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# Retailer Guide

• A Retailer's Handbook for Electric Distribution Service •

Revised September 2023

The content of this manual is furnished for informational use only, and is subject to change without notice. While every precaution has been taken in the preparation of this reference manual, ATCO Electric Ltd. assumes no liability for errors or omissions, or damages resulting from the use or reliance upon the information contained herein.

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## **Chapter 1 Introduction**

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This Guide was developed by ATCO Electric ("AE" the Company) to be used by Retailers and Self-Retailers who have entered into a Retail Service Agreement with the Company for Electric Distribution Service in accordance with the Electric Utilities Act and the Regulations made there under. This Guide also applies to any party acting as an Agent on behalf of the Retailer(s) or Self-Retailer(s) for transactions including, but not limited to, retail billing and load settlement. This Guide is intended to provide an overview of ATCO Electric's business processes and includes descriptions of common industry standard transactions in order to effectively deal with the Company or a Rural Electrification Association (REA) in its service area. Understanding the procedures described in this Guide will allow for better interaction with ATCO Electric and benefit all customers purchasing their energy requirements from Retailers, or for Self-Retailers (or their Agents) who choose to purchase energy services for their own use.

This Guide serves as a companion to the Company's Retailer Terms and Conditions, which defines the relationship between the Company, as an Owner, and Retailers, Self-Retailers and Agents. The Company's Terms and Conditions and this Guide can be accessed at ATCO Electric's website at: [www.atco.com](http://www.atco.com).

ATCO Electric is committed to following the practices outlined in this Guide in order to provide a consistent framework for dealing with Retailers, Self-Retailers and Agents. However, as these practices will likely not cover every situation that arises, it may be necessary to deviate from the Guide in certain circumstances. The Company reserves the right to modify this Guide, from time to time and without notice, to reflect changes to the electric utility industry or the changing needs of industry participants.

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## **Chapter 2 ATCO Electric at a Glance**

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### **2.1 About ATCO Electric**

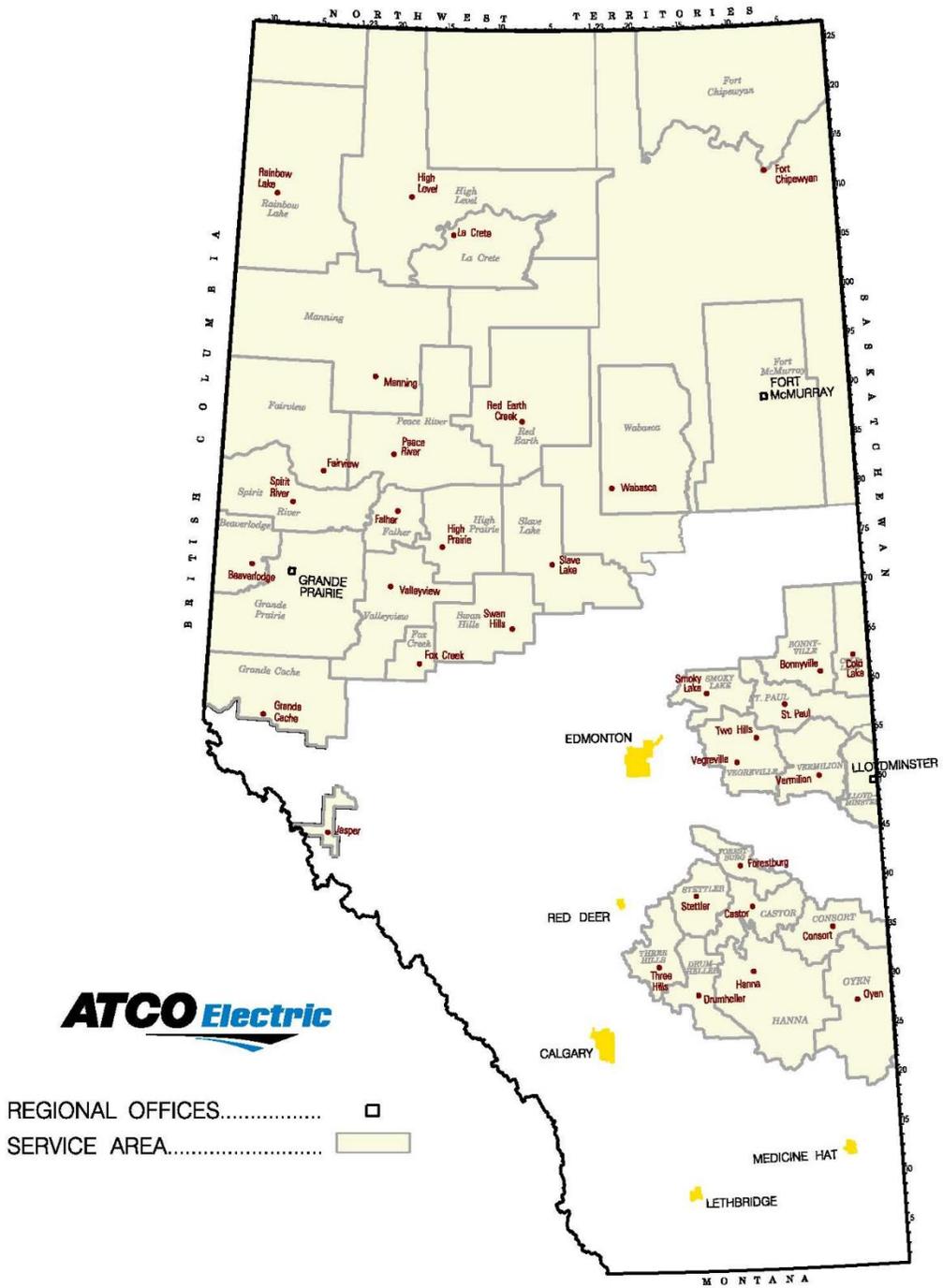
ATCO Electric develops regulated distribution and transmission projects and plays a key role in the development of Alberta's industrial sector. Headquartered in Edmonton with 38 offices throughout its service area, ATCO Electric serves nearly 225,000 customers in energy rich northern and east-central Alberta.

