

falling within the exclusive jurisdiction of the Commission, shall be referred to the Commission for resolution.

17.4 Failure to Concur

The Company and a 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 the Company or the Retailer on the other of notice requesting it to concur in the appointment of such an arbitrator.

17.5 Refusal to Appoint an Arbitrator

If either the Company or the 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 the Company or the 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 Queen's Bench of Alberta to appoint an arbitrator for the party in default.

17.6 Failure to Appoint a Third Arbitrator

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

17.7 Technical Competence

Any arbitrator appointed under the provisions of this clause whether by concurrence of the Company and the Retailer, by either party, by the arbitrators, or by a Justice of the Court of Queen's Bench of Alberta shall, in the opinion of the 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.

17.8 Compensation of Arbitrators

Each party shall be responsible for the costs of the arbitrator appointed by it hereunder. The costs of the third arbitrator shall be divided evenly between the parties.

17.9 Application of the Arbitration Act (Alberta)

Except as herein modified, the provisions of the *Arbitration Act*, R.S.A. 2000, c. A-43, as amended from time to time, shall apply to any arbitration proceeding.

17.10 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.

17.11 Continuity of Service

All performance required under these Terms and Conditions by the Company and the Retailer and payment therefore shall continue during the dispute resolution proceedings contemplated by this Article 17, provided that in the case of any such proceedings pertaining to amounts payable under these Terms and Conditions, 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 rate specified from time to time in *The Residential Tenancies Act S.A. 2004, C.R-17.1* or as otherwise stipulated in any contractual arrangements between the Retailer and the Company.

ARTICLE 18 – MISCELLANEOUS

18.1 Independent System Operator or Transmission Facility Owner Requirements

Retailers and Customers acknowledge and agree that the Company is bound by all operating instructions, policies and procedures of the Independent System Operator and Transmission Facility Owners which are needed to maintain the integrity of Alberta's interconnected electric system. Each Retailer and Customer acknowledges and agrees that they will cooperate with the Company so that the Company will be in compliance with all such operating instructions, policies and procedures which include, but are not limited to, those operating instructions, policies and procedures pertaining

to minimum and maximum generation emergencies, and supply voltage reduction or full interruption of Customer load by either manual or automatic means.

18.2 Compliance with Applicable Legal Authorities

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

18.3 No Assignment

Neither the Company nor the Retailer shall assign any of its rights or obligations under these Terms and Conditions or the Retail Service Agreement without obtaining (a) any necessary regulatory approval(s); and (b) the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. No assignment shall relieve the assigning party of any of its obligations under these Terms and Conditions or the Retail Service Agreement until such obligations have been assumed by the assignee. Any assignment in violation of this Section shall be void. However, the Company may assign any or all of its rights and obligations under these Terms and Conditions and the Retail Service Agreement, without the Retailer's consent, to any entity succeeding to all or substantially all of the assets of the Company, if the assignee agrees, in writing, to be bound by all of the terms and conditions hereof and if any necessary regulatory approvals are obtained.

18.4 No Waiver

The failure of either party to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions or a Retail Service 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 these Terms and Conditions or a Retail Service Agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse.

18.5 Law

These Terms and Conditions and the Retail Service Agreement between the Company and the Retailer shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta, without regard to principles of conflicts of law. Any lawsuit arising in connection with these Terms and Conditions and the Retail Service Agreement shall be brought in the courts of the Province of Alberta.

18.6 Invalidity of Contractual Provisions

If any provision of the Terms and Conditions 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.

ARTICLE 19 – NOTICE

Unless otherwise stated herein, all notices, demands or requests required or permitted under these Terms and Conditions or a Retail Service Agreement shall be in writing and shall be personally delivered or sent by courier-service or electronic mail addressed as follows:

- (a) If to the Retailer, to the address and the addressee set out in the Retail Service Agreement between the Retailer and the Company.
- (b) If to the Company to: ATCO Electric Ltd.
10035 - 105 Street, Edmonton, Alberta, T5J 2V6
Attention: Manager, Customer Care and Billing



Page: 48
Effective: 2023-01-01
Supersedes: 2020-08-01

Email: RetailerServices@atcoelectric.com

Notice received after the close of the Business Day shall be deemed received on the next Business Day.

SCHEDULE A – RETAIL SERVICE AGREEMENT

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

BETWEEN: **(RETAILER NAME)**

(address)

Retailer Business Number: _____

(hereinafter called the "Retailer")

- and -

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

WHEREAS the Retailer has requested the Company to provide the Retailer with Electric Distribution Service for the purpose of serving its electricity customer(s) ("the Customer");

The Retailer and the Company agree as follows:

1. The Retailer is solely responsible for the provision of accurate and timely Customer Information to the Company. The Retailer agrees to provide the following information by electronic form to the Company, and represents and warrants that such information is true and accurate:
 - (a) Retailer Identification No(s).: Refer to Appendix A
 - (b) Customer Information, in a form acceptable to the Company, for each Customer of the Retailer:

Should any of the above Customer Information change during the term of this Retail Service Agreement, the Retailer shall advise the Company of the change, by electronic means, as soon as is reasonably practicable in the circumstance, and in any event within five (5) Business Days of the Retailer becoming aware of the change.

