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## **EPCOR Energy Alberta GP Inc.**

acting in its capacity as the general partner of EPCOR Energy Alberta Limited Partnership

### **Regulated Rate Tariff – Terms and Conditions**

**Effective August 1, 2019**

# Table of Contents

<b>ARTICLE 1 – PREAMBLE .....</b>	<b>1</b>
1.1    PROVISION OF REGULATED RATE SERVICE.....	1
<b>ARTICLE 2 – DEFINITIONS AND INTERPRETATION .....</b>	<b>1</b>
2.1    DEFINITIONS .....	1
2.2    CONFLICTS .....	4
2.3    HEADINGS .....	5
2.4    EXTENDED MEANINGS.....	5
2.5    CHARGES AND FEES.....	5
<b>ARTICLE 3 – GENERAL PROVISIONS.....</b>	<b>5</b>
3.1    EFFECTIVE DATE .....	5
3.2    CUSTOMERS BOUND BY REGULATED RATE TARIFF.....	5
3.3    MODIFICATION OF REGULATED RATE TARIFF .....	5
3.4    REGULATORY APPROVAL AND AMENDMENT .....	5
3.5    APPLICABLE TAXES .....	6
3.6    LANDLORD INFORMATION .....	6
<b>ARTICLE 4 – REGULATED RATE SERVICE .....</b>	<b>6</b>
4.1    AVAILABILITY .....	6
4.2    REQUIREMENTS FOR OBTAINING REGULATED RATE SERVICE.....	6
4.3    REFUSAL OF REGULATED RATE SERVICE .....	7
4.4    CUSTOMER INFORMATION .....	7
4.5    CUSTOMER CHANGE OF NAME OR INFORMATION.....	7
4.6    FAILURE TO PROVIDE INFORMATION .....	7
<b>ARTICLE 5 – FINANCIAL SECURITY REQUIREMENTS .....</b>	<b>8</b>
5.1    REQUIREMENT FOR SECURITY .....	8
5.2    WAIVER OF SECURITY REQUIREMENT .....	8
5.3    MAXIMUM SECURITY .....	9
5.4    USE OF SECURITY FOR NON-PAYMENT.....	9
5.5    RETURN OF SECURITY .....	9
5.6    INTEREST PAYABLE ON DEPOSITS.....	9
<b>ARTICLE 6 – CLOSING AN ACCOUNT.....</b>	<b>9</b>
6.1    NOTICE TO END SERVICE AT A SITE.....	9
6.2    NOTICE TO TRANSFER TO AN UNREGULATED RETAILER .....	9
6.3    RELOCATION OF CUSTOMER .....	9
6.4    NO ASSIGNMENT .....	10
6.5    REFUND CHEQUES .....	10
6.6    TERMINATION OF CUSTOMER OF RECORD .....	10
<b>ARTICLE 7 – MEASUREMENT OF ENERGY CONSUMPTION .....</b>	<b>10</b>
7.1    MEASUREMENT PROVIDED BY EDTI AND FORTIS .....	10
7.2    METER TESTING .....	10
<b>ARTICLE 8 - BILLINGS AND PAYMENT.....</b>	<b>11</b>
8.1    BILLING PRACTICES.....	11
8.2    RESPONSIBILITY FOR PAYMENT AFTER ACCOUNT CLOSURE .....	11
8.3    RESPONSIBILITY TO PAY AND REMEDIES FOR NON-PAYMENT.....	11
8.4    ADJUSTMENTS TO BILLS .....	12
8.5    LATE PAYMENT CHARGE.....	12
8.6    RESTORATION OF REGULATED RATE SERVICE .....	12
8.7    PARTIAL PAYMENTS .....	12
8.8    OVER PAYMENTS.....	13
8.9    LEGAL TENDER.....	13
8.10   OTHER OCCUPANTS' LIABILITY FOR PAYMENT AND CHANGE OF CUSTOMER OF RECORD.....	13
8.11   OWNER'S LIABILITY FOR PAYMENT .....	13

8.12	DISCONNECTION FOR SAFETY OR BUSINESS REASONS .....	14
8.13	LOST BILLS.....	14
8.14	RESPONSIBILITY FOR COLLECTION COSTS .....	14
8.15	DISHONoured PAYMENTS .....	14
<b><u>ARTICLE 9 - RESPONSIBILITY AND LIABILITY .....</u></b>		<b>15</b>
9.1	REQUIREMENTS IN THE EUA .....	15
9.2	INTERRUPTION OF REGULATED RATE SERVICE.....	15
9.3	FORCE MAJEURE .....	15
9.4	LIMITATION ON EEA LIABILITY TO CUSTOMER.....	15
9.5	DISTRIBUTION TARIFF .....	16
9.6	INDEMNIFICATION BY CUSTOMER.....	16
9.7	EEA INDEMNIFICATION .....	16
9.8	EEA SERVICE GUARANTEE .....	16
<b><u>ARTICLE 10 - DISPUTE RESOLUTION .....</u></b>		<b>17</b>
10.1	DISPUTED CHARGES .....	18
10.2	RESOLUTION BY EEA AND CUSTOMERS .....	18
10.3	RESOLUTION BY A THIRD PARTY .....	18
<b><u>ARTICLE 11 - MISCELLANEOUS.....</u></b>		<b>18</b>
11.1	COMPLIANCE WITH APPLICABLE LEGAL AUTHORITIES .....	18
11.2	NO WAIVER .....	19

## **ARTICLE 1 – PREAMBLE**

### **1.1 Provision of Regulated Rate Service**

EDTI and Fortis have made arrangements with EPCOR Energy Alberta GP Inc. (“EEA”) to perform EDTI and Fortis’ obligations to provide Regulated Rate Service to eligible Customers in their service area. EEA provides Regulated Rate Service under its Regulated Rate Tariff that has been approved by the Commission and includes these RRT Terms and the Price Schedules. These Price Schedules set out the rates, charges and fees approved by the Commission for Regulated Rate Service provided by EEA.

