

APPENDIX 3

2010 INTERIM DISTRIBUTION TARIFF

**TERMS AND CONDITIONS
FOR
DISTRIBUTION CONNECTION SERVICES**

EFFECTIVE JANUARY 1, 2010

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ARTICLE 1 - INTRODUCTION TO TERMS AND CONDITIONS

These Terms and Conditions, as approved by the Alberta Utilities Commission (the “Commission”), form part of the Distribution Tariff of EPCOR Distribution & Transmission Inc. (“EDTI”) and are established pursuant to section 102 of the *Electric Utilities Act 2003*, c. E-5.1. The Distribution Tariff is available for public inspection during normal business hours at the business offices of EDTI and can be accessed on EDTI’s web site at:

<http://www.epcor.ca/Customers/Commercial+and+Industrial/Account/DT+Access+Tariffs/default.htm>

These Terms and Conditions apply to EDTI and its relationship with Customers including Load Customers and Distributed Generating Customers. All Customers by virtue of their relationship with EDTI are deemed to have accepted these Terms and Conditions.

The service provided by EDTI hereunder is regulated by the Commission and parties having any inquiries or complaints regarding these Terms and Conditions may direct such inquiries or complaints directly to EDTI or to the Commission.

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 Commission. Whenever the Commission approves an amendment to these Terms and Conditions, such amendment, including its effective date, will be posted on EDTI’s website at:

<http://www.epcor.ca/Customers/Commercial+and+Industrial/Account/DT+Access+Tariffs/default.htm>

ARTICLE 2 - DEFINITIONS AND INTERPRETATION

2.1 Definitions

The following words and phrases, whenever used in these Terms and Conditions or in an application, contract or agreement for service under these Terms and Conditions, shall have the meanings set forth below:

“**Act**” means the *Electric Utilities Act*, S.A. 2003, c. E-5.1, as re-enacted, amended or replaced from time to time;

“**Available EDTI Investment**” means the maximum investment that EDTI will make to extend service to a Customer as set forth in Schedule A;

“**Board**” or “**EUB**” means the Alberta Energy and Utilities Board established under the *Alberta Energy and Utilities Board Act*, R.S.A., 2000, c. A-17, as re-enacted, amended or replaced from time to time;

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“**Business Day**” means any day other than Saturday, Sunday or a holiday as defined in the *Interpretation Act*, R.S.A. 2000, c. I-8, as re-enacted, amended or replaced from time to time;

“**Civil Work**” includes the completion, installation, repair or replacement of ductwork, trenching, ground disturbance, transformer and switching cubicle and pedestal bases, guard rails, manholes, vaults, landscaping and intermediate poles for low voltage service wire (1000 volt or less) on the Customer’s property;

“**Commission**” or “**AUC**” means the Alberta Utilities Commission, formerly the Alberta Energy and Utilities Board, established under the *Alberta Utilities Commission Act*, R.S.A., 2007, c. A-37.2, as re-enacted, amended or replaced from time to time;

“**Commitment Agreement**” means the written agreement that may be required at EDTI’s sole discretion between a Customer and EDTI whereby the Customer both authorizes the design and construction of new or expanded Facilities and agrees to pay all cancellation costs if the project is cancelled or if the Customer fails to sign an Electric Service Agreement prior to the energization of the new or expanded Facilities;

“**Connected Load**” means the sum of the capacities or ratings of the electric energy consuming apparatus connected or to be connected to EDTI’s electric distribution system;

“**Contract Term**” means the period of time during which the Customer continues to take service under these Terms and Conditions until service is no longer required;

“**Contracted Minimum Demand**” means the minimum Demand in kW or kVA specified in the Electric Service Agreement and is calculated as 80% of the Forecast Peak Demand;

“**Customer**” includes a Load Customer and a Distributed Generation Customer;

“**Customer Contribution**” means the sum of the Distribution Contribution and the Transmission Contribution that the Customer shall pay to EDTI to install the Facilities necessary to provide a Service Connection to the Customer.

“**Customer Usage Information**” means information regarding the historical electricity consumption of a Customer;

“**Default Supplier**” means a Retailer appointed by EDTI pursuant to section 3 of the RRR Regulation;

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“**Demand**” means the maximum rate at which Energy is delivered (expressed in kW, kVA or other suitable unit) at a given instant or averaged over any designated period of time;

“**Distributed Generation**” means a generating unit that is interconnected with EDTI’s electric distribution system.

“**Distributed Generation Customer**” means a person with on-site generating equipment that is interconnected with EDTI’s electric distribution system;

“**Distribution Access Service**” has the meaning given to it in the Act;

“**Distribution Extension Costs**” means the estimated costs of materials, labour, expenses, allocated overhead, and any other costs incurred by EDTI in extending service to a particular Customer, related to distribution voltages of 25 kV and lower;

“**Distribution Contribution**” means the Distribution Capital Costs incurred in extending service to a Customer less the applicable level of any Available EDTI Investment specified in Schedule A for the service;

“**Distribution Interconnection Agreement**” means an agreement entered into between EDTI and a Distributed Generation Customer that sets out the provision and obligations of the parties with respect to the interconnection and is required when any Distributed Generation Customer interconnects to EDTI’s electric distribution system;

“**Distribution Tariff**” means a distribution tariff prepared by EDTI and approved by the Commission in accordance with section 102 of the Act, which consists of the Rate Schedules, these Terms and Conditions, the Terms and Conditions for Distribution Connection Services and the Distribution Tariff Policies;

“**Distribution Tariff Policies**” means the part of EDTI’s Distribution Tariff that sets out the policies applied by EDTI in implementing the Rate Schedules, these Terms and Conditions and the Terms and Conditions for Distribution Connection Services;

“**Distribution Tariff Services**” means all services provided by EDTI under the Distribution Tariff;

“**Dwelling**” means a private residence 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;

“**EDTI**” or “**EPCOR Distribution & Transmission**” means EPCOR Distribution & Transmission Inc., and for certainty includes its predecessor in interest by amalgamation EPCOR Distribution Inc.;

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“**EDTI Transmission Costs**” has the meaning given to it in Section 7.3.1;

“**Electric Service Agreement**” means an agreement between EDTI and a Customer for the provision of Distribution Access Service in relation to a Service Connection;

“**Electricity Services**” means the services associated with the provision of electricity to Customers, including the exchange of Energy, making financial arrangements to manage financial risk associated with the pool price, Distribution Access Service, system access service, ancillary services, billing, metering, performing load settlement and any other services specified in regulations made under the Act;

“**Energy**” means electric energy (expressed in kilowatt hours);

“**Forecast Peak Demand**” means the expected maximum capacity requirement at a Point of Service which is used to determine the potential level of Available EDTI Investment and the Contracted Minimum Demand;

“**Facilities**” means physical plant (including, without limitation, distribution lines, transformers, meters, equipment, machinery and other electrical apparatus) on EDTI’s side of the Point of Service interconnection excluding transmission facilities;

“**Fee Schedule**” means the fees and charges set forth in Table 2 of Schedule A - DAT Rate and Fee Schedule to EDTI’s Distribution Tariff;

“**Force Majeure**” means circumstances not reasonably within the control of EDTI, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, the 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 cause, whether of the kind herein enumerated or otherwise, provided that the lack of funds shall not constitute a circumstance not reasonably within the control of EDTI;

“**Incremental Interconnection Costs**” means the costs of materials, labour, expenses and any other direct costs incurred by EDTI to allow a Distributed Generation Customer to make use of EDTI’s electric distribution system.

“**Independent System Operator**” or “**ISO**” means the corporation established by section 7 of the Act;

“**In-service Date**” means the date on which the Customer specifies service is to be available or the date the service is actually available, whichever is later;

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“**Interconnected Electric System**” means all transmission facilities and electric distribution systems in Alberta that are interconnected;

“**Interconnection Facilities**” for Distributed Generation Customers means all incremental distribution Facilities required to interconnect the circuits of the Distributed Generation Customer’s generating facilities to EDTI’s Facilities and all modifications to EDTI’s distribution Facilities required for interconnection which may include, without limitation, poles, lines, substations, service leads and protective and metering equipment;

“**kVA**” means kilovolt-ampere or kilovolt-amperes;

“**kW**” means kilowatt or kilowatts;

“**kWh**” means kilowatt hour or kilowatt hours;

“**Load**” means the Demand and Energy delivered to or required at any Point of Service;

“**Load Customer**” means a person that is interconnected to EDTI’s electric distribution system for the purpose of purchasing electricity for the person’s own use;

“**Load Settlement**” means “load settlement” as defined in the Act.

“**Local Access Fee**” means the surcharge imposed by the City of Edmonton that is applicable to a Site and not subject to approval by the Commission;

“**Minimum Charge**” means the higher of the rate minimum and the rate applied to the Contracted Minimum Demand;

“**Multiple Dwelling**” means a building containing more than one dwelling which shares all or part of a Service Connection;

“**Point of Delivery**”, or “**POD**” means the point at which electrical energy is transferred from a transmission facility owner’s Transmission Facility to a distribution system and where the electric energy so transferred is measured;

“**Point of Service**” means the electrical connection point at which EDTI’s service conductors are connected to the conductors or apparatus of a Customer, which point is more particularly described in EDTI’s Customer Connection Guide, as amended from time to time;

“**Power Factor**” means the ratio of the highest metered Demand measured in kW in a fifteen (15) minute interval to the highest metered Demand measured in kVA in that same interval;

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“**Power Pool**” means the scheme operated by the ISO under the Act for the exchange of Energy and financial settlement for the exchange of Energy;

“**Rate Schedules**” means the schedules of EDTI’s Distribution Tariff that set out charges;

“**RDS Regulation**” means the *Regulated Default Supply Regulation*, A.R. 168/2003, as amended from time to time;

“**RRR Regulation**” means the *Roles, Relationships and Responsibilities Regulation*, A.R. 169/2003, as amended from time to time;

“**Regulated Rate Tariff**” means a regulated rate tariff for the provision of Electricity Services to eligible customers prepared by EDTI, or a person with whom EDTI makes arrangements to do so, pursuant to section 102 of the Act;

“**Retail Electricity Services**” means Electricity Services provided directly to a Customer other than Electricity Services provided to eligible customers under a Regulated Rate Tariff;

“**Retailer**” means a person who sells or provides Retail Electricity Services directly to Customers and who is entitled to enroll Customers for Distribution Access Service under EDTI’s Terms and Conditions for Distribution Access Service, and includes a Default Supplier, the person with whom EDTI has made arrangements to provide the Regulated Rate Tariff to eligible Customers, and Self-Retailers;

“**Retailer of Record**” means the Retailer who is listed in EDTI’s records through the procedures outlined in its Terms and Conditions for Distribution Access Service, and thereby recognized by EDTI and the Settlement System Code, as a particular Customer’s Retailer for a Point of Service at a particular time;

“**Self-Retailer**” means a person carrying out Retailer functions to obtain Electricity Services solely for its own use;

“**Service Connection**” means the Facilities required to physically connect the Customer’s facilities to EDTI’s electric distribution system to permit the Customer to obtain Distribution Access Service;

“**Settlement System Code**” means the rules respecting Load Settlement established by the Independent System Operator pursuant to the Act;

“**Site**” means a unique end-use Point of Service, being the finest level at which settlement recognizes retailer assignments, and receives consumption data;

“**System Access Service**” has the meaning given to it in the Act;

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“Transmission Contribution” means the EDTI Transmission Costs that are applicable to a particular Customer.

