



CITY OF EDMONTON

BYLAW 12367, AS AMENDED

DISTRIBUTION TARIFF BYLAW

Whereas, pursuant to Section 3 of the *Municipal Government Act*, S.A. 1994 c. M26.1, the purposes of a municipality are to provide services, facilities and other things that are necessary or desirable for all or part of a municipality;

And Whereas, the *Electric Utilities Act*, S.A. 1995, c. E-5.5, governs the provision of electric utility services in Alberta;

And Whereas, the *Distribution Tariff Regulation*, AR 84/2000, s. 11 & 13, requires each subsidiary of a municipality that owns an electric distribution system to prepare a distribution tariff and file the tariff with the Board for information not later than September 1, 2000;

And Whereas the *EPCOR Rates Procedures Bylaw* 12294, section 6, requires EPCOR to provide the City Manager with a Rates Report, including a bylaw, at such time as EPCOR seeks to set or amend Rates;

Edmonton City Council enacts:

PART I - PURPOSE, DEFINITIONS AND INTERPRETATION

- | | | |
|--------------------|---|---|
| PURPOSE | 1 | <p>The purpose of this bylaw is to approve</p> <ul style="list-style-type: none"> (a) the 2001 distribution tariff of EPCOR Distribution Inc., and (b) the incentive regulation plan for EPCOR Distribution Inc. for the years 2002 to 2005. |
| DEFINITIONS | 2 | <p>In this bylaw, unless the context otherwise requires:</p> <ul style="list-style-type: none"> (a) “Board” means the Alberta Energy & Utilities Board; (b) “Business Day” means “Business Day” as defined in the Tariff of the Transmission Administrator; (c) “Demand at the Meter” means the demand in kW or kVA calculated or measured at the Site meter; (d) “Demand at the POD” means the demand in kW or kVA |

calculated or measured at the Point of Delivery defined in the Tariff of the Transmission Administrator;

- (e) **“EPCOR Distribution”** means EPCOR Distribution Inc., and includes a person, if any, authorized to act on its behalf as a wire services provider under the EUA;
- (f) **“EPCOR Energy Services”** means EPCOR Energy Services Inc.;
- (g) **“EUA”** means the Electric Utilities Act, S.A. 1995, C.E-5.5, including the regulations enacted thereunder, as re-enacted, amended or replaced from time to time;
- (h) **“Minimum Charge”** means the minimum charge to be paid in respect of a given Site in relation to a given period of time;
- (i) **“Minimum Demand”** means the minimum number of kW or kVA upon which the Minimum Charge for a Site will be calculated;
- (j) **“Normal Maximum Demand”** means the highest demand in kW that the service is reasonably expected to attain under normal operation. The Normal Maximum Demand shall determine the type of meter used for a site and which rate schedule is applicable. The Normal Maximum Demand shall be measured as the peak Demand over the last 12 months, or the forecast peak demand if EPCOR Distribution had reason to believe that the past 12 months are not indicative of future load.
- (k) **“Off Peak Period”** means those hours which are defined as Off Peak in the Tariff of the Transmission Administrator;
- (l) **“Peak Monthly Demand”** means the greatest metered or estimated kW or kVA demand during a given calendar month;
- (m) **“Power Factor”** means the ratio of kW to kVA, measured in percent;
- (n) **“Power Factor Charges”** means the charges that apply to a Site in respect to its Power Factor;
- (o) **“Settlement System Code”** means the Settlement System Code established under the Roles, Relationships and

Responsibilities Regulation of the EUA;

- (p) **“Site”** means the Site as defined in the Settlement System Code;
- (q) **“Transmission Administrator”** means the Person appointed by the Lieutenant Governor in Council to act as the Transmission Administrator pursuant to Part 3 of the EUA;
- (r) **“UFE”** means Unaccounted for Energy as defined in the Settlement System Code.

**RULES FOR
INTERPRETATION**

- 3 The marginal notes and headings in this bylaw and its appended schedules are for reference purposes only.

PART II - GENERAL

- 4 From January 1, 2001, or such later date as the Province of Alberta may determine, the charges for the retail provision of electric energy shall be in accordance with this Bylaw.
- 5 The distribution tariff in the years 2002 to 2005 will be established in accordance with DT - Schedule 4, the Incentive Regulation Plan, with a provision for extension by mutual agreement.

6 The following schedules are included in and form part of this Bylaw:

DT – Schedule 1 Distribution Access Service Tariff

DT – Schedule 2 Transmission System Access Tariff

DT – Schedule 3 Deferral Rider

DT – Schedule 4 Incentive Regulation Plan

DT – Schedule 5 Distribution Tariff Terms and Conditions

Read a first time July 4, 2000

Read a second time August 30, 2000

Read a third time August 30, 2000

SIGNED AND PASSED August 30, 2000

CITY OF EDMONTON


MAYOR

a/ 
CITY CLERK

DT - Schedule 1

Distribution Access Service Tariff

Table of Contents

Residential Service	3
Commercial/Industrial Service < 50 kVA	4
Commercial/Industrial Service 50 kVA to <150 kVA	5
Commercial/Industrial Service 150 to < 5,000 kVA	6
Primary Commercial/Industrial Service 150 to < 5,000 kVA.....	7
Commercial/Industrial Service Greater Than 5,000 kVA	9
Direct Connects to the Transmission System	11
Street Lights	12
Traffic Control	13
Lane Lights.....	14
Security Lights	15
Distribution Connected Generation	16
Unmetered Option.....	17
Franchise Fee.....	18
Calculations of Demand and Minimum Variable Charges.....	19
Table 1: Values Referenced in 2001 Distribution Tariff Rate Schedules	22
Schedule A: Standard Services Included in the Distribution Tariff	25
Schedule B: Standard Regulated Services Requested by Retailer.....	27
Schedule C: Standard Regulated Services Requestable by Any Party	28
Schedule D: Negotiated Regulated Services Requestable by Any Party	33
Schedule E: Services and Charges Initiated by EPCOR Distribution	34
Schedule F: Non-Regulated Services	35
Table 2: Values Referenced in Schedule of Miscellaneous Services	32

Distribution Access Charges – Rate Schedule

Residential Service

Applicable: To all residential services that are served by EPCOR DISTRIBUTION and which have an energy meter. Residential Service is only available to single or two family dwellings consisting of a suite of rooms provided with sleeping and cooking facilities, which is being used primarily for domestic use. Where a business is conducted from a dwelling that it is also used for domestic purposes, the Residential Service is no longer applicable if the service is larger than 200 amps.

Rate: **Distribution Access Charges:**

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 1)
On-Peak Variable Charge (per kWh)	R1
Off-Peak Variable Charge (per kWh)	R2
Site Charge (per Day)	R3
Minimum Variable Charge (per Minimum kW per Day)	R8

Refer to the schedule titled “**Calculations of Demand and Minimum Variable Charges**” for calculation methodologies.

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Access Charges – Rate Schedule

Commercial/Industrial Service < 50 kVA

Applicable: This rate is applicable to services that have a normal maximum demand of less than 50 kVA. These services will have energy meters or will have energy consumption on an estimated basis. This rate is also applicable to all services for which no other rate is applicable.

Rate: **Distribution Access Charges:**

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 1)
On-Peak Variable Charge (per kWh)	SC1
Off-Peak Variable Charge (per kWh)	SC2
Site Charge (per Day)	SC3
Minimum Variable Charge (per Minimum kW per Day)	SC8

Refer to the schedule titled “**Calculations of Demand and Minimum Variable Charges**” for calculation methodologies.

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Access Charges – Rate Schedule

Commercial/Industrial Service 50 kVA to <150 kVA

Applicable: This rate is applicable to services that have a normal maximum demand of greater than or equal to 50 kVA and less than 150 kVA. These services will have demand meters.

Rate: **Distribution Access Charges:**

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 1)
On-Peak Variable Charge (per kWh)	MC1
Off-Peak Variable Charge (per kWh)	MC2
Site Charge (per Day)	MC3
Demand Charge (per kVA per Day)	MC4
Minimum Variable Charge (per Minimum kVA per Day)	MC8

Refer to the schedule titled “**Calculations of Demand and Minimum Variable Charges**” for calculation methodologies.

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Access Charges – Rate Schedule

Commercial/Industrial Service 150 to < 5,000 kVA

Applicable: This rate is applicable to sites that have a normal maximum demand of greater than or equal to 150 kVA and less than 5,000 kVA. These services require an interval-recording meter. This rate is applicable to all services that are served at the secondary voltage of the transformer, normally with a delivery voltage of below 1,000 volts.

Rate: **Distribution Access Charges:**

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 1)
On-Peak Variable Charge (per kWh)	TOU1
Off-Peak Variable Charge (per kWh)	TOU2
Site Charge (per Day)	TOU3
Demand Charge (per kW per Day)	TOU4
Minimum Variable Charge (per Minimum kW per Day)	TOU5
Power Factor Charge (per kVAr per Day)	TOU6

Refer to the schedule titled “**Calculations of Demand and Minimum Variable Charges**” for calculation methodologies.

A Minimum Variable Charge applies to all sites. Minimum Variable Charge may be waived when a site was constructed for redundancy and the load exhibits absolute diversity.

Where the Power Factor is less than 90% during the interval of the peak daily demand, the Power Factor Charge shall apply.

The kVAr is the maximum kVAr, in excess of the kVAr at 90% power factor calculated for each interval during the billing period.

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Access Charges – Rate Schedule

Primary Commercial/Industrial Service 150 to < 5,000 kVA

Applicable: This rate is applicable to sites that have a normal maximum demand of greater than or equal to 150 kVA and less than 5,000 kVA. These services require an interval-recording meter. This rate is applicable to all services that are served at the primary distribution voltage, normally with a delivery voltage of above 1,000 volts.

Rate: **Distribution Access Charges:**

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 1)
On-Peak Variable Charge (per kWh)	TOUP1
Off-Peak Variable Charge (per kWh)	TOUP2
Site Charge (per Day)	TOUP3
Demand Charge (per kW per Day)	TOUP4
Minimum Variable Charge (per Minimum kW per Day)	TOUP5
Power Factor Charge (per kVAr per Day)	TOUP6

This rate is based on metering on the primary side of the transformer. Where secondary metering is installed, the meter readings shall be increased by 1.0% for transformer losses.

Refer to the schedule titled “**Calculations of Demand and Minimum Variable Charges**” for calculation methodologies.

A Minimum Variable Charge applies to all sites. Minimum Variable Charge may be waived when a site was constructed for redundancy and the load exhibits absolute diversity.

Where the Power Factor is less than 90% during the interval of the peak daily demand, the Power Factor Charge shall apply.

The kVAr is the maximum kVAr, in excess of the kVAr at 90% power factor calculated for each interval during the billing period.

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Access Charges – Rate Schedule

Commercial/Industrial Service Greater Than 5,000 kVA

Applicable: This rate is applicable to the Customer IDs listed below that registered a demand of greater than or equal to 5,000 kVA in the previous year.

Applicable: This rate is applicable to new sites forecast to have a normal maximum demand of greater than or equal to 5,000 kVA. These services are metered with an interval-recording meter. Each new site under this rate is required to enter into an Electric Service Agreement with EPCOR DISTRIBUTION.

Rate: **Distribution Access Charges:**

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)	Specific Distribution Loss Factors (Refer to the values associated with the Cell References in the Attached Table 1)
911xx	CS20	CS3
9016xx	CS21	CS4
Xxxxxx	CS22	CS5
881xx	CS23	CS6
8834xx	CS24	CS7
950xx	CS25	CS8
942xx	CS26	CS9
8838xx	CS27	CS10
955xx	CS28	CS11
9019xx	CS29	CS12
887xx	CS30	CS13
8832xx	CS31	CS14
880xx	CS32	CS15
141xxx	CS33	CS16
900xx	CS34	CS17
896xx	CS35	CS18
DCC	CS36	CS19

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 .

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Access Charges – Rate Schedule

Direct Connects to the Transmission System

Applicable: To all services that are connected directly to the provincial transmission system.

Rate: **Distribution Access Charges:**

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 1)
Site Charge (per Day)	DC3

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Access Charges – Rate Schedule

Street Lights

Applicable: To the Retailer for services owned by the City of Edmonton for Street Lighting Service.

Rate: **Distribution Access Charges:**

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 1)
On-Peak Variable Charge (per kWh)	SL1
Off-Peak Variable Charge (per kWh)	SL2
Site Charge (per Day)	SL3
Minimum Variable Charge (per Minimum kW per Day)	SL10

Refer to the schedule titled “**Calculations of Demand and Minimum Variable Charges**” for calculation methodologies.

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Access Charges – Rate Schedule

Traffic Control

Applicable: To the Retailer for services owned by the City of Edmonton for Traffic Lights and other Traffic Control Service.

Rate: **Distribution Access Charges:**

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 1)
On-Peak Variable Charge (per kWh)	TL1
Off-Peak Variable Charge (per kWh)	TL2
Site Charge (per Day)	TL3
Minimum Variable Charge (per Minimum kW per Day)	TL10

Refer to the schedule titled “**Calculations of Demand and Minimum Variable Charges**” for calculation methodologies.

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Access Charges – Rate Schedule

Lane Lights

Applicable: To the Retailer of the services owned by the City of Edmonton for Lane Lights Service.

Rate: **Distribution Access Charges:**

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 1)
On-Peak Variable Charge (per kWh)	LL1
Off-Peak Variable Charge (per kWh)	LL2
Site Charge (per Day)	LL3
Minimum Variable Charge (per Minimum kW per Day)	LL10

Refer to the schedule titled “**Calculations of Demand and Minimum Variable Charges**” for calculation methodologies.

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Access Charges – Rate Schedule

Security Lights

Applicable: To the Retailer of existing unmetered Security Light Service. This rate is not available to new services.

Rate: **Distribution Access Charges:**

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 1)
On-Peak Variable Charge (per kWh)	SEL1
Off-Peak Variable Charge (per kWh)	SEL2
Site Charge (per Day)	SEL3
Minimum Variable Charge (per Minimum kW per Day)	SEL10

Refer to the schedule titled “**Calculations of Demand and Minimum Variable Charges**” for calculation methodologies.

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Access Charge – Rate Schedule

Distribution Connected Generation

Applicable: To all Distribution Connected Generators. A bi-directional interval recording meter is required for each Distribution Connected Generation service.

Rate: **Distribution Access Charges:**
The Distribution Access Charges from the applicable Rate Schedule are applied to the absolute value of hourly energy as per customer meter. In addition to the regular Distribution Access Charges above, where EPCOR DISTRIBUTION provides primary metering and data transfer equipment, the additional charge is:

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 1)
Site Charge (per Day)	DGEN1

Distribution Access Charges – Rate Schedule

Unmetered Option

Applicable: To each service where energy consumption is small and can be easily predicted. The estimated consumption will be based on equipment nameplate rating and operational patterns. These services will be supplied under the Rate Schedule, Commercial/Industrial <50 kVA. 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 Sign	5.3
Phone Booth 2 Lamp, 1 Sign	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

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Access Charges – Rate Schedule

Franchise Fee

Applicable: All services interconnected to EPCOR’s distribution system and located within the City of Edmonton.

Rate: EPCOR DISTRIBUTION will apply the Franchise Fee that the City of Edmonton directs EPCOR DISTRIBUTION to collect.

Distribution Tariff - 2001

Calculations of Demand and Minimum Variable Charges

The following words and phrases, whenever used in the Distribution Access rate schedules, shall be calculated in the manner set out below.

Billing Demand: Is the greater of Contracted Minimum Demand or Peak Monthly Demand in kW or kVA, subject to ratchets, that is applied to the Demand Charge in the rate schedules.

The Peak Monthly Demand is calculated as follows:

For Residential Services: Total Settlement Load consumed in the last completed calendar month prior to the billing period in kWh / 182.50.

For Commercial/ Industrial Service <50 kVA: Total Settlement Load consumed in the last completed calendar month prior to the billing period in kWh / 262.96.

For Commercial/ Industrial Service 50 kVA to <150 kVA: Maximum monthly metered kVA in the last completed calendar month prior to the billing period.

For Commercial/ Industrial Service 150 kVA to <5,000 kVA: Maximum metered kW in the last completed calendar month prior to the billing period.

For Street Lights Services: Total Settlement Load consumed in the last completed calendar month prior to the billing period in kWh / 316.64

For Traffic Control Services: Total Settlement Load consumed in the last completed calendar month prior to the billing period in kWh / 657.00

For Lane Lights Services: Total Settlement Load consumed in the last completed calendar month prior to the billing period in kWh / 312.54.

For Security Lights Services: Total Settlement Load consumed in the last completed calendar month prior to the billing period in kWh / 333.11.

The Billing Demand value shall be the greatest of:

- i) The Peak Monthly Demand in the last completed calendar month prior to the billing period,

- ii) 90% of the highest Peak Monthly Demand in the last 12 completed calendar months prior to the billing period,
- iii) 85% of the highest Peak Monthly Demand in the last 24 completed calendar months prior to the billing period,
- iv) 80% of the highest Peak Monthly Demand in the last 36 completed calendar months prior to the billing period,
- v) 75% of the highest Peak Monthly Demand in the last 48 completed calendar months prior to the billing period,
- vi) 70% of the highest Peak Monthly Demand in the last 60 completed calendar months prior to the billing period.

EPCOR DISTRIBUTION will only have 12 months of history starting January 1, 2001 for ratchet purposes and therefore, demand history will accumulate for the subsequent 48 months. On January 1 2005, 60 months of history will be accumulated, and thereafter, all data older than 60 months will no longer be used in the calculation of the ratchet.

Where historical demand data is expressed in kVA but kW data is required for the calculation of the demand ratchet, EPCOR distribution will estimate the kW value by multiplying the kVA value by a factor of 0.9.

Where historical demand data is expressed in kW but kVA data is required for the calculation of the demand ratchet, EPCOR distribution will estimate the kVA value by dividing the kW value by a factor of 0.9.

Contracted Minimum Demand: Is the demand level in kW or kVA established by contractual arrangement between EPCOR Distribution and the Authorized Person in relation to EPCOR's investment in site facilities.

Minimum Demand: Is calculated by multiplying the Billing Demand by a factor of 0.5. Minimum Demand is used in the calculation of the Minimum Variable Charge.

Minimum Variable Charge: Within the Distribution Access Service Charges, where the total On-Peak Variable Charge plus total Off-Peak Variable Charge for the billing period is less than the Minimum Variable Charge calculated, the Minimum Variable Charge shall apply.

The Minimum Variable Charge is calculated by multiplying the Minimum Demand (in kW or kVA) by the Minimum Variable Charge rate.

Normal Maximum Demand: The normal maximum demand is used to determine the type of meter used for a site and which rate schedule is applicable. The normal maximum demand may be measured as the peak demand over the last 12 months, or

the forecast peak demand if EPCOR DISTRIBUTION deems that the past 12 months are not indicative of future load.

Peak Daily Demand: Is the highest demand in kW in an interval for interval metered customers during the day.

Peak Monthly Demand: Is the highest Peak 15 minute metered or estimated demand in a calendar month. This means the highest metered kW for interval metered sites, or the calculated kW for non-interval metered sites. The Peak Monthly Demand for sites with a kVA demand meter is determined by the last meter reading in the calendar month prior to the billing period.

Power Factor Charges: means the charges that apply to customers who have a Power Factor of less than 90% for the interval that is the Peak Daily Demand.

For example, a site has a Peak Daily Demand of 1,000 kW. During the same interval, the site registers 1,250 kVA. The Power Factor for the Peak Daily Demand is = $1,000/1,250 = 80\%$. Since the Power Factor is less than 90%, Power Factor Charges apply.

The calculation of kVAr is as follows: $kVAr = \text{SQRT}(kVA^2 - kW^2)$.

The kVA at 90% Power Factor at 1,000 kW = $1,000/0.9 = 1,111$ kVA

The kVAr at 90% Power Factor is equal to $\text{SQRT}(1,111^2 - 1,000^2) = 484$ kVAr.

The kVAr at 80% Power Factor is equal to $\text{SQRT}(1,250^2 - 1,000^2) = 750$ kVAr.

The kVAr applied to the Power Factor Charge = 750 kVAr – 484 kVAr = 266 kVAr.

Distribution Access Charges – Rate Schedule

Table 1: Values Referenced in 2001 Distribution Tariff Rate Schedules

Rate Class	Cell Reference	Value	Description
Residential	R1	\$ 0.01156	/kWh of On-Peak Energy at the Meter
Residential	R2	\$ 0.00152	/kWh of Off-Peak Energy at the Meter
Residential	R3	\$ 0.27779	per site per day
Residential	R8	\$ 0.03484	per Minimum kW per day Minimum Variable Charge
< 50kVA	SC1	\$ 0.02293	/kWh of On-Peak Energy at the Meter
< 50kVA	SC2	\$ 0.01253	/kWh of Off-Peak Energy at the Meter
< 50kVA	SC3	\$ 0.16218	per site per day
< 50kVA	SC8	\$ 0.05241	per Minimum kW per day Minimum Variable Charge
50 < 150 kVA	MC1	\$ 0.01200	/kWh of On-Peak Energy at the Meter
50 < 150 kVA	MC2	\$ 0.00157	/kWh of Off-Peak Energy at the Meter
50 < 150 kVA	MC3	\$ 1.32090	per site per day
50 < 150 kVA	MC4	\$ 0.03986	per kVA per Day
50 < 150 kVA	MC8	\$ 0.05257	per Minimum kVA per day Minimum Variable Charge
150 < 5000 kVA	TOU1	\$ 0.01193	/kWh of On-Peak Energy at the Meter
150 < 5000 kVA	TOU2	\$ 0.00156	/kWh of Off-Peak Energy at the Meter
150 < 5000 kVA	TOU3	\$ 9.39435	per site per day
150 < 5000 kVA	TOU4	\$ 0.00480	per kW per Day
150 < 5000 kVA	TOU5	\$ 0.06609	per kW per Day of Minimum Charge
150 < 5000 kVA	TOU6	\$ 0.06247	per kVA _r per Day of Power Factor Charge
Direct Connects to T.A.	DC3	\$ 2.00369	per site per day
150 < 5000 kVA– Primary	TOUP1	\$ 0.01214	/kWh of On-Peak Energy at the Meter
150 < 5000 KVA – Primary	TOUP2	\$ 0.00159	/kWh of Off-Peak Energy at the Meter
150 < 5000 kVA – Primary	TOUP3	\$ 16.08380	per site per day
150 < 5000 kVA – Primary	TOUP4	\$ 0.00029	per kW per Day
150 < 5000 kVA – Primary	TOUP5	\$ 0.07798	per kW per Day of Minimum Charge
150 < 5000 kVA – Primary	TOUP6	\$ 0.06247	per kVA _r per Day of Power Factor Charge
> 5000 kVA	CS1	\$ 2.00369	per customer per day for Wholesale Billing costs (ALL)
> 5000 kVA	CS3	0.58%	Specific Distribution Loss Factor - 1 - 911xx
> 5000 kVA	CS4	0.95%	Specific Distribution Loss Factor - 2 - 9016xx
> 5000 kVA	CS5	0.83%	Specific Distribution Loss Factor - 4 - xxxxx
> 5000 kVA	CS6	0.05%	Specific Distribution Loss Factor - 5 - 881xx

Rate Class	Cell Reference	Value	Description
> 5000 kVA	CS7	0.03%	Specific Distribution Loss Factor - 6 - 8834xx
> 5000 kVA	CS8	0.30%	Specific Distribution Loss Factor - 8 - 950xx
> 5000 kVA	CS9	0.43%	Specific Distribution Loss Factor - 9 - 942xx
> 5000 kVA	CS10	0.14%	Specific Distribution Loss Factor - 11 - 8838xx
> 5000 kVA	CS11	0.38%	Specific Distribution Loss Factor - 13 - 955xx
> 5000 kVA	CS12	0.34%	Specific Distribution Loss Factor - 15 - 9019xx
> 5000 kVA	CS13	0.03%	Specific Distribution Loss Factor - 16 - 887xx
> 5000 kVA	CS14	0.12%	Specific Distribution Loss Factor - 17 - 8832xx
> 5000 kVA	CS15	0.16%	Specific Distribution Loss Factor - 18 - 880xx
> 5000 kVA	CS16	1.34%	Specific Distribution Loss Factor - 20 - 141xxx
> 5000 kVA	CS17	0.05%	Specific Distribution Loss Factor - 21 - 900xx
> 5000 kVA	CS18	0.17%	Specific Distribution Loss Factor - 22 - 896xx
> 5000 kVA	CS19	0.00%	Specific Distribution Loss Factor - 28 - DCC
> 5000 kVA	CS20	\$ 176.60	Daily Distribution Access Charge - 1 - 911xx
> 5000 kVA	CS21	\$ 1,089.86	Daily Distribution Access Charge - 2 - 9016xx
> 5000 kVA	CS22	\$ 48.66	Daily Distribution Access Charge - 4 - xxxxx
> 5000 kVA	CS23	\$ 280.44	Daily Distribution Access Charge - 5 - 881xx
> 5000 kVA	CS24	\$ 198.66	Daily Distribution Access Charge - 6 - 8834xx
> 5000 kVA	CS25	\$ 258.90	Daily Distribution Access Charge - 8 - 950xx
> 5000 kVA	CS26	\$ 702.95	Daily Distribution Access Charge - 9 - 942xx
> 5000 kVA	CS27	\$ 375.80	Daily Distribution Access Charge - 11 - 8838xx
> 5000 kVA	CS28	\$ 671.18	Daily Distribution Access Charge - 13 - 955xx
> 5000 kVA	CS29	\$ 302.98	Daily Distribution Access Charge - 15 - 9019xx
> 5000 kVA	CS30	\$ 45.85	Daily Distribution Access Charge - 16 - 887xx
> 5000 kVA	CS31	\$ 517.04	Daily Distribution Access Charge - 17 - 8832xx
> 5000 kVA	CS32	\$ 282.45	Daily Distribution Access Charge - 18 - 880xx
> 5000 kVA	CS33	\$ 339.79	Daily Distribution Access Charge - 20 - 141xxx
> 5000 kVA	CS34	\$ 824.85	Daily Distribution Access Charge - 21 - 900xx
> 5000 kVA	CS35	\$ 992.43	Daily Distribution Access Charge - 22 - 896xx
> 5000 kVA	CS36	\$ 7.45	Daily Distribution Access Charge - 28 - DCC
Street Lights	SL1	\$ 0.01806	/kWh of On-Peak Energy at the Meter
Street Lights	SL2	\$ 0.00766	/kWh of Off-Peak Energy at the Meter
Street Lights	SL3	\$ 0.11163	per site per day
Street Lights	SL10	\$ 0.03691	per Minimum kW per day Minimum Variable Charge
Traffic Lights	TL1	\$ 0.01492	/kWh of On-Peak Energy at the Meter
Traffic Lights	TL2	\$ 0.00451	/kWh of Off-Peak Energy at the Meter
Traffic Lights	TL3	\$ 0.08843	per site per day
Traffic Lights	TL10	\$ 0.11747	per Minimum kW per day Minimum Variable Charge
Lane Lights	LL1	\$ 0.01802	/kWh of On-Peak Energy at the Meter
Lane Lights	LL2	\$ 0.00763	/kWh of Off-Peak Energy at the Meter
Lane Lights	LL3	\$ 0.08843	per site per day
Lane Lights	LL10	\$ 0.03640	per Minimum kW per day Minimum Variable Charge
Security Lights	SEL1	\$ 0.07644	/kWh of On-Peak Energy at the Meter
Security Lights	SEL2	\$ 0.06589	/kWh of Off-Peak Energy at the Meter

Rate Class	Cell Reference	Value	Description
Security Lights	SEL3	\$ 0.08843	per site per day
Security Lights	SEL10	\$ 0.03921	per Minimum kW per day Minimum Variable Charge
Distribution Connected Generator	DGEN1	\$ 20.71233	per site per day

1. Schedule A: Standard Services Included in the Distribution Tariff

1.1 Metering Services

- a) Regular Power Meter Reads
- b) Off-cycle Meter Reads initiated by EPCOR Distribution
- c) Standard Metering Report initiated by EPCOR Distribution

1.2 Settlement Services

- a) Site Enrollment Request (SRR)
- b) Site Enrollment Notification (SRN, SRO)
- c) Settlement Results (WSI, SSI, SPI)
- d) Settlement Diagnostic Reports required by Alberta Settlement System Code (e.g. UFE and loss statistics)
- e) Cumulative Switch Estimates (CSE)
- f) Missing Read Estimates (MRE) used in interim and final settlement
- g) Site Characteristics Changes (PSC) e.g. profile class, loss class, seed consumption estimate, distribution tariff rate class attributes

1.3 Distribution and Transmission Tariff Services

- a) Tariff Calculation Results Aggregated by Retailer
- b) Provide Invoicing Details at Site Level

1.4 Distribution Operation Services

- a) New Service Connection (install new meter)
- b) Remove Pets from Poles
- c) Construction for New Service
- d) Consultation for Customer Energy Consumption Analysis (including High Consumption Complaints)
- e) Reset Customer's Breaker
- f) Diagnostic testing for Computer and Office Equipment Problem
- g) Field Order Status
- h) Open Transformer for Electrician to Pull in Secondary
- i) De-Energize Primary for Electrician to Work on Main Service
- j) Temporary Disconnection (at Meter) for Site Service
- k) Investigate Power Quality Complaints

2. Schedule B: Standard Regulated Services Requested by Retailer

Value Associated with italicized references are contained in the attached Table 2.