With 70 years' experience and more than 2,000 employees serving 45 communities, the company builds, operates and maintains a safe, reliable system of approximately 10,000 km of transmission lines and 62,000 km of distribution lines. In addition, ATCO Electric operates approximately 10,000 km of distribution power lines on behalf of 24 Rural Electrification Associations in its service territory.

ATCO Electric is part of the ATCO Group of companies. The Alberta-based ATCO Group is one of Canada's premier corporations. Visit the website at [www.atco.com](http://www.atco.com) for more information.

## 2.2 Service Area Map

The map below shows ATCO Electric's service area as established by the AUC pursuant to the Hydro and Electric Energy Act.



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## **2.3 Contact Information**

Contact information is subject to change. ATCO Electric's web site at [www.atco.com](http://www.atco.com) may have more recent information.

### **2.3.1 General Customer Inquiries**

Customer Assistance Centre  
Phone: 1-800-668-2248  
Fax: (780) 420-7511

### **2.3.2 Retailer and Agent Inquiries**

Email: [electricretailerservices@atco.com](mailto:electricretailerservices@atco.com)  
ATCO Electric Limited  
10035 - 105 Street NW  
Edmonton, Alberta T5J 2V6

### **2.3.3 Retailer Credit and Prudential Management**

Email: [Credit@atco.com](mailto:Credit@atco.com)  
ATCO Electric Limited  
10035 - 105 Street NW  
Edmonton, Alberta T5J 2V6

### **2.3.4 Retailer Transactions, Billing and Compliance Testing**

Email: [ElectricCustomerCare@atco.cul.ca](mailto:ElectricCustomerCare@atco.cul.ca)

### **2.3.5 Industry/Regulatory Contacts**

Email: [electricretailerservices@atco.com](mailto:electricretailerservices@atco.com)  
ATCO Electric Limited  
10035 - 105 Street NW  
Edmonton, Alberta T5J 2V6

### **2.3.6 PFAM and PFEC Claims**

Email: [ElectricCustomerCare@atco.cul.ca](mailto:ElectricCustomerCare@atco.cul.ca)

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## **Chapter 3 Terminology and Definitions**

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"Agent" means a person who performs functions including, but not limited to, exchanging customer choice transactions with the Company on behalf of a Self-Retailer or Retailer;

"AESO" means the Alberta Electric System Operator;

"AMR" means automated meter reading;

"Alberta Tariff Billing Code" means the standards for communicating site specific distribution and transmission charges and usage information. See AUC Rule 004 "Tariff Billing Code";

"AUC" means Alberta Utilities Commission;

"Company" means ATCO Electric Ltd. or its successor;

"Critical Facility Codes" means standard identification codes that specify the type and characteristic of facility connected to the Company's electric distribution system;

"CSV" means comma separated values;

"Customer Guide to New Extensions" means a guide to help customers who need electric service extended to a new or expanded site. It outlines the basic process ATCO Electric follows to design and build such extensions, including the development of the customer's Electric Service Agreement to recover costs from the customer;

"Customer Switch Advice (CSA)" means the Tariff Billing Code transaction that a retailer submits to a distributor to cause a usage split within a Tariff Bill File;

"Digital Certificate" means an electronic signature used to establish a secure electronic connection for communication purposes;

"Distribution Tariff" means a distribution tariff prepared by the Company in accordance with the Distribution Tariff Regulation, as amended from time to time;

"Electric Distribution Service" means the service required to transport electricity to customers by means of an electric distribution system;

"Electric Service Agreement" means an agreement for the provision of a Service Connection pursuant to the Terms and Conditions for Distribution Service Connections, between the Company and a customer;

"Electronic Funds Transfer Agreement (EFT)" means an agreement to transfer money for the purpose of payment by secure electronic means;

"Historic Usage Procedures" means the industry standard process for requesting and processing site-specific historic usage and demand information for given historic usage periods. See AUC Rule 010 "Rules on Standards for Requesting and Exchanging Site-Specific Historic Usage Information for Retail Electricity and Natural Gas Markets";

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*"Independent System Operator (ISO)"* means the corporation established pursuant to Section 7 of the *Electric Utilities Act*, S.A. 2003, c. E-5.1, and carrying out the name of "Alberta Electric System Operator" or "AESO";

*"Interval Data Meter (Time of Use)"* means a meter that records power in kilowatts (kW) usually at 15 minute or one-hour intervals. This type of meter is standard in customer applications above 500 kW;

*"Load Profile"* means a series of load or consumption amounts for each interval over a particular time period;

*"Meter Data Manager (MDM)"* means the entity responsible for collecting meter data, correcting and validating interval meter data, storing historic data, and reporting load and consumption data and times to appropriate parties;

*"Point of Service"* means the point at which the Company's or REA's service conductors are connected to the conductors or apparatus of a customer;

*"Preauthorized Payment Agreement (Authorization)"* means an agreement between the Company and Retailer or Self-Retailer to allow for automatic withdrawal of payments from the Retailer's account;

*"Profile Class"* means the specified load profile applicable for the settlement of a site;