“Transmission Direct-Connect Customer” means a Customer at a Site that has an interval meter and receives electricity directly from the Transmission System;

“Transmission System” means all transmission facilities as defined in the Act that are part of the Interconnected Electric System;

"Underground Residential Distribution Site" or "URD Site" means a single family residential Site that is provided with Distribution Access Service by way of a Service Connection that lies within an area serviced by way of underground residential distribution Facilities.

2.2 Conflicts

If there is any conflict between a provision expressly set out in an order of the Commission and these Terms and Conditions, the order of the Commission shall govern.

If there is any conflict between a provision in these Terms and Conditions, as may be amended from time to time, and a provision in an Electric Service Agreement or any other existing or future agreement between EDTI and a Customer relating to a Service Connection or other interconnection to EDTI’s electric distribution system or Distribution Tariff Services, the provision in these Terms and Conditions shall govern.

2.3 Extended Meanings

In these Terms and Conditions, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutral genders and vice versa. Word importing a person shall include person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity).

2.4 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.

2.5 Schedules

The following schedule is attached to and forms part of these Terms and Conditions:

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Schedule A - Available EDTI Investment

Schedule B – Electric Service Agreement

Schedule C – Agreement for Distribution Connection Services

ARTICLE 3 - GENERAL PROVISIONS

3.1 Commission Approval

These Terms and Conditions have been approved by the Commission. EDTI may amend these Terms and Conditions by filing a notice of amendment with the Commission. Included in the notice to the Commission shall be notification of which Customer groups are affected by the amendment and an explanation of how affected Customers will be notified of the amendments. Within 60 days after such notice is filed, the Commission will either acknowledge the notice of the amendment to the Terms and Conditions or direct a further process to deal with the requested change as the Commission deems appropriate. If the Commission acknowledges notice of the amendment, the amendment will take effect upon the date of such acknowledgement.

3.2 Customer Guides

EDTI has developed the Customer Connection Guide, Application Guide to Power Producers and Technical Guideline For Interconnection of Generators to the Distribution System (“Guides”) to set out for Customers understand the normal requirements of EDTI in relation to interconnections to EDTI’s electric distribution system including requirements intended to ensure the safety of its employees and the safety and reliability of its electric distribution system. EDTI will amend the Guides, from time to time, to reflect changes to the electric utility industry, changes in EDTI’s requirements or the changing needs of EDTI’s Customers. A copy of the Guides, and amendments to the Guides, will be filed with the Commission for information purposes. While EDTI will endeavour to follow practices in the Guides, these practices will not appropriately cover every situation that may arise and it may be necessary to deviate from the Guides. A copy of the Guides can be accessed on EDTI’s website at:

<http://www.epcor.ca/customers/developers+and+contractors/ccg.htm>

<http://www.epcor.ca/customers/power+producers/technicalguidelinesforgeneratorinterconnection.htm>

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3.3 Fees and Other Charges

EDTI will provide all standard services hereunder pursuant to the Distribution Tariff. All additional, supplementary or extra non-discretionary services provided by EDTI to a Customer will be charged a separate rate or fee such as those included, without limitation, in the Fee Schedule.

3.4 Billing Customers

EDTI may bill the Customers directly for Customer Contributions, meter tests and other services covered in these Terms and Conditions. A late payment charge of 2.0% per month (26.82% per annum) is applied if the Customer's payment has not been received by EDTI before one month from the date the bill was issued. The Customer is charged a dishonoured cheque charge for each cheque returned for insufficient funds as set forth in the Fee Schedule.

ARTICLE 4 - APPLICATION FOR SERVICE CONNECTION

4.1 Information Requirements

To enable EDTI to provide the requested service, applicants for service shall supply information regarding the location of the premises to be served, the Customer's Connected Load and preferred supply conditions and the manner in which the Service Connection will be utilized, credit information or reference and any other information that may be required by EDTI. The Customer shall refer to EDTI's Customer Connection Guide for customary information requirements.

Upon receipt of the required information, EDTI will advise the applicant of the type and character of the Service Connection it will furnish to the Load Customer, and any special conditions that must be satisfied.

4.2 Application

EDTI reserves the right to verify the identity of the Customer and the accuracy of the information provided and to require the Customer to sign an application in writing on forms provided by EDTI.

For commercial and industrial Customers, written acceptance specifying the Customer has agreed to these Terms and Conditions must be received by EDTI before construction of the service will proceed.

A Customer may be required to sign a Commitment Agreement before construction of the Service Connection will proceed.

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A Retailer or any other person acting as an agent of a Customer may apply for a Service Connection on behalf of the Customer. The Retailer or agent must provide EDTI, in a form acceptable to EDTI, verifiable authorization from the Customer to make the application.

4.3 Rejection of Application

EDTI may, without limitation, reject any applicant's request for a Service Connection when:

- (a) the Customer does not have currently in force all authorizations that may be required for the installation of the Service Connection in accordance with Section 4.5; or
- (b) EDTI determines that the form of the Electric Service Agreement is not appropriate for the Service Connection due to its unique nature and the Customer refuses to enter into an alternate form of agreement acceptable to EDTI; or
- (c) any representation made by the applicant or the Customer to EDTI for the purpose of obtaining a Service Connection is, in EDTI's opinion, fraudulent, untruthful or misleading; or
- (d) the Customer has not, when requested by EDTI to do so, provided a signed written application for a Service Connection, Electric Service Agreement or Commitment Agreement; or
- (e) the type of Service Connection applied for is not available or not normally provided by EDTI in the locality where the Service Connection is requested; or
- (f) the requirements of the Customer Connection Guide have not been met; or
- (g) the proposed Connected Load, in EDTI's opinion, have unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of EDTI's personnel or EDTI's Facilities.

4.4 Customer Contracts

4.4.1 Electric Service Agreement

The following Customers must sign an Electric Service Agreement in respect of a Service Connection substantially in the form of the Electric Service Agreement attached as Schedule B:

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- (a) a Customer at a new site having a transformer capacity of 2,500 kVA or higher, and
- (b) a Customer that requests modifications to its Service Connection at an existing site, where the transformer at the site will have a capacity of 2,500 kVA or greater after the modifications have been completed.

The following Customers must sign an Electric Service Agreement in respect of a Service Connection substantially in the form of the Electric Service Agreement attached as Schedule C:

- (a) a Customer at a new site having a Forecast Peak Demand of 150 kVA up to 2,499 kVA, and
- (b) a Customer that requests modifications to its Service Connection at an existing site, where the Forecast Peak Demand at the site will have a capacity of 150 kVA up to 2,499 kVA after the modifications have been completed.

Other Customers connected or connecting to EDTI's electric distribution system may be required by EDTI to sign an Electric Service Agreement in respect of a Service Connection. Customers with a Forecast Peak Demand of less than 150 kVA generally are not required to sign an Electric Service Agreement. The Electric Service Agreement shall be signed by the Customer and not by a Retailer or any other person acting as an agent of the Customer.

The initial term of the Customer's Electric Service Agreement shall be effective on the date service is first made available to the Point of Service.

If the Customer continues to take service beyond the initial term, the Electric Service Agreement remains in effect until terminated by either party in accordance with Article 13.

4.4.2 Commitment Agreement

EDTI, in its sole discretion, may require a Customer to sign a Commitment Agreement, to be in effect until an Electric Service Agreement is executed or the request for a Service Connection has been cancelled.

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4.4.3 Transfer of Contractual Obligations

All services, whether or not they require EDTI assignment consent, that are properly transferred to an affiliate or successor taking over the operation of an existing facility shall be subject to the terms of the previous Customer's Electric Service Agreements and billing and Demand history. Any change in service requirements as a result of such transfer shall be made in accordance with these Terms and Conditions. The existing contractual arrangements will remain in place until any new agreements have been approved and accepted by both parties.

4.5 Authorizations

The Customer for a Service Connection shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Service Connection. EDTI shall not be required to commence or continue installation or operation of a Service Connection unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of EDTI's requirements applicable to the installation and operation of the Service Connection. EDTI reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by applicants and Customers.

4.6 Temporary Service

Where EDTI reasonably believes that a requested service will be temporary, it may require the Customer requesting the service to pay EDTI in advance of a Service Connection, the estimated cost of Facilities plus the estimated cost of installation and removal of Facilities necessary for the desired service, less the value of the salvaged material.

4.7 Information and Requirements for Service

4.7.1 Service Connection Information

Upon request, EDTI shall provide to the Customer information on the method and manner of making Service Connections. Such information may include a copy of EDTI's Customer Connection Guide, a description of the Service Connection available, location of entrance Facilities, Point of Service and metering equipment, and Customer and EDTI responsibilities for installation of facilities.