2.1 Metering Services

a) Off-Cycle Meter Reads

- At least a 48 hours notice for the completion of such read is required. The charge for the Off-Cycle Meter Read is the value of *MMS-A1*.
- An Emergency Off-Cycle Meter Read is one which occurs when the retailer requests that the read be completed before the end of the normal period of notice (2 business days) required by EPCOR Distribution for the completion of such read. The charge for the Emergency Off-Cycle Meter Read is the value of *MMS-A2*.

b) Standard Metering Reports

- At least 10 working days of notice are required for the completion of a 12-month extraction of historical consumption data for a site. The charge for this service is the value of *MMS-B1*.

c) Ad-hoc Metering Reports

- This is a service provided to retailer at a negotiated price.
- The operator confirms feasibility of the request, according to the following criteria:
 1. Availability of data requested;
 2. Can the request be filled within ten days;
 3. Complexity of request requires negotiations.
- If the request is unfeasible, the operator rejects the request, and notifies the requesting party.

2.2 Settlement Services

a) Emergency Enrollment

- Process enrollment request within 24 hours to enable retailer to request energization of a site.
- Cost for providing the service is the value of *MSS-A1*.

b) Enrollment Inquiry (including error code inquiry)

- Telephone support for manual confirmation of enrollment, explanation of reasons for rejected enrollment request.
- Cost for providing the service is the value of *MSS-B1*.

- c) Site Specific Settlement Results (DAS)
 - Provide daily load settlement results for all sites enrolled by a retailer.
 - Cost for providing the service the value of *MSS-C1*.

- d) Settlement Diagnostic Report Not Required by Alberta Settlement System Code
 - Summary report relating to settlement operation or results for retailer's customers other than reports required by Alberta Settlement Code (e.g. site status report, settlement results changes).
 - Cost for providing the service is the value of *MSS-D1*.

- e) Settlement Results Inquiry
 - Ad Hoc inquiry relating to settlement results or reproduction of results.
 - Cost for providing the service is the value of *MSS-E1*.

- f) Retailer Provided Consumption Estimate
 - Retailer provided adjustment to EPCOR Distribution consumption estimate for a site.
 - Cost for providing the service is the value of *MSS-F1*.

- g) Snapshot of Settlement Input Database for Retailer's Sites
 - Data dump of all inputs to settlement calculation for a given retailer's sites for a given period. Limited to past 12 months.
 - Cost for providing the service is the value of *MSS-G1*.

- h) Re-run Settlement Requests
 - Request to re-run settlement results with specific parameters, e.g. request to correct slamming.
 - Cost for providing the service is the value of *MSS-H1*.

2.3 Distribution and Transmission Tariff Services

- a) Ad-hoc Tariff Requests
 - Inquires from external requestors (e.g. Retailers, Market Surveillance Administrator, etc.) regarding explanation of tariff charges, error codes, billing determinants used and resulting charges, and any other inquiries relating to distribution and transmission tariff calculations.
 - Cost for providing the service is the value of *MDTS-A1*.

- b) Re-creation of Specific Tariff Run
 - Upon request and pending availability of the Settlement/Tariff operational window, specific tariff run may be re-created. Settlement date, stage (initial, interim and final), and sites must be specified at the time of the request.
 - Cost for providing the service is the value of *MDTS-B1*.

- c) Tariff Charges Aggregated by Wires Rate Class (includes count of sites)
- Upon request, a report will be prepared using pre-defined, standard format. Costing will be based on the single tariff run (e.g., initial run for January 5th)
 - Cost for providing the service is the value of *MDTS-C1*.

Note: Recreation of historical data is limited to the latest 12-month period available.

2.4 Distribution Operation Services

- a) Emergency Service Connection
- An Emergency Service Connection (including a physical turn on of an existing service or a new meter installation) is a service which occurs when the retailer requests that the connection be completed before the end of the normal period of notice (2 business days) required by EPCOR Distribution for the completion of such service.
 - Emergency Meter Installation
 - a) Single Phase Installation (apartment etc.) *MDOS-1A*
 - b) Underground Installation *MDOS-1B*
 - c) Overhead Installation *MDOS-1C*
 - d) Open Wire Installation *MDOS-1D*
 - e) Quaroplex Installation *MDOS-1E*
 - f) Farm Installation *MDOS-1F*
 - g) Network Customer Installation *MDOS-1G*
 - h) Polyphase Energy Installation *MDOS-1H*
 - i) Self Contained Polyphase Installation *MDOS-1I*
 - Emergency Unseal Meter *MDOS-1-1*
 - Emergency Meter and Aerial Service Installation up to 200 amps *MDOS-1-2*
 - Emergency Meter and U/G Service Installation up to 200 amps *MDOS-1-3*
 - Emergency Meter and Service Installation Over 200 amps, Plus the Cost of Installing the Emergency Service
 - a) TX Rated Secondary Demand Installation *MDOS-1-4*
 - b) TX Rated Primary Demand Installation *MDOS-1-5*
- b) Temporary Set Up of Power Service
- Where a separate temporary power is provided for construction Purposes in addition to the construction cost to supply the service *MDOS-2-1*
- c) De-Energize Service (including the sealing of a meter or disconnecting a service at the pole) *MDOS-3-1*
- d) Install/Remove Current Limiter
- Where the weather does not permit for a service disconnection, a current limiter will be installed *MDOS-4-1*
- e) Remove Meter and Service *MDOS-5-1*
- f) Upgrade to an Interval Meter
- A retailer who has a customer with demand threshold below 150 kVa

and requests EPCOR Distribution to install an interval meter is liable for the cost of the meter that exceeds the cost recoverable under the distribution tariff

MDOS-6-1

g) Perform Meter Check/Testing

- If the result of the meter check indicates the meter is functioning within the parameters defined by the Electricity and Gas Inspection Act, the customer is liable for the cost of the meter check *MDOS-7-1*
- If the meter is proven to be malfunction, the customer's meter reading will be adjusted and no cost to the customer for the meter check *MDOS-7-2*

h) Upgrade Security Light Equipment

MDOS-8-1

3. Schedule C: Standard Regulated Services Requestable by Any Party

Values Associated with italicized references are contained in the attached Table 2.

3.1 Distribution Operation Services

a) Tree Guards

- The fee for installation of tree guards on a customer's service wire shall be:

For the first tree guard *MDOS-CA1*

For each addition guard installed at the same time and location *MDOS-CA2*

4. Schedule D: Negotiated Regulated Services Requestable by Any Party

4.1 Distribution Operation Services

- a) Provide High Voltage Insulation for Contractors to Hang Signs
- b) Re-route Line for Contractors
- c) Network or Primary Switching
- d) Terminate Transformers for Land Developer (Underground Residential)
- e) Escort High Loads
- f) Trouble Calls
- g) System Damage Reports
- h) Jobbing Requests

5. Schedule E: Services and Charges Initiated by EPCOR Distribution

Values Associated with italicized references are contained in the attached Table 2.

5.1 Settlement Services

- a) Customer Information Breach Fee
 - The Retailer is required to advise EPCOR Distribution, within 2 business days, of any changes in customer information as defined by the UCI (Update Customer Information) transaction in the Alberta Settlement System Code. If the Retailer, at any time, fails to provide the information in the specified time frame, the Retailer will pay EPCOR Distribution a Customer Information Breach Fee of *MSS-11*

5.2 Distribution Operation Services

- a) Meter Tampering
 - The repair fee charged to a customer whose meter has been tampered with, disconnected or has had the seal broken shall be charged for re-installing or re-sealing and adjusting the meter reading. In addition to the above fee, if applicable, the cost of a new meter and a fine of not more than \$500.00 may be assessed against the unauthorized persons who have tampered with or disconnected the meter, or broken the seal *MDOS-EBI*

5.3 Financial Services

- a) Returned Cheque Fee
 - EPCOR Distribution Will assess a returned cheque fee to any customer/Retailer whose cheque made payable to EPCOR Distribution is dishonored by any bank when presented for payment by EPCOR Distribution *MFS-E1*

6. Schedule F: Non-Regulated Services

6.1 Metering Services

- a) Sub-Metering Service

6.2 Distribution Operation Services

- a) Support Poles During Excavation (install new water, sewer or gas lines)
- b) Provide Contractors Specialized Equipment
- c) Change Light Bulbs (Commonwealth Stadium, John Ducey, etc.)
- d) Set Poles for Contractors
- e) Pull in Secondary Cables for Contractors
- f) Build Transformer Pads for Contractors
- g) Fiber-optic Cable Installation
- h) Hydrovacating
- i) Specialized Cable Work (Lead Cable)
- j) Locate Underground Secondary Fault to Service on Private Property

Table 2: Values Referenced in Schedule of Miscellaneous Services

Rate Class	Cell Reference	Value	Description	Services
	MMS-A1	\$6.50 per site	Off-Cycle Meter Reads	Metering Services
	MMS-A2	\$9.00 per site	Emergency Off-Cycle Meter Read	Metering Services
	MMS-B1	\$25.00 per site	Standard Metering Reports	Metering Services
	MSS-A1	\$9.00 per site	Emergency Enrollment	Settlement Services
	MSS-B1	\$10.00 per inquiry plus \$100.00 per hour	Enrollment Inquiry (including error code inquiry)	Settlement Services
	MSS-C1	\$0.01 per site per month	Site Specific Settlement Results	Settlement Services
	MSS-D1	\$100.00 per report	Settlement Diagnostic Report Not Required by Alberta Settlement System Code	Settlement Services
	MSS-E1	\$20.00 per inquiry plus \$100.00 per hour	Settlement Results Inquiry	Settlement Services
	MSS-F1	\$50.00 per estimate adjustment	Retailer provided site consumption estimate	Settlement Services
	MSS-G1	\$0.01 per site per day	Snapshot of Settlement Input Database for Retailer's Sites	Settlement Services
	MSS-H1	\$1000.00 per run plus \$200.00 per hour	Re-run Settlement Request	Settlement Services
	MSS-I1	\$50.00 per site	Customer Information Breach Fee	Settlement Services
	MDTS-A1	\$20.00 per inquiry plus \$100.00 per hour	Ad-hoc Tariff Requests	Distribution and Transmission Tariff Services
	MDTS-B1	\$1000.00 per run plus \$200.00 per hour	Re-creation of Specific Tariff Run	Distribution and Transmission Tariff Services
	MDTS-C1	\$20.00 per report	Tariff Charges Aggregated by Wires Rate Class (includes count of sites)	Distribution and Transmission Tariff Services
	MDOS-1A	\$24.00 plus standard	Emergency Meter Installation - Single Phase	Distribution Operation Services

Rate Class	Cell Reference	Value	Description	Services
		connection fee of \$22.00		
	MDOS-1B	\$24.00 plus standard connection fee of \$22.00	Emergency Meter Installation - Underground	Distribution Operation Services
	MDOS-1C	\$24.00 plus standard connection fee of \$22.00	Emergency Meter Installation - Overhead	Distribution Operation Services
	MDOS-1D	\$24.00 plus standard connection fee of \$22.00	Emergency Meter Installation - Open Wire	Distribution Operation Services
	MDOS-1E	\$24.00 plus standard connection fee of \$22.00	Emergency Meter Installation - Quaroplex	Distribution Operation Services
	MDOS-1F	\$24.00 plus standard connection fee of \$22.00	Emergency Meter Installation - Farm	Distribution Operation Services
	MDOS-1G	\$24.00 plus standard connection fee of \$22.00	Emergency Meter Installation - Network Customer	Distribution Operation Services
	MDOS-1H	\$24.00 plus standard connection fee of \$22.00	Emergency Meter Installation - Polyphase Energy	Distribution Operation Services
	MDOS-1I	\$24.00 plus standard connection fee of \$22.00	Emergency Meter Installation - Self Contained Polyphase	Distribution Operation Services
	MDOS-1-1	\$24.00 plus standard connection fee of \$22.00	Emergency Unseal Meter	Distribution Operation Services
	MDOS-1-2	\$135.00 plus standard connection fee of \$22.00	Emergency Meter and Aerial Service Installation up to 200 amps	Distribution Operation Services
	MDOS-1-3	\$77.00 plus standard connection fee of \$22.00	Emergency Meter and Underground Service Installation up to 200 amps	Distribution Operation Services
	MDOS-1-4	\$24.00 plus the cost of installing the emergency service	Emergency Meter and Service Installation Over 200 amps, Plus the Cost of Installing the Emergency Service - TX Rated Secondary Demand Installation	Distribution Operation Services

Rate Class	Cell Reference	Value	Description	Services
	MDOS-1-5	\$24.00 plus the cost of installing the emergency service	Emergency Meter and Service Installation Over 200 amps, Plus the Cost of Installing the Emergency Service - TX Rated Primary Demand Installation	Distribution Operation Services
	MDOS-2-1	\$180.00 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	\$3630.00	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-CA1	\$58.00	Tree Guards for first tree guard	Distribution Operation Services
	MDOS-CA2	\$26.00	Tree Guards for each addition guard installed at the same time and location	Distribution Operation Services
	MDOS-EB1	\$55.00	Metering Tampering	Distribution Operation Services
	MFS-E1	\$20.00	Returned Cheque Fee	Financial Services

DT- Schedule 2

Transmission System Access Tariff

Table of Contents

System Access Service Charges – Rate Schedule.....	3
Deferral Account.....	4
Residential Service, Commercial/Industrial Service < 50 kVA, and Commercial/Industrial Service 50 kVA to Less Than 150 kVA	5
Primary and Secondary Commercial/Industrial Service 150 kVA to 5,000 kVA, Connected to EPCOR’s Distribution System	8
Primary and Secondary Commercial/Industrial Service Greater than 5,000 kVA, Connected to EPCOR’s Distribution System	10
Direct Connects to the Transmission System	12
Photo Eye Operated Load	14
Continuous Operation Load	16
Distribution Connected Generation	18
Franchise Fee.....	19
Definition of Billing Demand.....	20
Table 3: Values Referenced in 2001 System Access Service Rate Schedules	21
Appendix A.....	22

System Access Service Charges – Rate Schedule

Residential Service
Commercial/Industrial Service < 50 kVA
Commercial/Industrial Service 50 kVA to 149 kVA
Commercial/Industrial Service 150 to 5,000 kVA
Primary Commercial/Industrial Service 150 to 5,000kVA
Commercial/Industrial Service Greater Than 5,000 kVA
Direct Connects to the Transmission System
Street Lights
Traffic Control
Lane Lights
Security Lights

Rate: **System Access Service Charges:**

The Transmission Administrators Tariff is applied to each customer's contribution to energy and demand at the Transmission Administrator's POD. Load Settlement determines the customer's contribution to energy and demand at the POD. A management fee is applied to cover the cost of managing the Transmission Administrators invoice and rebilling.

The Terms and Conditions and the Franchise Fee apply to all customers.

System Access Service Charges – Rate Schedule

Deferral Account

Rate: **System Access Service Charge Deferral Account:**

EPCOR Distribution will track the total annual cost of providing wires service to EPCOR Distribution's interface point. The total cost of service includes;

- a) the Transmission Administrator charges,
- b) TransAlta's charges in lieu of Transmission Administrator charges at the 25 kV interchange points,
- c) the cost of administration for rebilling System Access Service Charges.

EPCOR Distribution will also track the total revenue from System Access Service Charges. Once each year, EPCOR Distribution will reconcile the difference between costs and revenue for System Access Service charges and charge/refund the difference on a percentage of revenue basis to all customers connected to EPCOR Distribution's system.

The Terms and Conditions and the Franchise Fee apply to all customers.

System Access Service Charges – Application Guide

Residential Service, Commercial/Industrial Service < 50 kVA, and Commercial/Industrial Service 50 kVA to Less Than 150 kVA

Applicable: To all residential services that are served by EPCOR and which have an energy meter. Residential Service is only available to single or two family dwellings consisting of a suite of rooms provided with sleeping and cooking facilities, which is being used primarily for domestic use. Where a business is conducted from a dwelling that it is also used for domestic purposes, the Residential Service is no longer applicable if the service is larger than 200 amps.

The intent is that this rate is applicable for residential services that are on average 600 kWh per month, typically share a 37 or 50 kVA transformer with about 12 other residential services and some streetlights. Residential sites may be eligible for Commercial Service only if the service is not typical of a residential service and at least one of the following parameters are met:

- a) The service panel is larger than 200 amps,
- b) The site does not share a transformer.

Only very small, low energy consumption services receive a lower bill under the commercial rate. Small residences or low energy consumption residences do not qualify for Small Commercial Service.

Applicable: This rate is applicable to services that have a normal maximum demand of less than 50 kVA. These services normally have energy meters only with the exception of those services that qualify for the Unmetered Option. This rate is also applicable to all services for which no other rate is applicable.

The normal maximum demand is the peak demand over the last 12 months, or the forecast peak demand if EPCOR has reason to believe that the historic load is not indicative of future load. Whenever facilities are installed to supply a site with more than 50 kVA, a flag should be

raised for a person to assess if this service should be changed to the next larger rate class. If warranted, a different meter should be installed and the site should be invoiced on the new appropriate rate.

Applicable: This rate is applicable to services that have a normal maximum demand of greater than or equal to 50 kVA and less than 150 kVA. These services normally have demand meters.

The normal maximum demand is the peak demand over the last 12 months, or the forecast peak demand if EPCOR has reason to believe that the past 12 months are not indicative of future load. Whenever a site on this rate has a meter reading over 150 kVA, or has 12 consecutive months of meter readings below 50 kVA, a flag should be raised for a person to assess if this service should be changed to another rate class. If warranted, a different meter should be installed and the site should be invoiced on the new appropriate rate.

Rate: **System Access Service Charges:**

The Transmission Administrators Tariff is applied to each site’s contribution to energy at the Transmission Administrator’s aggregate POD level. Settlement will provide each sites contribution to energy at the aggregate POD level. Settlement will take into consideration the NSLS, the energy consumption at the site, the distribution line losses and UFE.

The Billing Demand for System Access Service Charges is the demand coincident to the TA POD peak. The Billing Demand and the Peak Monthly Demand are calculated and defined as shown in the Definition of Billing Demand.

The Peak Monthly Demand may vary as long as Settlement data is subject to change.

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 3)
--------------------	--

Conversion kW @ site to kW Coincident to POD Peak	SASR-1
Demand Charge (\$/kW/day)	SASR-2
Variable Charge (\$/kWh)	SASR-3
Pool Price Charge (Peak Period Variable Charge)	SASR-4

The Demand Charge is calculated as follows:

$$\text{Demand Charge} = \text{SASR-2} * X \text{ Billing Demand}$$

The Variable Charge is calculated as follows:

$$\text{Variable Charge} = \text{SASR-3} * X \text{ Energy Delivered in the billing period as per Settlement.}$$

The Pool Price Charge is applied to the energy delivered during the Peak Period (as per Settlement). The Pool Price Charge is calculated as follows:

$$\text{Pool Price Charge} = \text{kWh as per Settlement during Peak Period} * \text{SASR-4} * X \text{ Average Pool Price during Peak Period.}$$

The same billing process is used for the Initial Settlement, the Interim Settlement and the Final Settlement.

The Terms and Conditions of the Transmission Administrator apply.

The Terms and Conditions and the Franchise Fee apply to all sites.

* The italicized codes will have an associated value in the attached Table 3.

System Access Service Charges – Application Guide

Primary and Secondary Commercial/Industrial Service 150 kVA to 5,000 kVA, Connected to EPCOR’s Distribution System

Applicable: This rate is applicable to sites that have a normal maximum demand of greater than or equal to 150 kVA and less than 5,000 kVA and connected to EPCOR’s distribution system. These services require an interval-recording meter. This rate is applicable to all services that are served at the secondary voltage of the transformer, normally with a delivery voltage of below 1,000 volts as well as those services connected at the primary side of the transformer, normally with a delivery voltage of over 1,000 volts.

Rate: **System Access Service Charges:**

The Transmission Administrators Tariff is applied to each site’s contribution to energy and demand at the Transmission Administrator’s POD. Settlement will provide each sites contribution to energy and demand at the aggregate POD level. Settlement will take into consideration the energy consumption at the site, the distribution line losses and UFE.

The Peak Monthly demand is based on the highest 15-minute meter interval during the complete month.

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 3)
Diversity Factor	SASCI-1
Line Loss Factor	SASCI-2
Demand Charge (\$/kW/day)	SASCI-3
Variable Charge (\$/kWh)	SASCI-4
Pool Price Charge (Peak Period Variable Charge)	SASCI-5

The Demand Charge is calculated as follows:

$$\text{Demand Charge} = \text{SASCI-3}^* \times \text{Billing Demand}$$

The Variable Charge is calculated as follows:

$$\text{Variable Charge} = \text{SASCI-4}^* \times \text{Energy delivered in the billing period as per Settlement.}$$

The Pool Price Charge is applied to the energy consumption during the Peak Period (as per Settlement). The Pool Price Charge is calculated as follows:

$$\text{Pool Price Charge} = \text{SASCI-5}^* \times \text{Energy delivered as per Settlement during Peak Period} \times \text{Applicable Pool Price each hour during Peak Period.}$$

The same billing process is used for the Initial Settlement, the Interim Settlement and the Final Settlement.

The Terms and Conditions of the Transmission Administrator apply.

The Terms and Conditions and the Franchise Fee apply to all sites.

* The italicized codes will have an associated value in the attached Table 3.

System Access Service Charges – Application Guide

Primary and Secondary Commercial/Industrial Service Greater than 5,000 kVA, Connected to EPCOR’s Distribution System

Applicable: This rate is applicable to sites that have a normal maximum demand of greater than 5,000 kVA and connected to EPCOR’s distribution system. These services require an interval-recording meter. This rate is applicable to all services that are served at the secondary voltage of the transformer, normally with a delivery voltage of below 1,000 volts as well as those services connected at the primary side of the transformer, normally with a delivery voltage of over 1,000 volts.

Rate: **System Access Service Charges:**

The Transmission Administrators Tariff is applied to each site’s contribution to energy and demand at the Transmission Administrator’s POD. Settlement will provide each sites contribution to energy and demand at the aggregate POD level. Settlement will take into consideration the energy consumption at the site, the distribution line losses and UFE.

The Peak Monthly demand is based on the highest 15-minute meter interval during the complete month.

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 3)
Diversity Factor	SASCS-1
Line Loss Factor	SASCS-2
Demand Charge (\$/kW/day)	SASCS-3
Variable Charge (\$/kWh)	SASCS-4
Pool Price Charge (Peak Period Variable Charge)	SASCS-5

Please refer to DT Schedule 1, Distribution Access Charges – Rate Schedule, Commercial/Industrial Service Greater Than 5,000 kVA, for a listing of customers and their Line Loss Factor.

The Demand Charge is calculated as follows:

$$\begin{aligned} \text{Demand Charge} = \\ & \text{SASCS-3*} \\ & \text{X Billing Demand} \end{aligned}$$

The Variable Charge is calculated as follows:

$$\begin{aligned} \text{Variable Charge} = \\ & \text{SASCS-4* X} \\ & \text{Energy delivered in the billing period as per Settlement.} \end{aligned}$$

The Pool Price Charge is applied to the energy consumption during the Peak Period (as per Settlement). The Pool Price Charge is calculated as follows:

$$\begin{aligned} \text{Pool Price Charge} = \\ & \text{SASCS-5* X} \\ & \text{Energy Delivered as per Settlement during Peak Period X} \\ & \text{Applicable Pool Price each hour during Peak Period.} \end{aligned}$$

The same billing process is used for the Initial Settlement, the Interim Settlement and the Final Settlement.