*"REA"* means an incorporated Rural Electrification Association;

*"Retail Service Agreement"* means an agreement between the Company and a Retailer, or Self-Retailer for the provision of Electric Distribution Service pursuant to the Retailer Terms and Conditions;

*"Retailer"* means a person, a party or entity who sells or provides Electricity Services directly to Customers and who is entitled to enroll Customers for Electric Distribution Service under the Company's Retailer Terms and Conditions, and includes the Default Supplier, the person with which the Company has made arrangements to provide the Regulated Rate Tariff to eligible Customers;

*"Retailer Identification"* means the unique number assigned by the ISO to a Retailer and which appears on all transactions for that retailer;

*"Retailer Terms and Conditions for Electric Distribution Service"* means the document approved by the AUC that sets out the requirements to enable Retailers to acquire access to the Company's (or an REA's) electric distribution system for the purpose of allowing them to sell electricity services directly to end-use customers;

*"RRR"* means the Roles, Relationships and Responsibilities Regulation as amended from time to time;

*"Self-Retailer"* means a person, a party or entity carrying out Retailer functions to obtain Electricity Services solely for its own use;

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"*Service Connection*" means the facilities required to physically connect the customer's facilities to the Company's distribution system to permit the customer to obtain Electric Distribution Service;

"*Settlement System Code (SSC)*" means the specification, standards, methods, calculations and conventions established under the AESO Rules for load settlement;

"*Site Identification Number (Site ID)*" means a unique identification number assigned by the Company for each unique Point of Service;

"*Tariff Billing Code*" see "Alberta Tariff Billing Code";

"*Tariff Billing File (TBF)*" means an electronic file containing site-specific tariff charges, usage, and demand information for given tariff bill periods and applicable site specific one time charges;

"*VLTrader™*" means a software product adopted by industry participants in the province of Alberta for the purpose of securely transferring the standard files;

"*Wire Owner (Owner)*" means the owner of an electric distribution system.

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## Chapter 4 Alberta's Electricity Marketplace

A brief overview of the roles and responsibilities of the various players in key segments of the industry follows.

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Alberta's electricity industry is divided into three key segments: Generation, Transmission and Distribution. Generation of electricity is a deregulated market while Transmission and Distribution are regulated by the AUC. A brief overview of the roles and responsibilities of the various players in key segments of the industry follows.

### **(1) Generation (or the production of energy)**

Generation is supplied by independent, non-regulated generators who sell their power through the Alberta Electric System Operator (AESO). The AESO is the market for energy traded in Alberta and declares the hourly price for electricity and maintains the balance between the supply and demand. The AESO and the utility companies in the province work together to manage system reliability and system support services (such as frequency and voltage control) and maintain the stable and reliable operation of the Alberta interconnected power system.

### **(2) Delivery**

**Transmission** - ATCO Electric owns and maintains the high-voltage lines (transmission facilities) within its service area, the operation of these facilities is done in conjunction with the Alberta Electric System Operator (AESO). The AESO ensures access to the transmission system is provided in an open, fair and non-discriminatory manner so that all power producers have access to the provincial grid on comparable terms. Transmission facilities are defined by the Electric Utilities Act as facilities operating in excess of 25,000 volts. For a more descriptive definition, please refer to the Electric Utilities Act located on the Alberta Government's website at: <https://open.alberta.ca/publications/e05p1>.

**Distribution** - ATCO Electric, as a wire services provider and wire owner for customers in its service area, is responsible for the reliable and safe delivery of electricity to end-use customers. ATCO Electric enables retailers to have access to its electric distribution system so retailers can sell electricity directly to customers. ATCO Electric develops tariffs for the use of the system, makes arrangements for the use of transmission facilities with the AESO, looks after operations and maintenance of the distribution system and connects/disconnects customers. In order to facilitate transactions with retailers, ATCO Electric undertakes load settlement used in the settling of the exchange of electric energy.

A wire services provider does not necessarily need to own the distribution facilities - the owner can be a municipality or a Rural Electrification Association (REA) serving a particular service area. Owners can authorize another company to carry out the functions of a wire services provider or they can elect to do so themselves. In ATCO Electric's service area, most REA's have contracted with ATCO Electric to act as their wire services provider.

For a definition of an electric distribution system, refer to the Electric Utilities Act and for more information on the services that ATCO Electric provides customers, refer to *Roles, Relationships and Responsibilities Regulation, A.R. 169/2003* and other applicable regulations developed by Alberta Energy. These references can be accessed at: <https://www.alberta.ca/alberta-electricity-overview>

### **(3) Buying Energy**

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In the Alberta's electricity marketplace, end-use customers can buy electricity from retailers, or can carry out retailer functions (self-retail status) to obtain electricity services for their own use. Energy is delivered to end-use customers in ATCO Electric's service area via ATCO Electric's or an REA's electric distribution system. Retailers compete for customers and ensure that they have the appropriate arrangements with customers necessary to provide energy service. It is the retailer's responsibility to purchase electricity from the AESO and for arranging delivery of electricity to its customers. Customers who choose to self-retail can also purchase electricity from the AESO for their own use.

Retailers, self-retailers agents and any other party carrying out customer choice transactions with the company must fulfill a number of requirements to the satisfaction of ATCO Electric before the company provides Distribution Access Service. These requirements are discussed in the Retailer Guide and the company's Retailer Terms and Conditions located on ATCO Electric's website at:

<https://electric.atco.com/en-ca/products-services-rates/rates-billing/regulatory.html>

#### **(4) Agency**

A retailer or self-retailer who chooses not to perform all of the customer choice transactions with the company may make an arrangement to have a third party act as its agent to perform functions such as retail billing and load settlement. Agents must ensure the appropriate contractual arrangements are made to recognize this unique business relationship and meet any applicable regulations and guidelines.