4.7.2 Customer Usage Information

EDTI shall provide standard Customer Usage Information to an agent or consultant, acting on behalf of a Customer, upon request and only after receiving

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written consent to such disclosure from the Customer, for the 12-month period preceding the date of the request or for such shorter period for which EDTI has collected that information.

Prior to requesting EDTI to release Customer Usage Information, the agent or consultant shall be responsible for obtaining and providing to EDTI the written authorization from the Customer referred to above in a form satisfactory to EDTI.

Customer Usage Information will be provided by EDTI at no cost.

4.8 Connection Fee

The Standard Connection Fee set out in the Fee Schedule will be charged to the Customer at the time of construction.

4.9 Construction Loads in Underground Residential Distribution Areas

This section applies to URD Sites.

Where the electricity provided to a URD Site is to be used for construction purposes, the Customer will limit electricity consumption at the Site to a maximum continuous load of not greater than 30 Amps.

Where continuous electricity consumption (such as electric heater loads used during construction) of greater than 30 Amps will be required at the URD Site, the Customer must notify EDTI and apply for the installation of a temporary Service Connection that is capable of handling the higher load. The Customer requesting the temporary Service Connection will pay EDTI the cost of any required Facilities plus the cost of installation and removal of such Facilities necessary for the temporary Service Connection, less the value of the salvaged material. EDTI, at its sole discretion, may require the Customer to pay these costs in advance of the installation of the temporary Service Connection, in which case the costs will be based on estimates prepared by EDTI.

Should an outage occur on a Service Connection for a URD Site where electricity is being used for construction purposes and EDTI determines at its sole discretion that the outage was caused by a maximum continuous load of greater than 30 Amps at the URD Site, then the Customer responsible for the Site will be required to pay the URD Site Construction Overload Outage Response Fee set out in the Fee Schedule. EDTI will only fully re-energize the Service Connection if the Customer at the URD Site confirms to EDTI's satisfaction that the consumption at the Site will be reduced to a maximum continuous consumption of no greater than 30 Amps. If the Customer fails to do so, or if

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EDTI is unable through reasonable efforts to contact the Customer, then EDTI will only re-connect and re-energize the Service Connection at 120 V.

If two or more outages occur at a URD Site where electricity is being used for construction purposes and EDTI determines at its sole discretion that the outages were caused by a maximum continuous load of greater than 30 Amps at the URD Site, then in addition to the other steps that EDTI may take under this Section, EDTI may, at its sole discretion, take any one or more of the actions described in Section 12.2.

ARTICLE 5 - SERVICE REQUIREMENTS AND FACILITIES

5.1 Scheduling for Service Connection

After the Customer has complied with EDTI's application requirements and has been accepted for service by EDTI and complied with the requirements of Section 4.5 and all other local construction, safety standards or regulations, EDTI shall schedule that Customer for Service Connection.

5.2 Protection of EDTI's Equipment

5.2.1 Interference with EDTI Facilities

The Customer 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 EDTI's Facilities or result in non-compliance with applicable statutes, regulations, standards or codes.

5.2.2 Protection of Installed Facilities

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

5.2.3 Power Factor

A Customer shall design, install and operate its facilities in such a manner as to maintain a Power Factor of not less than 90%. EDTI may require any Customer not satisfying this Power Factor requirement to furnish, install, and maintain, or

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EDTI may install at the Customer's cost, such remedial or corrective equipment as EDTI may deem necessary under the circumstances.

5.2.4 Compliance with Requirements and Use of Service Connection

The Customer shall ensure that its facilities comply with the applicable requirements of the *Canadian Electrical Code* and with any other technical guidelines that may be issued from time to time by EDTI. The Customer shall not use its Service Connection or Distribution Tariff Services in a manner so as to cause interference with any other Customer's use of a Service Connection or Distribution Tariff Services such as abnormal voltage levels, frequency levels and harmonic levels. At EDTI's request, the Customer shall take whatever action is required to correct the interference or disturbance at the Customer's expense.

5.2.5 Operation of Generator Facilities

Notwithstanding the provisions in Article 9, the Customer shall not, without the written consent of EDTI, use its own generator facilities in parallel operation with EDTI's electric distribution system.

5.3 Relocation of Facilities

The Customer shall pay all costs of relocating EDTI's Facilities at the Customer's request, for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer. If requested by EDTI, the Customer shall pay the estimated cost of the relocation in advance.

5.4 Extensions

A Customer shall not extend or permit the extension of facilities connected to EDTI's distribution system beyond property owned or occupied by that Customer for any Point of Service.

ARTICLE 6 - RIGHTS OF WAY AND ACCESS TO FACILITIES

6.1 Easements

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

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6.2 Right of Entry

EDTI'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 EDTI's Facilities and for any other purpose incidental to the provision of a Service Connection and the Customer shall not prevent or hinder EDTI's entry. EDTI will endeavour to provide reasonable notice to the Customer when it requires entry to the Customer's property. EDTI may charge a no access fee as set forth in the Fee Schedule any time EDTI's entry is prevented or hindered. EDTI's applicable Distribution Tariff Policies will apply where EDTI's access to the meter is prevented or hindered.

6.3 Vegetation Management

In all agreements between the Customer and EDTI regarding the management of vegetation where EDTI owns the Facilities, the Customer is required to give EDTI permission to manage and remove vegetation on the property owned or controlled by the Customer and the right to maintain proper clearances in accordance with the Alberta Electrical and Communications Utility Code. EDTI will make reasonable effort to notify the Customer before such work is performed.

In all agreements between the Customer and EDTI regarding the management of vegetation where the Customer owns the electrical distribution, 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 EDTI's Facilities. At the request of the Customer and if necessary, EDTI will make reasonable efforts to de-energize the Customer's Service Connection at no cost to the Customer to allow Customer to manage vegetation as required by this section. EDTI may, at the Customer's expense, perform the work that EDTI determines is reasonably required to maintain the integrity of EDTI's electric distribution system. EDTI shall make reasonable efforts to notify the Customer before such work is performed

ARTICLE 7 - DISTRIBUTION AND TRANSMISSION EXTENSION

7.1 General Requirements

7.1.1 EDTI Investment

The investment available from EDTI in relation to the extension of service to a Customer is set out in Schedule A and will apply to the types of services specified in Schedule A. The Forecast Peak Demand will be used for establishing the investment available and the Contracted Minimum Demand.

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7.1.2 Estimated Cost

Upon an applicant's request for a Service Connection, EDTI shall prepare a proposal outlining the estimated cost of the Service Connection and Customer Contribution to be paid by the applicant.

7.1.3 Agreement in Writing

All agreements requiring payment by the Customer or investment by EDTI shall be in writing and signed by each party.

7.1.4 Application

The provisions of this Article 7 apply to those Customers who, in EDTI's judgement, will have a permanent Service Connection with EDTI. Customers for temporary service shall be governed by Section 4.6 concerning temporary service applications.

7.1.5 Changes

The payment, if any, required by Section 7.1.2 is based on EDTI's assumptions respecting the method of construction and the routing of the Facilities required to serve the Customer in accordance with the Customer's request for a Service Connection. If the assumed method of construction or routing of Facilities is changed for reasons beyond EDTI's reasonable control as a result of which EDTI would incur costs in excess of those estimated on the basis of such assumptions, then the Customer shall pay to EDTI the amount by which the cost of such changed method of construction and/or routing of Facilities is estimated by EDTI to exceed such costs as originally estimated. EDTI will outline the estimated costs and the Customer shall make payment to EDTI as set out in the Customer's proposal as so revised, provided that in such case the Customer shall have the right to cancel its Electric Service Agreement by paying to EDTI all costs then incurred by EDTI in respect of the Service Connection requested.

7.2 Determination of Distribution Extension Costs and Distribution Contributions

7.2.1 Distribution Extension Costs

The Distribution Extension Costs incurred by EDTI in extending service to a Customer may consist of the following:

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- (a) the local Facilities required to extend service for the sole purpose of an individual Customer;
- (b) where a new extension will serve a number of new Customers, an amount that represents a share of the total capital cost of the shared extension as follows:

$$\frac{(\text{Customer's Forecast Peak Demand}) \times (\text{Distribution Extension Costs})}{(\text{Total expected demand served by extension})}$$

- (c) if the Customer extension requires an upgrade to EDTI's Facilities, the upgrade costs incurred by EDTI may form part of the Customer's extension cost; and
- (d) if a Customer or a well defined group of Customers request EDTI to advance the upgrade of existing Facilities, the costs of the upgrade including but not limited to, incremental higher costs associated with construction in a season other than what would be normally be done, carrying costs, and higher construction costs associated with additional mobilization and demobilization from advancing the construction of Facilities, may be classified as customer-related.

7.2.2 Customer Distribution Contribution

If the total Distribution Extension Costs are less than the investment available from EDTI as specified in the Fee Schedule for the service, the Customer will not be required to make any contribution. In all other cases, the Customer will be required to pay a Distribution Contribution and an agreement for payment of the Distribution Contribution must be made between the Customer and EDTI before any work on the extension is commenced.

Under no circumstances will the level of Available EDTI Investment exceed the Distribution Extension Costs.

7.3 Determination of EDTI Transmission Costs and Transmission Contributions

7.3.1 EDTI Transmission Costs

EDTI may incur transmission costs ("EDTI Transmission Costs") as a result of entering into contracts for provision of System Access Service in support of Customers' electricity supply requirements. EDTI Transmission Costs include but are not limited to contributions and application fees made by EDTI in respect of a Point of Delivery providing System Access Service to a Customer. The EDTI Transmission Costs incurred by EDTI in extending service to a single Customer

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served from one Point of Delivery, the Customer's Transmission Contribution will be equal to the total EDTI Transmission Costs incurred by EDTI.

7.3.2 Customer Transmission Contribution

If a Transmission Contribution is applicable to a Customer, then an agreement for payment of the Transmission Contribution must be made between the Customer and EDTI before any work on the extension is commenced.

7.4 Changes in Point of Delivery Demand

EDTI reserves the right to pass through to the Customer any costs from the ISO incurred by it as a direct result of:

- (a) EDTI being required to establish a new POD contract, or increase to the contract demand in an existing POD contract, or
- (b) a change in the Customer's service requirements resulting in costs that EDTI would not otherwise recover, or
- (c) the Customer terminating service as provided Section 13.2.