These RRT Terms are the terms and conditions upon which EEA offers and provides Regulated Rate Service to Eligible Customers.

The Regulated Rate Tariff is available for public inspection at EEA’s website [www.epcor.ca](http://www.epcor.ca) and during normal business hours at EEA’s business offices at 2000 - 10423 101 Street, Edmonton, Alberta.

## **ARTICLE 2 – DEFINITIONS AND INTERPRETATION**

### **2.1 Definitions**

The following words and phrases, whenever used in the Regulated Rate Tariff, shall have the following meanings:

“**Account**” means a written and/or digital record that EEA uses to track and record customer information, service types and financial transactions that affect a Customer of Record. EEA will only discuss Account information with the Customer of Record and parties authorized by the Customer of Record. A Customer of Record can have more than one Account.

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

“**Business Day**” means a day, which is not a Saturday, Sunday or statutory holiday in the Province of Alberta, and “day” means any calendar day.

“**Commission**” or “**AUC**” means the Alberta Utilities Commission and any successor organization with jurisdiction under the RRO Regulation.

“**Company**” means EEA.

“**Customer**” means a “regulated rate customer” as defined in the RRO Regulation who accepts, uses or receives Service from EEA at a Site located in the service area of EDTI or Fortis, including any Tenant, Landlord or Property Owner at the Site.

“**Customer of Record**” means the Customer for whom EEA has an Account pursuant to Article 4.2 or Article 8.10.

**“Deposit”** means a cash security amount deposited by the customer with EEA pursuant to Article 5.

**“Distribution Access Service”** means “distribution access service” as defined in the EUA provided to Customers by means of EDTI’s or Fortis’ Distribution System.

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

**“Distribution Tariff”** means, at any point in time, EDTI or Fortis’ tariff for the provision of Distribution and System Access Service approved by the Commission and in effect at such time.

**“EDTI”** means EPCOR Distribution & Transmission Inc.

**“EDTI Terms and Conditions”** means the terms and conditions for distribution and system access service set out in EDTI’s Distribution Access Tariff and System Access Tariff.

**“EEA”** means EPCOR Energy Alberta GP Inc.

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

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

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

**“Exchange”** means “exchange” as defined in the EUA.

**“Facilities”** means physical plant (including, without limitation, transmission and distribution lines, transformers, meters, equipment and machinery).

**“Force Majeure”** means circumstances not reasonably within the control of EEA 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, interruption of supply, goods or services including electricity or the electricity Distribution Access Service, the intervention of federal, provincial, or local government or from any of their agencies or boards, excluding decisions and/or orders made by the Commission in the normal course of exercising its authority to establish the revenue requirement of the parties to this agreement, the order or direction of any court, and any other cause, whether of the kind herein enumerated or otherwise.

**“Fortis”** means FortisAlberta Inc.

**“Fortis Terms and Conditions”** means the terms and conditions for distribution and system access service set out in Fortis’ Distribution Access Tariff and System Access Tariff as amended or replaced from time to time.

**“Indemnity Bond”** means a written undertaking of a financial institution on behalf of a Customer to cover any losses suffered by EEA arising from non-payment by the Customer of money the Customer owes to EEA.

**“Independent System Operator”** has the meaning provided in the EUA.

**“Irrevocable Letter of Credit”** means a financial institution’s letter of credit guaranteeing a Customer’s payment to EEA.

**“Landlord”** means (i) a Person who is the Property Owner of a property that is leased or rented or otherwise in the possession of another Person, called the Tenant; or (ii) a Person authorized to manage such a property on behalf of the Property Owner.

**“Load”** means Energy consumed by Customers together with allocated Losses and other unaccounted for Energy.

**“Losses”** means the Energy that is lost through the process of transmitting and distributing electric Energy.

**“Non-Regulated Rate Services”** means the various services, other than Regulated Rate Service, provided to a Customer by EEA and other Persons from time to time.

**“Non-Sufficient Funds”** means a reason provided by a financial institution for dishonouring a cheque, credit card or authorized withdrawal payments because the amount of funds available in the customer’s account with the financial institution is less than the attempted payment by cheque, credit card or authorized withdrawal.

**“Owner”** means the owner of a Distribution System.

**“Permissible Disconnection Period”** means

- (a) the period between April 16 to October 14 of any year, and
- (b) when the temperature will be above 0 degrees Celsius in the 24-hour period after the proposed disconnection.

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

**“Point of Service”** means the point at which EDTI or Fortis’ service conductors are connected to the wires or apparatus of a Customer.

**“Price Schedule”** means EEA’s Regulated Rate Tariff Price Schedules, approved by the Commission.

**“Property Owner”** means:

- (a) the registered owner of a parcel of land in the register maintained by the Registrar of Titles under the *Land Titles Act*; or
- (b) a person who has purchased the parcel from the person mentioned in sub clause (a) pursuant to an agreement for purchase and sale.