#### **References and Readings**

Below are suggested references and literature that provide a comprehensive overview of the structure within the Alberta electricity industry and information on the company's tariffs.

##### **(a) ATCO Electric Distribution Tariff**

- ❑ *Distribution Tariff Price Schedules*
- ❑ *Retailer Terms and Conditions (Retailers)*
- ❑ *Terms and Conditions for Distribution Service Connections (Wires)*
- 🖨 [www.atco.com](http://www.atco.com)

##### **(b) Customer Guide to New Extensions**

This guide is designed to help customers who need electric service extended to a new or expanded site. It outlines the process ATCO Electric follows to design and build an extension, including the development of an Electric Service Agreement.

🖨 [www.atco.com](http://www.atco.com)

##### **(c) Power Producers**

Information to assist with the interconnection of generators and micro generators to ATCO Electric's distribution system can be found on the ATCO Electric website.

🖨 [www.atco.com](http://www.atco.com)

##### **(d) Government Legislation and Regulations**

- ❑ *Hydro and Electric Energy Act*
- ❑ *Electric Utilities Act*
- ❑ *Roles, Relationships and Responsibilities Regulation*
- ❑ *Distribution Tariff Regulation*
- ❑ *Other applicable regulations (final or draft form)*

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 [www.alberta.ca](http://www.alberta.ca)

**(e) Alberta Electric System Operator**

 [www.aeso.ca](http://www.aeso.ca)

**(f) Government Services (Electricity/Natural Gas)**

 [www.governmentservices.gov.ab.ca](http://www.governmentservices.gov.ab.ca)

**(g) VLTrader™ Communications Software (Cleo Communications)**

 [www.cleo.com/cleo-vltrader](http://www.cleo.com/cleo-vltrader)

**(h) Digital Certificates**

 [www.verisign.com](http://www.verisign.com)

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## **Chapter 5 Preparing for Electric Distribution Service – An Overview**

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This chapter provides an overview and description of the initial steps necessary for a Retailer to prepare for and qualify to obtain Electric Distribution Service for the purpose of providing service to customers and members of Rural Electrification Associations (REA) in ATCO Electric's service area. The requirements applicable to Self-Retailers and Agents are also specified. Contact your Retailer or Agent Services representative for more information on this subject. A brief description of each step is provided in this section.

### **5.1 Meet AESO Requirements**

Retailers and Self-Retailers are responsible for the purchase of electricity from the AESO on behalf of customers or themselves. Retailers and Self-Retailers are required to meet the prudential requirements (and any other requirements) of the AESO before electricity can be purchased. These requirements are defined in the ISO Rules at [www.aeso.ca](http://www.aeso.ca)

### **5.2 Provide Participant Information to ATCO Electric**

To effectively and efficiently transact business, ATCO Electric requires specific information from Retailers, Self-Retailer and Agents who will be conducting business in the Company's or a REA's service area. Specific information includes: company name, address, and phone numbers of representatives who will be dealing with ATCO Electric, email address, Retailer Identification Number and any other information requested by ATCO Electric.

### **5.3 Meet ATCO Electric's Qualification Requirements**

Before ATCO Electric can provide Electric Distribution Service to Retailers and Self-Retailers participants will need to meet the qualification requirements specified by the Company. These requirements are listed below. Copies of agreements and application forms can be obtained in this Guide or when speaking to ATCO Electric retailer representatives. ATCO Electric representatives can be contacted at numbers listed in Section 2.3 of this Guide.

#### **(a) Retail Service Agreement**

The Retail Service Agreement defines the legal relationship between a Retailer, or Self-Retailer, and ATCO Electric. This Agreement is required before a Retailer or Self-Retailer can provide service to customers, or service for their own use.

#### **(b) Retailer Credit Application**

This application provides ATCO Electric with the information needed to conduct an evaluation of the Retailer's or Self-Retailer's creditworthiness.

#### **(c) Payment Option**

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ATCO Electric has established two electronic billing options for Retailers or Self-Retailers electing to send and receive payments electronically. The Preauthorized Payment Agreement, and the Electronic Funds Transfer Agreement sets forth the terms and conditions for making payments and providing remittance information electronically. The Retailer shall advise the Company as to its choice.

**(d) Prudential Security Requirement**

After the Company has received the Retailer Credit Application, the Company will establish the Retailer's initial prudential security requirement based on the criteria as set out in Chapter 8 of this guide.

**(e) Warrantee Letter**

All Retailers and Self-Retailers conducting business in ATCO Electric's or a REA service area will be required to warrant in writing that it:

**(i) will** comply with the **Fair Trading Act**, which governs proper and fair business practice in Alberta and is enforced by Alberta Government Services,

**(ii) will** comply with the **Settlement System Code**. Copies of this code can be found at the Alberta Utility Commission website at [www.auc.ab.ca](http://www.auc.ab.ca), and

**(iii)** has met the requirements of the Alberta Electric System Operator as a Retailer or Self-Retailer.

**(f) Representation and Warranties Agreement**

All companies planning to request historical usage data from ATCO Electric are required to complete the Representation and Warranties Agreement.

**5.4 Perform Compliance Testing**

Any participant exchanging electronic transactions with ATCO Electric must be able to demonstrate that it can send and receive standard transactions that are fully compliant with the SSC and TBC before they can be qualified by the Company for Electric Distribution Service. The compliance testing protocol tests and evaluates compliance with the SSC and TBC and ensures key electronic transactions such as enrollment and updating of customer information meet all requirements. ATCO Electric representatives will work with participants to ensure that all testing is satisfactory.