7.5 Refunds of Contributions

When a Customer provides a Distribution Contribution under section 7.2 to obtain service at Point of Service, EDTI may refund a portion of the contribution if the events referred to in this Section occur during the initial term of the Customer's Electric Service Agreement.

7.5.1 Change in Contracted Minimum Demand

A Customer at an existing Point of Service may receive a refund where an Electric Service Agreement with an increased Contracted Minimum Demand is executed as described in the section "Changes to Service Requirements".

7.5.2 Cost Sharing

If a new Customer shares the costs of an existing extension, a Customer may receive a refund based on the proportion of the costs of the shared extension that are used by the new loads relative to the total load supplied by the shared extension. Refunds, in whole or in part, are made without interest to the current Customer at the Point of Service.

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No refund in relation to a Distribution Contribution shall be payable unless an event referred to in this Section occurs during the initial term of the Electric Service Agreement.

Customer Transmission Contributions may be refunded to a Customer in whole or in part, if EDTI receives a refund of EDTI Transmission Costs which can be attributed to the Customer.

7.6 Delay in Taking Service

In circumstances where EDTI will install Facilities to serve a subdivision or a multiple dwelling residence, and it is determined that service will not be taken within twelve (12) months of the In-service Date, the Customer shall pay for the entire cost of the new extension. For each Point of Service in the subdivision or multiple dwelling residence that is energized within five (5) years of the In-service Date, EDTI will refund the payment for each Point of Service based on any applicable Available EDTI Investment level specified in Schedule A. Otherwise, EDTI shall be entitled to retain such payment as compensation for its costs incurred.

7.7 Conversion from Overhead to Underground Service

A Customer may request that existing EDTI Facilities be converted from overhead to underground service. The Customer, or any other person who is acting on behalf of a Customer and who provides EDTI with verifiable authorization from the Customer, will be charged for all costs incurred by EDTI in connection with the conversion, including, without limitation, the following:

- (a) the present value of future revenue streams associated with the existing Facilities which are 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 investment that may be available from EDTI as specified in Schedule A.

ARTICLE 8 - SERVICE CONNECTION

8.1 Customer Responsibility

8.1.1 Facilities and Service Connection

The Customer shall be responsible for the installation and condition of all facilities on the Customer's side of the Point of Service including all Civil Work

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in relation to the Service Connection. The Customer shall be responsible for any destruction of or damage to EDTI's Facilities where the destruction or damage is caused by a negligent act or omission or wilful misconduct of the Customer, its directors, officers, agents, employees and representatives or anyone permitted by the Customer to be on the premises.

The Customer shall comply with all applicable requirements of EDTI in relation to its Service Connection and interconnection with EDTI's electric distribution system, including EDTI's Customer Connection Guide, as amended from time to time.

The Customer assumes full responsibility for the proper use of the Service Connection or the service provided by EDTI and for the condition, suitability and safety of any and all wires, cables, devices or equipment energized on the Customer's premises or on premises owned or controlled by the Customer that are not the Customer's property.

8.1.2 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 Tariff Services. The Customer shall provide and install any such devices.

8.1.3 Service Calls

EDTI may require a Customer to pay the actual costs of a requested service call if the source of the problem is the Customer's facilities.

8.1.4 Standards for Connection

The Customer's installation shall conform to the requirements of EDTI's Customer Connection Guide, as amended from time to time and/or such further requirements as EDTI may establish from time to time. Copies of such guidelines are available on request and from EDTI's website.

8.1.5 Interference with EDTI's Property

No one other than an employee or authorized agent of EDTI shall be permitted to remove, operate, or maintain meters, electric equipment and other EDTI Facilities. 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 EDTI. The Customer shall be responsible for all damage to or loss of such property unless occasioned by circumstances as determined in

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EDTI's sole discretion to have been beyond the Customer's control, such as "Acts of God" and other similar circumstances. Such Facilities shall be installed at points most convenient for EDTI's access and service and in conformance with applicable laws and regulations in force from time to time.

8.2 Unauthorized Use

Where EDTI determines that there has been unauthorized use of the Service Connection or Distribution Tariff Services including, but not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of energy whereby EDTI is denied full compensation for services provided, EDTI will bill the Customer or its Retailer for EDTI's estimate of such unauthorized use. Nothing in this section shall limit any other rights or remedies that EDTI may have in connection with such unauthorized use.

8.3 New Multiple Dwellings

Each individual unit within a new multiple dwelling will be served as a separate Point of Service, unless EDTI agrees otherwise.

Where EDTI and a Customer have agreed that service to a new multiple dwelling shall be delivered through a single Point of Service, the applicable general service (non-residential) price schedule will apply to the service.

8.4 Mobile Homes

Service shall normally be provided to mobile homes through separate Points of Service, based on the applicable residential price schedule.

Service provided to common use areas (e.g. laundry facilities) in a mobile home park shall be separately metered and billed at the applicable general service price schedule.

In mobile home parks or trailer courts where EDTI reasonably believes homes are temporary, EDTI may elect to provide service only through the Point of Service billed to the mobile home park or trailer court.

8.5 Frequency and Voltage Levels

EDTI will make every reasonable effort to supply energy at 60-Hertz alternating current. The voltage levels and variations will comply with the Canadian Standards Association standards and as specified in the Customer Connection Guide. Some voltage levels set out in the Customer Connection Guide may not be available at all locations served by EDTI.

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8.6 Minimum Charges

The Minimum Charge calculated in accordance with the Rate Schedules will be applicable.

ARTICLE 9 - DISTRIBUTED GENERATION CUSTOMERS

9.1 General

This Article sets out specific terms and conditions related to Distributed Generation Customers that are in addition to any applicable terms and conditions set out in other Articles of these Terms and Conditions.

Distributed Generation Customers have generating facilities that are interconnected to EDTI's electric distribution system and may or may not be exporting Energy to the Interconnected Electric System. Distributed Generation Customers may also have on site load requirements or generator stand-by/supplemental load requirements to which the applicable terms and conditions of these Terms and Conditions will apply.

All Distributed Generation Customers are required to enter into a Distribution Interconnection Agreement with EDTI to establish detailed terms, conditions and provisions with respect to safe and effective operation of the specific interconnection.

9.2 Interconnection

A Distributed Generation Customer or other person acting on behalf of the Distributed Generation Customer must apply in writing for interconnection to EDTI's electric distribution system. The application must include all relevant information concerning site location, facility requirements and requested export levels. Any requested changes to these requirements must be provided in writing to EDTI.

The interconnection of a generator to EDTI's electric distribution system must not create a safety hazard to Customers, the public or operating personnel, nor compromise the reliability, power quality or effective operation of the Interconnected Electric System or any part thereof and shall comply with all applicable legislation, policies, standards, rules or codes of federal, provincial or local regulatory entities, the Power Pool, the ISO or electric distribution or transmission facility owners, as they may change from time to time.

Prior to interconnecting generating facilities to EDTI's electric distribution system, the Distributed Generation Customer shall:

- (a) satisfy all participant and application requirements of the Power Pool (if the generator is producing electricity beyond on-site requirements thereby exporting

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into the Interconnected Electric System and exchanging Energy through the Power Pool);

- (b) comply with all applicable requirements of EDTI including its Technical Guideline for Interconnection of Generators to the Distribution System, as amended from time to time;
- (c) obtain and provide copies of required permits, licences and authorization to EDTI including the Commission's approval and order to connect and acceptance from the local inspection and code enforcement authorities;
- (d) satisfy all requirements of EDTI in relation to the generating facility metering set out in Section 9.3.5 below;
- (e) execute a Distribution Interconnection Agreement with EDTI; and
- (f) execute an agreement with EDTI which will specify technical and operating requirements if it wishes to operate in parallel operation with or as supplementary, auxiliary or stand-by-service to any other source of Energy.

9.3 Distributed Generation Customer Responsibilities

9.3.1 Responsibility for Facilities and use of Service

The Distributed Generation Customer will be responsible for the design, installation, maintenance and condition of all facilities on the Distributed Generation Customer's side of the Point of Service, except metering or other equipment owned by EDTI.

The Distributed Generation Customer shall comply with all applicable requirements of EDTI including its Technical Guideline for Interconnection of Generators to the Distribution System, as amended from time to time.

The Distributed Generation Customer shall be responsible for any destruction of or damage to EDTI's Facilities where the destruction or damage is caused by a negligent act or omission or wilful misconduct of the Distributed Generation Customer, its directors, officers, agents, employees and representatives or anyone permitted by the Customer to be on the premises.

The Distributed Generation Customer assumes full responsibility for the proper use of the service provided by EDTI and for the condition, suitability and safety of any and all wires, cables, devices or equipment energized on the Distributed Generation Customer's premises or on premises owned or controlled by the

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Distributed Generation Customer that are not the Distributed Generation Customer's property.

9.3.2 Protective Devices

The Distributed Generation Customer shall be responsible for determining whether it needs any devices to protect its equipment from damage that may result from the interconnection to EDTI Facilities. The Distributed Generation Customer shall provide and install any such devices. The Distributed Generation Customer will provide EDTI with the required documentation and settings for such devices. Where EDTI has determined that there are adverse impacts on other Customers or operating processes, EDTI can order modifications to such devices. The Distributed Generation Customer must obtain written approval from EDTI for any modifications to such devices.

The Distributed Generation Customer must use tele-protection signals or other such reliable means to separate the generator from the Interconnected Electric System during islanding conditions. The Distributed Generation Customer shall be responsible for any damages that are caused as a result of failure to safely separate during an islanding situation.

9.3.3 Disconnection for Safety Reasons

In addition to the provisions of Section 15.7, the Interconnection Facilities will include an acceptable visible disconnect switch as a means of isolating the Distributed Generation Customer's generating facilities from EDTI's electric distribution system. EDTI may disconnect a DG Customer's generating facilities from EDTI's electric distribution system without prior notice where in EDTI's opinion:

- (a) the Distributed Generation Customer has violated the terms of the Distribution Interconnection Agreement with EDTI; or
- (b) the Distributed Generation Customer has permitted its facilities to deteriorate and become hazardous; or
- (c) the Distributed Generation Customer facilities fails to comply with applicable standards and requirements of EDTI including those as set out in EDTI's Application Guide to Power Producers or its Technical Guideline for Interconnection of Generators to the Distribution System, as amended from time to time; or

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- (d) the use of the service may cause damage to EDTI's Facilities or interfere with or disturb service to any other Customer.

