

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.

16.6 Invalidity of Contractual Provisions

If any provision of the Terms and Conditions, a Backout Electric Service Agreement, an Electric Service Agreement, or any other agreement with the Company is to any extent held invalid or unenforceable, the remainder of the Terms and Conditions or the agreement, as the case may be, and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

16.7 Law

These Terms and Conditions and any other agreement between a Retailer or Customer shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta, without regard to principles of conflicts of law. Any lawsuit arising in connection with these Terms and Conditions and any other agreement shall be brought in the courts of the Province of Alberta.

16.8 New Facilities and Electric Distribution Service Additions

The Company reserves the right to communicate directly with the Customer in respect of any requests made by the Customer, the Retailer or any other party acting as agent for the Customer, for the construction of new Facilities or for additional services. The Company reserves the right to charge the Customer directly for any amounts required to be provided to the Customer under the Terms and Conditions.

SCHEDULE A – STANDARD SUPPLY SPECIFICATIONS

The Company's standard supply specifications, which are in accordance with Canadian Standards Association standard CAN_C235-83, are listed in the following section.

Upon request by the Customer, the Company may provide other supply voltages or supply arrangements. If this option is chosen, the Customer will be responsible for all incremental costs associated with provision of service using non-standard supply arrangement or voltages as determined by the Company.

Customer Type	Supply Availability	Conditions
Residential	240/120 V - single phase, three wire	(i) Overhead secondary conductors are supplied by the Company (ii) For services 200 amps or less, underground conductors are supplied by the Company (iii)
Farm	240/120 V - single phase, three wire	Overhead and underground secondary conductors are supplied by the Customer
	208 Y /120 V - three phase, four wire	Overhead and underground secondary conductors are supplied by the Customer
General Service	240/120 V - single phase, three wire	(i) Overhead secondary conductors are supplied by the Company (ii) Underground secondary conductors are supplied by the Customer
	208 Y/120 V - three-phase, four wire	(i) Overhead secondary conductors are supplied by the Company for loads up to 150 kV.A (ii) Overhead secondary conductors are supplied by the Customer for loads greater than 150 kV.A (iii) Underground secondary conductors are supplied by the Customer
	480 Y/277 V – three phase, four wire	(i) Overhead secondary conductors are supplied by the Company for loads up to 150kV.A (ii) Overhead secondary conductors are supplied by the Customer for loads greater than 150 kV.A (iii) Underground secondary conductors are supplied by the Customer
	600 Y/347 V – three phase, four wire	(i) Overhead secondary conductors are supplied by the Company for loads up to 150 kV.A (ii) overhead secondary conductors are supplied by the Customer for loads greater than 150 kV.A (iii) Underground secondary conductors are supplied by the Customer
	4160 Y/2400 Y – three phase, four wire, 2,000 kV.A to 10,000 kV.A	(i) Overhead secondary conductors are supplied by the Customer (ii) Underground secondary conductors are supplied by the Customer
Oilfield	240/120 V – single phase, three wire	(i) Overhead secondary conductors are supplied by the Company (ii) Underground secondary conductors are supplied by the Customer


 Page: 74
 Effective: 2023-01-01
 Supersedes: 2021-01-01

Customer Type	Supply Availability	Conditions
	208 Y/120 V – three phase, four wire	(i) Overhead secondary conductors are supplied by the Company for loads up to 150 kV.A (ii) Overhead secondary conductors are supplied by the Customer for loads greater than 150 kV.A (iii) Underground secondary conductors are supplied by the Customer
	480 Y/277 V – three phase, four wire	(i) Overhead secondary conductors are supplied by the Company for loads up to 150kV.A (ii) Overhead secondary conductors are supplied by the Customer for loads greater than 150 kV.A (iii) Underground secondary conductors are supplied by the Customer
	600 Y/347 V – three phase, four wire	(i) Overhead secondary conductors are supplied by the Company for loads up to 150 kV.A (ii) Overhead secondary conductors are supplied by the Customer for loads greater than 150 kV.A (iii) Underground secondary conductors are supplied by the Customer

SCHEDULE B – CONDITIONS OF UNDERGROUND SERVICE

The Company shall extend service by underground conductor lines upon and subject to the following terms and conditions.