**5.5 Begin Electric Distribution Service**

This step concludes the process of qualifying a participant for Electric Distribution Service.

The Company will continually monitor all participants to ensure it meets its obligations under the Retailer Terms and Conditions and its Retail Service Agreement. This includes evaluating on an ongoing basis the Retailer's or Self-Retailer's credit and prudential requirements.

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## Other important requirements - Alberta Government Services

Retailers are required to meet the requirements established by Alberta Government Services under the **Electricity Marketing Regulation (Licensing of Retailers)** enacted under the *Fair Trading Act*.

This regulation specifies the requirements for Retailer licensing, the form of contracts between Retailers and customers, a Retailer code of conduct, and a disclosure statement. ATCO Electric will request the party to warrant in writing that it will comply with the provisions of the *Fair Trading Act*. If ATCO Electric determines that a participant fails to comply with this Act, it will suspend further Electric Distribution Service.

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## **Chapter 6 Qualification Forms and Agreements**

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This chapter provides information on the requirements to qualify with ATCO Electric for Electric Distribution Service. Attached in the Appendices are forms and agreements to be used by participants to facilitate the initial business transactions involving participant and credit information, service agreements and customer release forms. Most of the forms are to be submitted to ATCO Electric for review of the Retailer and Self-Retailer's application for service. Others are to be used simply for information purposes. These forms were developed to ensure effective and efficient communication and service provision with all participants. This chapter describes key forms and agreements only.

### **6.1 Retailer of Record and Credit Application Form (Appendix A)**

The Retailer of Record and Credit Application Form (Appendix A) is to be completed by the party requesting service. This form is used by the Company to compile information about the participant. Forms are to be completed as outlined and forwarded to your ATCO Electric representative by email or fax. A new form must be submitted whenever there are changes to information on the form. Please ensure a completed copy is made for your reference.

The credit information section of the application form is used by the Company to establish the applicant's initial prudential security requirement. Any party entering into a Retail Service Agreement must complete this part of the application and submit it to the Company for review.

The Company will conduct its evaluation based on the prudential requirements established in Article 11 of the Retailer Terms and Conditions. A detailed description of the Company's prudential policy can be found in Chapter 8 of this Guide.

### **6.2 Retail Service Agreement (Appendix B)**

The Retail Service Agreement establishes the contractual relationship between ATCO Electric and the Retailer or Self-Retailer. The party that will deal directly with the Company for Distribution Access Service must sign this Agreement. The Company will not deal with more than one party for a Point of Service at any given time. Only one signed Agreement is required for each party regardless of the number of customers it serves in ATCO Electric's (or REA's) service area. A copy of the Retail Service Agreement can be found in Appendix B.

### **6.3 Electronic Payment Agreements (Appendix C & D)**

ATCO Electric requires electronic payment services to be utilized for electronically billed Retailers or Self-Retailers.

The Company has established two electronic billing options for Retailers and Self-Retailers. The Preauthorized Payment Agreement and the Electronic Funds Transfer Agreement can be found in Appendices C and D respectively. These agreements set

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the terms and conditions for making payments and providing remittance information electronically. The Retailer and Self-Retailer should advise the Company which method of payment it wishes to utilize so the Company can make the appropriate arrangements.

#### **6.4 Representation & Warranties Agreement (Appendix E)**

Historical customer usage information is available electronically to retailers who have a Retail Service Agreement and a Representation and Warranties Agreement in effect. See the Alberta Utilities Commission Rule 010 “Rules on Standards for Requesting and Exchanging Site-Specific Historic Usage Information for Retail Electricity and Natural Gas Markets” at the following website;

<http://www.auc.ab.ca/Shared%20Documents/rules/Rule010.pdf>

#### **6.5 Agency Appointment Agreement (Appendix H)**

A Retailer or Self-Retailer may enter into arrangements with a third party to act as its Agent to perform certain functions such as retail billing and load settlement. The Agency Appointment Agreement, as shown in Appendix H, sets out the requirements and obligations of the agent to permit them to interact with ATCO Electric on behalf of the Retailer or Self-Retailer.

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## Chapter 7 Key Business Processes

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Retailer/Owner business events are initiated by the transactions found in the SSC, TBC, and the industry standard Historic Usage procedures. This chapter provides an overview of the communication methods and key transactions as defined in the SSC as well as additional processes. Please refer to the SSC for further information.

### 7.1 Communications

In accordance with the AUC, all market participants are required to have and maintain VLTrader™ to communicate electronically within industry.

The following outlines some of the details required to communicate electronically via VLTrader™.

- (a) Installed and configured VLTrader™ installation as per the AUC guidelines found at: <https://media.www.auc.ab.ca/prd-wp-uploads/2022/01/InstallingConfiguringVLTrader.pdf>
- (b) All files sent to the participant will be 'queued for pickup' and are retrieved using VLTrader™.
- (c) A sent file cannot be retracted. If the error cannot be corrected, the participant should contact their ATCO Electric retail representative.
- (d) Standard file names are found within the SSC Rules and the Alberta Tariff Billing Code Rule 004 (please refer to Section 11.6 for more information).
- (e) Participants must send separate files for each business transaction type.

### 7.2 Select Retailer Request (Enrollment)

*Settlement System Code Transaction - SRR*

Select Retailer Request is the industry standard process to initiate Electric Distribution Service and enables Retailers to begin serving its customers. This process applies to all Retailers who have entered a Retail Service Agreement with the Company, including the Default Supplier. A Retailer must complete and submit an electronic enrollment for each Site ID.