EDTI will reconnect the service when the safety problem is resolved and when the Distributed Generation Customer has provided, or paid EDTI's costs of providing, such devices or equipment as may be necessary to resolve such safety problems and to prevent damage, interference or disturbance.

9.3.4 Service Calls

EDTI may require a Distributed Generation Customer to pay the actual costs of a requested service call if the source of the problem is the Distributed Generation Customer's facilities.

9.3.5 Metering and Settlement

The Distributed Generation Customer will be responsible for installing bi-directional, four-quadrant metering facilities to measure active energy and reactive energy produced by the generator, and consumption of power, active energy and reactive energy, flowing from the electric distribution system to the Distributed Generation Customer's facilities. The metering facilities shall be in compliance with the standards set by EDTI.

Where export of power to the Interconnected Electric System is not required, the Distributed Generation Customer will be responsible for installing uni-directional, two quadrant metering to separately record active and reactive power.

At the request of EDTI, the Distributed Generation Customer shall install additional metering facilities if EDTI determines that the existing metering facilities are inadequate or not properly configured to measure the full consumption flowing from EDTI's distribution system to the Distributed Generation Customer's facilities. EDTI reserves the right to install additional metering, at the Distributed Generation Customer's cost, as it deems necessary to ensure accurate measurement of consumption from EDTI's distribution system.

The power production information must be provided to EDTI, the ISO and the Power Pool in a format and frequency which is acceptable to these entities. EDTI may use the power production information for internal use.

The Distributed Generation Customer must provide EDTI with consumption information in a form acceptable to EDTI whether or not the Distributed Generation Customer consumes power from EDTI's distribution system.

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Upon receipt of a request by the Distributed Generation Customer, EDTI will install bi-directional, four quadrant metering facilities to measure active and reactive energy as identified in Section 9.3.5(a). EDTI will be responsible to interrogate the meter and perform all settlement transactions with the ISO and the Power Pool. The Distributed Generation Customer will be provided with consumption and power production information for its internal use. The Distributed Generation Customer will be responsible for the costs of providing and installing the metering equipment and ongoing operating costs

Telemetry is required for all generating units in excess of 5MW in capacity, or where EDTI has determined that telemetry is required in order to maintain reliable operation of the distribution system.

9.3.6 Meter Test

EDTI reserves the right to request meter test information from the Distributed Generation Customer.

If metering facilities have been removed for reasons such as, but not limited to, testing or inspection, EDTI may estimate the demand and amount of energy supplied, but not registered, at the Point of Service.

EDTI may, at any reasonable time, read, inspect, remove and test a meter owned or controlled by the Distributed Generation Customer. EDTI shall have the right to enter a Distributed Generation Customer's property for the purpose of reading, inspecting, testing or removing the meter, and the Distributed Generation Customer shall not prevent or hinder EDTI's entry.

9.3.7 Energy or Demand Diversion

If under any circumstance a Distributed Generation Customer prevents a meter from accurately recording the total Demand or Energy supplied from EDTI's distribution system, or the consumption information has been found corrupted, EDTI may disconnect the service, or take other appropriate actions to ensure access to accurate meter data.

EDTI may then estimate the Demand and amount of Energy supplied but not registered at the Point of Service. The Distributed Generation Customer shall pay the cost of the estimated Demand and Energy consumption, plus all costs related to the investigation and resolution of the diversion.

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9.3.8 Permits, Licences and Authorizations

The Distributed Generation Customer shall obtain and provide to EDTI copies of all required permits, licenses and other authorizations prior to any change in service requirements at any point of interconnection, which include:

- (a) any required approval of the Commission; and
- (b) acceptance from the local inspection and code enforcement authorities.

9.3.9 Approvals

The Distributed Generation Customer must obtain written approval from EDTI before any modification is made to the Distributed Generation Customer's system.

The Distributed Generation Customer will be responsible for becoming and maintaining its status as a Power Pool participant and complying with any Power Pool requirements for any Energy delivered to the Power Pool (if the generator is producing electricity beyond on-site requirements thereby exporting into the Interconnected Electric System and exchanging Energy through the Power Pool).

The Distributed Generation Customer will be responsible for securing all required technical, commercial, or operational arrangements with ISO and the Power Pool.

The Distributed Generation Customer will be responsible for providing technical information to EDTI as required. EDTI will treat this information as confidential and will not release such information to any other parties without the express and written consent of the Distributed Generation Customer.

The Distributed Generation Customer will be responsible for operating in compliance with accepted industry operating and maintenance standards as established, from time to time, by the ISO and EDTI, and as specified in the Interconnection Agreement between the Distributed Generation Customer and EDTI. EDTI shall have the right to inspect the Distributed Generation Customer's facilities for compliance.

EDTI will be responsible for providing technical information to the Distributed Generation Customer as required. The Distributed Generation Customer will treat this information as confidential and will not release such information to any other parties without the express and written consent of EDTI.

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9.4 Incremental Interconnection Costs

The Distributed Generation Customer will be required to pay all incremental interconnection costs as determined by EDTI, to allow the Distributed Generation Customer to make use of EDTI's electric distribution system, including:

- (a) any costs of connection to EDTI's electric distribution system, including any cost sharing to Load Customers;
- (b) any costs to upgrade existing distribution facilities;
- (c) an application fee associated with performing engineering estimates, planning, operating or protection studies or any additional or routine modelling and testing required by the ISO;
- (d) any costs of protection, anti-islanding circuitry, communication facilities, telemetry or modification to distribution or transmission facilities required to reliably separate the generator from the electric system.

An agreement for payment of the incremental costs must be made between the Distributed Generation Customer and EDTI before any work on the interconnection is commenced;

The Distributed Generation Customer shall be required to pay all replacement costs for all incremental interconnection facilities including the replacement of assets at the end of useful life or replacement due to failure, including but not limited to, elements such as transformers, poles, regulators, capacitors, line conductor, and teleprotection systems. EDTI may provide the Distributed Generation Customer with an option to pay for the replacement costs over time as provided in section 9.5.

If a new Customer or Distributed Generation Customer shares a portion or all of an existing extension, to which the interconnection costs relates, EDTI will refund a portion of the Distributed Generation Customer's contribution based on the amount of extension shared and the ratio of the Distributed Generation Customer's operating Load to the total operating Load.

9.5 Payment Options and Credit Requirements

9.5.1 Payment Option

EDTI may provide the Distributed Generation Customer with an option to pay for the incremental interconnection costs determined under section 9.4 over time, providing the Distributed Generation Customer satisfies the credit requirements listed herein. The payment period will not exceed five years.

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9.5.2 Minimum Financial Criteria

Subject to review and reassessment of the creditworthiness of a Distributed Generation Customer by EDTI from time to time, EDTI has established the following minimum financial criteria for Distributed Generation Customers requesting to pay for the incremental costs over time. The Distributed Generation Customer will be deemed to have met the credit requirements if:

- (a) the Distributed Generation Customer or an affiliate or person which guarantees the financial obligation of the Distributed Generation Customer in a manner acceptable to EDTI has at least an “A” rating for its senior, unsecured, non-credit enhanced, long term from Standard and Poor’s bond rating service or an equivalent rating from a major reputable bond rating service satisfactory to EDTI; or
- (b) the Distributed Generation Customer provides, in a manner acceptable to EDTI, a bank guarantee, irrevocable letter of credit, or cash deposits drawn on a Canadian Chartered Bank, a trust company, credit union or other lending institution that is acceptable to EDTI.

9.5.3 Required Credit Information

EDTI will require the following minimum information and supporting documentation to conduct a credit risk assessment of the Distributed Generation Customer:

- (a) most recent credit rating report from a recognized rating agency and a list of bank credit and trade references, including address, phone numbers and bank officer;
- (b) audited financial statements for the latest two years (two most recent annual report to shareholders, if applicable);
- (c) description of the corporate structure, including the name of the chief executive officer and chief financial officer;
- (d) legal name, address, phone, and fax numbers of the Distributed Generation Customer; and
- (e) certificate specifying the names, titles, and specimen signatures of the persons authorized to approve and confirm contracts.

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9.5.4 Costs

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

ARTICLE 10 - METERS

10.1 Installation of Meters

10.1.1 Provision and Ownership

EDTI shall provide, install, and seal one or more meters for the purpose of measuring the Energy delivered to a Customer by way of a Service Connection. Time of use or interval meters and associated communication equipment shall be installed for a Customer who has a connected load exceeding 150 kVA. Each meter shall remain the sole property of EDTI.

10.1.2 Responsibility of Customer

Each Customer shall provide and install a Canadian Standards Association approved meter receptacle or other Canadian Standards Association approved facilities suitable for the installation of EDTI's meter or metering equipment.

10.2 Location

Meter locations shall be approved by EDTI based on type of service 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 Electrical Code* and any applicable legislation.

10.3 Access to Meters

EDTI may, at any reasonable time, read, inspect, remove and test a meter installed on property owned or controlled by the Customer.

Upon written request to EDTI, the Customer may access pulse data directly from its interval meter. The Customer Connection Guide, as amended from time to time, sets out the method in which costs are to be recovered.

10.4 Meter Testing

At the request of a Customer, EDTI shall arrange for on-site meter verification and if necessary, shall arrange for a meter to be tested by an official designated for that purpose by Measurement Canada or accredited agency as may, from time to time, be designated

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for this purpose. EDTI charges a fee as set forth in the Fee Schedule. If the meter is inaccurate, EDTI will refund the fee and make appropriate adjustments to the applicable bills. If the meter is found to be accurate, EDTI will keep the fee to cover the cost of testing the meter.