2. This Retail Service Agreement is subject to the ATCO Electric Ltd. – Retailer Terms and Conditions for Electric Distribution Service ("Terms and Conditions"), as amended from time to time, which are approved by the Alberta Utilities Commission ("AUC").
3. The Retailer acknowledges that it has been offered a copy of ATCO Electric's Terms and Conditions, has reviewed and understands these Terms and Conditions and agrees to be bound by them, and any amendments thereto, in all transactions with ATCO Electric or its Customers.
4. No person, whether an employee or agent of ATCO Electric or otherwise, can agree to change, alter, vary or waive any provision of the Terms and Conditions without the express approval of the AUC.
5. The Retailer acknowledges that it has been offered a copy of ATCO Electric's Retailer Guide and is aware of the policies and business practices of the Company detailed therein.

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



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

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

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

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

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

The Retailer's address for notice is:

Retailer Name
Retailer Address

The Corporation's address for notice is:

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

Attention:
Email:

Attention: Customer Care and Billing
Email: RetailerServices@atcoelectric.com

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

[RETAILER NAME]

ATCO Electric Ltd.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____



Page: 52
Effective: 2023-01-01
Supersedes: 2020-08-01

APPENDIX “A”

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

APPENDIX “A” to the Retail Service Agreement between <RETAILER NAME>, <RETAILER BUSINESS NUMBER>, and **ATCO Electric**.

RETAILER IDENTIFICATION NUMBERS

The following Retailer Identification numbers have been assigned by the ISO to the Retailer noted above as of the effective date noted herein:

- (1)
- (2)
- (3)

The Retailer must notify the Company as promptly as reasonably practical of any additions or changes to the Retailer Identification Numbers. This Appendix “A” supercedes the Appendix “A” made the (day) of (month), (year).

[RETAILER NAME]

ATCO Electric Ltd..

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

SCHEDULE B – DISCONNECT CUSTOMER SITE

In accordance with Section 105(1)(k) of the Act a Retailer shall have the right to request that the Company disconnect service to a particular Customer, and the Company shall comply with that request. The Company's policy (as approved in these Terms and Conditions) with respect to disconnecting Customers is set out below.

1. Where a Retailer requests the Company to disconnect a Customer for non-payment, the Retailer shall provide to the Company updated Customer Information, the payment amount the Retailer can accept in the event the Customer provides ability of payment, and a direct phone number to the Retailer's collection department for circumstances when the Customer is required to contact the Retailer immediately to resolve payment issues. The Company will not assume any billing or collection obligations or responsibilities for or on behalf of the Retailer.
2. Unless otherwise directed by the Retailer, the Company:
 - (a) will schedule a disconnect between 8 AM and 5 PM;
 - (b) will not disconnect on Friday, Saturday, Sunday, a legal holiday, or a day before a legal holiday; and
 - (c) in certain remote areas where travel is difficult, will schedule the disconnect on one day of the month.
3. In accordance with the *Distribution Tariff Regulation*, A.R. 162/2003, as may be amended from time to time, the Company will not disconnect a residential or farm premise between October 15 to April 15, or between April 16 to October 14 when the overnight temperature is forecast to drop below zero (0) degree Celsius in the 24-hour period immediately following the proposed disconnection within the ATCO Electric service area. Any disconnection requests received from a Retailer during this period will be treated as a failed disconnect attempt and administered under the Schedule of Supplementary Service Charges.
4. The Company may not disconnect a premise if it houses elderly people or contains medical equipment.

-
5. The Company will not disconnect a premise if the community at large or the occupant is under bereavement.
 6. A request to disconnect a Customer located in an REA or First Nation area may be reviewed and discussed with the applicable REA Board, Band Council, or Metis Settlement Council before the disconnect is undertaken.
 7. The Retailer shall provide the Company and Customer with a written notice at least ten (10) Business Days in advance of the proposed disconnect.
 8. The Company will not disconnect if the Customer produces a receipt showing it has paid the most current bill, or amount specified in part 1 of this Agreement, of the Retailer.
 9. The Retailer shall remain responsible for Electricity Services to the Customer until a replacement Retailer is appointed and in place for the Customer or until that Customer is disconnected, whichever is earlier.
 10. The Company will provide to a previous Retailer of Record at the Site the right to request a disconnect for a period of 8 months since it last provided Electric Distribution Service at the Site.
 11. The Company may upon visiting the Site delay the disconnection until the Company is satisfied that all conditions for disconnection are met. These may include, but are not limited to:
 - (a) Customer Information does not match Customer Information provided by the Retailer;
 - (b) Customer has payment in hand at the Site and is prepared to meet the payment conditions set by the Retailer.
 - (c) Immediate danger may exist to the occupants or the Company's representative.