#### 7.2.1 Electronic Enrollments

As outlined in the SSC, ATCO Electric requires all enrollments be accompanied by an Update Customer Information transaction (UCI) (Section 7.3) to ensure customer data is accurate. Customer data includes: customer name, customer telephone number, customer mailing address, site contact name and site contact phone number.

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A Service Point can only have one active Retailer of Record. The customer or Retailer may enter into arrangements with multiple Retailers for a Service Point. For example, a customer may choose to have one Retailer serve its firm load needs, while another Retailer serves its opportunity service requirements. Regardless of the arrangements, a Service Point can only have one active Retailer of Record when enrolling with ATCO Electric.

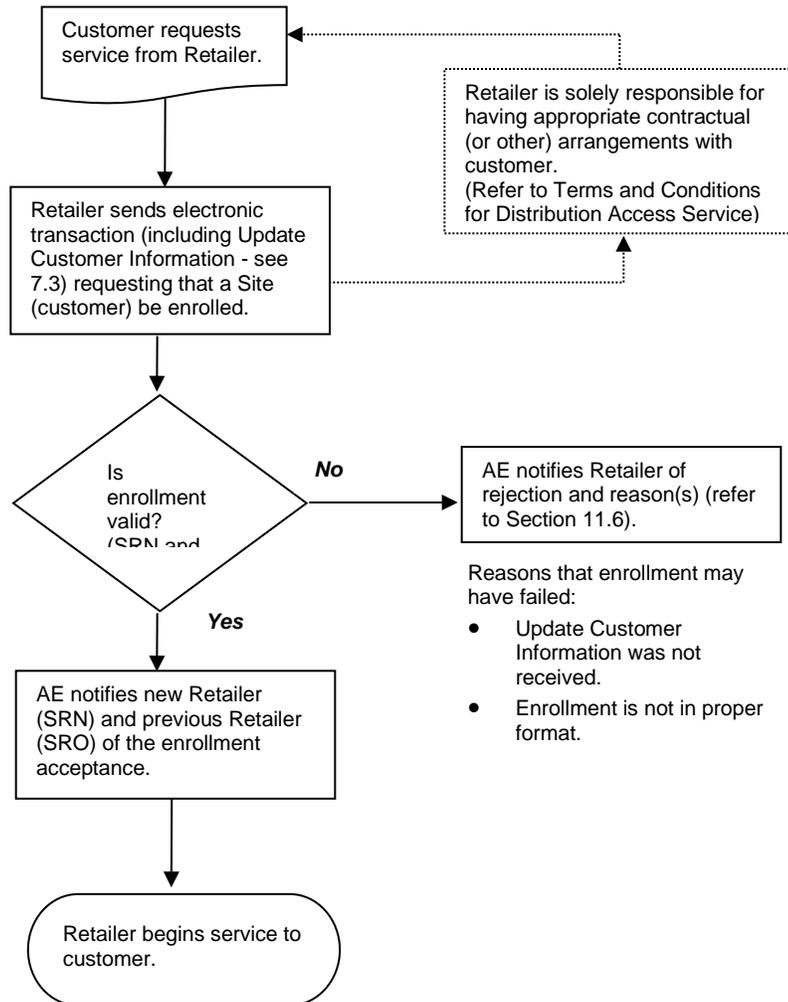
ATCO Electric should be notified immediately of enrollments made in error. Upon receiving notice of the error, the Company will notify the previous Retailer of record to enroll the site. The Company will not provide Customer Information to a Retailer who has enrolled a site in error.

### **7.2.2 Enrollment Mechanics**

Upon receipt of an enrollment, the Company will validate the transaction (i.e. valid site ID, Retailer ID, settlement ID, Critical Facility Code) and verify receipt of the required update customer information. The Company will use the Select Retailer Notification (SRN) transaction to notify the Retailer of the enrollment status.

The Retailer can refer to the SSC for a list of the error codes, response transactions and timing details.

### 7.2.3 Select Retailer (Enrollment) Process Flowchart



### 7.3 Update Customer Information

#### Settlement System Code Transaction - UCI

It is important ATCO Electric has the most up to date customer information to effectively handle situations that affect the delivery of power to a customer's facility (i.e. maintenance, outages, line moves and emergency conditions). The Company requires this information to fulfill its obligations to notify the Default Supplier or Regulated Rate Provider if the Retailer of Record de-selects the site. The Retailer is responsible to notify the Company whenever a change to customer information occurs.

### 7.4 Energize Request (Connect Site)

#### Settlement System Code Transaction - ENR

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This process describes the transactions required to energize a customer's service.

The site must be enrolled with a Retailer before an energize request will be accepted. The customer is responsible for providing the Company with all required permits and approvals required for site energization, or may otherwise assign this responsibility to their Retailer. The customer must be aware of the connection requirements outlined in the Company's Customer Terms and Conditions for Distribution Service Connections and the Company's Customer Guide to New Extensions available on ATCO Electric's website at [www.atco.com](http://www.atco.com).

Requests initiated by the Retailer must include a priority code. The Company will endeavor to complete Energize requests as follows, weather and access to site permitting:

- Priority 1 energize requests within 24 hours;
- Priority 2 energize requests within 48 hours;
- Priority 3 & 4 energize requests within 5 business days.

Due to the rural nature of the Company's service territory, accessibility to the site and site readiness, energize and de-energize requests may or may not be completed in the timeline requested. If a site cannot be energized because it is under construction and is not forecasted to be ready within 5 business days, the request will be cancelled. Once an energize request is received, the Company may choose to coordinate directly with the customer.