The Terms and Conditions of the Transmission Administrator apply.

The Terms and Conditions and the Franchise Fee apply to all sites.

* The italicized codes will have an associated value in the attached Table 3.

System Access Service Charges – Application Guide

Direct Connects to the Transmission System

Applicable: To all services that are connected directly to the provincial transmission system.

Rate: System Access Service Charges:

The Transmission Administrators Tariff is applied to each site's contribution to energy and demand at the Transmission Administrator's POD. Settlement determines each site's contribution to energy and demand at the POD. No distribution losses are considered in Settlement for direct connected sites.

The Peak Monthly demand is based on the highest 15-minute meter interval during the complete month.

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 3)
Diversity Factor	SASDC-1
Line Loss Factor	SASDC-2
Demand Charge (\$/kW/day)	SASDC-3
Variable Charge (\$/kWh)	SASDC-4
Pool Price Charge (Peak Period Variable Charge)	SASDC-5
Power Factor Charge (\$/kVAr/day)	SASDC-6
TA Management Fee	SASDC-7

The Demand Charge is calculated as follows:

$$\text{Demand Charge} = \text{SASDC-3} * \text{X Billing Demand}$$

The Variable Charge is calculated as follows:

$$\text{Variable Charge} =$$

*SASDC-4** Variable Charge (\$/kWh) X
Energy delivered in the billing period as per Settlement.

The Pool Price Charge is applied to the energy consumption during the Peak Period (as per Settlement). The Pool Price Charge is calculated as follows:

Pool Price Charge =
*SASDC-5** X
Energy delivered as per Settlement during Peak Period X
Applicable Pool Price each hour during Peak Period.

The Power Factor Charge applies if the Power Factor is less than 90% during the Peak Monthly Demand.

Prior to the Interim and Final Settlement invoices, the Transmission Administrators invoice is received, reconciliation with the Transmission Administrators Tariff is required. The Transmission Administrator invoices on a monthly basis while EPCOR invoices on a daily basis.

Interim and Final Settlement involves a comparison of the TA's invoice (plus Management Fee) for the month to the sum of the initial System Access Service bills. The TA Management Fee consists of a charge as per *SASDC-7**.

The Interim bill will include a credit (or charge) to reconcile the sum of the amount paid in Initial bills with the Transmission Administrators invoice for the POD plus the TA Management Fee.

The final bill will include a credit (or charge) to reconcile the amount paid in the interim bill with the Transmission Administrators invoice for the POD plus the TA Management Fee.

The Terms and Conditions of the Transmission Administrator apply.

The Terms and Conditions and the Franchise Fee apply to all sites.

* The italicized codes will have an associated value in the attached Table 3.

System Access Service Charges – Application Guide

Photo Eye Operated Load

Applicable: To the Retailer for services owned by the City of Edmonton for Street Lighting Service.

Applicable: To the Retailer for services owned by the City of Edmonton for Lane Lights Service.

Applicable: To the Retailer for existing unmetered Security Light Service. This rate is not available to new services.

Rate: **System Access Service Charges:**

The Transmission Administrators Tariff is applied to each site's contribution to energy at the Transmission Administrator's aggregate POD level. Settlement will provide each sites contribution to energy at the aggregate POD level. Settlement will take into consideration the appropriate load profile, the energy consumption at the site, the distribution line losses and UFE.

The Billing Demand for System Access Service Charges is the demand coincident to the TA POD peak. The Billing Demand and the Peak Monthly Demand are calculated and defined as shown in the Definition of Billing Demand.

The Peak Monthly Demand may vary as long as Settlement data is subject to change.

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 3)
Conversion kW @ site to kW Coincident to POD Peak	SASPE-1
Demand Charge (\$/kW/day)	SASPE-2
Variable Charge (\$/kWh)	SASPE-3
Pool Price Charge (Peak Period Variable Charge)	SASPE-4

The Demand Charge is calculated as follows:

$$\begin{aligned} \text{Demand Charge} = \\ & \text{SASPE-2*} \\ & \times \text{Billing Demand} \end{aligned}$$

The Variable Charge is calculated as follows:

$$\begin{aligned} \text{Variable Charge} = \\ & \text{SASPE-3*} \times \\ & \text{Energy delivered in the billing period as per Settlement.} \end{aligned}$$

The Pool Price Charge is applied to the energy consumption during the Peak Period (as per Settlement). The Pool Price Charge is calculated as follows:

$$\begin{aligned} \text{Pool Price Charge} = \\ & \text{SASPE-4*} \times \\ & \text{Energy delivered as per Settlement during Peak Period} \times \\ & \text{Average Pool Price during Peak Period.} \end{aligned}$$

The same billing process is used for the Initial Settlement, the Interim Settlement and the Final Settlement.

The Terms and Conditions of the Transmission Administrator apply.

The Terms and Conditions and the Franchise Fee apply to all sites.

* The italicized codes will have an associated value in the attached Table 3.

System Access Service Charges – Application Guide

Continuous Operation Load

Applicable: To the Retailer for services owned by the City of Edmonton for Traffic Lights and other Traffic Control Service.

Rate: System Access Service Charges:

The Transmission Administrators Tariff is applied to each site's contribution to energy at the Transmission Administrator's aggregate POD level. Settlement will provide each sites contribution to energy at the aggregate POD level. Settlement will take into consideration the appropriate load profile, the energy consumption at the site, the distribution line losses and UFE.

The Billing Demand for System Access Service Charges is the demand coincident to the TA POD peak. The Billing Demand and the Peak Monthly Demand are calculated and defined as shown in the Definition of Billing Demand.

The Peak Monthly Demand may vary as long as Settlement data is subject to change.

Charge Type	Value (Refer to the values associated with the Cell References in the Attached Table 3)
Conversion kW @ site to kW Coincident to POD Peak	SASCO-1
Demand Charge (\$/kW/day)	SASCO-2
Variable Charge (\$/kWh)	SASCO-3
Pool Price Charge (Peak Period Variable Charge)	SASCO-4

The Demand Charge is calculated as follows:

$$\text{Demand Charge} = \text{SASCO-2} * \text{Billing Demand}$$

The Variable Charge is calculated as follows:

$$\text{Variable Charge} = \text{SASCO-3}^* \times \text{Energy delivered in the billing period as per Settlement.}$$

The Pool Price Charge is applied to the energy consumption during the Peak Period (as per Settlement). The Pool Price Charge is calculated as follows:

$$\text{Pool Price Charge} = \text{SASCO-4}^* \times \text{Energy delivered as per Settlement during Peak Period} \times \text{Average Pool Price during Peak Period.}$$

The same billing process is used for the Initial Settlement, the Interim Settlement and the Final Settlement.

The Terms and Conditions of the Transmission Administrator apply.

The Terms and Conditions and the Franchise Fee apply to all sites.

* The italicized codes will have an associated value in the attached Table 3.

System Access Service Charges – Application Guide

Distribution Connected Generation

Applicable: To each service where generation exceeds the on-site load and energy is exported back to the distribution system. A bi-directional interval recording meter is required for each Distribution Connected Generation service.

Rate: **System Access Service Charges:**
Any credits received from the Transmission Administrator as a result of the operation of distribution-connected generation will be passed on directly to the generator.

The Terms and Conditions and the Franchise Fee apply to all sites.

Distribution Tariff – Application Guide

Franchise Fee

Applicable: All sites interconnected to EPCOR’s distribution system and located within the City of Edmonton.

Rate: EPCOR will apply the Franchise Fee that the City of Edmonton directs EPCOR to collect.

Distribution Tariff – Application Guide

Definition of Billing Demand

Applicable: All sites.

The Billing Demand is the greatest of:

- i) The Peak Monthly Demand in the last completed month prior to the billing period,
- ii) 90% of the highest Peak Monthly Demand in the last 12 completed calendar months,
- iii) 85% of the highest Peak Monthly Demand in the last 24 completed calendar months,
- iv) 80% of the highest Peak Monthly Demand in the last 36 completed calendar months,
- v) 75% of the highest Peak Monthly Demand in the last 48 completed calendar months,
- vi) 70% of the highest Peak Monthly Demand in the last 60 completed calendar months.

EPCOR will only have 12 months of history starting January 1, 2001 for ratchet purposes and therefore, demand history will accumulate for the following 48 months. On January 1 2005, 60 months of history will be accumulated, and thereafter, all data older than 60 months will no longer be required (assuming that the Transmission Administrator has a 60-month ratchet in effect at that time).

Peak Monthly Demand: means the peak demand in kW that a site contributes to the coincident peak at the Transmission Administrators POD.

For sites with out an interval-recording meter, the Peak Monthly Demand for System Access Service Charges is equal to the site peak (Peak Monthly Demand for Distribution Access Service Charges) multiplied by the Conversion factor listed under each customer group. When Peak Monthly Demand for Distribution Access Service Charges is expressed in kVA, a conversion factor of 0.92 shall be used to convert the kVA to kW.

For sites with an interval-recording meter, the Peak Monthly Demand is calculated as follows:

$$\text{Peak Monthly Demand} = \text{highest 15 minute interval (kW)} \times \text{Diversity Factor} \times (1 + \text{Line Loss Factor})$$

Table 3: Values Referenced in 2001 System Access Service Rate Schedules

Rate Class	Cell Reference	Value	Description
Residential, Commercial/ Industrial Service <50 kVA, Commercial/ Industrial Service 50 kVA to Less Than 150 kVA	SASR-1	49.45%	Conversion kW @ site to kW at Coincident POD peak
Residential, Commercial/ Industrial Service <50 kVA, Commercial/ Industrial Service 50 kVA to Less Than 150 kVA	SASR-2	\$ 0.04882	/kW/day of Demand Charge
Residential, Commercial/ Industrial Service <50 kVA, Commercial/ Industrial Service 50 kVA to Less Than 150 kVA	SASR-3	\$ 0.00192	/ kWh of Energy Charge
Residential, Commercial/ Industrial Service <50 kVA, Commercial/ Industrial Service 50 kVA to Less Than 150 kVA	SASR-4	3.80%	Pool Price Charge (Peak Energy)
150 to 5000 kVA	SASCI-1	61.23%	Diversity Factor
150 to 5000 kVA	SASCI-2	3.68%	Line Loss Factor
150 to 5000 kVA	SASCI-3	\$ 0.04882	/kW/day of Demand Charge
150 to 5000 kVA	SASCI-4	\$ 0.0019206	/ kWh of Energy Charge
150 to 5000 kVA	SASCI-5	3.80%	Pool Price Charge (Peak Energy)
> 5000 kVA	SASCS-1	85.41%	Diversity Factor
> 5000 kVA	SASCS-2	Refer to DAC	Line Loss Factor Varies by Customer, Please refer to Distribution Access
> 5000 kVA	SASCS-3	\$ 0.04882	/kW/day of Demand Charge
> 5000 kVA	SASCS-4	\$ 0.0019206	/ kWh of Energy Charge
> 5000 kVA	SASCS-5	3.80%	Pool Price Charge (Peak Energy)
Direct Connects to T.A.	SASDC-1	100.00%	Diversity Factor
Direct Connects to T.A.	SASDC-2	0.00%	Line Loss Factor
Direct Connects to T.A.	SASDC-3	\$ 0.04882	/kW/day of Demand Charge
Direct Connects to T.A.	SASDC-4	\$ 0.0019206	/ kWh of Energy Charge
Direct Connects to T.A.	SASDC-5	3.80%	Pool Price Charge (Peak Energy)
Direct Connects to T.A.	SASDC-6	\$ 0.06247	/kVAr of Power Factor Charge
Direct Connects to T.A.	SASDC-7	\$ 0.05060	/MWh of TA management fee
Photo Eye	SASPE-1	92.5%	Conversion kW @ site to kW at Coincident POD peak
Photo Eye	SASPE-2	\$ 0.04882	/kW/day of Demand Charge
Photo Eye	SASPE-3	\$ 0.0019206	/ kWh of Energy Charge
Photo Eye	SASPE-4	3.80%	Pool Price Charge (Peak Energy)
Continuous Operating Load	SASCO-1	92.5%	Conversion kW @ site to kW at Coincident POD peak
Continuous Operating Load	SASCO-2	\$ 0.04882	/kW/day of Demand Charge
Continuous Operating Load	SASCO-3	\$ 0.0019206	/ kWh of Energy Charge
Continuous Operating Load	SASCO-4	3.80%	Pool Price Charge (Peak Energy)

Please note that the rates are subject to change as the Transmission Administrator's rate changes. These rates are based on the AEUB's Decision on Interim Refundable rates dated August 8, 2000.

Distribution Tariff – Application Guide

Appendix A

Examples for a One Day Billing Period

	Cust Demand* (kW) @ site Meter	Daily Energy (kWh) @ POD	Peak Daily Energy (kWh) @ POD	Conversion kW @ site to coin POD pk kWh	Forecast Average Pool Price (\$/MWh)	Demand Charge \$/kW/day	Energy Charge \$/MWh	Percent Coeff	Daily Bill
Res. Com, Ind < 150 kVA									
Demand Charge	2.76	20.00	8.81	49.45%		\$ 0.04882			\$ 0.067
Energy Charge	2.76	20.00	8.81				\$ 1.9206		\$ 0.038
Pool Price Charge	2.76	20.00	8.81		\$ 48.61			3.80%	\$ 0.016
Sub-Total	* Determined through Conversion 7.251 kWh/day/kW								\$ 0.121
150 kVA to 5,000 kVA	Cust Dem (kW)	Daily Energy (kWh) @ POD	Peak Daily Energy (kWh) @ POD	Diversity Factor	Forecast Average Pool Price (\$/MWh) Line Loss Factor	Demand Charge \$/kW/day	Energy Charge \$/MWh	Percent Coeff	Daily Bill
Demand Charge	500	6,250	2,875	61.23%	3.68%	\$ 0.04882			\$ 15.50
Energy Charge	500	6,250	2,875				\$ 1.9206		\$ 12.00
Pool Price Charge	500	6,250	2,875		\$ 48.61			3.80%	\$ 5.31
Sub-Total	TA POD Demand is Customer Demand X (1+Loss Factor) X Diversity								\$ 32.81
Customer Specific	Cust Dem (kW)	Daily Energy (kWh) @ POD	Peak Daily Energy (kWh) @ POD	Diversity Factor	Forecast Average Pool Price (\$/MWh) Line Loss Factor	Demand Charge \$/kW/day	Energy Charge \$/MWh	Percent Coeff	Daily Bill
Demand Charge	15,000	324,000	108,000	85.41%	0.35%	\$ 0.04882			\$ 628
Energy Charge	15,000	324,000	108,000				\$ 1.9206		\$ 622
Pool Price Charge	15,000	324,000	108,000		\$ 48.61			3.80%	\$ 199
Sub-Total	TA POD Demand is Customer Demand X (1+Loss Factor) X Diversity								\$ 1,449
Direct Connects	Cust Dem (kW)	Daily Energy (kWh) @ POD	Peak Daily Energy (kWh) @ POD	Diversity Factor	Forecast Average Pool Price (\$/MWh) Line Loss Factor	Demand Charge \$/kW/day	Energy Charge \$/MWh	Percent Coeff	Daily Bill
Demand Charge	15,000	324,000	108,000	100.00%	0.00%	\$ 0.04882			\$ 732
Energy Charge	15,000	324,000	108,000				\$ 1.9206		\$ 622
Pool Price Charge	15,000	324,000	108,000		\$ 48.61			3.80%	\$ 199
Sub-Total	TA POD Demand is Customer Demand X (1+Loss Factor) X Diversity								\$ 1,554
Night Lighting	Cust Demand * (kW) @ site meter	Daily Energy (kWh) @ POD	Peak Daily Energy (kWh) @ POD	Conversion to kW @ POD Pk	Forecast Average Pool Price (\$/MWh)	Demand Charge \$/kW/day	Energy Charge \$/MWh	Percent Coeff	Daily Bill
Demand Charge	0.485	5.3	1.0	92.5%		\$ 0.04882			\$ 0.022
Energy Charge	0.485	5.3	1.0				\$ 1.9206		\$ 0.0102
Pool Price Charge	0.485	5.3	1.0		\$ 48.61			3.80%	\$ 0.0018
Sub-Total	* Determined through Conversion 10.937 kWh/day/kW								\$ 0.0339
Continuous Lighting (Traffic)	Cust Demand * (kW) @ site meter	Daily Energy (kWh) @ POD	Peak Daily Energy (kWh) @ POD	Conversion to kW @ POD Pk	Forecast Average Pool Price (\$/MWh)	Demand Charge \$/kW/day	Energy Charge \$/MWh	Percent Coeff	Daily Bill
Demand Charge	1.061	24	9	92.5%		\$ 0.04882			\$ 0.048
Energy Charge	1.061	24	9				\$ 1.9206		\$ 0.046
Pool Price Charge	1.061	24	9		\$ 48.61			3.80%	\$ 0.016
Sub-Total	* Determined through Conversion 22.615 kWh/day/kW								\$ 0.110

Distribution Tariff Bylaw 12367

August 18, 2000

Page 22 of 22

DT – Schedule 2

Copyright of The City of Edmonton Bylaws belongs to The City of Edmonton. No person may reproduce copies of the bylaws for any purpose other than personal use without the consent of the City of Edmonton. This consolidation has no legislative sanction and has been produced solely for the convenience of research. The official Bylaws available at the Office of the City Clerk must be consulted for all purposes of interpreting and applying the law. This consolidation does not contain maps, charts and graphs contained in the printed version.

DT – Schedule 3

Deferral Rider

Effective January 1, 2001, the 2000 Deferral Rider Bylaw 12372 is incorporated into and forms part of this Bylaw.

DT – Schedule 4

Incentive Regulation Plan

TABLE OF CONTENTS

1.0 PURPOSE OF EPCOR DISTRIBUTION INCENTIVE REGULATION PLAN	3
2.0 CONTROLLABLE COMPONENT OF DISTRIBUTION TARIFF 3	
2.1 SCOPE OF CONTROLLABLE DISTRIBUTION TARIFF	3
2.2 TIMING OF CHANGES IN CONTROLLABLE DISTRIBUTION TARIFF	4
2.3 CALCULATING THE CONTROLLABLE DISTRIBUTION TARIFF	4
2.3.1 <i>Process for Tariff Adjustment on Forecast Basis</i>	4
2.3.2 <i>Calculation of Inflation Rate</i>	4
2.3.3 <i>Rebalancing of Rate Components</i>	7
2.3.4 <i>Annual Distribution Tariff Filing</i>	7
2.3.5 <i>Tariff Adjustment to Actual Inflation Levels</i>	9
3.0 FLOW-THROUGH COMPONENT OF THE DISTRIBUTION TARIFF	9
3.1 TRANSMISSION SYSTEM ACCESS TARIFF FLOW-THROUGH	10
3.2 FLOW-THROUGH COSTS DEFINED BY GOVERNMENT AGENCIES	10
3.3 FLOW-THROUGH COSTS CREATED BY UNCONTROLLABLE FACTORS	10
3.3.1 <i>Changes in Governing Legislation</i>	10
3.3.2 <i>Injuries and Damages Deferral Account</i>	10
3.3.3 <i>Inflation Beyond Controllable Cost Range</i>	11
3.3.4 <i>Adjustment to Actual Inflation Rates</i>	12
3.3.5 <i>Interest Rate Adjustment</i>	12
3.3.6 <i>Transition of Default Supply Customers to Competitive Suppliers</i>	13
3.4 FLOW-THROUGH RECONCILIATION ACCOUNT	14
3.5 DISTRIBUTION PERFORMANCE INCENTIVE TARGETS	14
3.5.1 <i>Reliability</i>	14
3.5.2 <i>Safety</i>	15
3.5.3 <i>Environment</i>	15
3.5.4 <i>Assessment & Reporting</i>	16
3.6 FLOW-THROUGH CATEGORY IDENTIFICATION	16
3.7 RECOVERY OF FLOW-THROUGH COSTS	17
3.8 PRICING OF REGULATED NON-ENERGY SERVICES	17
4.0 TERMS OF INCENTIVE REGULATION PLAN	18
4.1 REQUIREMENT FOR INDEPENDENT EXPERT ASSESSMENTS	18
4.2 REGULATORY REVIEW ADMINISTRATOR	19
4.3 REGULATORY REVIEW OF OUTSTANDING DEFICIENCIES	20
4.4 TERM OF INCENTIVE REGULATION PLAN	20

1.0 Purpose of EPCOR Distribution Incentive Regulation Plan

The purpose of the EPCOR Distribution Incentive Regulation Plan is to

- (a) create incentives for productivity, cost-control and organizational effectiveness,
- (b) establish quantitative targets for safety, reliability & the environment, and incent and measure EPCOR Distribution's achievement of these targets,
- (c) establish a five year operational horizon in which to meet these objectives.

2.0 Controllable Component of Distribution Tariff

2.1 Scope of Controllable Distribution Tariff

The Controllable Component of the Distribution Tariff ("the Controllable Distribution Tariff") recovers the controllable costs of regulated distribution services provided by EPCOR Distribution in its Edmonton service area.

Costs not controllable by EPCOR Distribution are recovered on a flow-through basis, as set out below.

Monopoly services whose costs are dependant on the particular circumstances of the requestor ("jobbing"), and services which can be provided by any qualified, competitive business, are not recovered through the Distribution Tariff, but through direct invoicing of the service requestor.

2.2 Timing of Changes in Controllable Distribution Tariff

For purposes of calculating changes in the Controllable Distribution Tariff, the term “Tariff Year” refers to the period from October 1 to the following September 30.

The calculated changes in the Controllable Distribution Tariff will be made public on or before December 1 of each year.

2.3 Calculating the Controllable Distribution Tariff

2.3.1 Process for Tariff Adjustment on Forecast Basis

Each Tariff Year, the Distribution Tariff Adjustment Formula (“the Formula”) is calculated on a forecast basis as follows:

$$\begin{aligned} & \text{Existing Unit Rate} + \\ & \text{Existing Unit Rate} \times (\text{Inflation Rate} \times 85\%) \\ & = \text{New Unit Rate} \end{aligned}$$

The Formula is applied to each unit rate contained in the Controllable Distribution Tariff.

The Formula is not applied to the costs set out in Section 3, “Flow-Through Component of the Distribution Tariff”

2.3.2 Calculation of Inflation Rate

2.3.2.1 Price Indexes Used

The indices initially used to calculate the Inflation Rate are:

2.3.2.1.1 Consumer Price Index (CPI)

Consumer Price Index (CPI): Statistics Canada Series P209000 –
CPI, 1996 Classification, 1992-100, Alberta, All Items.

2.3.2.1.2 Industrial Product Price Index (IPPI)

Industrial Product Price Index (IPPI): Statistics Canada Series P3147, Industrial Product Price Index for Industrial Electrical Equipment (1992 = 100), including subcategories of:

- Power, Distribution and Other Transformers (which includes Transformer Equipment and Power and Distribution Transformers);
- Other Voltage Stabilizers and Regulating Transformers;
- Power Circuit Breakers;
- Cutouts and Other Switching and Protective Equipment;
- Industrial Control Equipment (which includes Relays, Parts, Switchboards 1000 volts or less and Switchboards over 1000 volts);
- Converter Equipment; and
- Electrical and Electronic Measuring Instruments.

Because this index is extremely volatile (ranging from 0.2% to 11.1% over the past five years), a five year rolling average IPPI value will be used.

2.3.2.1.3 Weighting of Price Indexes

The initial weighting of these two factors, based on the costs that they drive, is 48% CPI, 52% IPPI. Depending on EPCOR Distribution's changing level of exposure to these factors, the percent weighting may be modified annually.

2.3.2.1.4 Change of Price Indexes

EPCOR Distribution may determine that other price indices and weighting factors better track its cost changes, and in which case it must prepare a report setting out the statistical basis of that determination.

2.3.2.2 Inflation Rate

The Inflation Rate is calculated as:

$$\text{CPI} * \text{CPI Weighting Factor} + \text{IPPI} * \text{IPPI Weighting Factor} \\ = \text{Inflation Rate}$$

2.3.3 Rebalancing of Rate Components

Since practices of distribution rate design must evolve to serve customers' needs, and must remain generally consistent with the practices of other regulated jurisdictions, EPCOR Distribution is permitted to rebalance any components of the Controllable Distribution Tariff based on an appropriate Cost Of Service study, provided that by so doing there is no forecast change in the total revenue receivable from the Tariff.

2.3.4 Annual Distribution Tariff Filing

On or before December 1st, the Controllable Distribution Tariff will be filed with the Regulator for information each Tariff Year, and will contain a Report setting out:

- Changes from the previous tariff
- The calculations used in applying the Formula, together with the public sources used for input values to that Formula
- A description of any rate rebalancing which has taken place within the revenue cap permitted by the Formula

- Reporting on the Performance Incentive Targets, as set out below.

This report will be made available to the public by all appropriate means, including posting to the corporate web site, and provision of a printed copy to any interested party.

2.3.5 Tariff Adjustment to Actual Inflation Levels

At the conclusion of each Tariff Year, the actual Inflation Rate will be substituted for the forecast Inflation Rate, and actual Unit Rates calculated. The difference related to changes in unit rates will be recovered as a Flow-Through Cost.

3.0 Flow-Through Component of the Distribution Tariff

The Flow-Through components of EPCOR's Distribution Tariff ("the Flow-Through Distribution Tariff") includes costs are related to:

- Transmission Administrator's Tariff: the charges imposed for the use of the provincial transmission system, as approved by the AEUB;
- Government Agencies: taxes, fees & levies of federal, provincial and municipal levels of government;
- Uncontrollable Factors, including:
 - Changes in Governing Legislation & Force Majeure;
 - Inflation Beyond Controllable Cost Range;
 - Adjustments to Actual Inflation Rates & Interest Rates ;
- Distribution Performance Incentives;
- Flow-Through Reconciling Account.

These costs are stated as a separate component of the Distribution Tariff. EPCOR Distribution will seek to modify the Flow-Through component on the same annual cycle used for the Controllable Distribution Tariff. However major financial events may require more rapid response and adjustment, in which case EPCOR Distribution will endeavor to provide Retailers and the public with as much advance notice and information as possible.

3.1 Transmission System Access Tariff Flow-Through

EPCOR's Transmission System Access Tariff is intended to precisely reflect the costs of transmission which it receives from the provincial Transmission Administrator.