10.5 Energy or Demand Diversion

If under any circumstances, a person other than an EDTI employee, agent or contractor, prevents a meter from accurately recording the total demand or energy supplied, EDTI may disconnect the service, or take other appropriate actions to ensure access to accurate meter data.

EDTI may then estimate the demand and amount of energy supplied but not registered at the Point of Service. The Customer shall pay the cost of the estimated demand and energy consumption plus all costs related to the investigation and resolution of the diversion.

10.6 Changes to Metering Equipment

Should a Customer request new metering equipment beyond the basic service, EDTI shall provide, install, test and maintain the required metering equipment. The metering equipment must be requested in writing by the Customer and meet EDTI's requirements. The Customer shall bear the cost of providing and installing the metering equipment, and ongoing operating costs. The costs for upgrading to an interval meter is as set forth in the Fee Schedule. For changes to metering equipment on primary distribution voltage levels, the cost of providing and installing such metering equipment and the ongoing operating costs, will be determined on a case by case basis.

The metering equipment shall become the property of EDTI and will be maintained by EDTI. EDTI shall complete installation of the metering equipment within thirty (30) days of delivery from the supplier. EDTI shall bill the Customer prior to installation and the Customer shall prepay the cost of installation at least fifteen (15) Business Days prior to proposed installation date. If payment is not received by fifteen (15) Business Days prior to the proposed installation date, EDTI shall have no obligation to proceed with the installation.

Should EDTI have installed an interval meter, including at the request of the Customer, EDTI will, at the request of the Customer, change the interval meter to a demand meter provided that the Customer's usage has been below 150 kVA for a period of more than 12 consecutive months or the request is made in connection with a physical re-configuration of the Customer's service. The Customer shall bear the cost of changing the metering equipment.

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Upon request by the Customer, EDTI may provide other metering services, above standard metering service, in its discretion, acting reasonably, and may charge separate fees for such service.

ARTICLE 11 - CHANGE IN SERVICE

11.1 Changes to Service Requirements

A Customer shall give to EDTI reasonable prior written notice of any change in requirements at a Point of Service, including any change in Load to enable EDTI to determine whether or not it can accommodate such revised service without changes to its Facilities. Regardless of whether alterations are required to existing Facilities, if the Customer's Forecast Peak Demand increases, a new Electric Service Agreement must be executed based on the new Forecast Peak Demand. A Retailer, or any other person acting on behalf of a Customer, who provides EDTI with verifiable authorization from the Customer may give such notice to EDTI on the Customer's behalf. If EDTI receives such notice from a Retailer or other person, EDTI may at its option require such notice directly from the Customer.

The Customer shall not change its requirement for at a Point of Service without EDTI's written permission. The Customer shall be responsible for all damage caused to EDTI's electric distribution system as the result of the Customer changing its requirements for a Service Connection without EDTI's permission.

11.2 Changes to EDTI Facilities

If EDTI determines it must modify its Facilities to accommodate a change in a Customer's requirements for a Service Connection, a Customer Distribution Contribution may apply and such contribution will be determined as provided in Section 7.2. A new Electric Service Agreement must be executed to reflect the additional investment made by EDTI.

11.3 Impact of Changes on Customer's Electric Service Agreement

11.3.1 Increases

Notwithstanding any other provisions in the Terms and Conditions, a new Electric Service Agreement with a revised Contracted Minimum Demand value is required before the Customer may increase its service requirements for a Service Connection.

For a Customer which has provided a Distribution Contribution under section 7.2, EDTI will calculate a contribution refund based on the increase in the Contracted

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Minimum Demand. The refund will not exceed the amount of the prior Customer Distribution Contribution.

A Customer will only be entitled to a refund if the Customer's Contracted Minimum Demand is increased within the initial term of the Electric Service Agreement.

11.3.2 Decreases

If a Customer's Forecast Peak Demand decreases, the Customer's Contracted Minimum Demand shall not be reduced.

11.4 Changes to System Access Costs

If EDTI must modify its arrangements with the ISO to accommodate a change in Customer's service requirements, the Customer pays for all costs attributable to such modification, including, but not limited to, additional contributions required from EDTI by the ISO. The attributable costs are determined as described in the section "Determination of EDTI Transmission Costs and Transmission Contributions".

ARTICLE 12 - SERVICE DISCONNECTION AND RECONNECTION

12.1 Disconnection by Customer

12.1.1 Temporary Disconnection

Upon the request of the Customer, EDTI shall temporarily disconnect any Service Connection provided:

- (a) the Customer agrees to pay any charges made to EDTI by the ISO that will not be recovered as a direct result of the Customer's idle service;
- (b) upon the request to restore service the Customer will be responsible for and pay any applicable charges outlined under section 12.3; and
- (c) if the Service Connection remains disconnected for more than twelve (12) months, it will be considered permanently disconnected and Section 12.1.2 will apply.

12.1.2 Discontinuance of Distribution Access Service and Permanent Disconnection

Customers arrange for termination of Distribution Access Service through their Retailer of Record.

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If the Customer requests that the Service Connection be permanently disconnected, the Customer billing for that service will be finalized. At the discretion of EDTI, the Facilities provided by EDTI will be removed.

If within three (3) years of permanent disconnection the Customer requests the Service Connection be restored, the Customer must pay all the costs associated with the original disconnection, removal of the Facilities and restoration of service.

12.2 Disconnection by EDTI

12.2.1 Disconnection without Notice

If EDTI believes there is any actual or threatened danger to life or property, or in any other circumstances, the nature of which, in EDTI's sole judgement requires such action, EDTI has the right to withhold connection or to disconnect a Customer's Service Connection without prior notice to the Customer. More specifically, and without limitation of the foregoing, EDTI may exercise this right in the event that:

- (a) in the opinion of EDTI, the Customer has permitted the Customer's facilities to become hazardous, the Customer's facilities fail to comply with applicable statutes, standards and codes and/or EDTI requirements, or if the use of the Service Connection may cause damage to any other Service Connection or facilities;
- (b) to the knowledge of EDTI, or in its sole judgement, the Customer's facilities are unsafe or defective or will become unsafe or defective imminently. In this event, the Service Connection may not be restored until the Customer facilities are approved by the appropriate authority. EDTI shall provide written notice to the Customer within a reasonable time of the reason for the disconnection under this subsection and the actions required for reconnection;
- (c) on account of theft by the Customer of any EDTI Facilities;
- (d) if any tampering with any service conductors, seals or any other Facilities of EDTI or any meters, whether or not provided by EDTI is discovered; or
- (e) if the Customer changes its requirements for a Service Connection or Distribution Tariff Services without the permission of EDTI.

If the disconnection is a result of a safety violation, EDTI will reconnect the service when the safety problem is resolved and when the Customer has provided,

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or paid EDTI's costs of providing, such devices or equipment as may be necessary to resolve such safety problem and to prevent such damage, interference or disturbance.

12.2.2 Disconnection with Notice

EDTI may withhold connection or may disconnect a Customer's Service Connection (without prejudice to any of EDTI's other remedies) after providing forty-eight (48) hours advance notice to the Customer, as applicable, in the following circumstances:

- (a) if the Customer neglects or refuses to pay when due any amounts required to be paid under these Terms and Conditions (which amount is not the subject of a good faith dispute); provided that a residential rate classification Customer will not be disconnected for non-payment at any time during the period from October 15 to April 15 or at any other time when the temperature is forecast to be below 0 degrees Celsius in the 24-hour period immediately following the propose disconnection;
- (b) as required by law;
- (c) subject to Section 12.2.2(a), if the Customer is in violation of any of these Terms and Conditions or any of the terms of an Electric Services Agreement with EDTI;
- (d) any other similar circumstances to those described above that EDTI determines, in its sole discretion, acting reasonably, require the withholding or disconnecting of service upon forty-eight (48) hours notice.

EDTI also reserves the right to install a load-limiting device to restrict the capability of the Service Connection.

12.3 Reconnect Service

This Section applies to reconnection or restoration of service to a Customer whose service was previously restricted by a load-limiting device or discontinued (whether at the request of the Customer or not).

Before reconnecting or restoring service, the Customer shall pay:

- (a) any amount owing to EDTI including written off accounts; and
- (b) a reconnection charge that will billed to the Customer's Retailer.

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12.4 Removal of Facilities

Upon termination of service, EDTI shall be entitled to remove any of its Facilities located upon the property of the Customer and to enter upon the Customer's property for that purpose.

ARTICLE 13 - CONTRACT EXIT PROVISIONS

A Customer's Electric Service Agreement remains in effect, subject to the right of either EDTI or the Customer to terminate such agreement upon thirty (30) days written prior notice being given to the other party.

Upon receipt of such notice, EDTI shall read the Customer's meter within a reasonable time, and, shall use all reasonable efforts to read the Customer's meter at the time requested by the Customer. A Customer shall pay for all service provided up to the time of such reading.

13.1 Distribution Related Exit Charge

When a Customer with an Electric Service Agreement no longer requires service from EDTI, and it is within the initial term of the Electric Service Agreement, in addition to any other applicable requirements under these Terms and Conditions, the Customer may be required to pay a "Distribution Related Exit Charge".

The Distribution Related Exit Charge is:

- (a) the present value of future revenue streams associated with the existing Facilities being removed; plus
- (b) the estimated salvage costs; plus
- (c) any outstanding amounts attributable to the Customer with respect to, but not limited to, any deferral accounts and Commission approved riders and charges arising from services supplied by EDTI prior to the termination of service; less
- (d) the estimated salvage value.

Distribution Customer Exit Charge provisions apply for the service life of EDTI's investment, as established at the time of investment.

13.2 Transmission Related Exit Charge

When a Customer no longer requires service from EDTI, in addition to any other applicable requirements under these Terms and Conditions, the Customer may be required to pay a "Transmission Related Exit Charge".

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The Transmission Related Exit Charge is:

- (a) any costs charged to EDTI by the ISO that are attributable to the Customer's termination of service; and
- (b) any ongoing costs that EDTI will be required to pay the ISO, that will not be recovered as a result of the Customer's termination of service.