**“RRO”** means Regulated Rate Option.

**“RRO Regulation”** means the *Regulated Rate Option Regulation*, AR 262/2005 as amended from time to time.

**“Regulated Rate Service”** means:

- (a) arranging for the Exchange or purchase of Energy on behalf of a Customer in accordance with the RRO Regulation;
- (b) arranging for Distribution Access Service on behalf of a Customer in accordance with EEA’s Regulated Rate Tariff.

**“Regulated Rate Service Agreement”** means an agreement respecting Regulated Rate Service between EEA and a Customer in a form acceptable to EEA.

**“Regulated Rate Tariff”** means EEA’s Regulated Rate Tariff approved by the Commission for Regulated Rate Tariff Customers, including these RRT Terms and the Price Schedules.

**“Retailer”** means a “retailer” as defined in the EUA.

**“RRT Arrangement Agreement”** means the Agreement between EDTI and EEA, and Fortis and EEA for EEA to provide a RRT service to Eligible Customers in the EDTI and Fortis service area.

**“RRT Terms”** means these terms and conditions, as they may be amended from time to time.

**“Rule 003”** means *AUC Rule 003 Service Quality and Reliability Performance Monitoring and reporting for regulated Rate Providers and Default Supply Providers* as amended from time to time.

**“Security”** includes, but is not limited to, Deposit, Indemnity Bond or Irrevocable Letter of Credit acceptable to EEA.

**“Service”** means Regulated Rate Service.

**“Service Connection”** means all Facilities required for providing services up to the Point of Service.

**“Site”** means, in relation to a Service Connection for a Customer, the Point of Service for the Customer.

**“Tenant”** means any Person who has the use of or occupies a premises or property owned by another Person.

**“Transmission Tariff”** means, at any point in time, EDTI’s or Fortis’ tariff for the provision of System Access Service approved by the Commission and in effect at such time.

## **2.2 Conflicts**

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

If there is any conflict between these RRT Terms and a provision of the EUA, the provision of the EUA shall govern.

If there is any conflict between these RRT Terms and the corresponding Price Schedules, the Price Schedules shall govern.

### **2.3 Headings**

The division of these RRT Terms 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 RRT Terms.

### **2.4 Extended Meanings**

In these RRT Terms, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

### **2.5 Charges and Fees**

All rates, charges and fees referred to in these RRT Terms are as set out in the Price Schedule.

## **ARTICLE 3 – GENERAL PROVISIONS**

### **3.1 Effective Date**

These RRT Terms have been approved by the Commission in Decision 24034-D01-2019 and are effective as of August 1, 2019.

### **3.2 Customers Bound by Regulated Rate Tariff**

The Regulated Rate Tariff and Price Schedules approved by the Commission apply to each Customer. As a condition of accepting, using or receiving Regulated Rate Service, the Customer agrees to be bound by these RRT Terms and agrees to pay the rates, charges or fees applicable for such service, as prescribed in the Price Schedule whether the Customer signs a Regulated Rate Service Agreement or not. Each Customer is also bound by EDTI and/or Fortis' Distribution Tariff.

### **3.3 Modification of Regulated Rate Tariff**

No agent, employee or other representative of EEA is authorized to modify any provision or price contained in the Regulated Rate Tariff or to bind EEA to perform in any manner inconsistent with the Regulated Rate Tariff. Any request for the waiver or alteration of any part of the Regulated Rate Tariff must be filed with and approved by the Commission. EEA may make minor or routine changes by filing updated RRT Terms with the Commission.

### **3.4 Regulatory Approval and Amendment**

Other than minor or routine changes in accordance with Article 3.3, EEA may only amend the RRT Terms with approval of the Commission. Whenever the Commission approves an amendment to the RRT Terms or an amendment otherwise takes effect, the applicable section(s) of the RRT Terms will be revised to incorporate the amendments and the effective date of the amendments will be indicated in the revised section(s). The Commission will acknowledge the notice of the amendment to the RRT Terms within 60 days after such notice is filed, or the



Commission will direct a further process to deal with the requested changes as the Commission deems to be appropriate.

### **3.5 Applicable Taxes**

The Customer shall pay all taxes, fees or assessments that EEA is required to collect from time to time as required pursuant to any statute, regulation, or other governmental directive or order or decision of the Commission that applies to Regulated Rate Service.

### **3.6 Landlord Information**

EEA may require the Customer to indicate if the Customer is the Property Owner, Landlord or Tenant of the Site.

EEA will provide Landlords with the opportunity to register all Sites that they own or are responsible for such that in the case of a vacancy, the Landlord will automatically become the Customer of Record. This registration will not bind the Landlord to be responsible for past charges of a Tenant, incurred before the date of vacancy, unless specifically requested by the Landlord.

## **ARTICLE 4 – REGULATED RATE SERVICE**

### **4.1 Availability**

Service is available to Eligible Customers strictly in accordance with the Regulated Rate Tariff.

### **4.2 Requirements for Obtaining Regulated Rate Service**

A Customer who wishes to receive Service from EEA must apply over the phone, complete an application in writing, or apply electronically through the EPCOR website for Service at a Site notwithstanding that EEA may, at its sole discretion, put the Customer into service at a site for an account prior to the completion of the application. EEA requires notice that a Customer has taken possession of a Site such that EEA may issue a bill to the Customer. Failure to provide such notice may result in an administrative fee as set out in EEA's Price Schedules. EEA may require any Customer to provide a photo proof of identification or other documentation which confirms the commercial Customer's identity to become the Customer of Record. EEA may require proof from the Customer of the date the Customer took possession of the Site or took over responsibility for payment of the Service at the Site from the previous Customer of Record.