EPCOR Distribution will state the Transmission System Access Service component of the Distribution Tariff as a separate set of unit rates, as required by the Distribution Tariff Regulation [s. 12(b)(ii)]. Transmission charges will be separately tracked in all invoicing, and the exact recovery of these charges will be reconciled annually.

3.2 Flow-Through Costs Defined by Government Agencies

This includes federal, provincial, and municipal taxes, franchise fees & levies.

3.3 Flow-Through Costs Created by Uncontrollable Factors

3.3.1 Changes in Governing Legislation

In the event of substantial changes in governing legislation, EPCOR will prepare a compliance plan and budget.

3.3.2 Injuries and Damages Deferral Account

3.3.2.1 Costs Related to Injuries and Damages

Costs to be included in the Injuries and Damages Deferral Account are:

- Deductible amounts of any insurance policies covering specific perils, with respect to all perils in respect of which a bond-fide insurance claim has been made

- Costs not covered by insurance arising from acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, floods, earthquakes, explosions, fires, civil disturbance, mechanical breakdowns; 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 causes whether of the kind herein enumerated or otherwise, not within the reasonable control of Distribution and which by the exercise of reasonable diligence and at a reasonable cost Distribution is unable to prevent or overcome.

To the extent that a new form of insurance against injuries & damages events becomes available at a prudent price, its cost will be included as a flow-through item.

3.3.2.2 Identification of Costs Included in the Injuries and Damages Deferral Account

EPCOR Distribution will identify events whose costs are to be included in the Injuries and Damages Deferral Account.

3.3.2.3 Recovery of Injuries and Damages Deferral Account

EPCOR Distribution will determine a reasonable time frame over which any balances in the Injuries and Damages Deferral Account will be recovered as a Flow-Through component of the Distribution Tariff. Any outstanding balance in the Deferral Account will be treated as a Working Capital item.

3.3.3 Inflation Beyond Controllable Cost Range

If the forecast rate of inflation is less than 2%, EPCOR Distribution may prepare a financial plan demonstrating the need for a unit rate increase less than or equal to 2%.

If the forecast rate of inflation is greater than 5%, EPCOR Distribution may prepare a financial plan demonstrating the appropriateness of a unit rate increase less than 85% of the forecast rate of inflation.

"This financial plan will include a proposed Distribution Tariff, and shall include a report addressing all Guiding Objectives set out in Bylaw 12294, EPCOR Rates Procedures Bylaw, section 5. The financial plan will be provided to the Regulatory Review Administrator at least 30 days prior to the commencement of a Tariff Year.

The Regulatory Review Administrator will consider the financial plan, and will produce a Report to the Regulator. This Report will be provided to EPCOR Distribution at least two weeks prior to its provision to the Regulator. Any comments that EPCOR Distribution wishes to make to the Report will be attached to the Report when it is conveyed to the Regulator.

The Regulator may then require EPCOR Distribution to appear before it, and/or may direct EPCOR Distribution to vary the proposed Distribution Tariff to its satisfaction."

3.3.4 Adjustment to Actual Inflation Rates

This includes adjustment costs calculated as set out in section 2.3.5: Tariff Adjustment to Actual Inflation Levels.

3.3.5 Interest Rate Adjustment

Interest rates are not controllable by EPCOR Distribution. In the event that interest rates rise significantly above the CPI index level, there would not be sufficient revenue flow to support the cost of new borrowings.

The difference between inflation and interest rates is commonly referred to as the Real Rate of Return. EPCOR Distribution's Real Rate of Return for 2001 is 5.8%. In the event that this value changes in future years,

EPCOR Distribution will develop a technical analysis of this change, and will make an appropriate adjustment.

If during the previous Tariff Year, EPCOR's cost of borrowing was greater than CPI + the Real Rate of Return, then EPCOR is allowed in the current Tariff Year and in all following Years to recover an Interest Rate Adjustment amount related to that previous Year, calculated for each debt instrument as:

$$\begin{aligned} & [(\text{Actual Debt Rate}) - \\ & (\text{CPI} + \text{EPCOR Distribution's Real Rate of Return})] \\ & \times \text{Actual Amount Borrowed by EPCOR Distribution} = \\ & \text{Interest Rate Adjustment Amount} \end{aligned}$$

3.3.6 Transition of Default Supply Customers to Competitive Suppliers

The Default Supply provisions of the Roles, Relationships and Responsibilities Regulation create liabilities for the Default Supplier which are not covered by existing customer contracts and agreements.

Accordingly, in the event that a Site enrolled with the Default Supplier is judged by the Default Supplier to have ceased to do business at that Site, the Default Supplier can at any time provide written notice of that judgement to EPCOR Distribution, and will from the date on which that written notice is received by EPCOR Distribution be reimbursed by EPCOR Distribution for any minimum charges associated with that Site.

In this context, Default Supply does not include service to customers eligible for the Regulated Rate Option.

All such minimum charges will be retained in a Customer Choice Transition Account, and recovered as a flow-through cost from all Distribution customers. It may be noted that this is the current industry practice, which is in effect being grandfathered for customers receiving Default Supply.

3.4 Flow-Through Reconciliation Account

From time to time an inadvertent surplus or shortfall of flow-through collections will occur. With each annual distribution rate adjustment, the previous Year's variances will be added up, and a unit rate set to pay out or recover the outstanding amount over the next Tariff Year.

3.5 Distribution Performance Incentive Targets

3.5.1 Reliability

The Index of Reliability (IOR) is the per unit of annual customer hours that service is available (excluding load shedding) and is expressed as:

$$\text{IOR} = \frac{\text{Total Customer Hours Available} - \text{SAIDI}}{\text{Total Customer Hours}}$$

An IOR of 1000 represents 100% reliability.

SAIDI is an indicator of system reliability that expresses the length of outage that customers experience on average during the year. All planned and unplanned distribution system interruptions of one minute or more are used to calculate this index. It is defined as the total hours of power interruptions normalized per customer served and is expressed as:

$$\text{SAIDI} = \frac{\text{Total Customer Hours of Interruptions}}{\text{Total Number of Customers Served}}$$

In order to create an effective productivity incentive, factors out of the control of EPCOR Distribution are removed. Accordingly, interruptions caused by generation or transmission deficiencies, (including without limitation underfrequency circuit trips and orders of the System Controller to reduce load) are excluded from SAIDI calculations. Extreme weather conditions (such as major ice storms) resulting in more than 5,000 customer service interruptions are excluded for a twenty-four hour period;

outages beyond that period are deemed to be within the control of EPCOR distribution to rectify and restore.

The zero point is IOR = 939.

For each IOR point above 939,
the reward is \$ 12,500, to a maximum of \$ 250,000 (IOR = 959).

For each IOR point below 939,
the penalty is \$ 16,666, to a maximum of - \$ 250,000 (IOR = 924).

3.5.2 Safety

The safety performance index (SPI) is an indicator of the adherence to the safety management program (excluding the meter reading function) EDI has in place to ensure the protection of its workforce.

The SPI is based on a composite of 75% Results Based Activities (RBA) and 25% Results Based Outcomes (RBO). It is an indication of the leadership and administration, hazard management, competency and training, promotion and monitoring (RBA), along with all injury frequency, lost time frequency and severity rate (RBO). EPCOR Distribution will provide the detailed SPI calculation procedures with each annual Performance Incentive Report.

For each point above 97,
the reward is \$13,333, to a maximum of \$200,000.

For each point below 97,
the penalty is \$10,000, to a maximum of - \$200,000.

3.5.3 Environment

The environmental index (EI) is an indicator of EDI's environmental plan compliance. It is based upon a composite of reportable incidents, non-compliance notifications received from the government, major complaints,

leadership and administration, competency and training and overall EDI environmental plan compliance. The 2000 target (100%) is 117 points. EPCOR Distribution will provide the detailed EI calculation procedures with each annual Performance Incentive Report.

For each point above 117,
the reward is \$16,667, to a maximum of \$ 50,000.

For each point below 117,
the penalty is \$5,000, to a maximum of - \$50,000.

3.5.4 Assessment & Reporting

EPCOR will prepare an assessment of its performance during each Tariff Year. The above reward/penalty formula will then be applied, and the appropriate amount treated as a Flow-Through Cost for recovery during the following Year. Point amounts will be rounded to the nearest tenth.

Each year's performance assessments will be made public on December 1, including posting on the EPCOR Distribution web site.

3.6 Flow-Through Category Identification

Changes in the electric industry could create new categories of uncontrollable costs and risks. Should this occur, EPCOR Distribution will produce a report addressing the following factors, and any other matters relevant to the circumstances:

- the specific cost category,
- the material changes in risk and controllability, and the factors which have led to this change,
- whether there exist prudently priced commercial risk management tools that could control this cost,

- whether the potential effect on EPCOR Distribution's total costs could reasonably be expected to exceed an annual materiality threshold of \$500,000.

EPCOR Distribution will whenever possible attempt to implement such changes on the usual Tariff Year cycle. However if unforeseen changes in the industry occur, this change will be made immediately, and an immediate report made to the Regulatory Review Administrator.

3.7 Recovery of Flow-Through Costs

Each flow-through amount will be calculated as set out. If the unit rate by which the cost is to be recovered must be determined, EPCOR Distribution will select

- an appropriate cost allocation base such as energy, demand, or customers,
- an appropriate timeframe, and
- the classes of parties who should be responsible for payment of the various unit rates recovering this cost,

and will include these calculations in the cost of service study used to derive the distribution unit rates, in such a fashion that their amount and recovery can be readily audited.

3.8 Pricing of Regulated Non-Energy Services

In the changing world of electric industry competition, the appropriate price levels for regulated non-energy services are difficult to determine. The Incentive Regulation Plan would otherwise incent EPCOR Distribution to cut back on non-energy services to drive down costs. Accordingly, regulated non-energy services may be priced at cost plus a maximum margin of 10%.

The pricing of competitive non-energy services will be set in the commercial marketplace.

4.0 Terms of Incentive Regulation Plan

4.1 Requirement for Independent Expert Assessments

Given the rapidly evolution of the competitive electricity marketplace, EPCOR is authorized to implement all specified Tariff changes as appropriate. However all such changes will be brought to the attention of EPCOR's Corporate External Auditor, who will ensure that an independent assessment is made by an appropriately qualified expert, and that this expert prepares a written Regulatory Review Report including but not limited to the following matters:

- **Transmission cost recovery:** ensuring that costs and recoveries of provincial transmission charges are in correct balance.
- **Calculation of controllable distribution tariff:** confirm that the unit rates have been correctly calculated, that any rate rebalancing has been carried out within the revenue cap, that any changes in price index weighting is appropriately supported, and that there is a sound statistical basis for changing the price indexes used.
- **Government Agencies:** assess the matching between charges by government agencies and their recovery.
- **Legislation Changes & Injuries and Damages Deferral Account:** Consider the reasonableness of the compliance plan and budget related to specified changes in legislation. Assess whether an identified event falls within the force majeure definition, and whether all such events fall beyond the materiality threshold. Further, consider the reasonableness of the costs to be included in the Injury and Damage Deferral Account.
- **Inflation & Interest:** Review and assess the required financial plan in the event that inflation is forecast beyond the controllable cost range. Confirm that the calculations of the adjustment to actual inflation rates and to interest rates have been carried out correctly.

- **Reconciliation Account:** Ensure that all surplus or shortfall amounts have been properly assigned to the reconciliation account.
- **Performance Incentive Targets:** Confirm that the calculation of performance metrics and of reward/penalty amounts has been correctly carried out, and is based on correct operational information. Assess the appropriateness of any changes in Performance Incentive metrics.
- **Flow-Through Category Identification:** Review the report addressing the creation of a new flow-through cost category, and confirm that the required threshold tests have been met.
- **Recovery of Flow-Through Costs:** Inspect the calculation of flow-through unit rates, and audit the recovery of all amounts.

EPCOR Distribution will be provided a copy of all such Reports, and will be afforded a one-month interval in which to respond to and propose remedies for any identified deficiencies. The expert who prepared the original report will then be retained to provide a supplementary report, indicating whether the proposed remedies would provide a reasonable rectification of identified deficiencies.

4.2 Regulatory Review Administrator

The City of Edmonton as Regulator will appoint a senior official of the City of Edmonton to act as the Regulatory Review Administrator. The Administrator will receive in confidence all Regulatory Review Reports, together with the written responses of EPCOR Distribution, and any supplementary reports.

4.3 Regulatory Review of Outstanding Deficiencies

The Administrator will produce a written Annual Report to the Regulator, outlining any matters which, after EPCOR Distribution's proposed remedy of deficiencies, have received a qualified or negative supplementary report, on any proposed remedies which have not been implemented as stated, and on any other matters that the Administrator wishes to bring to the Regulator's attention.

The Administrator will supply a copy of its Annual Report to EPCOR Distribution at least two weeks prior to its provision to the Regulator, and will attach a copy of any comments that EPCOR Distribution wishes to make to the Report.

The Regulator may then require EPCOR Distribution to appear before it, and may direct EPCOR Distribution to take such steps as it deems necessary to remedy the matter.

4.4 Term of Incentive Regulation Plan

From January 1, 2002 to December 31, 2005 the Incentive Regulation Plan will be used to set Controllable Distribution Tariff.

Calculation of flow-through amounts will commence on January 1, 2001. Collection of flow-through amounts and appropriate modification of tariffs may commence during 2001.

From July 1, 2005 onwards, the Plan may be terminated upon six months' notice by either party. Any flow-through deferral account amounts outstanding at the termination of the plan will be recovered within the following twelve-month period.

DT – Schedule 5

Distribution Tariff

Terms and Conditions

Table of Contents

PART 1 - GENERAL

ARTICLE 1 – APPLICATION OF DISTRIBUTION TERMS AND CONDITIONS

- 1.1 Distribution Tariff
- 1.2 Distribution Service Connections
- 1.3 Distribution Access
- 1.4 Effective Date
- 1.5 Application of Distribution Terms
- 1.6 Terms and Conditions Prevail
- 1.7 Regulator Approval

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

- 2.1 Schedules and Appendices
- 2.2 Headings
- 2.3 Conflicts
- 2.4 Definitions

ARTICLE 3 – GENERAL TERMS

- 3.1 EPCOR Service Commitment
- 3.2 Application to All Customers
- 3.3 Fees and Other Charges
- 3.4 Distribution Access Information
- 3.5 Responsibility for Distribution Access Service
- 3.6 Ownership of Facilities
- 3.7 Customer Connection Guide
- 3.8 Service Connection Information
- 3.9 Service Connection Approvals
- 3.10 Service Calls
- 3.11 Payment for Services
- 3.12 Returned Cheque Fee
- 3.13 Continuity of Distribution Access Service
- 3.14 EPCOR Distribution Liability
- 3.15 Responsibility for Customer Facilities
- 3.16 Indemnity by Customer
- 3.17 EPCOR Distribution Not Responsible for Retailer
- 3.18 Indemnity by Retailer
- 3.19 Limitation on Liability of Retailer for Customer Obligations
- 3.20 Business Transactions Procedures

- 3.21 Compliance with Applicable Legal Authorities
- 3.22 Non-Waiver
- 3.23 Law

PART 2 – SERVICE CONNECTIONS

ARTICLE 4 – CUSTOMER OBLIGATIONS

- 4.1 Terms of Service Connections

ARTICLE 5 – SERVICE CONNECTION DESIGN

- 5.1 Service Connection Requirements
- 5.2 Assessment of Service Connection
- 5.3 Determination of Site Electrical Requirements
- 5.4 Requirement for Detailed Design
- 5.5 Forecast Information

ARTICLE 6 – CONSTRUCTION OF SYSTEM ACCESS FACILITIES

- 6.1 Facilities Planning
- 6.2 Assessment Prior to Distribution Access Service
- 6.3 Refusal of Distribution Access Service
- 6.4 Construction of Distribution Access Facilities
- 6.5 Construction Requirements
- 6.6 Customer Obligations for Financing Construction
- 6.7 Rejection of Request for Distribution Access Service
- 6.8 Costs Incurred for Systems Access Facilities
- 6.9 Contribution Levels
- 6.10 Contracted Minimum Demand
- 6.11 Delay in Taking Service
- 6.12 Underground Extensions
- 6.13 Conversion of Facilities
- 6.14 Temporary Service Connection

ARTICLE 7 – SERVICE CONNECTION

- 7.1 Service Connection
- 7.2 Conditions for Energizing a Site
- 7.3 Interruption
- 7.4 System Controller Requirements
- 7.5 Compliance with Governmental Directives
- 7.6 No Interference with EPCOR Distribution's Property
- 7.7 Protection of EPCOR Distribution's Equipment

7.8 Unauthorized Use or Unsafe Conditions

ARTICLE 8 CHANGE IN SERVICE CONNECTION

- 8.1 Prior Notice by Customer
- 8.2 Changes to EPCOR Distribution Facilities
- 8.3 Relocation of EPCOR Distribution Facilities

ARTICLE 9 – CUSTOMER’S FACILITIES

- 9.1 Compliance with Requirements and Use of Service Connection
- 9.2 Parallel Operation
- 9.3 Power Factor
- 9.4 Extensions
- 9.5 Protective Devices

ARTICLE 10 – TRANSFER CAPACITY

- 10.1 Available Transfer Capacity
- 10.2 Request for Reserve
- 10.3 Changes for Reserve
- 10.4 Transmission Contribution

ARTICLE 11 – RIGHTS OF ACCESS

- 11.1 Easements
- 11.2 Right of Entry
- 11.3 Vegetation Management
- 11.4 Interference with EPCOR Distribution’s Facilities

ARTICLE 12 – METERS

- 12.1 Meter Install and Charges
- 12.2 Interval Meter Threshold
- 12.3 Retailer/Customer Initiated
- 12.4 Performance
- 12.5 Relocating Facilities – Cost of Service
- 12.6 Responsibility of Customer
- 12.7 Location
- 12.8 Ownership
- 12.9 Meter Reading
- 12.10 Estimated Consumption
- 12.11 Adjustments for Faulty Metering
- 12.12 Peak Metered Demand Waiver

ARTICLE 13 – SERVICE DISCONNECTS AND RECONNECT

- 13.1 Disconnection of Service
- 13.2 Reconnect Service
- 13.3 Removal of Facilities

PART 3 – DISTRIBUTION ACCESS SERVICE

ARTICLE 14 – TERMS FOR RETAILER DISTRIBUTION ACCESS SERVICE

- 14.1 Terms for Retailer Distribution Access Service
- 14.2 Distribution Access Service
- 14.3 Conditions for Providing Distribution Access Services to Retailers
- 14.4 Providing List of Authorized Persons to EPCOR Distribution
- 14.5 Maintain Distribution Terms
- 14.6 Responsibility for Electricity Purchases
- 14.7 Arrangements with Customers

ARTICLE 15 – DEALING WITH CUSTOMERS

- 15.1 Deemed Acceptance by Customers
- 15.2 Customer Acceptance of Distribution Terms
- 15.3 Enrollment for Distribution Access Service
- 15.4 Conditions for Successful Enrollment of a Site
- 15.5 Retailer Obtaining Customer Authorizations
- 15.6 Enrollment Process
- 15.7 Retailer of Record for a Site
- 15.8 Enrollment Creates Financial Obligation
- 15.9 Continuation of Financial Obligation
- 15.10 Customer Inquiries
- 15.11 Information about Emergencies and Outages
- 15.12 Provision of Customer Information to Retailer
- 15.13 Provision of Customer Information to EPCOR Distribution
- 15.14 Retailer Identification
- 15.15 Ownership of Facilities

ARTICLE 16 - BILLING AND PAYMENT

- 16.1 Financial Data
- 16.2 Retail of Record Financial Obligations
- 16.3 Distribution Access Services and System Access Services
- 16.4 Miscellaneous Services
- 16.5 Electronic Billing
- 16.6 Payment of Bills
- 16.7 Obligation to Pay Bills
- 16.8 Collection of Taxes
- 16.9 Late or Unpaid Bills
- 16.10 Adjustment of Bills
- 16.11 Unauthorized Use
- 16.12 Retailer Responsible to Bill Customers

ARTICLE 17 – DISCONTINUANCE OF DISTRIBUTION ACCESS SERVICE

- 17.1 Procedures for Distribution Access Service
- 17.2 Discontinuance by the Retailer
- 17.3 Discontinuance by EPCOR Distribution
- 17.4 Disconnection at Request of Customer
- 17.5 Disconnection by EPCOR Distribution for Safety Reasons
- 17.6 Disconnection Other Than for Safety
- 17.7 Disconnection at Request of Retailer
- 17.8 Notice to Retailer
- 17.9 Reconnect Service
- 17.10 Removal of Facilities

ARTICLE 18 – PRUDENTIAL REQUIREMENTS

- 18.1 Setting of Prudential Requirements
- 18.2 Review and Reassessment
- 18.3 Costs

ARTICLE 19 – METERING

- 19.1 Provision of Meters

ARTICLE 20 – LOAD SETTLEMENT

- 20.1 Provision of Settlement Services
- 20.2 No Liability for Errors
- 20.3 Request for Information

ARTICLE 21 – DEFAULT

- 21.1 Events of Default
- 21.2 Rights Upon Default
- 21.3 Customers Moved to Supplier of Last Resort

PART 4 – GENERATING CUSTOMERS

22.1 Availability of Distribution System

SCHEDULES

- Schedule A – Distribution Service Agreement
- Schedule B – Prudential Requirements
- Schedule C – Communication Testing Procedure
- Schedule D – Disconnect for Non Payment Terms
- Schedule E – Electrical Connection Point

REFERENCE MATERIAL

- Customer Connection Guide
- Business Transaction Procedure Guide

PART 1 - GENERAL

ARTICLE 1 – APPLICATION OF DISTRIBUTION TERMS AND CONDITIONS

1.1 Distribution Tariff

EPCOR Distribution Inc. provides its various Distribution Services under a City of Edmonton Bylaw which includes the Distribution Price Schedule, these terms and conditions, (the “Distribution Terms”), and Schedules all of which are available for public inspection during normal business hours at the business offices of EPCOR Distribution.

1.2 Distribution Service Connections

Part 2 of these Distribution Terms are the terms and conditions upon which EPCOR Distribution offers Distribution Service Connections to all Customers for the provision of wire services on its electrical distribution system.

1.3 Distribution Access

Part 3 of these Terms and Conditions are the terms and conditions upon which EPCOR Distribution offers Distribution Access Services to Retailers offering to Customers electrical utility services using EPCOR Distributions electric distribution system.

1.4 Effective Date

These Distribution Terms have been approved by the Regulator and come into force on January 1, 2001.

1.5 Application of Distribution Terms

These Distribution Terms apply to:

- (a) each Customer to whom EPCOR Distribution provides a Service Connection; and
- (b) each Retailer who enters into a Distribution Services Agreement with EPCOR Distribution.

Without limiting the generality of the foregoing, the use by the Customer of a Service Connection to obtain Distribution Access Service or the payment by the Customer of an account rendered by EPCOR Distribution or any Retailer in relation to a Service Connection or Distribution Access Service provided by EPCOR Distribution shall constitute acceptance by the Customer of all of the provisions of these Distribution Terms.

1.6 Terms and Conditions Prevail

These Distribution Terms, as amended from time to time, apply to every Retailer and Customer, including Customer(s) for whom a Retailer is acting as an agent in its dealings with EPCOR Distribution.

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 Regulator.

1.7 Regulator Approval

The Regulator has approved these Terms and Conditions. EPCOR Distribution may amend these Terms and Conditions by filing a notice of amendment with the Regulator. EPCOR Distribution shall provide all affected Retailers with notice of the amendments not less than 60 days before such amendments are effective or such other notice as the Regulator otherwise directs.

ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1 Schedules and Appendices

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

- Schedule A – Distribution Service Agreement
- Schedule B – Prudential Requirements
- Schedule C – Communication Testing Procedure
- Schedule D – Disconnect for Non Payment Terms
- Schedule E – Electrical Connection Point

2.2 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.

2.3 Conflicts

If there is any conflict between a provision expressly set out in an application, contract or agreement for the provision of a Service Connection or any order of the Regulator, or these Distribution Terms, the order of the Regulator and these Distribution Terms, as the case may be, shall govern.

2.4 Definitions

The following words and phrases, whenever used in these Distribution Terms, a Distribution Services Agreement or an application or agreement relating to a Service Connection, shall have the following meanings:

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

“Alberta Settlement System Code” means the settlement system code established by the Minister of Resource Development or the Executive Director of the Department of Resource Development pursuant to the *Roles, Relationships and Responsibilities Regulation*, AR 86/2000.

“Associated Metering Equipment” means Facilities that are integral to the installation and operation of a meter and includes transformers, cabinets, switches and wiring.

“Authorized Customer Representative” means, in relation to a Customer, the Retailer of Record for the Site, at which EPCOR Distribution provides a Service Connection for the Customer that had been authorized by the Customer in writing in accordance with these Distribution Terms.

“Authorized Person” means a person named by a Retailer in accordance with Section 14.4.

“Authorized Retailer Representative” means a Person who is authorized by a Retailer under Section 14.4.

“Balancing Pool” means the “balancing pool” as defined in the EUA.

“Billing Demand” means the greater of Contracted Minimum Demand or Peak Monthly Demand in kW or kVA, subject to ratchets, that is applied to the Demand Charge in the rate schedules.

“Business Day” means a “business day” as defined in the *Roles, Relationships and Responsibilities Regulation*, AR 86/2000.

“Business Transaction Procedure Guide” means the manual published by EPCOR Distribution from time to time and filed with the Regulator setting out the procedures for the business transactions between EPCOR Distribution and the Retailer, the Transmission Administrator and the Power Pool Administrator in relation to the provision of Distribution Services under the Distribution Terms, in effect at such time.

“Connected Load” means in relation to a Site the sum of the capacities or ratings of the Energy consuming apparatus connected to EPCOR Distribution’s Distribution System at the Site as determined by EPCOR Distribution in accordance with Part 2 herein.

“Contracted Minimum Demand” means the demand level in kW or kVA established by contractual arrangement between EPCOR Distributions and a Customer or Authorized Customer Representative in relation to EPCOR's investment in site facilities.

“Customer” means a Person to whom EPCOR Distribution makes available a Service Connection at a Site in accordance with these Distribution Terms, including a Person who is enrolled by a Retailer for Distribution Access Service under Section 1.5, but does not include an Electric Utility or any member of an REA.