ARTICLE 14 - LIABILITY AND INDEMNITY

14.1 EDTI Liability

Notwithstanding any other provision of these Terms and Conditions or any provision of any agreement between EDTI and a Customer relating to the provision of Distribution Tariff Services (an "EDTI Agreement") EDTI, its directors, officers, agents, employees and representatives ("EDTI Parties") shall not be liable to the Customer, its directors, officers, agents, employees and representatives ("Customer Parties") for any loss, injury, damage, expense, charge, cost or liability of any kind suffered or incurred by the Customer Parties, or any of them, whether of a direct, indirect, special or consequential nature, howsoever or whensoever caused, and whether in any way caused by or resulting from the acts or omissions of the EDTI Parties, or any of them, except for direct property damages incurred by the Customer as a direct result of a breach of these Terms and Conditions or applicable EDTI Agreement or other act or omission by an EDTI Party, which breach or other act or omission is caused by the negligence or wilful act or omission of harm of such EDTI Party. Any liability under this Section will be limited to an amount in proportion to the degree to which the EDTI Party acting negligently or wilfully is determined to be at fault. For the purpose of the foregoing and without otherwise restricting the generality thereof, "direct property 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.

14.2 Release

Subject to Section 14.1 above, none of the EDTI Parties (as defined above) will be liable to any of the Customer Parties (as defined above) for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the Customer Parties or any of them, howsoever and whensoever caused, and each Customer Party hereby forever releases each of the EDTI Parties from any liability or obligation in respect thereof.

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14.3 EDTI Not Liable to Customer

For greater certainty and without limitation to the foregoing in Sections 14.1 and 14.2, EDTI Parties (as defined above) shall not be liable to a Customer for any damages of any kind (except to the extent EDTI is liable for such damages in accordance with Section 14.1):

- (a) caused by or arising from any EDTI Party's conduct in compliance with, or as permitted by, these Terms and Conditions, the Terms and Conditions for Distribution Access Service, a Distribution Services Agreement between EDTI and a Retailer or any legal or regulatory requirements related to service provided to Retailers;
- (b) caused to the Customer and arising from any failure of a Retailer to comply with the Terms and Conditions for Distribution Access Service, any agreement with EDTI relating to Distribution Tariff Services or for any damages caused by or arising from equipment installed or actions taken by a Retailer;
- (c) caused by or arising from a Retailer's failure to perform any commitment to the Customer, including but not limited to the Retailer's obligation, including its obligation under Part 8 of the Act, to provide Retail Electricity Services including Distribution Tariff Services to the Customer; or
- (d) caused by or resulting from any acts, omissions or representations made by a Retailer in connection with soliciting Customers for Distribution Access Service or performing any of the Retailer's functions in providing Retail Electricity Services including Distribution Tariff Services to Customers.

14.4 Customer Liability

In addition to any other liability provisions set out in the Terms and Conditions or any provision in an EDTI Agreement, a Customer Party (as defined above) shall be liable for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by EDTI Parties (as defined above), whether of a direct or indirect nature, caused by or arising from any acts or omissions of an Customer Party that result in a breach ("Breach") of these Terms and Conditions or the applicable EDTI Agreement, or any negligent or wilful acts or omissions of harm of a Customer Party outside of a Breach. Any liability under this section will be limited to an amount in proportion to the degree to which the Customer Party is at fault.

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14.5 Force Majeure

14.5.1 Force Majeure Relief

If an event or circumstance of Force Majeure occurs that affects EDTI's ability to provide a Service Connection or other interconnection to its electric distribution system or Distribution Tariff Services, EDTI's obligations and responsibilities hereunder and under any agreement relating to Service Connections or other interconnections to its electric distribution system or the provision of Distribution Tariff Services, so far as they are affected by the Force Majeure or the consequences thereof, shall be suspended until such Force Majeure or the consequences thereof are remedied and for such period thereafter as may reasonably be required to restore the Distribution Tariff Services. The Minimum Charge, if applicable, will continue to be payable during the period in which EDTI claims relief by reason of Force Majeure.

14.5.2 Notice

EDTI shall promptly give the relevant party notice of the Force Majeure including full particulars hereof and shall promptly give the relevant party notice when the Force Majeure ceases to prevent performance of EDTI's obligations.

14.5.3 Obligation to Remedy

EDTI shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.

14.5.4 Strikes and Lockouts

Notwithstanding any other provision of these Terms and Conditions, the settlement of any strike, lockout or other industrial disturbance shall be wholly in the discretion of EDTI and EDTI may settle such strike, lockout or industrial disturbance at such time and on such terms and conditions as it may deem appropriate. No failure or delay in settling such strike, lockout or industrial disturbance shall constitute a cause or event within the control of EDTI or deprive EDTI of the benefits of this Section 14.5.

ARTICLE 15 - ADDITIONAL PROVISIONS RELATING TO SERVICES

15.1 Ownership of Facilities

EDTI remains the owner of all Facilities necessary to provide Distribution Access Service to the Customers, unless an agreement between EDTI and a Customer specifically provides otherwise.

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Payment made by Customers for costs incurred by EDTI in installing Facilities does not entitle Customers to ownership of any such Facilities, unless an agreement between EDTI and a Customer specifically provides otherwise.

15.2 Distribution Access Service Obtained from Retailer

EDTI will not initiate or continue Distribution Access Service at a Point of Service unless the Customer is enrolled to obtain Distribution Access Service. It is the Customer's responsibility to make arrangements with a Retailer to obtain Retail Electricity Services, including enrolment for Distribution Access Service.

15.3 Proper Use of Services

The Customers assume full responsibility for the proper use of the Service Connection and Distribution Tariff Services provided by EDTI and for the condition, suitability and safety of any and all wires, cables, devices or appurtenances energized by energy on the Customer's premises or on premises owned or controlled by the Customer that are not the Customer's property. The Customer shall be liable for any loss, damage, expense, charge, cost or other liability of any kind, whether to EDTI, its agents or employees, EDTI property or otherwise, arising directly or indirectly by reason of: (i) the routine presence in or use of energy over the wires, cables, devices or other Facilities owned or controlled by the Customer; (ii) the Customer's improper or negligent use of energy or electric wires, cables, devices or other facilities; or (iii) the negligent acts or omissions or wilful acts or omissions of the Customer or any person permitted on the Customer's property.

15.4 Independent System Operation or Transmission Facility Owner Requirements

The Customers acknowledge and agree that EDTI is bound by all operating instructions, policies and procedures of the ISO and transmission facility owners which are needed to maintain the integrity of the Interconnected Electric System. The Customers acknowledge and agree that they will cooperate with EDTI so that EDTI will be in compliance with all such operating instructions, policies and procedures which include, but are not limited to, those operating instructions, policies and procedures pertaining to minimum and maximum generation emergencies, and supply voltage reduction or full interruption of Customer load by either manual or automatic means.

15.5 Compliance with Applicable Legal Authorities

EDTI and the Customers are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, all applicable existing or future orders or other actions of the ISO or of governmental authorities having applicable jurisdiction. EDTI will not violate, directly or indirectly, or become a party to a violation of any applicable requirement of the ISO or any applicable federal, provincial or local statute,

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regulation, bylaw, rule or order in order to provide a Service Connection or Distribution Tariff Services to the Customers. EDTI's obligation to provide a Service Connection or Distribution Tariff Services is subject to the condition that all requisite governmental and regulatory approvals for the provision of the Service Connection or Distribution Tariff Services will have been obtained and will be maintained in force during such period of service.

15.6 Interference with EDTI's Property

No one other than an employee or authorized agent of EDTI shall be permitted to remove, operate, or maintain meters, electric equipment and other Facilities owned by EDTI. The Customers shall not interfere with or alter the meter, seals, or other Facilities or permit the same to be done by any person other than the authorized agents or employees of EDTI.

15.7 Service Interruption

While EDTI takes all reasonable efforts to guard against interruptions, it does not guarantee uninterrupted service. Without liability of any kind to EDTI, EDTI shall have the right to disconnect or otherwise curtail, interrupt or reduce Distribution Access Service to Customers whenever EDTI reasonably determines, or when EDTI is directed by the ISO, that such a disconnection, curtailment, interruption or reduction is:

- (a) necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of EDTI's Facilities;
- (b) to maintain the safety and reliability of EDTI's electric distribution system; or,
- (c) due to any other reason including dangerous or hazardous circumstances including emergencies, forced outages, potential overloading of EDTI's electric distribution system or Force Majeure.

15.8 No Assignment

A Customer shall not assign any of its rights or obligations under these Terms and Conditions or any other agreement with EDTI relating to a Service Connection or Distribution Tariff Services without obtaining any necessary regulatory approvals and EDTI's approval where required in such agreement. No assignment shall relieve the Customer of any of its obligations under these Terms and Conditions until such obligations have been assumed by the assignee and EDTI has agreed to the novation. Any assignment in violation of this section shall be void.

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15.9 No Waiver

The failure of EDTI or a Customer to insist on any one or more instances upon strict performance of any provisions of these Terms and Conditions or any other agreement between EDTI and the Customer relating to a Service Connection or Distribution Tariff Services, or to take advantage of any of its rights hereunder or thereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions or any other agreement between EDTI and a Customer relating to a Service Connections or Distribution Tariff Services shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse.

15.10 Law

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

15.11 Request Under Section 101 (2) of the Act

In accordance with Section 101(2) of the Act, a Transmission Direct-Connect Customer may, with the prior approval of EDTI, enter into an arrangement directly with the Independent System Operator for the provision of System Access Service. Should EDTI grant such approval, EDTI reserves the right to bill the Customer directly for all Local Access Fees and Commission approved riders and charges arising from services provided by EDTI prior to the Customer receiving System Access Service directly from the Independent System Operator pursuant to such arrangement.

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SCHEDULE A — AVAILABLE EDTI INVESTMENT

1. Maximum Investment

The maximum investment that EDTI will make in new services or expansions for Residential, General Service and Industrial Customer classes is as follows:

(a) Residential Customers:

- for new (raw land) underground development areas, EDTI will provide a contribution of \$1050 for each lot;
- for single family residential, rural acreage and farm in a previously unserved area to be serviced with overhead power, EDTI will install single-phase overhead primary lines on public roadways up to an existing lot within the boundary of the City of Edmonton at no charge and will provide a contribution of up to \$700 for the transformer installation and the Service Connection;
- for multiple family residential, in a previously serviced area, EDTI will provide a contribution of \$450 for each Service Connection.