EEA requires at least three Business Days' prior notice to ensure a timely connection of Service at a Site. Expedited connection of Service is available on request and is subject to the payment by the Customer of any additional charges that EEA is obligated to pay on behalf of the Customer to EDTI or Fortis in relation to the expedited connection. EEA may declare at any time, that 30 days' notice is required to obtain Service, provided that the Customer is able to obtain electricity services during such 30-day notice period.

If EEA accepts a Customer's application, EEA will open an Account for the Customer for Service at the applied for Site and the Customer shall be the Customer of Record for the Site. The Customer will be responsible to pay to EEA all amounts charged to the Account from the time the

Customer of Record begins receiving service until the date the Account is closed as provided in Article 6.

#### **4.3 Refusal of Regulated Rate Service**

EEA reserves the right to refuse to provide Service when:

- (a) a previous Customer at the Site had a history of non-payment and EEA believes, on reasonable grounds, that the defaulting Customer would continue to occupy the premises located at the Site;
- (b) the Customer has not complied with the RRT Terms or the applicable provisions of the Regulated Rate Tariff;
- (c) the Customer has failed to provide the Security required by EEA;
- (d) EEA is not satisfied with the Customer's credit rating or credit history, unless the Customer has provided a deposit satisfactory to EEA in accordance with Article 5.1; or
- (e) the Customer has an outstanding balance with EEA for Service.

#### **4.4 Customer Information**

EEA is committed to protecting the personal information of its Customers. By establishing or maintaining an Account a Customer's consent is implied for the collection, use and disclosure of personal information only for the purpose of ongoing services and support, unless a Customer indicates otherwise in writing.

Complete details of EEA's privacy policy and practices are available online at [www.epcor.ca](http://www.epcor.ca), or in printed form by request of the Customer to EEA.

EEA may at any time request from a Customer, such information that EEA considers reasonably necessary to determine the Customer's credit history and credit risk. The requested information may include:

- (a) full name, address, telephone number (home, work, and cellular), birthdates to allow EEA to determine a Customer's credit rating,
- (b) financial information and credit references to aid in assessing credit-worthiness; and/or
- (c) other personal information to identify the Customer.

Customers returning from a competitive retail service or existing Customers may be required to provide the same information as new Customers.

#### **4.5 Customer Change of Name or Information**

The Customer must notify EEA as soon as reasonably possible of a change of name, mailing address or telephone number. Such notification shall be provided in writing if requested by EEA

#### **4.6 Failure to Provide Information**

If, after notice of a failure to provide sufficient information, and reasonable opportunity to

remedy any deficiencies, a prospective Customer or existing Customer fails to provide information requested in accordance with Article 4.4 and does not provide Security in accordance with Article 5, EEA may:

- (a) refuse to provide Service to the new Customer,
- (b) discontinue or request a disconnection of Service to the existing Customer, or
- (c) terminate the Customer as Customer of Record.

## **ARTICLE 5 – FINANCIAL SECURITY REQUIREMENTS**

### **5.1 Requirement for Security**

EEA may require a Security or an increase in Security from a Customer in circumstances it considers appropriate, including, without limitation, the following circumstances:

- (a) if the Customer or prospective Customer applying for service cannot demonstrate a satisfactory credit rating to EEA as outlined in Article 4.4 or the Customer has refused to provide credit information to EEA;
- (b) the Customer has paid two consecutive bills late, in accordance with Article 8.5, in any twelve-month period,
- (c) the Customer has issued more than one payment that has been returned for non-sufficient funds in any six-month period;
- (d) there has been more than a 50% increase in the Customer's average monthly consumption of Energy over the prior six-month period; or
- (e) the Customer was previously terminated as Customer of Record and requests a new connection or reconnection of service; or
- (f) the Customer's service was disconnected for non-payment by EEA and requests a reconnection of service.

### **5.2 Waiver of Security Requirement**

EEA may waive the requirement for Security by a Customer in the following circumstances:

- (a) where the Customer has a previous satisfactory credit history with EEA; or
- (b) where a result satisfactory to EEA is obtained from an external credit check; or
- (c) where the Customer provides to EEA an Indemnity Bond or Irrevocable Letter of Credit from a financial institution satisfactory to EEA.

### **5.3 Maximum Security**

The maximum Security EEA will require from a Customer under this Regulated Rate Tariff is equal to 30% of the annual total charge payable by the Customer, as reasonably estimated by EEA. At the discretion of EEA, EEA may allow an initial payment for a portion of the Deposit and payment of the remainder of the Deposit over a reasonable time period.

### **5.4 Use of Security for Non-Payment**

At the discretion of EEA, a Security provided by a Customer, or a portion thereof may be applied against any amounts owed for Service. At the discretion of EEA a new Security may be assessed in this case.

### **5.5 Return of Security**

A Security provided by a Customer will be returned to the Customer or credited to the Account in case of a Deposit, after the Customer has demonstrated satisfactory credit history over a period of twelve (12) consecutive months. Where a Customer's Service is terminated and the Customer's Account is closed, and any outstanding amount remains, the Deposit will be applied to the balance owing by the Customer to EEA.

### **5.6 Interest Payable on Deposits**

Interest will be paid on Deposit at the end of each calendar year or when the Customer's Account is closed. Interest will be calculated using simple interest on the daily balance of any cash deposit held by EEA in respect of the Customer. The interest rate applicable for each year will be the interest rate specified under the *Residential Tenancies Act*.