“Customer Connection Guide” means the written procedure guide published by EPCOR Distribution, and filed with the Regulator setting out the requirements for establishing and maintaining Service Connections including without limiting specifications, authorities, rules, regulations and procedures governing service connections, in effect at such time.

“Contribution-in-Aid-of-Construction” means the difference between the cost of extending EPCOR Distribution's facilities to serve a Customer and the maximum EPCOR Distribution investment

“Customer Usage Information ” means the historical electricity consumption information about a customer, which may be requested by a retailer, provided the customer that is the subject of the information consents to its disclosure.

“De-Enrollment ” means the de-selection of a retailer at a site, which enables the retailer to be no longer assigned, and therefore, no longer allocated load of a site from a specified time period forward.

“Demand” means the maximum rate at which Energy is delivered by EPCOR Distribution (expressed in kilowatts (kW), kilovoltamperes (kVA) or other suitable unit).

“Disconnection Policy” means, at any point in time, the policies published by EPCOR Distribution from time to time setting out its policies and procedures in relation to the energization, de-energization, re-energization, reduction in capability and disconnection of a Service Connection at a Site and in effect at such time.

“Disconnection Process Procedure” means the written procedure guide published by EPCOR Distribution and filed with the Regulator setting out the procedures for disconnection of a Service Connection in accordance with these Distribution Terms, in effect of such time.

“Distribution Access Service” means “distribution access service” as defined in the EUA provided to Customers of the Retailer by means of EPCOR Distribution's Distribution System under the Distribution Terms.

“Distribution Services” means Distribution Access Service and the other services available from EPCOR Distribution under these Distribution Terms.

“Distribution Services Agreement” means an agreement between EPCOR Distribution and the Retailer for the provision of Distribution Services in the form attached as Schedule A.

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

“Distribution Terms” means collectively these Terms and Conditions, including Schedules and Appendices, as amended from time to time with approval of the Regulator.

“DT Regulation” means the *Distribution Tariff Regulation*, AR 84/2000.

“Dwelling” means a private suite of rooms 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.

“Electrical Connection Point” means, in relation to a Service Connection, the electrical connection point identified in Schedule E.

“Electric Utility” means “electric utility” as defined in the EUA.

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

“Emergency” means (i) an abnormal system condition requiring manual or automatic action to maintain system frequency, or to prevent loss of firm load, equipment damage, or tripping of system elements that could adversely affect the reliability of an electric system or the safety of persons or property; or (ii) a fuel shortage requiring departure from normal operating procedures in order to minimize the use of such scarce fuel; or (iii) a condition that requires implementation of emergency operation procedures; or (iv) any other condition or situation that EPCOR Distribution or the System Controller deems imminently likely to endanger life or property or to affect or impair EPCOR Distribution’s Distribution System or the electrical systems of others to which EPCOR Distribution’s Distribution System is directly or indirectly connected (a “Connected Entity”). Such a condition or situation may include potential overloading of EPCOR Distribution’s transmission and/or distribution circuits, System Controller minimum generation (“light load”) conditions, or unusual operating conditions on either EPCOR Distribution’s Distribution System or a Connected Entity’s electrical system, or conditions such that EPCOR Distribution is unable to provide energy to a customer without jeopardizing EPCOR Distribution’s Distribution System or a Connected Entity’s electrical system.

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

“EPCOR Distribution” means EPCOR Distribution Inc. and includes a person, if any, authorized to act on its behalf as a wire services provider pursuant to the EUA.

“EUA” means the *Electric Utilities Act*, c.E-5.5., S.A. 1995, 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 facilities including, without limitation, transmission and distribution lines, wires, transformers, meters, meter reading devices and other electrical apparatus

“FTA” means the *Fair Trading Act*, c.F-1.05, S.A. 1998, including the regulations enacted thereunder, as re-enacted, amended or replaced from time to time.

“Generating Customer” means a Customer that has the capability of generating electricity at a Site in circumstances when the Site is consuming less Energy than is being generated at the Site.

“Good Electric Distribution System Operating Practice” means any of the practices, methods and acts engaged in or approved by a significant proportion of the electric distribution industry in North America involved in the operation of electric distribution systems the same as or similar to EPCOR’s Distribution System under the same or similar circumstances, from time to time, or any other practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with applicable laws, reliability, safety and expedition. Good Electric Distribution System Operating Practice is not restricted to the optimum practice, method or act to the exclusion of all others but rather is a spectrum of possible practices, methods and acts.

“In-service Date” means, in relation to a Service Connection applied for, the date on which the application for service specifies that the Service Connection is to be energized or the date on which the Service Connection is actually energized, whichever is later.

“Load” means the Demand and Energy delivered or required to be delivered to a Site.

“Maximum Site Demand” means the maximum Demand which may be supplied to a Site as agreed upon by EPCOR Distribution and the Customer at that Site.

“Metering Policy” means, at any point in time, the Metering Policy published by EPCOR Distribution from time to time setting out EPCOR Distribution’s policies and procedures relating to the provision of meters and metering services by EPCOR Distribution under this Distribution Terms.

“Miscellaneous Services” means the various services available from EPCOR Distribution under the Distribution Services Terms and Conditions with the exception of Distribution Access Service and System Access Service.

“Minimum Contract Demand” means in relation to a Site, the Minimum Contract Demand for the Site established by EPCOR Distribution.

“Multiple Dwelling” means a building containing two or more Dwellings.

“Normal Maximum Demand” means the highest demand in kW that the service is reasonably expected to attain under normal operation. The Normal Maximum Demand shall determine the type of meter used for a site and which rate schedule is applicable. The Normal Maximum Demand shall be measured as the peak Demand over the last 12 months, or the forecast peak demand if EPCOR Distribution had reason to believe that the past 12 months are not indicative of future load.

“Off Peak Period” means those hours which are defined as Off Peak in the Tariff of the Transmission Administrator.

“Peak Period” or “On Peak Period” means “On Peak” as defined in the Transmission Administrator’s Terms and Conditions of Service.

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

“POD Ratchet” means a Transmission Administrator’s Point of Delivery peak demand has been exceeded momentarily, resulting in a higher Transmission Administrator’s Tariff charge being applied to that POD.

“Power Factor” means the ratio of the highest metered kilowatt Demand in a time period to the highest metered kilovoltampere Demand in that same time period.

“Power Pool” means the “power pool” as defined in the EUA.

“Power Pool Administrator” means the Person appointed from time under section 9(1)(b) to carry out the Power Pool administration functions as described in section 11 of the EUA.

“Price Schedule” means at any particular time EPCOR Distribution’s Price Schedule approved by the Regulator and in effect at the time.

“REA” means an incorporated rural electrification association.

“Regulated Rate Option or RRO” means the option as defined within the Regulated Rate Option Regulation Ministerial Order 2/2000 that gives electricity customers a short

term option of continuing to receive power from their current supplier or designated retailer under a rate that is regulated in much the same way as a regulated rate.

“RRR Regulation” means the *Roles, Relationships and Responsibilities Regulation*, AR 86/2000.

“Regulator” means the Municipal Council of the City of Edmonton, or as otherwise defined by the EUA.

“Retailer” means a “retailer” as defined in the EUA, but does not include EPCOR Distribution when selling or providing electricity services directly to Customers under its regulated rate tariff.

“Retailer Arranged Site” means a site which has been assigned to a Retailer and may be:

- (a) an existing Site having a Billing Demand, or
- (b) an existing Site that is proposed for modification which is forecast under the provisions of Article 5 to have a Billing Demand after the proposed modifications have been completed, or
- (c) a new Site having a Billing Demand forecast under the provisions of Article 5 of greater than 50 kW.

“Retailer ID Number” means “Retailer Identification Number” as that term is used in the Alberta Settlement System Code.

“Retailer of Record” means, in relation to a Site at any point in time, the Retailer who is listed in EPCOR Distribution’s records through the procedures outlined in Part 3 as the Retailer for the Site at that time.

“Retailer Testing Procedures” means, at any point in time, the testing procedures established by EPCOR Distribution from time to time for Retailers seeking to become qualified to receive Distribution Services under these Terms and Conditions and in effect at such time.

“Schedule of Services” means at any particular time a schedule setting out the various services provided by EPCOR Distribution at that time.

“Service Connection” means the Facilities required to physically connect a Customer’s Facilities to EPCOR Distribution’s Distribution System.

“Service Connection Agreement” means an agreement between EPCOR Distribution and a Customer for the provision by EPCOR Distribution of a Service Connection in accordance with these Distribution Terms deemed to arise upon the Customer accepting Distribution Services, whether applied for by the Customer, or a Retailer.

“Service Connection Requirements” means all requirements provided for in Section 5.1 of these Distribution Terms.

“Service Directory” means a directory published by EPCOR Distribution from time to time listing the Service Address, Site Identification Number and Load Settlement Agent Identification Number for each Site within EPCOR Distribution’s service area.

“Site” means, in relation to a Service Connection, EPCOR Distribution’s meter or another point designated by EPCOR Distribution located on the Customer’s premises.

“Site ID Number” means, in relation to a Site, the number assigned by EPCOR Distribution to identify the Site consistent with the Alberta Settlement System Code.

“Standard Services” means, services associated with the operations and maintenance of Distribution System and a Customers Access that are included in the Price List approved by the Regulator.

“Supplier of Last Resort” and “SOLR” means a Retailer, if any, appointed by EPCOR Distribution as supplier of last resort as defined in the *Roles, Relationships and Responsibilities Regulation*, AR 86/2000.

“System Access Service” means “system access service” as defined in the EUA.

“System Controller” means the Person appointed from time to time under section 9(1)(c) of the EUA to carry out the system control function of the Power Pool as described in section 12 of the EUA.

“Transmission Administrator” means the Person appointed by the Lieutenant Governor in Counsel to act as the Transmission Administrator pursuant to Part 3 of the EUA.

“Transmission Point of Delivery” means a point at which Energy is transferred from the “transmission system” as defined in the EUA to EPCOR Distribution’s Distribution System and where the Energy so transferred is measured.

“Willful Act” means any act or omission which is an intentional tort or an intentional breach of any obligations under the Distribution Terms.

ARTICLE 3 – GENERAL TERMS

3.1 EPCOR Service Commitment

EPCOR offers to provide Distribution Access Service only in accordance to these Distribution Terms, to:

- (a) Customers, that request service from EPCOR;
- (b) Customers, that are represented by a Retailer; and
- (c) Customers that receive service pursuant to a RRO, or SOLR.

EPCOR offers Distribution Services to Retailers only accordance with these Distribution Terms.

3.2 Application to All Customers

These Distribution Terms, as amended from time to time, apply to EPCOR Distribution and to every Customer to which EPCOR Distribution provides a Service Connection. These Terms and Conditions also govern the relationship between EPCOR Distribution and a Retailer or any other person that the Customer has assigned to act on the Customer's behalf regarding the provision of electricity on EPCOR Distribution's electric distribution system.

Acceptance by the Customer of these Terms and Conditions is deemed upon any one or more of:

- (a) the application for a Service Connection, or
- (b) the entering into an Electric Service Agreement, or
- (c) the use by the Customer of a Service Connection to obtain Distribution Access Service, or
- (d) the payment by the Customer of an account rendered by EPCOR Distribution for a Service Connection.

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 Regulator.

3.3 Fees and Other Charges

EPCOR Distribution will provide all Standard Services listed in the Price List in accordance with the Distribution Terms as approved by the Regulator from time to time. All additional, supplementary or extra non-discretionary services provided by EPCOR Distribution to a Customer or Authorized Customer Representative will be charged a separate rate or fee determined by contract between the parties. Payment for all services shall be in accordance with the provisions of these Distribution Terms.

3.4 Distribution Access Information

For customers requesting information on Distribution Access Service, EPCOR Distribution will, within reason, make available the following information:

- (a) informational materials about competition and consumer choices;
- (b) these Distribution Terms;
- (c) upon request, provide Customers, with information about where they may obtain the current list of licensed Retailers, in accordance with the Fair Trading Act, S.A. 1998, c. F-1.05 ("Fair Trading Act"). EPCOR Distribution is under no obligation to assure the accuracy of this list.

3.5 Responsibility for Distribution Access Service

EPCOR Distribution will not energize or continue to energize a Service Connection unless the Customer is enrolled to obtain Distribution Access Service as provided within these Distribution Terms. It is the Customer's responsibility to make arrangements with a Retailer to obtain enrollment for Distribution Access Service.

3.6 Ownership of Facilities

In providing a Service Connection, EPCOR Distribution offers to provide and install all Facilities up to the Electrical Connection Point (see Schedule E) applicable to the Site subject to these Distribution Terms. EPCOR Distribution shall remain the owner of all Facilities provided by EPCOR Distribution for a Service Connection to a Customer, unless EPCOR Distribution and the Customer have expressly agreed in writing otherwise. Any payment made by the Customer reimbursing costs incurred by EPCOR Distribution in installing Facilities does not entitle the Customer to ownership of any such Facilities, unless an agreement in writing between EPCOR Distribution and the Customer specifically provides otherwise.

3.7 Customer Connection Guide

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

3.8 Service Connection Information

Upon request, EPCOR Distribution shall provide to the Customer information on the method and manner of making Service Connections, including a copy of Customer Connection Guide.

3.9 Service Connection Approvals

The applicant for a Service Connection shall be responsible for completing the Service Connection Requirements necessary for the installation and operation of the Service Connection and shall submit particulars of all applicable Service Connection Requirements to EPCOR Distribution as required by these Distribution Terms. EPCOR Distribution shall not be required to commence or continue installation or operation of a Service Connection unless and until EPCOR Distribution is satisfied that the Customer has complied with all Service Connection Requirements.

3.10 Service Calls

EPCOR Distribution 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.

3.11 Payment for Services

In the event that EPCOR Distribution has invoiced a customer for services rendered - The Customer shall pay all amounts required to be paid under these Distribution Terms upon receipt of a bill for the amounts. Bills shall be deemed rendered, and other notices duly given, as the case may be, when alternatively delivered to the Customer personally or when mailed to him at the premises where the Service Connection is located, or at the last known address of the Customer, or when left at either of such places. Failure to receive such bill from EPCOR Distribution will not entitle the Customer to any delay in the payment of each account or to any extension of the date after which a late payment charge becomes applicable. Any amounts owed by a Customer for which valid payment has not been received by the date indicated on the bill shall be considered past due. EPCOR Distribution shall add a late payment charge of equivalent to 2% per month of the total current charges on the bill.

3.11.1 Retailers' Customers

Retailers shall enroll every Customer in accordance with these Distribution Terms to establish such Retailer as the Authorized Customer Representative.

3.11.2 Payment for Distribution Services to Retailer Customers

A Retailer shall pay for all distribution services provided to Customers of that Retailer in accordance with these Distribution Terms.

3.12 Returned Cheque Fee

EPCOR Distribution may assess a returned cheque fee as outlined in the Price Schedule to any Customer or Authorized Customer Representative whose cheque made payable to EPCOR Distribution is dishonored by any bank when presented for payment by EPCOR Distribution. Receipt of a cheque or payment instrument that is subsequently dishonored shall not be considered valid payment.

3.13 Continuity of Distribution Access Service

EPCOR Distribution will endeavor at all times to provide regular and uninterrupted Distribution Access Service to Customers as provided in these Terms and Conditions. However, if Distribution Access Service is interrupted, defective, irregular or fails from causes or circumstances beyond EPCOR Distribution's control or through ordinary negligence of its employees, servants or agents, EPCOR Distribution shall not be liable to the Customer, Retailer or any other Person for the interruption, defect, irregularity or failure.

Without limiting the generality of the foregoing, conditions on the Distribution System or on the Interconnected Electric System from time to time may require protective or remedial action including voltage reduction or load shedding, in the interests of preserving system safety or reliability. Such actions shall constitute a circumstance beyond the control of EPCOR Distribution for which EPCOR Distribution shall not be liable.

3.14 EPCOR Distribution Liability

EPCOR Distribution 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 as specifically provided in this section) arising out of or in any way connected with any failure, defect, fluctuation, reduction or interruption in the provision of service by EPCOR Distribution to its Customers howsoever caused.

EPCOR Distribution shall be liable only for direct physical loss, injury or damage to a customer or a customer's property resulting from the willful misconduct or gross negligence of EPCOR Distribution, its employees or agents in relation to the Service Connection of the Customer.

For the purpose of defining EPCOR Distribution liability and 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, arising out of or in any way connected with the failure, defect, fluctuation, reduction or interruption in the provision of service to a Customer.

Any claim by a Customer or Authorized Customer Representative for direct losses, damages, expenses, charges, costs or other liabilities under this Section 3.14 must be

filed with EPCOR Distribution within 180 days from the date of occurrence of the incident that is the subject of the claim, failing which the claim is deemed to be settled by continuation of service.

3.15 Responsibility for Customer 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 EPCOR Distribution. The Customer shall be responsible for any destruction of or damage to EPCOR Distribution'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.

3.16 Indemnity by Customer

A Customer shall indemnify and hold EPCOR Distribution and its employees and agents harmless from and against any claim (including any claim by another Customer of EPCOR Distribution) or any loss, damage, expense, charge, cost (including legal fees on a solicitor and his own client basis), fine, penalty or other liability of any kind suffered or incurred by EPCOR Distribution arising out of or in any way connected with (i) any failure by the Customer to comply with these Terms and Conditions, (ii) any damages to EPCOR Distribution's Facilities or the facilities of another Customer caused by equipment installed or actions taken or failed to be taken by the Customer; (iii) any claim, damages, or loss suffered by the Customer as a result of any act or omission of the Authorized Customer Representative for such Customer.

3.17 EPCOR Distribution Not Responsible for Retailer

A Retailer of a Customer is responsible for arranging Distribution Access Service on behalf of the Customer under EPCOR Distribution's Distribution Terms. The Retailer is an independent third party and has no authority to act on behalf of EPCOR Distribution. EPCOR Distribution assumes no responsibility in relation to the Retailer. Without limiting the generality of the foregoing, EPCOR Distribution assumes no responsibility to the Customer for (i) any failure of the Retailer to comply with EPCOR Distribution's Distribution Terms, (ii) any equipment installed or actions taken or failed to be taken by the Retailer, (iii) the Retailer's performance or failure to perform any commitment to the Customer, including but not limited to, the Retailer's obligation under section 16 of the Roles, Relationships and Responsibilities Regulation or (iv) any act, omission or representation made by the Retailer in connection with soliciting the Customer for Distribution Access Service or performing any of its functions in rendering Retail Services.

3.18 Indemnity by Retailer

A Retailer shall indemnify and hold EPCOR Distribution and its employees and agents harmless from and against any claim (including any claim by a Customer of the Retailer)

or any loss, damage, expense, charge, cost (including legal fees on a solicitor and his own client basis), fine, penalty or other liability of any kind suffered or incurred by EPCOR Distribution arising out of or in any way connected with (i) any failure by the Retailer to comply with these Terms and Conditions or any legal or regulatory requirement related to Distribution Access Service, (ii) any damages caused by equipment installed or actions taken or failed to be taken by the Retailer; (iii) the Retailer's failure to perform any commitment or obligation to a Customer, including but not limited to the Retailer's obligations under section 16 of the Roles, Relationships and Responsibilities Regulation or (iv) resulting from any act, omission or representation made by a Retailer in connection with soliciting a Customer for Distribution Access Service or performing any of its functions in rendering Retail Services.

3.19 Limitation on Liability of Retailer for Customer Obligations

A Retailer of a Customer is responsible for payment for Distribution Services received by a Customer under these Distribution Terms where the Retailer is the Retailer of Record. The liability of the Retailer for performance of obligations of the Customer is limited to payment in accordance with the Price Schedule. Without limiting the generality of the foregoing, the Retailer assumes no responsibility to EPCOR Distribution for (i) any failure of the Customer to comply with EPCOR Distribution's Distribution Terms pertaining to the Customers Service Connection provided in Section 5.1 of these Distribution Terms, or (ii) any loss, claim or damages arising from the Customer's Facilities, or the failure of the Customer to perform any obligation in relation to these Distribution Terms, other than the payment for services rendered in accordance with the Price Schedule.

3.20 Business Transaction Procedures

Retailers shall reasonably adhere to the Business Transaction Procedure Guide developed by EPCOR Distribution and filed with the Regulator, to help Retailers understand the Business Procedures and Information Exchange standards of EPCOR Distribution. The Business Transaction Procedure Guide will be updated from time to time, to reflect accepted practices within the electric utility industry, and will file such amendment with the Regulator and provide copies to all Qualified Retailers . EPCOR Distribution is committed to follow practices in the Business Transaction Procedure Guide. Provided, however, as these practices cannot reasonably cover every situation EPCOR Distribution may deviate from the Business Transaction Procedure Guide where reasonable in the circumstances.

3.21 Compliance with Applicable Legal Authorities

EPCOR Distribution, the Retailer 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 System Controller or of governmental authorities having applicable jurisdiction. EPCOR Distribution will not violate, directly or indirectly, or become a party to a violation of any requirement of the System Controller or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide a Service Connection or Distribution Access Service to the Retailer on any Customer's behalf. EPCOR Distribution's obligation to provide a Service Connection or Distribution Access Service is subject to the condition that all requisite governmental and regulatory approvals for the provision of the Service Connection or Distribution Access Service will have been obtained and will be maintained in force during such period of Distribution Access Service.

3.22 Non-Waiver

The failure of either party to insist on any one or more instances upon strict performance of any provisions of these Distribution Terms or a Distribution Services 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 this Distribution Tariff or a Distribution Services 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.

3.23 Law

This Distribution Tariff 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 this Distribution Tariff and the Distribution Services Agreement shall be brought in the courts of the Province of Alberta.

PART 2 – SERVICE CONNECTIONS

ARTICLE 4 – CUSTOMER OBLIGATIONS

4.1 Terms of Service Connections

All Customer Service Connections shall be in accordance with the provisions of Part 2 hereof.

In accordance with the provisions of the Electric Utilities Act (“EUA”) and the Regulations made thereunder (“Regulations”), EPCOR Distribution Inc. (“EPCOR Distribution”) 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 from a Retailer electricity for that Customer’s use. These Distribution Terms shall govern the relationship between EPCOR Distribution and Customers that require a Service Connection to EPCOR Distribution’s electric distribution system. These Distribution Terms will also apply to circumstances where a Retailer, or any other person whom the Customer has authorized to act on its behalf, is dealing with EPCOR Distribution, regarding the provision of wire service to the Customer on its EPCOR Distribution’s electric distribution system.

This Part and Part 3 – “Distribution Access Service” provides terms and conditions for Retailers to obtain access to EPCOR Distribution’s electric distribution system for the purposes of allowing Retailers to sell electricity directly to end-use Customers.

ARTICLE 5 – SERVICE CONNECTION DESIGN

5.1 Service Connection Requirements

A Customer will be responsible for ensuring that the Customer’s Site meets all:

- (a) applicable requirements of these Distribution Terms; and
- (b) applicable requirements of governmental authorities (e.g., *Canadian Electrical Code Part 1* and *Alberta Safety Code Act*); and
- (c) other requirements which EPCOR Distribution determines must be met in the circumstances.

If requested by EPCOR Distribution, the Customer or Authorized Customer Representative will provide EPCOR Distribution with copies of all documents required to demonstrate compliance with these requirements.

EPCOR Distribution will not commence or continue the installation or operation of a Service Connection unless EPCOR Distribution is satisfied that the Customer's Site meets all of the requirements in this Section.

5.2 Assessment of Service Connection

A Customer or Authorized Customer Representative may request EPCOR Distribution to provide an assessment of the electrical requirements at the Customer's Site. When making a request under this Section, the Customer or Authorized Customer Agent must provide to EPCOR Distribution:

- (a) information regarding the location of the premises to be served, the site's Connected Load and preferred supply conditions and the manner in which the Service Connection will be utilized; and
- (b) any other applicable information set out in the Customer Connection Guide or that EPCOR Distribution reasonably requires.

5.3 Determination of Site Electrical Requirements

The Customer or Authorized Customer Representative is responsible for contacting EPCOR Distribution and making appropriate and timely arrangements with respect to changes in a Site's electrical requirements and for determination of electrical requirements in accordance with section 5.2.

5.4 Requirement for Detailed Design of Facilities Owned by EPCOR Distribution

If EPCOR Distribution determines that detailed design of the Facilities owned by EPCOR Distribution and required at a Site for the provision of a Service Connection is necessary, EPCOR Distribution will not provide or commence any work on the construction of a Service Connection at the Site until the design has been completed.

EPCOR Distribution will:

- (a) provide the Customer or Authorized Customer Representative with an estimate of the cost of completing the detailed design; and
- (b) require from the Customer or Authorized Customer Representative formal authorization, financial commitment or payment of the estimated cost prior to commencing any design work.

5.5 Forecast Information

EPCOR Distribution may from time to time require the Customer or Authorized Customer Representative at a Site to provide forecasts of load for the Site for a specified period of

time. Customer or Authorized Customer Representative shall promptly provide such forecasts.

ARTICLE 6 – CONSTRUCTION OF SYSTEM ACCESS FACILITIES

6.1 Facilities Planning

Upon request EPCOR Distribution shall furnish to any Customer detailed information on the method and manner of making Service Connections. Such detailed information may include a copy of EPCOR Distribution's Customer Connection Guide, a description of the Service Connections available, connections necessary between EPCOR Distribution's Facilities and the Customer's premises, location of entrance facilities and metering equipment, and Customer and EPCOR Distribution responsibilities for installation of Facilities. EPCOR Distribution may refuse requests that are not reasonable, or are not consistent with EPCOR Distribution normal business practices.

6.2 Assessment Prior to Distribution Access Service

A Customer or Authorized Customer Representative may request EPCOR Distribution to assess a Service Connection in accordance with Section 5.2 to permit a Customer to obtain Distribution Access Service allowing for the supply of Energy to the Customer. EPCOR Distribution shall assess a Customer's Service Connection Requirements in accordance with EPCOR Distribution's Service Customer Connection Guide and may require detailed design in accordance with Section 5.4. EPCOR Distribution will endeavour to supply as required, but is not obligated to do so.

Some voltage levels set out in the Customer Connection Guide may not be available at all locations served by EPCOR Distribution's Distribution System.

The details of the Assessment of Service Connection procedure are set out in and shall be governed by the Customer Connection Guide.

6.3 Refusal of Distribution Access Service

EPCOR Distribution may refuse to provide Distribution Access Service if the provisions of Section 5.1 are not satisfied in EPCOR Distribution's sole discretion, including without limitation the requirement for detailed design in accordance with Section 5.4.