The Company may assess an energize fee which will be passed on to the Retailer for collection.

The Company may choose not to energize the site if the site was de-energized for reason of Cut-off for Non-Payment by a previous retailer. For further information see Chapter 9.

## **7.5 De-Energize Request (Disconnect Site)**

*Settlement System Code Transaction - DER*

This process describes the transactions involved in de-energizing a site as requested by the Company, the Retailer or a customer. Cut-Off for Non-Payment is covered in detail in Chapter 9.

Disconnection of a site may be the result of:

- Customer request;
- Cut-Off for Non-payment (see Chapter 9);
- Site is demolished;
- Safety Shut Off;
- Seasonal Shut Off; or
- Vacant Premises.

In accordance with the SSC, any requests to de-energize a site shall be made by the Customer's Retailer. If the Customer notifies the Company the de-energize is short-

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term, the Company reserves the right to complete the request for de-energize and subsequent energize.

The Company may at their discretion cancel the de-energize request. The Company will notify the Retailer if the Retailer initiated the order. Reasons include, but are not limited to:

- ❑ the customer has rejected the request;
- ❑ the de-energize is found to affect more than the service it has been requested for;
- ❑ the Company is unable to enter the site;
- ❑ customer/site data is found to be inaccurate;
- ❑ de-energizing the site may pose a safety risk to the occupants or Company employees;
- ❑ de-energizing the site may pose a safety risk to the customer's or Company's facilities.

If the de-energize request requires the Company to attend the site outside the Company's normal business hours, the Company reserves the right to assess a charge (see Schedule C Supplementary Service Charges, Retailer Terms and Conditions).

## **7.6 Request Off-Cycle Meter Read**

*Settlement System Code Transaction - ROR*

Meter reads will be based on meter readings made by the Company or on estimates for those billing periods when the meter is not read.

ATCO Electric will try to obtain a meter reading for an AMR site when an enrollment transaction (SRR) is processed or when a Customer Switch Advice (CSA) transaction is received. When an AMR reading cannot be obtained or when the regular scheduled read does not coincide with the enrollment for a conventionally metered site, the reading will be based on an estimate. A Retailer or customer may request an actual off-cycle meter read if required.

The read request will be rejected if they are not listed as the Retailer of Record.

## **7.7 De-Select Request (De-Enrollment)**

*Settlement System Code Transaction - DSR*

A notice to De-Select a site shall specify the Retailer's reason for de-enrollment.

The Settlement System Code has the following reasons for de-selecting a site:

- Customer Moving Out (0001)
- Retailer Drops Customer (0002)
- Erroneous enrolment (0003)
- Abandoned oil and gas well (0004)

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If the site is De-Selected and an alternate Retailer does not immediately enroll the site, the Company will notify either the Regulated Rate Provider or the Default Supplier to enroll the site.

## **7.8 Revoke De-Select Request**

*Settlement System Code Transactions – RDS*

This transaction permits a retailer to revoke a De-Select Request that was previously submitted as long as notification is received two business days prior to the scheduled switch date. Notification can be provided via email or via VLTrader™ as per the transaction format shown below. An administration fee will be assessed for each notification that is not provided via VLTrader™ as per Schedule C Supplementary Service Charges of the Retailer Terms and Conditions.

## **7.9 Revoke De-Energize Request**

*Settlement System Code Transactions –RDR*

A Retailer can cancel a request for de-energizing a site.

The Company may assess a charge to the Retailer for costs the Company has incurred if it has already sent a field representative to the site.

## **7.10 Site IDs**

The Site ID is a unique identification number for every location served by ATCO Electric. Its primary use is for Retailers to enroll customer accounts. The numbering format complies with a province-wide identification system. The Company will provide some assistance to Retailers in order to find Site IDs if the Retailer cannot locate a Site ID within the catalogue. Additional charges may apply.

The Site IDs are available from the following sources:

### **1. Site ID File (Site ID Catalogue)**

*Settlement System Code Transaction – SID*

This file includes a list of all sites within ATCO Electric's service territory and is available for download on the Company's Retailer website at [www.atco.com](http://www.atco.com). The sites are listed in a CSV (Comma Separated Value) file with standard content as specified by the SSC. The Site ID number and location (street and legal address) are provided. To protect customers' privacy, the file does not include customer names or account data. The file is updated daily. Retailers must use their own software to sort and query the CSV file.

### **2. ATCO Electric Call Centre**

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Site IDs for new services are available by calling the ATCO Electric Customer Assistance Centre at 1-800-668-2248. Charges may apply for requests for Site IDs published in the Site ID file.

## **7.11 Request Usage and Meter Reading Verification**

*This event covers circumstances including a high bill complaint.*

The Company will review disputes with the Retailer before a decision is made to inspect and test a meter for verification. If it is determined the Company is responsible for any metering error, the Company will adjust the Retailer's bill accordingly. The Retailer is responsible to recover any correction charges from the customer for energy related errors.

The Company will assess a charge to the Retailer for a meter test if the Company has not been responsible for any metering errors. No charge will be assessed if the meter is found to be faulty.

## **7.12 Meters**

### ***7.12.1 Metering Methods***

In accordance with the Electric Utilities Act, ATCO Electric is responsible for procuring, installing and maintaining all meters in its service area with the exception of Rural Electrification Associations. This responsibility includes installation, removal, repair and maintenance of meters, collecting meter data, correcting and validating interval data, and reporting load and consumption data to customers, Retailers and the AESO.