## **ARTICLE 6 – CLOSING AN ACCOUNT**

### **6.1 Notice to End Service at a Site**

Subject to Article 6.2, a Customer may end Service at a Site by giving EEA notice to end the Service. In order to end service at a site on a specified date, EEA requires at least three Business Days' prior notice. EEA may request proof that the Customer will no longer be responsible for the Site after that date. If a final meter reading is taken, the Customer will pay EEA all charges for a final meter reading incurred by EEA in accordance with EDTI or Fortis' Distribution Tariff.

### **6.2 Notice to Transfer to an Unregulated Retailer**

A Customer transferring to an unregulated retailer must provide EEA with 30 days' notice prior to the intended transfer date, such notice to be in effect for 60 days.

### **6.3 Relocation of Customer**

If the Customer wishes to continue to receive Service but to relocate from their current Site to a new Site, for example, as in the case of a move of residence, the Customer must notify EEA at least three Business Days prior to the Customer's requested relocation date. EEA may request proof that the Customer will no longer be responsible for the original Site after the relocation

date. If a final meter reading is taken at the previous Site, the Customer will pay EEA all charges for a final meter reading incurred by EEA in accordance with EDTI or Fortis' Distribution Tariff.

#### **6.4 No Assignment**

Service under the Regulated Rate Tariff is not assignable. The benefits and obligations of any service shall begin when EEA commences to supply Service, and shall enure to the benefit of and be binding upon the Customer's respective heirs, personal representatives, and successors.

This limit on assignment is not intended to infringe on or limit the right of the Customer to sell, remove or otherwise lawfully dispose of Customer's property, subject to the termination clauses of these RRT Terms. Upon termination, any outstanding balances will remain the obligation of the Customer.

#### **6.5 Refund Cheques**

EEA will issue a refund cheque when an Account is closed if, after all amounts due are paid, there remains a credit balance of \$5.00 or more on the Account.

#### **6.6 Termination of Customer of Record**

EEA may, at its sole discretion, terminate the Customer as Customer of Record where the Customer fails to comply with Article 4.6, 5.1 or 8.1 but only after following the processes set out in Articles 8.3 and 8.12, and where EDTI or Fortis is unable to disconnect the Customer's Service Connection.

### **ARTICLE 7 – MEASUREMENT OF ENERGY CONSUMPTION**

#### **7.1 Measurement Provided by EDTI and Fortis**

EDTI and Fortis provide to EEA under their Distribution Tariffs meter readings and estimates of consumption of Energy by Customers. Billings to Customers under these RRT Terms shall be based on those meter readings and estimates. EEA assumes no liability to the Customer for meter readings and estimates provided by EDTI and Fortis.

#### **7.2 Meter Testing**

If a Customer believes the meter to be in error, the Customer will arrange to have the meter tested by EDTI or Fortis. The Customer will pay EEA all charges for meter testing incurred by EEA in accordance with EDTI or Fortis' Terms and Conditions and associated Price Schedules.

## **ARTICLE 8 - BILLINGS AND PAYMENT**

### **8.1 Billing Practices**

EEA does not require payment for Service in advance, except where a deposit is required in accordance with these RRT Terms. EEA will bill in accordance with Commission directives on billing processes and quality.

Payment for charges for Regulated Rate Services must be received within 20 days of the statement date as noted on the Customer's bill.

Once per month, or within a time period reasonably close to a month, EEA will send a Customer a bill for Service provided to the Customer during the previous month, or an amount of time reasonably close to a month, calculated in accordance with the Price Schedules. The bill may be combined with a bill for other services that are not subject to the RRO Regulation provided to the Customer by EEA. In the event that a Customer does not provide EEA with notice in accordance with Article 4.2, the issuance of the bill may be delayed. The Customer's obligation to pay the amount set out in the bill shall continue despite any failure of EEA to provide a bill in a timely fashion. EEA will not issue bills for charges pertaining to periods greater than 12 months prior to the billing date except in circumstances outside of EEA's control.

### **8.2 Responsibility for Payment after Account Closure**

The Customer is responsible for payment for all Services provided to the Customer up to the time EEA has closed the Account and until payment for final charges for any applicable non energy, consumption and Distribution and Transmission Tariffs has been made. If a Customer's Service is discontinued by EEA or disconnected under the EDTI or Fortis' Terms and Conditions or if a Customer is terminated as the Customer of Record, the Customer is responsible for payment for all Regulated Rate Service provided to the Customer up to the time of such discontinuation or disconnection or termination as the Customer of Record, for any Distribution and Transmission Tariffs incurred by EEA in accordance with EDTI or Fortis' Terms and Conditions up to and after the disconnection or discontinuance date or termination as the Customer of Record, for any applicable non-energy charges and until payment for final charges for consumption, Distribution and Transmission Tariffs and any applicable non-energy charges has been made.

### **8.3 Responsibility to Pay and Remedies for Non-Payment**

Subject to Article 8.1 and 8.2, each Customer shall pay the full amount of any bill issued by EEA by the due date specified on the bill, without prejudice to the Customer's right to contest any rate or fee charged. A failure to pay any amount billed by EEA with the exception defined in Article 10.1 shall be a default of payment under these RRT Terms and the Customer shall be subject to EEA's collection policies as outlined in this Article 8.3 and to the discontinuance or termination of Service and disconnection of the Customer's Service Connection(s) as provided under this Article 8.3.