6.4 Construction of Distribution Access Facilities

In providing a Service Connection at a Site, EPCOR Distribution will provide and install all Facilities up to the Electrical Connection Point applicable to the Site.

Unless an Agreement between EPCOR Distribution and a Customer specifically provides otherwise:

- (a) EPCOR Distribution shall remain the owner of all Facilities provided and installed by EPCOR Distribution which are necessary to provide Distribution Access Service; and
- (b) payment made the Customers or Authorized Customer Representative for costs incurred by EPCOR Distribution associated with the installation of Facilities does not entitle Customers or the Authorized Customer Representative to ownership of any such Facilities.

6.5 Construction Requirements

Prior to the construction of any facilities for Distribution System Access, EPCOR Distribution shall:

- (a) provide the Customer, or Authorized Customer Representative with an estimate of the costs of construction; and
- (b) require authorization in writing from the Customer, or Authorized Customer Representative prior to commencing this work.

6.6 Customer Obligations for Financing Construction

The Customer or Authorized Customer Representative will satisfy EPCOR Distribution's application and payment requirements for any construction required for Service Connections prior to the Construction of any facilities required for Distribution System Access.

6.7 Rejection of Request for Distribution Access Service

EPCOR Distribution may, in its sole discretion, reject a request for a Service Connection where:

- (a) the type of Service Connection applied for is not available or not normally provided by EPCOR Distribution in the locality where the Service Connection is requested; or
- (b) the Customer, Authorized Customer Representative or the Site has not met the requirements of the Customer Connection Guide, the Service Connection Requirements or other requirements which EPCOR Distribution has determined must be met in the circumstances; or
- (c) the Customer or Authorized Customer Representative has not met the requirements for new Service Connections set out in Section 6.6; or

- (d) the Site, in the sole determination of EPCOR Distribution, does not meet applicable requirements of governmental authorities; or
- (e) EPCOR Distribution in its sole discretion determines that an agreement in writing is required for the Service Connection and the Customer refuses to enter into a form of agreement acceptable to EPCOR Distribution; or
- (f) any representation made by the Customer or Authorized Customer Representative to EPCOR Distribution for the purpose of obtaining a Service Connection is determined by EPCOR Distribution to be untruthful, misleading or fraudulent; or
- (g) the proposed loads at the Site, in EPCOR Distribution's sole determination, have characteristics that might adversely affect the quality of service supplied to other Customer's, the public safety or the safety of EPCOR Distribution's personnel or equipment; or
- (h) the Customer or Authorized Customer Representative has not provided the formal authorization, financial commitment or payment of the estimated cost of detailed design as may be required by EPCOR Distribution under Section 5.4.

6.8 Costs Incurred for Systems Access Facilities

If EPCOR Distribution, acting reasonably, is required to modify its Facilities to accommodate a change in a Customer's requirements for a Service Connection or Distribution Access Service, the Customer shall pay for all costs attributable to such modification including, without limitation, the following costs:

- (a) the original capital cost of EPCOR Distribution's Facilities being removed, less any Contribution-in-aid-of-Construction contribution to the capital cost of those Facilities and less accumulated depreciation, plus
- (b) the estimated cost of removing EPCOR Distribution's Facilities, less the estimated salvage value, plus
- (c) the estimated cost of installing EPCOR Distribution's new Facilities; less
- (d) any applicable EPCOR Distribution investment as calculated in accordance with the EPCOR Distribution Policy defined in section 6.9 hereof.

6.9 Contribution Levels

The maximum investment that EPCOR Distribution will make in new services or expansions for non-residential Customers is \$ 225 per kVA of Contracted Minimum Demand for the first 2,500 kVA, and \$ 100 per kVA thereafter.

The Customer or Authorized Customer Representative may select for the Site a Contracted Minimum Demand from zero to the maximum demand related to the service or expansion, and the investment level will be calculated accordingly.

Where the total cost of the service or expansion, including transformer cost, exceeds the maximum investment, the Customer or Authorized Customer Representative shall pay the difference.

6.10 Contracted Minimum Demand

The Contracted Minimum Demand will remain in force for a period of ten (10) years.

In the case of a site expansion, the Contracted Minimum Demand for the site will be calculated by adding the Contracted Minimum Demand related to the expansion to the existing demand prior to the expansion.

6.11 Delay in Taking Service

If the Service Connection is not energized within 30 days of the in-service date or the Service Connection ceases to be energized, EPCOR Distribution will begin billing the site the minimum amount specified in the Price Schedule or as specified in the Distribution Service Agreement between EPCOR Distribution and the Retailer, whichever is greater.

6.12 Underground Extensions

Underground subdivision Service Connections shall be undertaken in accordance with the Customer Connection Guide.

6.13 Conversion of Facilities

A Customer, or the Authorized Customer Representative may request that existing EPCOR Distribution facilities be converted from overhead to underground. The party making the request will be charged for all costs incurred by EPCOR Distribution in connection with the conversion, including, without limitation, the following:

- (a) the present value of the existing facilities 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 EPCOR Distribution investment as specified section 6.9 herein.

6.14 Temporary Service Connection

Where an applied-for Service Connection is to be used for temporary purposes only, the Consumer, or Authorized Customer Representative will pay EPCOR Distribution's total cost of installation and removal of the Facilities required for the Service Connection plus the cost of unsalvageable material. Such payment will be made to EPCOR Distribution in advance of the installation of the Service Connection. Unless otherwise approved by EPCOR Distribution in writing, temporary service shall mean a Service Connection intended for removal within a period not to exceed 12 months

ARTICLE 7 – SERVICE CONNECTION

7.1 Service Connection

EPCOR Distribution shall in accordance with this Distribution Terms endeavor to provide a Service Connection at a Site that will allow for the supply of Energy to a Customer at a nominal 60-Hertz alternating current and at a nominal voltage level specified in the Customer Connection Guide.

Some voltage levels set out in the Customer Connection Guide are not available in some locations served by EPCOR Distribution's Distribution System.

7.2 Conditions for Energizing a Site

The following requirements must be fulfilled before EPCOR Distribution will energize or continue to energize a Service Connection at a Site:

- (a) a Retailer must have enrolled the Site at which the Service Connection is located to obtain Distribution Access Service as provided for in these Distribution Terms;
- (b) a Customer or Authorized Customer Representative must have complied with EPCOR Distribution's application and payment requirements for new service;
- (c) a Customer or Authorized Customer Representative must have met all required Service Connection Requirements; and

- (d) a Customer or Authorized Customer Representative must have all required inspections for the Site completed, indicating that the Customer's facilities comply with local construction, safety standards or regulations.

7.3 Interruption

EPCOR Distribution may disconnect or otherwise curtail, interrupt or reduce a Service Connection or Distribution Access Service whenever EPCOR Distribution reasonably determines, or when EPCOR Distribution is directed by the System Controller, that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of EPCOR Distribution's Facilities; to maintain the safety and reliability of EPCOR Distribution's Distribution System; or due to any other reason, including Emergencies, forced outages, or potential overloading of EPCOR Distribution's Distribution System.

7.4 System Controller Requirements

EPCOR Distribution is bound by all System Controller operating instructions, policies and procedures in relation to the Alberta Interconnected Electric System. The Customer will cooperate with EPCOR Distribution so that EPCOR Distribution will be in compliance with all System Controller instructions, policies and procedures, which include, but are not limited to, those procedures pertaining to minimum and maximum generation Emergencies, and measures requiring involuntary Customer participation, such as supply voltage reduction, a load alert, a load shed directive or full interruption of Customer load by either manual or automatic means.

7.5 Compliance With Governmental Directives

EPCOR Distribution may without limitation act in response to governmental or civil authority directives which may affect Customer load. The Customer agrees to cooperate with EPCOR Distribution in order to comply with the directives.

7.6 No Interference with EPCOR Distribution's Property

No one other than an employee or authorized agent of EPCOR Distribution shall be permitted to remove, operate, or maintain meters, electric equipment and other Facilities owned by EPCOR Distribution. 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 EPCOR Distribution. The Customer shall be responsible for all damage to or loss of such property. Such property shall be installed at points most convenient for EPCOR Distribution's access and service and in conformance with these Distribution Terms as amended from time to time.

7.7 Protection of EPCOR Distribution's Equipment

The Customer shall furnish and maintain, at no cost to EPCOR Distribution, the necessary space, housing, fencing, barriers, and foundations for the protection of the Facilities to be installed upon the Customer's premises, whether the Facilities are furnished by the Customer or EPCOR Distribution. If the Customer refuses, EPCOR Distribution 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 EPCOR Distribution's specifications and approval.

7.8 Unauthorized Use or Unsafe Conditions

If EPCOR Distribution finds an unauthorized use of Energy including as a result of any tampering with a meter or other EPCOR Distribution Facilities, EPCOR Distribution may 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 also to ensure the safety of the general public. Upon finding an unauthorized use of Electricity, EPCOR Distribution may de-energize the Service Connection and charge the Customer, or the Authorized Customer Representative all costs incurred in correcting the condition. Nothing in this Section shall be deemed to constitute a waiver of any other rights of redress which may be available to EPCOR Distribution or to limit in any way any legal recourse which may be open to EPCOR Distribution.

ARTICLE 8 – CHANGE IN SERVICE CONNECTION

8.1 Prior Notice by Customer

A Customer, or Authorized Customer Representative shall give to EPCOR Distribution reasonable prior written notice of any change in service requirements, including any change in load to enable EPCOR Distribution to determine whether or not it can supply such revised service without changes to its Facilities. If EPCOR Distribution receives such notice from an Authorized Customer Representative or other person on behalf of the Customer, EPCOR Distribution may at its option require such notice directly from the Customer.

The Customer, or Authorized Customer Representative shall not change a Customer's requirement for a Service Connection without EPCOR Distribution's written permission. The Customer shall be responsible for all damage caused to EPCOR Distribution's distribution system as the result of changes to a Customer's requirements for a Service Connection without EPCOR Distribution's permission.

8.2 Changes to EPCOR Distribution Facilities

If EPCOR Distribution must modify its Facilities to accommodate a change in a Customer's requirements for a Service Connection, subject to Section 6.9 of these Distribution Terms, EPCOR Distribution will modify the Customer's Electric Service Agreement to reflect the additional investment made by EPCOR Distribution, and the Customer shall execute such documentation reasonably required by EPCOR Distribution to reflect such change.

8.3 Relocation of EPCOR Distribution Facilities

If required by EPCOR Distribution the Customer shall pay all reasonable costs incurred by EPCOR Distribution in relocating any EPCOR Distribution facility required for the customers' continued distribution access service at the Customer's request. If requested by EPCOR Distribution, the Customer shall pay the estimated cost of the relocation in advance, of work being done.

ARTICLE 9 – CUSTOMER'S FACILITIES

9.1 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 the Service Customer Connection Guide and all other technical guidelines issued from time to time by EPCOR Distribution. The Customer shall not use its Service Connection or Distribution Access Service in a manner so as to cause undue interference with any other Customer's use of a Service Connection or Distribution Access Service or an abnormal disturbance to the voltage, frequency or wave form of the Energy supply. At EPCOR Distribution's request, the Customer shall take whatever action is required to correct the interference or disturbance at the Customer's expense.

9.2 Parallel Operation

The Customer shall not interconnect the Customer's own source of electrical supply with EPCOR Distribution's Distribution System except in compliance with EPCOR Distribution's Parallel Generating Guide and Customer Connection Guide.

9.3 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%. EPCOR Distribution may require any Customer not satisfying this Power Factor requirement to furnish, install, and maintain, at no cost to EPCOR Distribution such corrective equipment as EPCOR Distribution may deem necessary under the circumstances.

9.4 Extensions

A Customer shall not extend or permit the extension of Facilities connected to EPCOR Distribution's distribution system beyond property owned or occupied by that Customer or any Electrical Connection Point.

9.5 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 Access Service including, without limiting the generality of the foregoing, single phasing protection on three-phase Service Connections. The Customer shall provide and install all such devices.

ARTICLE 10 – TRANSFER CAPACITY

10.1 Available Transfer Capacity

A Customer or Authorized Customer Representative may request EPCOR Distribution to provide an assessment of the available transmission and distribution system transfer capacity at a specific Site over a specified period of time.

The provision of such an assessment does not obligate EPCOR Distribution to hold or reserve the capacity for the Site.

10.2 Request for Reserve

A Customer or Authorized Customer Representative may make a request in writing to EPCOR Distribution that EPCOR Distribution reserve a specified amount of available transmission and distribution transfer capacity for the Customer's future use at a Site.

10.3 Charges for Reserve

In response to a request under Section 10.2, EPCOR Distribution may, but is not obligated to, reserve the requested available transmission and distribution transfer capacity for the Customer's future use at the Customer's Site. EPCOR Distribution may require the Customer or Authorized Customer Representative to pay a fee for the reservation of available transmission and distribution transfer capacity under this Section. All arrangements for reservation of available transmission in accordance with this Section shall be recorded in an agreement in writing between the parties.

10.4 Transmission Contribution

Where a Customer or Authorized Customer Representative requests, or a Site requires additional transmission facilities, if a Transmission Capital Cost is applicable to a

Customer, then an agreement for payment of the Transmission Contribution must be made between then Customer and EPCOR Distribution before any work on the extension is commenced.

ARTICLE 11 – RIGHTS OF ACCESS

11.1 Easements

At the request of EPCOR Distribution, the Customer shall grant, or cause to be granted, to EPCOR Distribution, without cost to EPCOR Distribution, such easements or rights-of-way over, upon or under the property owned or controlled by the Customer as EPCOR Distribution 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 EPCOR Distribution hereunder.

11.2 Right of Entry

EPCOR Distribution'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 EPCOR Distribution's facilities and for any other purpose incidental to the provision of a Service Connection or Distribution Access Service and the Customer shall not prevent or hinder EPCOR Distribution's entry.

11.3 Vegetation Management

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 EPCOR Distribution's Facilities. At the request of the Customer and if necessary, EPCOR Distribution will make reasonable efforts to de-energize the Customer's Service Connection at no cost to the Customer to allow the Customer to manage vegetation as required by this Section. If, in the opinion of EPCOR Distribution, the Customer has failed to adequately manage vegetation as required by this Section, EPCOR Distribution may at the Customer's expense perform the work that EPCOR Distribution determines is reasonably required. EPCOR Distribution shall make reasonable efforts to notify the Customer before such work is performed.

11.4 Interference with EPCOR Distribution'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 EPCOR Distribution's facilities or result in non-compliance with applicable statutes, regulations, standards and codes.

ARTICLE 12 – METERS

12.1 Meter Install and Changes

EPCOR Distribution will, in accordance with the Electrical Utility Act, provide, install, remove, change, unseal and seal meters for the purpose of measuring the electricity delivered to each Site in accordance with these Distribution Terms for Distribution Service Connections. EPCOR Distribution will install at its discretion one of the following Measurement Canada approved meter types:

- (a) Energy Meter, or
- (b) Demand meters, or
- (c) Interval meter or equivalent recording equipment.

12.2 Interval Meter Threshold

EPCOR Distribution will install an interval meter at a Site when the normal maximum demand at that site exceeds the threshold of 150 KVA. EPCOR Distribution reserves the right to change this threshold from time to time.

12.3 Retailer / Customer Initiated

Should a Customer, or Authorized Customer Representative request a new meter or that a communication device be attached to the existing meter, EPCOR Distribution shall provide, install, test, and maintain the requested metering or communication device. The Customer, or Authorized Customer Representative shall pay all the incremental cost of providing and installing the meter or communication device.

12.4 Performance

EPCOR Distribution shall complete the installation of the meter or communication device, if reasonably possible, within 30 days of receiving a written request from a Customer, or Authorized Customer Representative.

12.5 Relocating Facilities - Cost of Service

At EPCOR Distribution's discretion, EPCOR Distribution will require a Customer, or an Authorized Customer Representative, to pay all reasonable costs incurred by EPCOR Distribution relating to the relocation of EPCOR Distribution's facilities required for the customers' continued distribution access service at the Customer's request. If requested by EPCOR Distribution, the Customer, or Authorized Customer Representative shall pay the estimated cost of the relocation in advance.

12.6 Responsibility of Customer

Each Customer shall provide and install a meter receptacle and other approved Facilities suitable for the installation of EPCOR Distribution's meter or metering equipment in accordance with EPCOR Distribution's Customer Connection Guide.

12.7 Location

Meter locations shall be designated by EPCOR Distribution based on type of Service Connection required 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 statutes, regulations, standards and codes.

12.8 Ownership

EPCOR Distribution shall remain the owner of all metering facilities it provides to serve the Customer, unless EPCOR Distribution and the Customer have expressly agreed in writing otherwise. Any payment made by the Customer reimbursing costs incurred by EPCOR Distribution in installing metering facilities does not entitle the Customer to ownership of any such Facilities, unless an agreement in writing between EPCOR Distribution and the Customer specifically provides otherwise.

12.9 Meter Reading

12.9.1 Reading Schedule

EPCOR Distribution shall take an actual meter reading for each Site for which it provides Distribution Services to Customers according to the EPCOR Distribution meter reading schedule. At the request of a Customer, or Authorized Customer Representative, EPCOR Distribution will make an actual off-cycle reading for a set fee as set out in the Price Schedule.

12.9.2 Records

An accurate record of meter readings will be kept by EPCOR Distribution. These records will be the basis for billing for services provided to Customers.

12.9.3 Meter Reading Concerns

A Customer who is concerned about his consumption level shall contact his Authorized Customer Representative to discuss his consumption level and possible causes for his high consumption.

12.9.4 Charges for Meter Check

If a Customer believes his meter to be in error, the Authorized Customer Representative may arrange to have the meter tested by EPCOR Distribution. If the test shows the meter to be accurate within the tolerance levels established by Measurement Canada, the Customer, and the Authorized Customer Representative will be jointly obligated to pay the charges set in the Price Schedule for such service.

12.9.5 Adjustments

If the meter is found to be in error – and - If the date upon which the meter malfunction at a Site arose cannot be ascertained, the consumption for the Site will be adjusted in accordance with the Electricity and Gas Inspection Act, R.S.C. 1985 c. E-4.

12.10 Estimated Consumption

12.10.1 Un-Metered Estimates

Where a Service Connection at a Site is not metered, the consumption at the Site will be estimated by EPCOR Distribution based on the best information available to EPCOR Distribution with respect to the Site.

12.10.2 Estimation Method

If requested by the Retailer, EPCOR Distribution will provide the Retailer with a description of the methodology used to estimate the use of Energy by the Retailer's Customers. The Retailer will be subject to the charges set out in the Price Schedule for the provision of this information.

12.10.3 Un-Metered Load Responsibilities

With the exception of un-metered Sites, EPCOR Distribution's responsibility for estimating consumption will be limited to the requirements of Section 2.5 of the Alberta Settlement System Code.

12.10.4 Liability

EPCOR Distribution will not be responsible for variances between estimated values and actual meter readings, and shall not be liable to any Retailer for any cost associated with such errors.

12.11 Adjustments for Faulty Metering

12.11.1 Reasons for Adjustments

EPCOR Distribution may adjust consumption for faulty metering when:

- (a) The seal of a meter is broken, or
- (b) If in the opinion of EPCOR Distribution the meter has not registered correctly; or
- (c) When the service is un-metered and any seal attached to motors or other equipment is broken or any unauthorized change to the Facilities has been made; or
- (d) When the Distribution Access Service has been un-metered or incorrectly metered, or when a meter has been found to be inaccurate in accordance with the Electricity and Gas Inspection Act, R.S.C. 1985 c. E-4 as amended from time to time. In these cases EPCOR Distribution will make adjustments for a period not to exceed 6 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.

12.12 Peak Metered Demand Waiver

12.12.1 Distribution Demand

EPCOR Distribution may forgive new peak demand incurred by the Customer if such demand is as a result of acts or omissions of EPCOR Distribution, its servants or agents arising out of or in any way connected with failure, defect, fluctuation or interruption in the supply of electric energy or Distribution Access Service to the Customer or which resulted from catastrophic failure, which consequently required the simultaneous start of the Customer's equipment. In this situation, the Customer's normal demand will replace the new peak demand for billing purposes.

12.12.2 Transmission Demand

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

ARTICLE 13 – SERVICE DISCONNECTS AND RECONNECT

This Article, as amended from time to time, specifies the processes for the transactions between EPCOR Distribution and the Retailer in relation to the physical disconnect of a Point of Service as requested by EPCOR Distribution or Retailer.

13.1 Disconnection of Service

13.1.1 Disconnection at Request of Customer

Once a Customer's Service Connection has been energized, the Customer may contact EPCOR Distribution for Temporary Service Disconnection (e.g. emergency disconnection for safety or disconnection for tree trimming). To request the Site be de-energized for longer terms such as full season (e.g. Winter), or for a permanent service disconnection the Customer must contact their Authorized Customer Representative. For the purpose of this Section 13.1.1 "Temporary Service Disconnection" shall mean a period that a Site is de-energized not to exceed seven (7) days, and no more than two (2) consecutive Temporary Service Disconnects.

EPCOR Distribution will have no obligation at the request of the Customer, to de-energize the Service Connection or reduce the capability of the Service Connection other than for Temporary Service Disconnection.

13.1.2 Disconnection by EPCOR Distribution for Safety Reasons

13.1.2.1 Disconnection

EPCOR Distribution reserves the right to de-energize a Customer's Service Connection at any time without notice, or to refuse to make a Service Connection, if to its knowledge or in its judgment the Customer's Facilities are unsafe or defective or will become unsafe or defective imminently.

13.1.2.2 Reconnect

EPCOR Distribution will not re-energize a Service Connection until the condition has been rectified to EPCOR Distribution's satisfaction, and the Customer has provided, or paid EPCOR Distribution's costs of providing, such Facilities as may be necessary to rectify the condition and prevent the condition from reoccurring.

13.1.2 Disconnection Other Than For Safety

- (a) EPCOR Distribution may at any time, after having given at least 48 hours' prior notice to a Customer and without any further notice, de-energize the

Service Connection and discontinue Distribution Access Service to the Customer or install a current-limiting device to restrict the capability of the Service Connection and Distribution Access Service if the Customer:

- (i) violates any provision of the Service Connection Agreement or any other contract between the Customer and EPCOR Distribution or of these Distribution Terms;
- (ii) tampers with any service conductors, seals or any other Facilities of EPCOR Distribution or any meters, whether or not provided by EPCOR Distribution;
- (iii) neglects or refuses to pay when due all amounts required to be paid under these Distribution Terms;
- (iv) changes its requirements for a Service Connection or Distribution Access Service without the permission of EPCOR Distribution; or
- (v) provides EPCOR Distribution with incorrect information or makes fraudulent use of the Service Connection or Distribution Access Service.

13.1.3 Disconnection at Request of Authorized Customer Representative

- (a) In accordance with sub-section 7(2) of the Roles, Relationships and Responsibilities regulation, an Authorized Customer Representative shall have the right to request that EPCOR Distribution disconnect service to a particular Customer, and EPCOR Distribution shall comply with that request, unless such action is inconsistent with EPCOR Distribution's approved policies for Disconnection.
- (b) EPCOR Distribution will de-energize a Service Connection and discontinue Distribution Access Service to a Customer in accordance with the Disconnection Policy at the request of the Authorized Customer Representative and, if the Authorized Customer Representative is not the Supplier of Last Resort, with the written consent of the Customer.
- (c) Without limitation, the Authorized Customer Representative will indemnify and hold harmless EPCOR Distribution from and against all claims and liabilities for damages, losses, expenses or any other liability suffered or incurred by EPCOR Distribution including reasonable legal fees as a result of complying with the Authorized Customer Representative's request or not re-energizing the Service Connection. Without limiting the generality of this Section, the provisions of Section 3.19 does not apply to the Retailers obligation under this Section.

13.1.4 Notice to Authorized Customer Representative

EPCOR Distribution may de-energize a Service Connection, and thereby discontinue Distribution Access Service to a Customer, in accordance with the provisions set forth in this Article 13.

EPCOR Distribution shall use reasonable efforts to provide the Authorized Customer Representative with prior notification of any de-energization, to the extent reasonably practicable. EPCOR Distribution shall not be liable for any revenue losses to the Authorized Customer Representative as a result of the disconnection of the Customer.

13.2 Reconnect Service

EPCOR Distribution will re-energize the Service Connection upon any conditions for re-energization under this policy and the Customer Service Connection guide being satisfied, and when:

- (a) A Retailer has provided EPCOR Distribution with sufficient notice to reconnect service;
- (b) A Retailer paying EPCOR Distribution's costs as set forth in the Price Schedule hereof providing any facilities necessary to satisfy the Service Connection Requirements.

13.3 Removal of Facilities

Upon termination of a Service Connection, EPCOR Distribution will be entitled to enter upon and remove from the property owned or controlled by the Customer any of its Facilities located upon the property.

PART 3 – DISTRIBUTION ACCESS SERVICE

ARTICLE 14 – TERMS FOR RETAILER DISTRIBUTION ACCESS SERVICE

14.1 Terms for Retailer Distribution Access Service

All Distribution Access Service shall be provided to Retailers in accordance with the provisions of Part 3 hereof.

In accordance with the provisions of the Electric Utilities Act (“EUA”) and the Regulations made thereunder (“Regulations”), EPCOR Distribution Inc. (“EPCOR Distribution”) 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 from a Retailer electricity for that Customer’s use. These Distribution Terms are intended to govern the relationship between EPCOR Distribution and all Customers that require a Service Connection to EPCOR Distribution’s electric distribution system and Retailers that are authorized to act on behalf of Customers. Part 3 of these Distribution Terms provide the terms and conditions upon which Retailer shall deal with EPCOR Distribution, regarding the provision of wire service to Customers on EPCOR Distribution’s electric distribution system.

This Part and Part 2 – “Service Connections” provides terms and conditions for Retailers to gain access to EPCOR Distribution’s electric distribution system for the purposes of allowing Retailers to sell electricity directly to end-use Customers.

14.2 Distribution Access Service

EPCOR Distribution offers to provide Distribution Access Services in accordance with these Distribution Terms, but is not required to provide Distribution Access Services to any Retailer who is in default of any provision in this Part 3.