(b) General Service and Industrial Customers

- \$225 per kVA of Contracted Minimum Demand for the Service Connection for the first 2,500 kVA and \$100 per kVA thereafter.
- for a raw land industrial subdivision adjacent to an existing subdivision with three-phase service, EDTI will extend the overhead three-phase primary service on public roadways at no charge.

(c) Underground Industrial Developments (raw land)

- Upon completion of the underground servicing of an industrial area, EDTI will provide a rebate determined as 80% of the total installed cost of the underground distribution facilities installed to service raw industrial land. This cost will be calculated by EDTI based on EDTI's costs, as determined and published by EDTI from time to time, for the types of cables and switching cubicles installed, and for such activities as trenching and terminations.

2. Eligibility for Investment

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- (a) The following Facilities are eligible for investment:
- distribution three-phase and single-phase extensions;
 - transformers (or a share of a transformer, if the transformer is shared by more than one Customer e.g. rural acreages);
 - standby feeder where required by EDTI;
 - primary cable to EPCOR Transformer on property (excluding Multi-Family Sites)
- (b) The following Facilities are not eligible for investment:
- transformer pad and civil works on private property;
 - standby feeders not required by EDTI;
 - secondary underground services in aerial distribution areas.

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SCHEDULE B — Electric Service Agreement
for
Distribution Connection Services

This Agreement dated for reference as of the ___ day of _____, 20__

Between:

(Customer Name)
 (Address)
 (hereinafter called the “Customer”)

- and -

EPCOR Distribution & Transmission Inc.,

a body corporate with its head office in the City of Edmonton in the Province of Alberta
 (hereinafter called “EDTI”)

REFERENCE IS MADE TO THE EDTI TERMS AND CONDITIONS FOR DISTRIBUTION CONNECTION SERVICES (THE “TERMS AND CONDITIONS”), AS AMENDED FROM TIME TO TIME, PREPARED BY EDTI AND APPROVED BY THE ALBERTA UTILITIES COMMISSION (“AUC”) IN ACCORDANCE WITH THE *ELECTRIC UTILITIES ACT* (ALBERTA). THIS ELECTRIC SERVICE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS AND SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY REFERENCE IN THEIR ENTIRETY (THIS AGREEMENT TOGETHER WITH THE TERMS AND CONDITIONS ARE REFERRED TO HEREIN AS THE “AGREEMENT”). THE MOST CURRENT FORM OF THE TERMS AND CONDITIONS ARE POSTED ON EDTI’S WEBSITE AT: <http://www.epcor.ca/customers/electricity+retailers/dt+access+tariffs>

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

In consideration of the respective promises, covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties agree as follows:

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1. **Service.** The Customer agrees to obtain from EDTI and EDTI agrees to provide to the Customer Distribution Access Service in relation to the Service Connection specified below (the “Service”) in accordance with the provisions of this Agreement.
2. **Parameters.** The Customer and EDTI agree to the following parameters for the provision of the Service:

- | | |
|---|----------|
| a. Location of Service Connection: | |
| b. Contract Term: | 15 years |
| c. EDTI Investment | |
| d. Customer Contribution (plus application GST) | |
| e. Forecast Peak Demand: | |
| f. Contracted Minimum Demand: | |
| g. Main Feeder | |
| h. Standby Feeder if applicable | |
| i. Applicable Distribution Tariff | |
| j. Special charges (Facilities Charge, etc.) | |
| k. Special Arrangements | |
| l. Service Configuration | |

3. **Term.** This Agreement shall become effective on the In-service Date, and thereafter shall remain in effect until terminated by either party hereto in accordance with Article 13 of the Terms and Conditions. Termination of this Agreement shall be subject to the Distribution Related Exit Charge as outlined in Section 13.1 of the Terms and Conditions. Notwithstanding anything to the contrary contained herein, this Agreement shall not become effective and is not binding until accepted by EDTI.
4. **Fees and Payment.** The Customer agrees to pay for the Service in accordance with the Terms and Conditions. Fees and charges payable by the Customer will be determined based on the greater of the actual Demand or the Contracted Minimum Demand.
5. **Forecast Peak Demand.** The Customer shall under no circumstances exceed the Forecast Peak Demand and shall provide one (1) year prior written notice to EDTI of any increase in the Forecast Peak Demand. The Customer acknowledges and agrees that failure by the Customer to adhere to this provision may cause serious damage to EDTI’s Facilities for which the Customer will be responsible.

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6. **Use Restricted.** The Service provided hereunder is provided for the Customer's use only at the location specified above and the Customer shall not permit any other person to use such Service

7. **Customer Acknowledgements.** The Customer acknowledges and agrees that:
 - a. it has reviewed and understands this Agreement, including the Terms and Conditions, and agrees to be bound by them in all transactions with EDTI;
 - b. the Terms and Conditions may change from time to time, and that a copy of the Terms and Conditions is on file at the offices of EDTI and available on-line at the website of EDTI noted above;
 - c. no Person, whether an employee or agent of EDTI or otherwise, can agree to change, alter, vary or waive any provision of the Terms and Conditions without the express approval of the EUB;
 - d. it has been offered a copy of EDTI's Customer Connection Guide and is aware of the policies and business practices of EDTI detailed therein and that the Customer Connection Guide can also be accessed on-line at <http://www.epcor.ca/customers>

8. **EDTI Facilities.** Notwithstanding any Customer Contribution, the Customer shall not acquire any ownership interest in any EDTI Facilities.

9. **Limited Liability.** EDTI's liability for injuries and/or damage to persons or property is limited by the Terms and Conditions.

10. **Regulatory Authority.** This Agreement is subject to all applicable legislation, including the *Electric Utilities Act* (Alberta) and the regulations made thereunder, and all applicable orders, rulings, regulations and decisions of the EUB or any other regulatory authority having jurisdiction over EDTI or the matters addressed herein.

11. **Assignment / Enurement.** The Customer may not assign this Agreement without the prior written consent of EDTI. This Agreement shall enure to the benefit of and be binding and enforceable by the parties hereto and their respective executors, administrators, successors and permitted assigns.

12. **Severability.** If any provision of this Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

13. **Headings.** The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

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14. **Entire Agreement / Modification.** This Agreement, including the Terms and Conditions as amended from time to time, constitutes the entire agreement between the parties and supersedes all prior agreements between the Customer and EDTI for provision of the Service. Except for modifications of the Terms and Conditions, which may be made in accordance with the provisions thereof, no modification or alternation of this Agreement shall be binding on either party unless reduced to writing and signed by the parties hereto.
15. **Notice.** All notices required pursuant to this Agreement shall be in writing and shall be given personally, by facsimile or by prepaid registered mail addressed to the party for which the notice is intended to its address designated below or to such other address as may be substituted by notice given in accordance with this provision.

EPCOR Distribution & Transmission Inc.
10065 – Jasper Avenue
Edmonton, Alberta
T5J 3B1

Contact Name: President, EPCOR Distribution & Transmission Inc.
(Guy Bridgeman)
Alternate Contact Name: Senior Manager, EPCOR Distribution & Transmission Inc. (John Byron)
Telephone No.: (780)412-7822 **Alternate:** (780)412-3662
Fax No.: (780)412-7916 **Alternate:** (780)412-3250

Customer Name
(Address)

Contact Name:
Alternate Contact Name:
Telephone No.: **Alternate:**
Fax No.: **Alternate:**

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

[customer Name]	EPCOR Distribution & Transmission Inc.
Per: _____	Per: _____
Name: _____	Name: _____
Title: _____	Title: _____

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Effective: 2008-01-01
Supercedes: 2007-01-01

SCHEDULE C — Agreement for Distribution Connection Service

EPCOR Distribution & Transmission Inc.
10065 Jasper Avenue
Edmonton, Alberta
T5J 3B1

Re: Agreement for Distribution Connection Service

Customer Name: _____ (the “Customer”)

Site Address: _____ (the “Site”)

Main Contact Name:

Telephone No.: _____ Alternate: _____ Fax: No: _____

Alternate Contact Name:

Telephone No.: _____ Alternate: _____ Fax: No: _____

Thank you for your request that EPCOR Distribution & Transmission Inc. (“EDTI”) connect your Site to EDTI’s electric distribution system.

EDTI connects sites and provides distribution access service pursuant to its Distribution Tariff, which includes the Terms and Conditions for Distribution Connection Services (the “DCS Terms and Conditions”), Distribution Tariff Policies, Rate Schedules and Fee Schedule as revised from time to time and approved by the Alberta Utilities Commission (“AUC”) under the *Electric Utilities Act* (Alberta). This Electric Service Agreement is subject to those documents, and both EDTI and the Customer are bound by the provisions of those documents. Those documents in their most current form are posted on EDTI’s website at:

[NTD: INSERT ADDRESSES]

The Customer agrees to obtain from EDTI, and EDTI agrees to provide to the Customer, Distribution Connection Service in relation to the Site in accordance with the provisions of this Agreement.

The Forecast Peak Demand for the Site will be _____.

This Agreement may be terminated by EDTI or the Customer in accordance with section 13 of the DCS Terms and Conditions. Termination of this Agreement will be subject to the Exit Charges as outlined in Section 13 of the DCS Terms and Conditions. For the purposes of section 13.1 of the DCS Terms and Conditions, the initial term of this Agreement will be 15 years from the In-Service Date (the date on which the Customer specifies service is to be available or the date the service is actually available, whichever is later). The Customer may not assign this Agreement without the prior written consent of EDTI.

EDTI requires that [CUSTOMER NAME] indicate its understanding and acceptance of the contents of this Agreement by signing in the appropriate space below. [CUSTOMER NAME] represents that the person signing this Agreement on [CUSTOMER NAME]’s behalf is properly authorized to do so.

EPCOR Distribution & Transmission Inc.

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Supercedes: 2007-01-01

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

Per: _____
Authorized Signing Officer

Name: _____ Title: _____

Date of Signature: _____