Without limitation of other remedies available to it, EEA may take one or more of the following actions should the Customer fail to pay billed amounts in full on time:

- (a) request a Deposit or an increased Deposit;
- (b) provide notice to the Customer that payment has not been received, and stipulating the timing for future action if payment or other arrangements are not made;

- (c) provide notice indicating pending notice of disconnection and timing of disconnection action;
- (d) subject to limitations on disconnection outlined in applicable laws, initiate disconnection;
- (e) use collection agencies; and
- (f) take legal action.

Prudent and reasonable collection costs incurred by EEA may be added to the Customer's bill. If a Customer has any unpaid charges or other amounts owing on any of its current or previously held Accounts, the debt may be transferred to any other Service Account held by the same Person as the Customer and any Security held in respect of such Account may be applied against the unpaid charges.

#### **8.4 Adjustments to Bills**

Bills rendered by EEA shall contain the information prescribed in applicable legislation. Bills rendered by EEA under these RRT Terms may be adjusted from time to time to, among other things, reflect adjustments by EDTI and Fortis under their Distribution Tariff and EEA will issue charges or credits as appropriate to affected Customers.

#### **8.5 Late Payment Charge**

If a Customer does not pay a bill in full by 20 days after the statement date specified on the bill, subject to disputed charges as outlined in Article 10, the payment will be considered late and a late payment charge may be applied. The Customer will be liable to pay to EEA, in addition to the amount of the bill, a late payment charge equal to 2.5% of the unpaid amount of the bill that applies to the current billing period. The outstanding unpaid amount, including the late payment charge, shall be added to the charges that become due and payable in the next bill. Should the bill remain outstanding after the due date, EEA may commence collection action in accordance with Article 8.3. In addition, EEA may require Security or an increase in the amount of an existing Security. If considered to be interest payable for credit advanced, then the late payment charge is equivalent to a maximum yearly rate of 45.6%.

#### **8.6 Restoration of Regulated Rate Service**

In order for Service to be restored after it has been discontinued or disconnected for non-payment, the Customer must pay all outstanding charges in full. EEA will apply a reconnection fee prescribed in the EEA Price Schedule, and EDTI and Fortis Distribution Tariffs after Service restoration. The Customer may be required to provide Security to EEA. At EEA's discretion, EEA may allow the Customer to make payment arrangements to settle arrears amounts over a reasonable amount of time.

#### **8.7 Partial Payments**

Partial payments on an Account will be applied to the unpaid amounts (including amounts for any other services not included in Services) outstanding on the oldest bills. If a payment does not cover the total unpaid amount outstanding on a bill, and the bill includes charges for both Service and any other service, then the payment will be applied to the unpaid charges for Service and any other service pro rata, on the basis of the respective amounts for those charges.

## **8.8 Over Payments**

If the Customer pays EEA an amount in excess of what is owed to EEA, the excess amount will be carried as a credit balance on the Customer's Account and applied to bills for future Services unless the Customer requests a refund. Interest will not be paid on a credit balance.

## **8.9 Legal Tender**

EEA accepts the legal tender of Canada as defined in the *Currency Act*, S.C 1985, C-52 for payments. EEA may refuse to accept payment when the Customer attempts to make payment by a cheque drawn on a form other than a bank cheque. EEA follows the coin acceptance limitations specified in the *Currency Act*, S.C. 1985, c. C-52 as follows:

Payment in coin may be made to the maximum amount of:

- Forty dollars if the denomination is two dollars or greater but does not exceed ten dollars,
- Twenty-five dollars if the denomination is one dollar,
- Ten dollars if the denomination is ten cents or greater but less than one dollar,
- Five dollars if the denomination is five cents, and
- Twenty-five cents if the denomination is one cent.

## **8.10 Other Occupants' Liability for Payment and Change of Customer of Record**

Where the Customer of Record for a Site has vacated the premises where the Site is located or defaulted on payment of a bill for Service, other occupant(s) of the premises who continue to receive Service shall be deemed to be the Customer(s) of Record and shall be liable for payment for Services provided in accordance with the Regulated Rate Tariff.

When a prospective Customer is applying for Service or an existing Customer of Record has applied for and received Service at a Site and the preceding Customer of Record for the Site has a history of non-payment, EEA may request the prospective Customer or the current Customer of Record to provide additional information requested by EEA to determine the identity, organization and/or control of the Person(s) occupying the Site, including, but not limited to, lease agreements and records describing the organization and control of business entities occupying the Site.

## **8.11 Owner's Liability for Payment**

In circumstances where:

- (a) there is no Customer of Record registered on the accounting records of EEA; and
- (b) there are no other occupants of the Site who continue to receive Service,

the Property Owner shall be deemed to be the Customer of Record and shall be liable for payment for Services provided in accordance with the Regulated Rate Tariff until the date a new Customer of Record is determined by EEA provided that a rural Property



Owner will not be deemed to be the Customer of Record or made responsible for paying Regulated Rate Tariff charges related to Service for an energy company's oil and natural gas facilities located on the rural Property Owner's site or sites unless the rural Property Owner directly requested the Service or will receive a benefit from the continuation of the Service. The Property Owner when deemed to be the Customer of Record under this provision shall be liable for all charges relating to identifying, searching for and contacting the Property Owner as a result of there being no Customer of Record for the Site.

#### **8.12 Disconnection of Service by EEA**

EEA must not request the disconnection of a Customer unless

- (a) the Customer requests the disconnection;
- (b) the Customer's account is in arrears and the disconnection will occur within the Permissible Disconnection Period;
- (c) the Customer is receiving electricity service but fails to provide information or provides incorrect information for billing purposes and the disconnection will occur within the Permissible Disconnection Period; or
- (d) the premises or property served by a Site reasonably appears to be vacant or unoccupied.