14.3 Conditions For Providing Distribution Access Services to Retailers

A Retailer must fulfill the following requirements before EPCOR Distribution will provide or continue to provide Distribution Access Services to the Retailer:

- (a) the Retailer must be duly licenced to carry on business in Alberta as a retailer of Electricity Services pursuant to the FTA and other applicable statutes, regulations and codes; and
- (b) the Retailer must provide EPCOR Distribution with a copy of the Retailer’s licence issued pursuant to the FTA; and

- (c) the Retailer must have entered into a Distribution Services Agreement with EPCOR Distribution in the form set out in Schedule A, and EPCOR Distribution must be satisfied that the Distribution Services Agreement is binding upon the Retailer; and
- (d) the Retailer must meet and maintain the Prudential Requirements set out in Schedule C of these Distribution Terms; and
- (e) the Retailer must meet the communication testing requirements for information exchange set out in Schedule D to EPCOR Distribution's satisfaction; and
- (f) the Retailer must be entitled to exchange Energy through the Power Pool; and
- (g) the Retailer must be in compliance with and must maintain compliance with the provisions of the FTA; and
- (h) the Retailer must comply with the Alberta Settlement System Code; and
- (i) the Retailer must be equipped with the communications and other capabilities necessary to comply and remain in compliance with the standards that are set by the Alberta Settlement System Code and, further, must have in place all necessary information technology to enable it to receive and send data to and from EPCOR Distribution and to otherwise satisfy its obligations under this Distribution Terms, the Distribution Services Agreement to which it is a party and any other relevant agreements; and
- (j) the Retailer must meet any other requirements that EPCOR Distribution, acting reasonably, may impose.

14.4 Providing List of Authorized Persons to EPCOR Distribution

Prior to EPCOR Distribution providing Distribution Services to a Retailer, the Retailer shall provide to EPCOR Distribution a list of Authorized Persons of the Retailer authorized to communicate with EPCOR Distribution in relation to Distribution Services, including the enrollment of Customers for Distribution Access Service. All Persons named in accordance with this Section shall be Authorized Retail Representatives for a Retailer. Such Authorized Retail Representative shall on the Retailer's behalf, communicate with EPCOR Distribution and bind the Retailer in all matters in respect of the provision of Distribution Services to the Retailer, including the enrollment of Customers for Distribution Access Service. EPCOR Distribution shall be entitled to rely and act on communications received from the Authorized Persons of a Retailer appearing on such list until such time as the Retailer revokes such authorization by notice in writing to EPCOR Distribution.

14.5 Maintain Distribution Terms

As a strict condition for the continuation of Distribution Access Services, a Retailer shall:

- (a) Perform all of its obligations in a timely manner;
- (b) adhere to all credit, deposit and security requirements specified herein;
- (c) perform all Retailers Obligations provided for in Article 15 – Dealing With Customers.

14.6 Responsibility for Electric Purchases

The Retailer will be solely responsible for the purchase of electricity through the Power Pool and for arranging the delivery of electricity to the Point of Service for Customers, subject to these Terms and Conditions.

14.7 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. EPCOR Distribution shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements and shall have no liability for such customer arrangements.

ARTICLE 15 – DEALING WITH CUSTOMERS

15.1 Deemed Acceptance by Customers

All Customers receiving service on January 1, 2001, are deemed to have accepted these Distribution Terms.

15.2 Customer Acceptance of Distribution Terms

The Retailer must inform each of its Customers that they are bound by these Distribution Terms. The Retailer shall satisfy EPCOR Distribution that it has performed the obligation upon request by EPCOR Distribution.

Whether or not a Retailer obtains Customer acceptance of EPCOR Distribution's Terms upon enrollment of a Site, the Retailer is liable for payment in accordance with the Price Schedule for all Distribution Services received by the Customer.

15.3 Enrollment for Distribution Access Service

Distribution Access Service will be initiated for a Customer at a Site only after a Retailer has enrolled the Site in accordance with the rules and procedures set out in the Business Transaction Procedure Guide. Customers are responsible for making arrangements with a Retailer to obtain enrollment for Distribution Access Service.

A Retailer shall not take any steps under the Business Transaction Procedure Guide to enroll a Site until any right of rescission applicable to the Customer at the Site under the FTA has elapsed.

15.4 Conditions for Successful Enrollment of a Site

A Site will only be enrolled for Distribution Access Service if:

- (a) the Retailer requesting enrollment of the Site is qualified to receive Distribution Access Service under these Distribution Terms; and
- (b) the information required to be provided by the Retailer under the Business Transaction Procedure Guide is true, complete and accurate in all respects.

Prior to enrolling a Site or at any time after enrolling a Site, EPCOR Distribution may, but has no obligation to, verify the identity of the Customer at the Site and the accuracy of the information provided by the Retailer.

15.5 Retailer Obtaining Customer Authorizations

The Retailer shall be responsible for obtaining all required authorization from each Customer required for the enrollment of the Customer for provision of Distribution Access Service to such Retailer by EPCOR Distribution.

15.6 Enrollment Process

Enrollments will be processed by EPCOR Distribution on a first-come, first-served basis. If EPCOR Distribution receives more than one enrollment request for a Site on the same day, only the first valid enrollment request received by EPCOR Distribution will be processed on that day. All other enrollment requests will be rejected.

Once an enrollment for a Site has been processed by EPCOR Distribution, EPCOR Distribution will endeavor to provide the Retailer requesting the enrollment with a status notification informing the Retailer within 2 Business Days as to whether the request has been accepted or rejected. If the enrollment has been accepted, the effective date of the acceptance will be the date confirmed in EPCOR Distribution's notice to the Retailer. If the enrollment request has been rejected, EPCOR Distribution will provide reasons.

15.7 Retailer of Record for a Site

Upon successful enrollment by a Retailer of a Site, the Retailer will become the Retailer of Record for the Site, and the only Authorized Customer Representative for the Site. The Retailer performing RRO Services shall be deemed to be the Retailer of Record of a Site on January 1, 2001 or such later date as may be determined by the Province of Alberta under the EUA.

15.8 Enrollment Creates Financial Obligation

Upon successfully enrolling a Site for Distribution Access Service, the Retailer of Record for the Site shall be obligated to pay all charges and fees applicable to the Site under the Price Schedule, from the effective date of acceptance under Section 15.6.

15.9 Continuation of Financial Obligation

The Retailer's obligation under Section 15.2 of these Distribution Terms will continue until such time as:

- (a) the Site is enrolled for Distribution Access Service by another Retailer; or
- (b) the Site is de-enrolled in accordance with Section 17.2; or
- (c) EPCOR Distribution is informed by a Customer or Authorized Customer Representative in accordance with Section 17.7 that EPCOR Distribution's Facilities are no longer required for the provision of Energy to a Customer at the Site and Distribution Access Service at the Site is discontinued in accordance with Section 17.7 of these Distribution Terms.

For further clarity and without limiting the generality of this Section 15.9, the Retailer's obligation will not be affected by:

- (a) a change in the identity of the Customer at the Site; or
- (b) the temporary de-energization of the Site.

15.10 Customer Inquiries

For Customers requesting information on Distribution Access Service, EPCOR Distribution will make available the following information:

- (a) notification and informational materials to Customers 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, S.A. 1998, c. F-1.05 ("Fair Trading Act"). EPCOR Distribution is under no obligation to assure the accuracy of this list.

15.11 Information about Emergencies and Outages

Retailers shall make reasonable efforts to ensure Customers that contact the Retailer regarding distribution emergency conditions, outages, safety or environment situations related to the EPCOR's distribution system are referred directly to the EPCOR Distribution in a timely manner. EPCOR Distribution reserves the right, without providing notice to the Retailer, to test or audit the response time of the Retailer. EPCOR Distribution will communicate any unacceptable patterns to the Retailer to be corrected.

15.12 Provision of Customer Information to Retailer

EPCOR Distribution shall provide standard Customer Usage Information to a Retailer upon request and upon receiving consent from the Customer. The Retailer shall be responsible for obtaining authorization from the Customer prior to requesting EPCOR Distribution to release the Customer's information. Energy Usage data shall be provided for:

- (a) the 12-month period preceding the date of the request, or
- (b) for any shorter period for which EPCOR Distribution has collected that information, and

shall be released by EPCOR Distribution within 10 Business Days of receiving the Retailer's request.

EPCOR Distribution reserves the right to assess a charge for the provision of Customer Usage Information to the Retailer as set out in the Price Schedule.

15.13 Provision of Customer Information to EPCOR Distribution

The Retailer will, within 2 Business Days, advise EPCOR Distribution of any changes in Customer information, as defined by the UCI (Update Customer Information) record in the Alberta Settlement System code. If the Retailer at any time fails to provide the information in the time specified, the Retailer will pay to EPCOR Distribution the Information Breach Fee specified in the Price Schedule. The Retailer acknowledges that the Information Breach Fee represents a fair estimate of the cost and inconvenience incurred by EPCOR Distribution as a result of the Retailer's failure to provide Customer Information in a timely manner.

15.14 Retailer Identification

Any information exchange or communications between the Retailer and the EPCOR Distribution under these Distribution Terms shall employ the Retailer I.D. Number. A Retailer shall at all times maintain a Retailer Identification Number pursuant to the Alberta Settlement System Code. (the "Retailer I.D. Number")

15.15 Ownership of Facilities

A Fundamental term of maintaining the Distribution System is that EPCOR Distribution remains the owner of all Facilities necessary to provide Distribution Access Service, unless an agreement between EPCOR Distribution and the Retailer or Customer specifically provides otherwise.

ARTICLE 16 – BILLING AND PAYMENT

16.1 Financial Data

EPCOR Distribution shall collect use data in accordance with Article 19 of these Distribution Terms pursuant to its meter reading schedule. At the request of the Customer or Authorized Customer Representative, EPCOR Distribution shall obtain an actual off-cycle meter read and assess a charge to the Retailer as set forth in the Price Schedule.

16.2 Retailer of Record Financial Obligations

The Retailer will not be liable to EPCOR Distribution for any outstanding indebtedness of the Customer to EPCOR Distribution, which accrued prior to the acceptance of enrollment of a Site by the Retailer in accordance with Section 15.6, but will be liable for all outstanding indebtedness as long as the Retailer remains the Retailer of Record for the Site.

16.3 Distribution Access Services and System Access Services

EPCOR Distribution will bill the Retailer for Distribution Access and System Access Services provided to the Retailer in accordance with the billing procedures set out as follows:

- (a) EPCOR Distribution will invoice the Retailer each billing cycle for Distribution Access Service provided by EPCOR Distribution to Customers that the Retailer is an enrolled Retailer of Record, for the period prior to the billing cycle.
- (b) The billing cycle for Distribution Access Service will be weekly.
- (c) A bill to the Retailer for amounts payable by the Retailer for Distribution Access Services will set out the following information with respect to the billing period for which the bill is rendered:
 - (i) the total amount due from the Retailer for Distribution Access and System Access services provided by EPCOR Distribution plus any applicable penalties, interest, taxes and franchise fees as defined within these Distribution Terms and the Price Schedule; and
 - (ii) any other information required to be provided by EPCOR Distribution to the Retailer on a bill issued by EPCOR Distribution to the Retailer pursuant to the Alberta Settlement System Code and the Business Transaction Procedure Guide.

16.4 Miscellaneous Services

EPCOR Distribution will bill the Retailer for Miscellaneous Services provided to the Retailer, or the Retailer's customers, in accordance with the billing procedures set out as follows:

- (a) EPCOR Distribution will invoice the Retailer each billing cycle for Miscellaneous Services provided by EPCOR Distribution for the period prior to the billing cycle.
- (b) The billing cycle for Miscellaneous Service will be monthly.

- (c) A bill to the Retailer for amounts payable by the Retailer for Miscellaneous Services will set out the following information with respect to the billing period for which the bill is rendered:
 - (i) details of the amount due from the Retailer for each of the Distribution Services provided by EPCOR Distribution applicable to each of the Retailer and or it's Customers, plus any applicable penalties, interest, taxes; and
 - (ii) any other information required to be provided by EPCOR Distribution to the Retailer on a bill issued.

16.5 Electronic Billing

All bills to the Retailer under these Distribution Terms will be issued by EPCOR Distribution by electronic means and shall be deemed to have been received by the Retailer on the date issued.

16.6 Payment of Bills

A bill issued by EPCOR Distribution to a Retailer:

- (a) for Distribution Access Service and System Access Service shall be paid on or before the 5th Business Day following the day on which the bill was received by the Retailer; and
- (b) for Miscellaneous Services shall be paid on or before the 20th Business Day following the day on which the bill was received by the Retailer.

A bill will be deemed to have been paid when valid payment has been received by EPCOR Distribution for the full amount of the bill by way of cheque or electronic fund transfer.

16.7 Obligation to Pay Bills

The Retailer shall be obligated to pay all amounts owed to EPCOR Distribution in accordance with these Distribution Terms irrespective of whether or not:

- (a) the Retailer has actually received a bill from EPCOR Distribution for those amounts;
- (b) the Retailer's Customers have paid the Retailer for Electricity Services provided by the Retailer to its Customers; or
- (c) there is any unresolved dispute between EPCOR Distribution and the Retailer relating to the bill.

16.8 Collection of Taxes

EPCOR Distribution shall collect from the Retailer all franchise fees and sales, excise, or other taxes imposed by governmental authorities with respect to Distribution Services. The Retailer shall be responsible for identifying and requesting an exemption, if applicable, from the collection of applicable taxes by providing appropriate documentation to EPCOR Distribution.

16.9 Late or Unpaid Bills

If a Retailer does not comply with Section 16.7 of these Distribution Terms, then EPCOR Distribution will provide the Retailer with notice as required under section 19(1) of the DT Regulation, subject to EPCOR Distribution exercising its rights under section 19(4) of the DT Regulation, and:

- (a) EPCOR Distribution will assess the defaulting Retailer:
 - (i) a late payment charge of 1% of the amount on weekly bills for Distribution Access Services applicable to the billing period; and
 - (ii) a late payment charge of 2% per month of the amount on monthly bills for Miscellaneous Services applicable to the billing period; and
 - (iii) a fee for administration and collection services relating to the recovery by EPCOR Distribution of amounts owed.
- (b) EPCOR Distribution may apply or otherwise realize upon any security provided by the defaulting Retailer or any guarantee of a Retailer's affiliate corporation to EPCOR Distribution under these Distribution Terms or otherwise in satisfaction or part satisfaction of the amount outstanding including any interest and other charges incurred, and shall immediately give notice to the Retailer that it has done so.
- (c) EPCOR Distribution may suspend the Retailer's access to EPCOR Distribution's Distribution System and advise the Power Pool and Department of Resource Development of the suspension.
- (d) EPCOR Distribution may withhold payments owed by EPCOR Distribution to the Retailer.

16.10 Adjustment of Bills

Where EPCOR Distribution overcharges or undercharges a Retailer as a result of a billing error by an EPCOR Distribution representative, EPCOR Distribution may 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, EPCOR Distribution 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 months during which a billing error occurred up to a maximum period of 6 months immediately preceding the month in which the billing error is discovered. However, if the period of billing error cannot be determined with reasonable accuracy, the overcharge will be calculated for a period of 3 months immediately preceding the month in which the billing error is discovered.

- (b) If a Retailer is found to have been undercharged due to billing error, EPCOR Distribution may bill the Retailer for those months during which a billing error occurred up to a maximum period of 6 months immediately preceding the month in which the billing error is discovered. However, if the period of billing error cannot be determined with reasonable accuracy, the undercharge will be calculated for the period of 3 months immediately preceding the month in which the billing error is discovered.

If a Retailer disputes any amount owing by the Retailer to EPCOR Distribution, the Retailer shall nonetheless be required to pay the disputed amount and the dispute will be resolved pursuant to the dispute resolution process set out in Schedule A.

EPCOR Distribution may assess a charge to the Retailer as set out in the Price Schedule for administrative time and effort spent by EPCOR Distribution personnel in relation to a billing dispute where no billing error has occurred or EPCOR Distribution is not responsible for a billing error which has occurred.

16.11 Unauthorized Use

Where EPCOR Distribution determines that there has been unauthorized use of electric service including, but not limited to, meter tampering, unauthorized connection or reconnection, theft or fraud whereby EPCOR Distribution is denied full compensation for Distribution Services, EPCOR Distribution will bill the Retailer for EPCOR Distribution's estimate of such unauthorized use. Nothing in this section shall limit any other rights or remedies that EPCOR Distribution may have in connection with the unauthorized use.

16.12 Retailer Responsible to Bill Customers

The Retailer shall have the sole responsibility for billing its Customers for Electricity Services provided by the Retailer to its Customers. EPCOR Distribution does not assume any billing or collection obligations or responsibilities for or on behalf of the Retailer. The Retailer shall be solely responsible for processing Customer payments and handling the collection of accounts.

Provided, however, that EPCOR Distribution shall have the right to bill a Customer of the Retailer directly for any amounts owed by the Customer to EPCOR Distribution under these Distribution Terms.

ARTICLE 17 – DISCONTINUANCE OF DISTRIBUTION ACCESS SERVICE

17.1 Procedures for Distribution Access Service

This Article, specifies the processes for the transactions between EPCOR Distribution and the Retailer in relation to de-enrollment of a Site, which includes, without limitation,

the circumstances when a Retailer chooses not to provide Distribution Access Service to the Customer or when EPCOR Distribution discontinues Distribution Access Service to the Retailer as set forth in section 17.3 herein.

17.2 Discontinuance by the Retailer

- (a) To discontinue Distribution Access Service for a Site, a Retailer shall complete and provide to EPCOR Distribution a request for de-enrollment of service in the form and manner set out in the Business Transaction Procedure Guide and in compliance with the Alberta Settlement System Code. Such notice shall clearly specify the Retailer's reason(s) for seeking to de-enroll the Site.
- (b) In accordance with Part 2 of these Distribution Terms, EPCOR Distribution will obtain meter reads from time to time. At the request of the Retailer (or Customer), EPCOR Distribution shall obtain an actual off-cycle meter read and assess a charge to the Retailer as set forth in the Business Transactions Procedure Guide.
- (c) Acting reasonably, EPCOR Distribution may, in its discretion accept a notice of de-enrollment of a Customer by a Retailer for discontinuance of Distribution Access Service hereunder, unless to do so is contrary to EPCOR Distribution's approved policies as reflected in Schedule D to these Distribution Terms. EPCOR Distribution reserves the right to verify the identity of the Customer at the Site and the accuracy of the Customer Data. EPCOR Distribution may reject the request for de-enrollment if any information required in the application, including the Customer Data, 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-Enrollment, and the consequences thereof, and that EPCOR Distribution will not be held liable for any Customer disputes with the Retailer.
- (e) Upon receipt of a request for De-enrollment of Distribution Access Service from a Retailer in the form and manner set out in the Business Transaction Procedure Guide, EPCOR Distribution may accept the de-enrollment of the Retailer and will normally process the de-enrollment by the third (3rd) Business Day following receipt of such notice.
- (f) The Retailer shall remain responsible for service to the Customer until a replacement Retailer is appointed and in place for the Customer or the site is salvaged and removed from the EPCOR Distribution Settlement System.

17.3 Discontinuance by EPCOR Distribution

EPCOR Distribution may discontinue Distribution Access Service to the Retailer and the Retailer's Customer(s) if any of the following occur:

- (a) the Retailer has been decertified by the Alberta Department of Resource Development; or
- (b) the Retailer has failed to meet its obligations under these Distribution Terms or the Distribution Services Agreement with EPCOR Distribution; or
- (c) the Retailer has been decertified by the Albert Power Pool; or
- (d) the Retailer has failed to meet its credit requirements pursuant to Schedule C.

Notification of discontinuance will be made electronically to the Retailer and by mail to the Customer. Upon discontinuance of Distribution Access Service pursuant to this Article, the provisions of the affected service(s) may be assumed by another eligible Retailer from whom the Customer elects to obtain the affected service(s).

17.4 Disconnection at Request of Customer

Once a Customer's Service Connection has been energized, the Customer will have no right to request that EPCOR Distribution, and EPCOR Distribution will have no obligation at the request of the Customer, to de-energize the Service Connection or reduce the capability of the Service Connection, without the prior request of the Retailer of Record.

17.5 Disconnection by EPCOR Distribution for Safety Reasons

- (a) EPCOR Distribution reserves the right to de-energize a Customer's Service Connection at any time without notice, or to refuse to make a Service Connection, if to its knowledge or in its judgment the Customer's Facilities are unsafe or defective or will become unsafe or defective imminently.
- (b) EPCOR Distribution will not re-energize a Service Connection until the condition has been rectified to EPCOR Distribution's satisfaction, and the Customer has provided, or paid EPCOR Distribution's costs of providing, such Facilities as may be necessary to rectify the condition and prevent the condition from reoccurring.

17.6 Disconnection Other Than For Safety

EPCOR Distribution may at any time, de-energize the Service Connection and discontinue Distribution Access Service to the Customer or install a current-limiting

device to restrict the capability of the Service Connection and Distribution Access Service if the Customer:

- (a) violates any provision of these Distribution Terms or any provision of a Service Connection Agreement or any other contract between the Customer and EPCOR Distribution;
- (b) tampers with any service conductors, seals or any other Facilities of EPCOR Distribution or any meters, whether or not provided by EPCOR Distribution;
- (c) neglects or refuses to pay when due all amounts required to be paid under these Distribution Terms;
- (d) changes its requirements for a Service Connection or Distribution Access Service without the permission of EPCOR Distribution; or
- (e) provides EPCOR Distribution with incorrect information or makes fraudulent use of the Service Connection or Distribution Access Service.

17.7 Disconnection at Request of Retailer

- (a) In accordance with sub-section 7(2) of the Roles, Relationships and Responsibilities regulation, the Retailer shall have the right to request that EPCOR Distribution disconnect service to a particular Customer, and EPCOR Distribution shall comply with that request, unless such action is inconsistent with EPCOR Distribution's approved policies contained in Schedule D to these Distribution Terms.
- (b) EPCOR Distribution will de-energize a Service Connection and discontinue Distribution Access Service to a Customer of the Retailer in accordance with Schedule E.
- (c) Without limitation the Retailer will indemnify and hold harmless EPCOR Distribution from and against all claims and liabilities for damages, losses, expenses or any other liability suffered or incurred by EPCOR Distribution including reasonable legal fees as a result of complying with the Retailer's request or not re-energizing the Service Connection. Without limiting the generality of this Section, the provisions of Section 3.19 does not apply to the Retailers obligation under this Section.

17.8 Notice to Retailer

EPCOR Distribution may de-energize a Service Connection, and thereby discontinue Distribution Access Service to a Customer, in accordance with the provisions set forth in this Article 17.

EPCOR Distribution shall use reasonable efforts to provide the Retailer with prior notification of any de-energization, to the extent reasonably practicable. EPCOR Distribution shall not be liable for any revenue losses to the Retailer as a result of the disconnection of the Customer.

17.9 Reconnect Service

EPCOR Distribution will re-energize the Service Connection upon all conditions for re-energization under these Distribution Terms being satisfied, and when:

- (a) The Retailer has provide EPCOR Distribution with sufficient notice to reconnect service;
- (b) Retailer paying EPCOR Distribution's costs as provided for in the Price Schedule; and
- (c) All Service Connection Requirements are satisfied.

17.10 Removal of Facilities

Upon termination of a Service Connection, EPCOR Distribution will be entitled to enter upon and remove from the property owned or controlled by the Customer any of its Facilities located upon the property.

ARTICLE 18 – PRUDENTIAL REQUIREMENTS

18.1 Setting of Prudential Requirements

A Retailer shall meet and maintain such financial and other Prudential Requirements as EPCOR Distribution deems appropriate to ensure that the Retailer is and remains of sufficient financial standing to meet its ongoing financial obligations. The Prudential Requirements are set out in detail in Schedule C hereto.

18.2 Review and Reassessment

EPCOR Distribution may review and reassess the adequacy of the financial security or credit rating provided by a Retailer from time to time and may direct the Retailer to provide new replacement or additional financial security in accordance with its new determination as to the adequacy of the Prudential Requirements for that Retailer.

18.3 Costs

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

ARTICLE 19 – METERING

19.1 Provision of Meters

Without limiting the provisions of Part 2, Article 12 shall apply to all Retailers as well as their Customers.

ARTICLE 20 – LOAD SETTLEMENT

20.1 Provision of Settlement Services

EPCOR Distribution will provide load settlement information and carry out its load settlement function in accordance with the Alberta Settlement System Code and the EPCOR Distribution's Business Transaction Procedure Guide.

20.2 No Liability for Errors

EPCOR Distribution shall not be responsible for any estimating errors and shall not be liable to the Retailer for any costs that are associated with such estimating errors.

20.3 Request for Information

A Retailer may request load profiling and settlement information above the basic service provisions specified in the Alberta Settlement System Code providing:

- (a) the Retailer provides a written request to EPCOR Distribution 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, EPCOR Distribution 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. EPCOR Distribution shall not perform any request until the Retailer agrees to the proposal, and commits to payment for such services.

ARTICLE 21 – DEFAULT

21.1 Events of Default

An event of default under these Distribution Terms and the Distribution Service Agreement will occur if either EPCOR Distribution 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 EPCOR Distribution when payment is due, or to perform any obligation under these Distribution Terms or a Distribution Service Agreement including, without limiting the generality of the foregoing, fulfilling the requirements as set forth in Article 14, of these Distribution Terms, and fails to remedy the failure or satisfy the obligation, as the case may be, within ten (10) Business Days after receipt of written notice thereof from EPCOR Distribution.

21.2 Rights Upon Default

In an event of default, EPCOR Distribution shall, subject to these Distribution Terms and any applicable regulatory requirements, be entitled to pursue any and all available legal and equitable remedies and terminate the Distribution Service Agreement without any liability or responsibility whatsoever, except for obligations arising prior to the date of termination. EPCOR Distribution shall provide written notice to the Retailer of its intention to terminate Distribution Access Service hereunder.

21.3 Customers Moved to Supplier of Last Resort

If EPCOR Distribution has terminated a Retailer in accordance with Section 21.1 or a Distribution Service Agreement, it will, after giving reasonable notice, enroll the Retailer's customer base with the Supplier of Last Resort.

PART 4 – GENERATING CUSTOMERS

22.1 Availability of Distribution System

EPCOR Distribution shall make all reasonable efforts to enable Generating Customers to utilize its Distribution System to interconnect its generation facilities to the Interconnected Electric System, subject always to:

- (a) the Generating Customer entering into an agreement in writing satisfactory to EPCOR Distribution, and
- (b) the Customer fulfilling all applicable requirements of government authorities prior to interconnection.