- (a) No service is then available in the area to be served by such extension, and not less than 25 single family dwellings (or such lesser number as may be agreed to by the Company) will be connected to such extension (the “underground service area”), each of which is situated upon a parcel of land where other single family dwellings in the underground service area are situated.
- (b) All permanent service in the underground service area shall be provided exclusively through underground conductor lines;
- (c) The Developer shall provide, without cost to the Company, such rights-of-way, easements, utility corridors and transformer locations as the Company may require for the installation, operation and maintenance of such extension, which the developer shall keep free and clear of any buildings, structures, fences, pavement, trees or any other obstructions which may hinder the Company in installing, maintaining or removing its Facilities;
- (d) The Company shall not be obligated to install such extension until it is reasonably satisfied that the extension will not thereafter be damaged or interfered with, and, in any event, any costs incurred by the Company in relation to the relocation, reinstallation or as a result of damage to such extension shall be paid by the Developer;
- (e) Service, for purposes other than residential use and street lighting, may be provided from such extension only with the consent of the Company;
- (f) In relation to the underground service, the Developer shall provide a meter socket, service conductor protection from sixty centimeters below grade level to the line side of the meter socket and will ensure installation of a service meeting ATCO Electric’s Specifications for New Electricity Underground Residential Distribution Systems (available at atco.com);
- (g) The Developer shall provide to the Company a certified copy of the registered plan for subdivision and final construction plans showing the location of sidewalks, curbs and gutter, and underground utilities together with such evidence as the Company may reasonably require to the effect that all the rules and regulations applicable to the development have been or will be complied with by the Developer;
- (h) Survey stakes indicating grades and property lines shall be installed and maintained by the Developer;
- (i) The surface of the ground for a distance of not less than one point five (1.5) meters on each side of the alignments for the underground conductor lines shall be graded by the Developer within eight (8) centimeters of a final grade;
- (j) Unless otherwise agreed to by the Company, the Developer shall provide a survey for the location of transformers, street light bases and cable routing, as required; and
- (k) Sidewalks, curbs and gutters may be constructed by the Developer but no other permanent improvements shall be made until approved by the Company.

In addition, the service shall be subject to such other conditions as may be specified by the Company from time to time.



SCHEDULE C – SAMPLE ELECTRIC SERVICE AGREEMENT

MEMORANDUM OF AGREEMENT made the (day) of (month), (year)

BETWEEN: (CUSTOMER NAME)

(address)

(hereinafter called the "Customer")

- and -

ATCO Electric Ltd., a body corporate with its Head Office in the City of
Edmonton in the Province of Alberta ("ATCO Electric" or "Company")

WHEREAS the Customer has requested the Company to provide the Customer with electrical
service at a location known as:

(Location of Customer Load)

1. The Customer and the Company agree as follows:

- i. Effective Date: _____
- ii. Applicable Price Schedule(s): _____
- iii. Expected Peak Demand: _____
- iv. **Distribution:**
 - a) Initial Term: _____
 - b) Investment Term: _____
 - c) Customer Contribution
(plus applicable GST): _____
 - d) Minimum Contract Demand: _____
- v. **Transmission:**
 - a) Investment Term: _____
 - b) Customer Contribution
(plus applicable GST): _____
 - c) Minimum Contract Demand: _____
- vi. Minimum Contract Charge (Idle Charge): _____
- vii. Supplementary Charges: _____
- viii. Special Arrangements: _____



Page: 77
Effective: 2023-01-01
Supersedes: 2021-01-01

2. This Electric Service Agreement is subject to the ATCO Electric Ltd. – Terms and Conditions for Electric Distribution Service ("Terms and Conditions"), as amended from time to time, which are approved by the Alberta Utilities Commission ("AUC").
3. The service provided hereunder is provided for the Customer's use only at the said location and the Customer shall not permit any other person to use such service.
4. The Customer shall give to the Company reasonable prior written notice of any change in service requirements, including any change in load to enable the Company to determine whether or not it can supply such revised service without changes to its Facilities.
5. The Customer acknowledges that it has reviewed and understands these Terms and Conditions and agrees to be bound by them in all transactions with ATCO Electric.
6. No person, whether an employee or agent of ATCO Electric or otherwise, can agree to change, alter, vary or waive any provision of the Terms and Conditions without the express approval of the AUC.
7. The Customer acknowledges that it has been advised of ATCO Electric's Customer Guide to New Extensions and is aware of the policies and business practices of the Company detailed therein.
8. This Electric Service Agreement shall be effective on the date service is first made available, and thereafter shall remain in effect until terminated by either party in accordance with Article 15, as applicable, of the Terms and Conditions.
9. This Electric Service Agreement is subject to all applicable legislation, including the *Electric Utilities Act* and the Regulations made there under, and all applicable orders, rulings, regulations and decisions of the AUC or any other regulatory authority having jurisdiction over the Company or the matters addressed herein.
10. This Electric Service Agreement shall enure to the benefit of and be binding and enforceable by the parties hereto and their respective executors, administrators, successors and, where permitted, assignees.
11. If any provision of this Electric Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Electric Service Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.
12. Contracts or notices required with respect to the Agreement shall be directed as follows:

ATCO Electric Ltd.
10035 – 105 Street,
Edmonton, Alberta, T5J 2V6

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day first above mentioned.

[CUSTOMER NAME]

ATCO Electric Ltd.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____