EEA must not refer a Customer to a credit agency unless the Customer's account is in arrears.

EEA must not provide written notice of:

- (a) a pending disconnection except for the reasons set out in section 8.12 (b) – (d), or
- (b) a pending referral to a credit agency unless the Customer's account is in arrears.

#### **8.13 Lost Bills**

If a Customer's bill is lost or not received, the Customer should contact EEA to determine the amount owed. Failure to receive a bill does not release a Customer from the obligation to pay the amount owing to EEA. EEA may in its discretion apply the late payment charge according to Article 8.5, in circumstances where a Customer requires a duplicate copy of the bill.

#### **8.14 Responsibility for Collection Costs**

Recovery of any balance on a Customer's bill that has not been paid by the date that payment is due in accordance with Article 8.1, may be referred to a collection agency or other legal action taken to collect the outstanding amount.

Prudent and reasonable collection costs incurred by EEA, including external legal and collection fees, will be added to the Customer's bill.

#### **8.15 Dishonoured Payments**

In addition to any late payment charge under Article 8.5 of these RRT Terms, a Customer whose payment is dishonoured shall pay the charge as specified in the Price Schedule.

A Customer will be charged a fee in accordance with the Price Schedule for each payment dishonoured for Non-Sufficient Funds. A dishonoured payment may trigger immediate collection action which could lead to disconnection of the Customer's Service Connection(s) as provided under Article 8.3. In addition, a Customer may be assessed a security deposit under Article 5.1. A dishonoured payment may include, but is not limited to cheques, credit cards or authorized withdrawal payments.

## **ARTICLE 9 - RESPONSIBILITY AND LIABILITY**

### **9.1 Requirements in the EUA**

In addition to any rights and obligations contained in these RRT Terms, EEA and the Customer are bound by the EUA and other applicable legislation.

EEA shall maintain security standards, including control of access to data and other information, consistent with applicable legislation and business practice in the industry.

### **9.2 Interruption of Regulated Rate Service**

EEA does not own or operate the Distribution System or any other part of the AIES and does not guarantee continuous Service.

### **9.3 Force Majeure**

EEA is relieved of its obligations under its Regulated Rate Tariff and these RRT Terms, and shall not be liable for any failure to perform any service under the Regulated Rate Tariff or any term of these RRT Terms to the extent that and when such failure is due to, or is a consequence, any event of Force Majeure.

Should a residence or business being served be suspended or discontinued, due to fire or other causes beyond the control of the Customer, any services, and related fees and charges except pass through charges from Owners, upon request by the Customer, shall become inoperative until business is resumed, except for unbilled amounts due EEA for Service already provided, at which time any Service and related fees shall again become operative. Upon resumption of Service, the Customer's credit standing with EEA will be no worse than it was prior to the suspension of Service.

### **9.4 Limitation on EEA Liability to Customer**

Except for direct physical loss, injury or damage to a Customer or the Customer's property resulting from the negligence or wilful misconduct of, or breach of these RRT Terms by EEA or its employees or agents or contractors acting within the scope of their employment, EEA shall not be liable to a Customer, whether in tort, contract, strict liability or otherwise, for any loss, damage, expense, charge, cost or other liability of any kind suffered or incurred by the Customer arising out of or in any way connected with any interruption, defect, irregularity, failure, curtailment or reduction in Service. Under no circumstance or for any reason shall EEA be liable for any loss, injury or damage of an indirect, special, exemplary, punitive or consequential nature including, without limitation, loss of revenues, loss of profits, loss of earnings, loss of contract,

loss of opportunity, cost of capital, business interruption, claims of a Customer, Customer's customers, contractors or other third parties or any other similar loss, damage, expense, cost or liability whatsoever, whether or not any such loss, damage, expense, cost or liability was foreseeable. Any claim by a Customer for loss, injury or damage, must be filed with EEA within **two years** from the date of occurrence of the incident that is the subject of the claim, failing which EEA shall have no liability to the Customer for any such loss, injury or damage.

## **9.5 Distribution Tariff**

Each Customer shall be responsible for the Service Connection to a Site to permit the Customer to receive Regulated Rate Service. As a condition of receiving Regulated Rate Service, each Customer agrees to be bound by, and shall comply with, all provisions of the Distribution Tariff applicable to the Customer. At the request of EEA, a Customer will enter into an agreement with EDTI or Fortis confirming that the Customer is bound by the applicable provisions of the Distribution Tariff.

## **9.6 Indemnification by Customer**

Each Customer shall indemnify and hold EEA and its employees, agents and contractors harmless from and against any claim for any loss, damage, expense, charge, cost (including legal fees), fine, penalty or other liability of any kind suffered or incurred by EEA (including charges or liability arising under EDTI's and Fortis' Tariff) arising out of or in any way connected with any failure by the Customer or its Facilities to comply with any of the provisions of EDTI or Fortis' Distribution Tariff applicable to the Customer or its Facilities or any legal or regulatory requirement related to Distribution Access Service required to be complied with by the Customer. Without limiting the generality of the foregoing, the Customer shall be liable to compensate EEA for any costs, expenses or liabilities that it incurs under the provisions of any Owner's terms and conditions arising out of or connected with any action or inaction of the Customer related to Service.