SCHEDULE A – DISTRIBUTION SERVICE AGREEMENT

THIS DISTRIBUTION SERVICE AGREEMENT is entered into between EPCOR Distribution Inc. (“EPCOR Distribution”), an owner of an electric distribution system, having its principal place of business in Edmonton, Alberta and *[Insert name of Retailer]*, an entity validly authorized under the laws of Alberta to sell electricity to retail customers in Alberta, having its principal place of business in *[Insert principal place of business of Retailer]* (“Retailer”).

WITNESSETH

WHEREAS EPCOR Distribution provides Distribution Services pursuant to its Distribution Terms approved from time to time by the Council of the City of Edmonton; and

WHEREAS EPCOR Distribution desires to provide Distribution Services to Retailer and Retailer desires to obtain Distribution Services from EPCOR Distribution, upon and subject to the provisions of this Agreement

NOW THEREFORE in consideration of the premises and mutual promises and agreements of the Parties herein expressed, the Parties, intending to be legally bound, hereby agree to the following:

1.0 DEFINITIONS AND INTERPRETATIONS

“Agreement” means this Distribution Services Agreement.

“Parties” means EPCOR Distribution and Retailer and their successors and permitted assigns and “Party” means any one of the Parties.

All other capitalized words and phrases used in this Agreement have the respective meanings ascribed to them in the Terms and Conditions.

Words importing the singular number include the plural and vice versa. Words importing gender include masculine, feminine and neuter. The meanings specified are applicable to both the singular and the plural.

2.0 DISTRIBUTION TERMS

EPCOR Distribution’s Distribution Terms, approved by the Regulator from time to time, are expressly incorporated in and made a part of this Agreement by reference. The

Parties shall perform their respective obligations as set forth in the Distribution Terms as amended from time to time.

3.0 ENFORCEABILITY

Each Party represents that it has taken all necessary corporate action to authorize the execution of this Agreement, that the execution and performance of this Agreement does not and will not violate or result in the breach of any law, rule, regulation or agreement to which it is subject or party and that, upon execution, this Agreement shall constitute a valid and binding obligation, enforceable against it in accordance with its terms, except to the extent enforceability thereof is limited by bankruptcy, moratorium, or similar laws affecting creditors' rights generally, or general principals of equity.

4.0 TERM

This Agreement shall become effective on the day and year it is signed and dated by EPCOR Distribution. Subject to Section 5.1 and Article 6, the term of this Agreement shall continue for a period of six (6) months and shall continue thereafter from month to month unless terminated by either Party by written notice given to the other Party at least thirty (30) days prior to the intended termination date.

5.0 RETAILER RESPONSIBILITIES

5.1 Valid Authorization

Retailer represents that it is validly authorized under Alberta law to sell and provide Electricity Services to retail customers in Alberta. Retailer shall notify EPCOR Distribution immediately upon any change in its status to conduct sell and provide Electricity Services in Alberta. Failure of Retailer to maintain its authorization in good standing under Alberta law shall be grounds for immediate termination of this Agreement by EPCOR Distribution.

5.2 Compliance with Terms and Conditions

Retailer shall fully comply with the requirements of EPCOR Distribution's Distribution Terms.

5.3 Taxes

EPCOR Distribution shall have no responsibility for reporting or remitting to the appropriate taxing authority any taxes applicable to the sale by Retailer of electricity to Customers.
5.4 Notifications

5.4.1 Retailer shall notify EPCOR Distribution immediately if:

- (a) Retailer ceases to operate in Alberta;
- (b) Retailer is no longer permitted to provide electricity services under the conditions of the retailer's license under the Fair Trading Act and the regulations made under that Act; or
- (c) Retailer is no longer permitted to Exchange electric energy through the Power Pool in accordance with the rules of the Power Pool.

6.0 TERMINATION

6.1 Termination

Notwithstanding any contrary terms elsewhere in this Agreement, EPCOR Distribution may, by written notice to the Retailer, terminate this Agreement or suspend further performance by it without terminating this Agreement upon the occurrence of any of the following: (a) Retailer fails to fulfill the requirements under the Distribution Terms required to be fulfilled to receive Distribution Access Service, (b) Retailer ceases to operate in Alberta or is no longer permitted to provide Electricity Services under the conditions of Retailer's license under the Fair Trading Act (Alberta) and the regulations made under that Act or Retailer is no longer permitted to Exchange electric energy through the Power Pool in accordance with the rules of the Power Pool; (c) Retailer becomes subject to any bankruptcy or insolvency proceeding, becomes bankrupt or insolvent, becomes subject to control of a trustee, receiver or similar authority, or makes an assignment for the benefit of creditors, (d) Retailer fails to make, when due, any payment owing to EPCOR Distribution under this Agreement or the Distribution Terms and has not cured such failure within five (5) days after receipt of written notice from EPCOR Distribution or (e) Retailer commits a material breach of any of its other obligations under this Agreement or the Terms and Conditions and has not cured such breach within thirty (30) days after receipt of a written notice from EPCOR Distribution specifying the nature of the breach.

6.2 No Waiver

Any delay by EPCOR Distribution in enforcing any of its rights under this Agreement shall not be deemed a waiver of such rights, and a waiver of one default shall not be deemed a waiver of any other or subsequent default.

6.3 Remedies not Limited

The enumeration of remedies in this Article 6 shall not be deemed a waiver of any other remedies to which EPCOR Distribution is legally entitled.

7.0 DISPUTE RESOLUTION

7.1 Resolution by EPCOR Distribution and Retailer

If any dispute between EPCOR Distribution and a Retailer shall arise at any time in connection with this Agreement or the Distribution Terms, EPCOR Distribution and Retailer acting reasonably and in good faith, will endeavor to resolve the dispute as soon as possible in an amicable manner. If the dispute cannot be otherwise resolved, an officer of EPCOR Distribution and an officer of the Retailer shall meet to attempt to resolve the dispute.

7.2 Resolution by Arbitration

If any dispute has not been resolved pursuant to Section 7.1 within thirty (30) days after notice from EPCOR Distribution or Retailer to the other of its desire to have the dispute resolved, then the dispute shall be resolved pursuant to Sections 7.3 to 7.10 hereof. EPCOR Distribution and Retailer shall abide by the terms of any award rendered without delay.

7.3 Arbitrators

All disputes or differences between EPCOR Distribution and Retailer pursuant to this Agreement or the Distribution Terms shall be referred (unless EPCOR Distribution and the Retailer concur in the appointment of a single arbitrator) to a board of arbitrators consisting of one arbitrator to be appointed by each of EPCOR Distribution and Retailer who shall, by instrument in writing, appoint a third arbitrator immediately after they are themselves appointed. Notwithstanding the foregoing, any disputed matters between EPCOR Distribution and Retailer relating to an order or direction made or approved by the Regulator or falling within the exclusive jurisdiction of the Regulator shall be referred to the Regulator for resolution.

7.4 Failure to Concur

EPCOR Distribution and 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 EPCOR Distribution or Retailer on the other of notice requesting it to concur in the appointment of such an arbitrator.

7.5 Refusal to Appoint an Arbitrator

If either EPCOR Distribution or 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 EPCOR Distribution or 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 Queens Bench of Alberta to appoint an arbitrator for the party in default.

7.6 Failure to Appoint a Third Arbitrator

If the arbitrators appointed by EPCOR Distribution and Retailer have not, within fifteen (15) days after the appointment of the arbitrator last appointed, as the case may be, appoint a third arbitrator, either EPCOR Distribution or Retailer shall be entitled to apply upon notice to the other party to a Justice of the Court of Queens Bench of Alberta to appoint such an arbitrator.

7.7 Technical Competence

Any arbitrator appointed under the provisions of this clause whether by concurrence of EPCOR Distribution and Retailer, by either party, by the arbitrators, or by a Justice of the Court of Queens Bench of Alberta shall, in the opinion of the Person or 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.

7.8 Application of the *Arbitration Act* (Alberta)

Except as herein modified, the provisions of the *Arbitration Act* (Alberta), as amended, re-enacted or replaced from time to time, shall apply to any arbitration proceeding.

7.9 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.

7.10 Continuity of Service

All performance required under this Agreement or the Distribution Terms by EPCOR Distribution and Retailer and payment therefore shall continue during the dispute resolution proceedings contemplated by this Article, provided that in the case of any such proceedings pertaining to amounts payable under this Agreement or the Distribution Terms, 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 daily rate of interest at which EPCOR Distribution receives short-term financing from the date so determined until paid.

7.11 Terms and Conditions Prevail

In the event that a provision in this Agreement conflicts with the Distribution Terms, or a conflict with the Distribution Terms develops during the term of this Agreement, the Distribution Terms shall prevail.

8.0 MISCELLANEOUS PROVISIONS

8.1 Notices

Except as otherwise provided in this Agreement, any notice or other communication required or permitted to be given by either Party to the other Party under this Agreement shall be in writing and shall be deemed given to the other Party if addressed to the other Party as follows and delivered personally or by facsimile transmission at the following address or facsimile number for the other Party:

If to EPCOR Distribution:

EPCOR Distribution Inc.

10065 Jasper Avenue

Edmonton, Alberta, T5J 3B1

Attention: President , EPCOR Distribution Inc.

Facsimile Number:

If to Retailer:

•

[Insert Name, Address, Contact Person and Facsimile Number for Retailer]

Any communication received by a Party after the close of business shall be deemed to have been received on the next Business Day. A Party may change its address, contact person or facsimile number for communications by a communication given in accordance with this Section 8.1; provided that the change will only be effective upon receipt thereof by the other Party.

8.2 Governing Law

This Agreement is made under and shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, regardless of Alberta conflict of law provisions. The courts of the Province of Alberta shall have jurisdiction to determine all disputes and claims arising between the Parties and each Party hereby attorns to the jurisdiction of the courts of the Province of Alberta.

8.3 Restriction on Assignment

The rights of the Retailer under this Agreement are not assignable.

8.4 Amendments in Writing

This Agreement may be amended only by a written instrument duly executed by the Parties hereto that makes express reference to this Agreement.

8.5 Counterpart Execution

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

8.6 Headings for Reference

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and provisions thereof.

8.7 Severability

In the event that any of the terms, covenants, or conditions of this Agreement, or the application of any such terms, covenants, or conditions to a Party, shall be held by any court or regulatory authority having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of its terms, covenants and conditions to the Party shall not be affected thereby.

IN WITNESS WHEREOF the Parties have caused their names to be subscribed to this Agreement, each by its appropriate agent, hereto duly authorized, as of the date below.

EPCOR DISTRIBUTION INC.

Signature: _____

Print Name

Print Title

Date

[INSERT NAME OF RETAILER]

Signature: _____

Print Name

Print Title

Date

SCHEDULE B – PRUDENTIAL REQUIREMENTS

Subject to review and reassessment of the Prudential Requirements of a Retailer by EPCOR Distribution from time to time, EPCOR Distribution has established the following minimum financial criteria for Retailers entering into Distribution Service Agreement with EPCOR Distribution.

1.0 PRUDENTIAL INSTRUMENTS

Subject to section 3 below, a Retailer will be deemed to have met the Prudential Requirements if:

- (a) the Retailer, or a Person who guarantees the financial obligations of the Retailer in a manner acceptable to EPCOR Distribution, must have and maintain at all times at least a “BBB+” rating from the Canadian Bond Rating Service or an equivalent rating from a major reputable bond rating service satisfactory to EPCOR Distribution; or
- (b) the Retailer provides in a manner acceptable to EPCOR Distribution as security for its obligations to EPCOR Distribution:
 - i. an irrevocable bank guarantee, or
 - ii. an irrevocable letter of credit, or
 - iii. a cash deposit, in the name of EPCOR Distribution Inc, at a Canadian chartered bank, trust company, credit union or other lending institution acceptable to EPCOR Distribution.

In or for an amount not less than the financial obligations, which EPCOR Distribution estimates will be, owed EPCOR Distribution for 75 days.

The security must allow for partial withdrawals.

2.0 CREDIT LIMIT

For Retailers to which 1(a) applies, the Retailer will provide EPCOR Distribution with audited financial statements for the most recent three years and all other information reasonably required to conduct a credit risk assessment. EPCOR Distribution, subject to review and reassessment, shall establish the Retailer’s allowable credit limits in relation to its bond rating for each Retailer, affiliate or person who guarantees the financial obligations of the Retailer, based on the credit assessment and shall notify the Retailer of their credit limit.

3.0 INITIAL FINANCIAL OBLIGATION FOR PRUDENTIAL LEVELS

The initial financial obligation levels will be estimated on anticipated load and formula as defined herein such that:

- (a) For each Retailer to which 1(a) applies, the initial financial obligations do not exceed the established credit limit assessed under section 2; and
- (b) For each Retailer to which 1(b) applies, to estimate the projected value of that Retailer's payments under EPCOR Distribution's tariff over a 75-day period, as reasonably forecast by EPCOR Distribution.

4.0 MAINTAINING PRUDENTIAL REQUIREMENTS

- (a) EPCOR Distribution will ensure for each Retailer to which 1 (a) or 1(b) applies that the expected financial obligations do not exceed the credit limit or level of financial security provided by each Retailer. If a Retailer's financial obligations for a period of at least 60 days are estimated by EPCOR Distribution to exceed 80% of the limit set out above in section 2 and section 3 of this document, EPCOR Distribution will have the right to request additional security and/or payment in advance. Such additional security will be due within 10 Business Days of EPCOR Distribution's request. If security is not presented within that time frame, EPCOR Distribution reserves the right to suspend the provision of further Distribution Access Services to the Retailer.
- (b) If the Retailer fails to provide a replacement irrevocable letter of credit at least five Business Days prior to the expiration of an irrevocable letter of credit, EPCOR Distribution shall be entitled to draw the full amount of the irrevocable letter of credit and hold the amount so drawn as replacement security for the Retailer's obligations to EPCOR Distribution; or
- (c) For Retailers to which 1(a) applies, EPCOR Distribution requires Retailers to report any downgrading of their corporate bond rating to EPCOR Distribution within 2 Business Days of said rating revisions.
- (d) If a Retailer fails to pay any amount billed, EPCOR Distribution 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 as outlined above.

5.0 INTEREST ON SECURITY DEPOSIT

Interest on each Retailer's cash security deposit held by EPCOR Distribution will be calculated at the rate specified from time to time in The Landlord and Tenant Act, but not less than 2.5% per annum. Interest will be credited to the Retailer's account annually.

6.0 RETAILER COSTS

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

SCHEDULE C – COMMUNICATION TEST PROCEDURE

Communication Testing Procedures

The purpose of the testing is to verify that the retailer is capable of complying with the data transfer standards specified in this document and has the necessary technical environment to send, receive, and translate the standard transactions required to do business in the Alberta Electrical Utility market and specifically with EPCOR Distribution Inc.

The installation and configuration of hardware, software, establishment of communications and basic testing are the responsibility of the retailer and must be completed prior to initiating this testing process.

Three transaction sets included in the Communication Test are as follows:

A. EBT Provincial Standard Transactions (format and contents as specified in the Alberta System Settlement Code)

1. Provide Current Consumption Data from MDM
 - 1.1. Daily Interval Meter Readings to Retailers and Settlement (DIM)
 - 1.2. Daily Cumulative Meter Consumption to Retailers and Settlement (DCM)
 - 1.3. Cumulative Switch Estimate Consumption to Retailer CSE)
2. Wholesale Settlement Data Transfers
 - 2.1. Wholesale Settlement Information (WSI)
 - 2.2. Settlement Summary Information (SSI)
 - 2.3. Settlement Profile Information (SPI)
3. Select Retailer Transaction Set
 - 3.1. Select Retailer Request (SRR)
 - 3.2. Select Retailer Notification (SRN)
 - 3.3. Notify Old Retailer (SRO)
4. Update Customer Transaction
 - 4.1. Update Customer Information UCI)

B. Transaction Sets With Standard Content (contents as specified in the Alberta Settlement System Code)

1. Search Site ID
 - 1.1. Search Site ID Request (SSR)
 - 1.2. Site ID Result (SIR)
2. Energize/De-Energize Site
 - 2.1. Energize Request (ENR)
 - 2.2. Energize Failure (ENF)
 - 2.3. Energize Completion to Retailers and Settlement (ENC)
 - 2.4. De-Energize Request (DER)
 - 2.5. De-Energize Failure (DEF)
 - 2.6. De-Energize Completion to Retailers and Settlement (DEC)
3. Revoke De-Energize
 - 3.1. Revoke De-Energize Request (RDR)
 - 3.2. Revoke De-Energize Confirmation (RDC)
4. Request Off-Cycle Meter Read
 - 4.1. Request Off-Cycle Meter Read (ROR)
 - 4.2. Request Off-Cycle Meter Read Completion (ROC)
5. De-Select
 - 5.1. De-Select Request (DSR)
 - 5.2. De-Select Notification (DSN)

C. EPCOR Specific Transaction Sets

1. Meter Change Request (MCR)
2. Meter Change Completion (MCC)
3. Meter Check Request (CMR)
4. Meter Check Completion (CMC)
5. Security Light Change Request (LCR)
6. Security Light Change Completion (LCC)
7. Power Settlement Site Characteristic Changes (PSC)
8. Missing Read Estimates (MRE)
9. Tariff Audit Results (TAR)
10. Daily Site Specific Settlement Results (DAS)
11. Site Removal Notification (SRE)

Please refer to the Business Transaction Procedure section for transaction field names, data type and Data Size.

1. Test System Set Up

The most current version of the file transfer application - DropChute, manufactured by Hilgraeve Inc. has to be installed at retailer site. Once DropChute is installed, technical staff from EPCOR Distribution Inc. will work with the retailer to establish connection and other system configuration/technical requirements.

The Retailer is required to register EPCOR Distribution Inc as a DropChute table entry.

2. Testing Procedures

The test will be concentrated in the areas of sending and receiving standard transaction files, error handling, system and file recovery and audit logging capability.

Sequence of the testing is as follows:

1. Sending and/or receiving EBT Provincial Standard Transactions (section B.6 of the Settlement Code, for a total of 10 transactions) to/from EPCOR Distribution Inc.
2. Sending and/or receiving EBT Provincial Standard Transactions (section B.6 of the Settlement Code, for a total of 10 transactions) to/from EPCOR Distribution Inc. with transaction errors.
3. Sending and/or receiving Transaction Sets With Standard Content (section B.7 of the Settlement Code, for a total of 14 transactions) to/from EPCOR Distribution Inc.
4. Sending and/or receiving Transaction Sets With Standard Content (section B.7 of the Settlement Code, for a total of 14 transactions) to/from EPCOR Distribution Inc. with transaction errors.
5. Sending and/or receiving EPCOR Distribution Inc. specific transaction sets (see attachment, for a total of 6 transactions) to/from EPCOR Distribution Inc.
6. Sending and/or receiving EPCOR Distribution Inc. specific transaction sets (see attachment, for a total of 6 transactions) to/from EPCOR Distribution Inc. with transaction errors.

The retailer is required to maintain a test transaction log to be reviewed periodically throughout the test with the EPCOR Distribution Inc.

3. Testing Schedule

Day 1 & 2:

- Sending and/or receiving EBT Provincial Standard Transactions to/from EPCOR Distribution Inc. with/without errors
- Transmission of error notification transactions.
- Re-send/re-receive rejected transactions
- Review Day 1 & 2 test results

Day 3 & 4:

- Sending and/or receiving Transaction Sets With Standard Content to/from EPCOR Distribution Inc. with/without errors
- Transmission of error notification transactions.
- Re-send/re-receive rejected transactions
- Review Day 3 & 4 test results

Day 5 & 6:

- Sending and/or receiving EPCOR Distribution Inc. specific transaction sets to/from EPCOR Distribution Inc. with/without errors
- Transmission of error notification transactions.
- Re-send/re-receive rejected transactions
- Review Day 5 & 6 test results

Day 7 & 8:

- The time frame is reserved for the testing of transaction recoverability, reviewing network performance and availability, audit trail, security and business issues discussion and documenting exceptions/resolutions made during the testing
- Review the overall test results with the retailer

4. Testing Scenarios

The retailer will be supplied with the following items:

- The testing schedule
- Testing procedures
- A set of testing scripts with the expected results from each test
- Timing of sending/receiving each transaction set
- Contents and format of each transaction

5. Testing Data

Test data will be supplied to the retailer, and must be used for all transaction tests.

Schedule D - Disconnect For Non-Payment Terms

1.0 INTERPRETATION

The following words and phrases, whenever used in these Terms and Conditions, and shall have the respective meanings set out below.

“Authorized Person” means:

- (a) the person authorized by Distribution to perform the billing functions of the Regulated Rate Option, and
- (b) the person appointed as the Supplier Of Last Resort, and
- (c) the person who is thereby entitled to use this disconnection policy.

“Authorized Receivables” means:

- (a) customer charges for electric energy delivered under the Regulated Rate Option or as the Supplier of Last Resort, calculated in consistency with the relevant Tariff and Authorized Person Terms & Conditions of Service, and
- (b) customer charges for those services of EPCOR Water which are regulated by Edmonton City Council, and
- (c) customer charges for any other public service whose provision and pricing regulated by Edmonton City Council.

“Disconnection” means:

- (a) the termination of electric service at a specified Site ID Delivery Point, or
- (b) limiting the flow of electric current to a specified Site ID Delivery Point to a specified maximum level, measured in Amperes.

“Winter Rules” means a period of time during which no Residential Site ID, which is a building with an independent heating system, will be completely disconnected by reason of an instruction from an Authorized Person. Distribution may declare Winter Rules to be in effect or to stop being in effect at any time at its sole discretion.

“Disconnection Instruction” means an instruction issued by the Authorized Person to Distribution, that directs Distribution to carry out Disconnection, and specifies the form of Disconnection to be carried out and the time when it is to be carried out.

“Distribution” means EPCOR Distribution Inc.

“Excluded Receivables” means all receivables, which are not Authorized Receivables.

“Notification Practices” means the activities carried out by the Authorized Person to notify a customer of any outstanding Authorized Receivables, of the customer’s options for paying these receivables, and of steps, which will be followed prior to the Authorized Person issuing a Disconnection Order.

“Payment Application Sequence” means the sequence in which customers’ payments are applied to Authorized Receivables and Excluded Receivables.

“Reconnection Instruction” means an Authorized Person’s instruction to Distribution to reconnect the power supply of a given Site ID Delivery Point, and specifying the timeframe within which power is to be reconnected.

“Site ID Delivery Point” means the point at which power is delivered to a location specified by Site ID, and at which terminating the flow of electric will cause power to cease to be delivered to that Site ID.

2.0 DISCONNECTION FOR NON-PAYMENT

2.1 Receivables, Billing & Payment Application

- a) The Authorized Person shall from time to time calculate a customer’s Authorized Receivables, and issue a customer bill for that amount.
- b) The calculation may include those Site ID Delivery Points, which the customer has agreed shall be billed as a single entity.
- c) The Authorized Person may at its sole discretion present Excluded Receivables in a customer bill.
- d) For the purposes of determining arrears on Authorized Receivables, payment received shall be applied first to all outstanding Authorized Receivables, and any payments in excess of the outstanding Authorized Receivables will then be applied to the Excluded Receivables.
- e) All Authorized Receivables shall be treated as a whole, and customers cannot specify a payment application sequence for any component of the Authorized Receivables.
- f) Payment application cannot be retroactively modified. If the Payment Application Sequence has resulted in payments being made towards Excluded Receivables, that assignment is final.
- g) The Authorized Person shall take all reasonable steps to inform customers of the Payment Application Sequence and associated procedures.

2.2 Disconnection

- a) The Authorized Person will take all reasonable steps to ensure service of notice is properly executed.
- b) An Authorized Person's relevant Notification Practices must at a minimum include the following steps:
 - I) Initial Billing - The customer's financial obligation shall be clearly presented at such interval, as the Authorized Person deems reasonable under the circumstances.
 - II) Notice of Non-Payment - A customer shall receive notice that payment on the initial billing has not been received.
 - III) Warning of Disconnection - Customers shall have at least four Business Days in which to make suitable payment arrangements, unless special arrangements have previously been made between the customer and the Authorized Person. At the end of that period, the Authorized Person may issue a Warning of Disconnection.
 - IV) Disconnection - Customers shall have at least two Business Days in which to make suitable payment arrangements following Warning of Disconnection, at the end of which period a Disconnection Instruction may be issued by the Authorized Person.

2.2.1 Notice

The Authorized Person can issue a Disconnection Instruction to Distribution provided that the Notification Practices have been followed.

2.2.1 Disconnection

Distribution will carry out this instruction as directed. However if Winter Rules are in effect then no residential Site ID, which is a building with an independent heating system, will be completely disconnected by reason of an instruction from an Authorized Person.

2.2.3 Winter Rules

When Winter Rules are in effect the following will apply:

- a) Where the Authorized person requested a current limiter disconnection, a current limiter shall be installed, or if that is not possible the Site ID will not be disconnected.

- b) Where the Authorized Person requested a complete disconnection, Site IDs without an independent heating system will be disconnected, and other Site IDs will not be disconnected.

2.2.4 Liability

The Authorized Person is liable for all damages resulting from a Disconnection Instruction, and for any costs incurred by Distribution as a result of its compliance with the Instruction.

2.2.5 Enrollment

Being Disconnected does not bar a customer from enrolling a site with another retailer who can then arrange for a reconnection.

2.2.6 Multiple Sites

Where a bill covers multiple Site ID Delivery Points, the Authorized Person shall at its sole discretion determine for which it will issue the Disconnection Instruction.

2.2.7 Disconnection for Non-Payment of Exclude Receivables

Under no circumstances shall the non-payment of Excluded Receivables result in a Disconnection Instruction. The Authorized Person is liable for all violations of this requirement.

Schedule E - Electrical Connection Point

Type of Service Connection		Electrical Connection Point
Underground Secondary Voltage Service Connections	Standard underground service arrangement	Property line
	Multi Family Unit, where on-property transformer services multiple customers	Property line with the exception that the WO will install and retain ownership of the transformer which reduces the voltage to the level required at the Site
	On property dedicated pad-mounted transformer	Secondary cable termination on the transformer (i.e. the point where the cables from the Site distribution panel or breaker connect to the transformer)
	Downtown network	The lineside or supply side connection point on the Site's main breaker or main distribution panel
Aerial Secondary Voltage Service Connections		Weatherhead (i.e. the weather proof point at which the aerial lines first enter the conduit on the building)
Primary Voltage Service Connections – Customer-owned Transformer		The lineside or supply side connection on the Site's main breaker or, if applicable, load side termination on the pole mounted metering system