## **9.7 EEA Indemnification**

EEA shall indemnify and hold a Customer harmless from and against direct physical loss, injury or damage to the Customer or the Customer's property resulting from the negligence or wilful misconduct of EEA or its employees, agents or contractors acting within the scope of their employment or breach of these RRT Terms. For the purpose of this Article 9.7, "direct physical loss, injury, or damage" shall not include any loss, injury or damage of an indirect, special, exemplary, punitive or consequential nature including, without limitation, loss of revenues, loss of profits, loss of earnings, loss of contract, loss of opportunity, cost of capital, business interruption, claims of a Customer's customers, contractors and other third parties or any other similar loss, damage, expense, cost or liability whatsoever, whether or not any such loss, damage, expense, cost or liability was foreseeable. Any claim by a Customer for indemnity for loss, injury or damage, must be filed with EEA within **two years** days from the date of occurrence of the incident that is the subject of the claim, failing which EEA shall have no obligation to indemnify the Customer for any such loss, injury or damage.

## **9.8 EEA Service Guarantee**

### **9.8.1** EEA shall provide a credit of \$150 to a Customer who is subject to one of the following errors made by EEA, in accordance with Rule 003:

If EEA provides written notice of:

- (1) a pending disconnection for any reason other than:
  - (a) the Customer's account is in arrears and the disconnection will occur within the Permissible Disconnection Period;
  - (b) the Customer is receiving Regulated Rate Service but fails to provide information or provides incorrect information for billing purposes and the disconnection will occur within the Permissible Disconnection Period;
  - (c) the premises or property served by a Site reasonably appears to be vacant or unoccupied.
- (2) a pending referral to a credit agency when the Customer's account is not in arrears.

**9.8.2** Payment of the \$150 credit will not be provided where no error has been made by EEA, and in particular the credit shall not be provided in the following circumstances:

- (1) EEA's written notice of pending disconnection [or pending referral to a credit agency] was not issued in error, and such notice and the customer's payment crossed in the mail.
- (2) EEA's written notice of pending disconnection [or pending referral to a credit agency] was not issued in error, and such notice was in mail transit at the time the customer made or attempted to make payment by visiting the premises of an authorized payment acceptance establishment, such as a bank, trust company or credit union.
- (3) The electric distributor disconnected a customer in error, rather than as instructed by EEA.
- (4) EEA's written notice of pending disconnection [or pending referral to a credit agency] was not issued in error, and such notice was properly mailed, but the customer did not pick up the mail from locations such as a post office, super mail box, or home mail box.
- (5) EEA's written notice of pending disconnection [or pending referral to a credit agency] was not issued in error, and such notice was undelivered by the mail delivery service.
- (6) The customer attempted to make payment to the person dispatched by the electric distributor to disconnect the service, where such disconnection was not made in error, but that person was not authorized to accept payment.

## **ARTICLE 10 - DISPUTE RESOLUTION**

Without limiting any party's right under the EUA or to make complaints to the Commission, both parties, acting in good faith shall endeavour to resolve differences prior to taking any action to the Commission. Customers are encouraged to contact EEA first with any issues prior to escalating the issue to the Utilities Consumer Advocate or the AUC.

## **10.1 Disputed Charges**

The Customer has the right to dispute any charge shown on the Customers' bill by contacting EEA either in writing or by telephone. EEA will investigate all disputes and make any adjustments EEA determines appropriate. If the dispute is within EEA's control and is not resolved within 30 calendar days from the notice, the Customer may escalate the dispute as provided in Articles 10.2 and 10.3 and the Customer will not be required to pay any charges for the disputed period that are in excess of the average monthly bill of the Customer as reasonably determined by EEA. The Customer will be responsible to pay all past and future charges while the specific charge in dispute is being resolved. Any outstanding disputed amount shall be due and payable within 10 Business Days of resolution. No additional charges intended as compensation for the dispute resolution process will be applied to disputed amounts.

## **10.2 Resolution by EEA and Customers**

If any dispute between EEA and a Customer arises at any time in connection with the RRT Terms, EEA and the Customer, acting reasonably and in good faith, shall use their reasonable efforts to resolve the dispute as soon as possible in an amicable manner. If the dispute cannot be otherwise resolved pursuant to this Article 10.2, a representative of EEA and the Customer shall attempt to resolve the dispute through telephone, written communication or meeting.

During the course of a dispute that has been escalated to the AUC in accordance with Article 10.1 EEA shall not terminate or suspend Service for reasons of the escalated dispute, but may terminate or suspend Service if the Customer is in contravention of other aspects of the RRT Terms or is in violation of EDTI's or Fortis' terms and conditions.

## **10.3 Resolution by a Third Party**

If any dispute had not been resolved pursuant to Article 10.2 within a reasonable time, EEA and the Customer may pursue the matter with the AUC if the matter is within the AUC's jurisdiction or pursue in Alberta any remedies available to them under applicable laws, including arbitration pursuant to the *Arbitration Act (Alberta)*.

## **ARTICLE 11 - MISCELLANEOUS**

### **11.1 Compliance with Applicable Legal Authorities**

EEA and the Customer are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, all existing or future orders or other actions of the AUC, Independent System Operator or other governmental authorities having applicable jurisdiction. Neither EEA nor the Customer will be required to violate, directly or indirectly, or become a party to a violation of any requirement of the Independent System Operator or any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide or receive Regulated Rate Service. EEA's obligation to provide Service is subject to the condition that all requisite governmental and regulatory approvals for the provision of Service will have been obtained and will be in force during the period Service is provided.

## **11.2 No Waiver**

The failure of EEA or a Customer to insist on any one or more instances upon strict performance of any provisions of the RRT Terms, or take advantage of any rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No provision of the RRT Terms shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by EEA or a Customer claimed to have waived or consented to excuse.