There are two timing conventions for monitoring consumption data. An Interval Meter records how much power is being used at any given time, in kilowatts (kW), usually at 15-minute intervals as opposed to a conventional (cumulative) meter or kilowatt-hour (kWh) meter that measures how much energy has been used over a longer duration.

### ***7.12.2 Arranging for Interval Data Metering***

Customers with sites below the 500 kW threshold may request ATCO Electric to upgrade and install an Interval Data Meter subject to a service charge defined in Schedule C of the Retailer Terms and Conditions. The customer, an Agent acting on the customer's behalf or the customer's Retailer may request the metering upgrade.

The site will be charged based on its interval data once the appropriate metering has been installed. If a customer chooses not to bill on the interval data, the Company will change the metering to its original metering configuration and the customer (or Retailer) will be responsible for the cost of removal and installation of the metering equipment. ATCO Electric retains ownership of all metering and metering equipment requested by the customer.

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### **7.13 Request Settlement Data**

The Company provides profiling and settlement information in accordance with the specifications outlined in the SSC.

To request additional settlement data, the Retailer shall provide a written request to its retail accounts representative outlining the purpose for the additional settlement information. ATCO Electric requires the reasons for the data request so it can quickly and efficiently respond to the needs of the Retailer. After the request is made, the Company will provide a written proposal of the type of work, time of delivery and charges necessary to provide the additional settlement information. All settlement information will be provided electronically to the Retailer.

### **7.14 Request Usage History from Company**

The provision of Historical Customer Usage Information to a Retailer or Self-Retailer will be as specified in AUC Rule 10. See Chapter 6 Qualification Forms and Agreements, Section 6.4.

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## **Chapter 8 Prudential Requirement Policies**

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### **8.1 Initial Credit Information**

All Retailers and Self-Retailers entering into a Retail Service Agreement with ATCO Electric must complete a Retailer of Record and Credit Application Form as shown in Appendix A. ATCO Electric will use the information provided in the credit information section of the application form to establish the Retailer's initial prudential security requirement, which must be received before the Company will provide Electric Distribution Service to the Retailer. This evaluation will be conducted in accordance with Article 11 of the Retailer Terms and Conditions.

As part of this process, Retailers are required to provide: (i) their credit rating from Standard and Poor's Bond Rating Service, Dominion Bond Rating Service and/or Moody's Investors Service (as applicable) and (ii) their initial customer and load determinates.

### **8.2 Setting of Prudential Requirements**

Based on the initial credit information provided in the Retailer Record and Credit Application Form, ATCO Electric will conduct a creditworthiness evaluation and will deem the Retailer to have met the prudential requirements if it meets one of the following criteria.

- (a) The Retailer's credit rating will determine the reduction in required security per Section 9 of the Distribution Tariff Regulation A.R. 162/2003. The credit rating will mean the bond rating from the Standard and Poor's Bond Rating Service or an equivalent rating from the Dominion Bond Rating Service or Moody's Investors Service. To qualify based on bond rating, the Retailer must have a bond rating of at least BBB- or higher. An irrevocable guarantee (in a form as set out in Appendix G) may be provided from a Canadian person, or person acceptable to the Company other than the Retailer, with a qualifying bond rating. The Company will confirm the credit rating of the Retailer or person guaranteeing the financial obligation of the Retailer. If a party has more than one credit rating, the lowest rating will be used.
- (b) If the Retailer does not meet the minimum bond rating criteria, the Retailer must provide a bond, a cash deposit, or an irrevocable letter of credit drawn on a Canadian lending institution acceptable to the Company, in a form as set out in Appendix F. An irrevocable letter of credit from another financial institution may be accepted by the Company, provided it is confirmed by the Bank of Montreal. Any fees or other charges levied by the Bank of Montreal with regard to confirming the irrevocable letter of credit will be the responsibility of the Retailer.

The amount of the security guarantee will be equal to 1.5 (45 days) times the highest monthly charges by a Retailer to its customers during a 12-month period. Security requirements will be evaluated on a daily basis by monitoring

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new applications for enrollment as well as any increased consumption by the Retailer's customers.

- (c) The Company, subject to review and reassessment, shall establish the Retailer's security requirement based on the Retailer's credit rating and the maximum guarantee allowed from a person guaranteeing the financial obligations of the Retailer, subject to Sections 8 and 9 of the Distribution Tariff Regulation, A.R., 162/2003 and shall notify the Retailer of their security requirement within 20 business days of the Retailer's complete application for service.
- (d) If a Retailer's financial situation changes (i.e., downgrading of its corporate bond rating) or a Retailer becomes under-secured, the Company reserves the right to re-evaluate the Retailer's credit limit and/or request the Retailer to provide additional security. The Retailer will be notified by the Company of the need for additional security. The notification will include the reasons for the notice, the amount of the additional security and the timeframe within which the security must be provided.
- (e) Subject to Articles 7.3 and 9.2 of the Company's Retailer Terms and Conditions, if the Retailer fails to pay any amount billed or fails to present additional security as outlined herein, the Company reserves the right to suspend the provision of additional Electric Distribution Service to the Retailer, or discontinue Electric Distribution Service entirely to the Retailer.

Upon Discontinuance of Electric Distribution Service as indicated above, the provisions of the affected service(s) will be assumed by the Default Supplier for non-eligible customers, and the person for whom the Company has made arrangements to provide the Regulated Rate Tariff for eligible Customers.

- (f) A Retailer that is required to provide security in accordance with the Company's Retailer Terms and Conditions must maintain that amount of security until all obligations of the Retailer under the Company's Distribution Tariff are satisfied.

### **8.3 Financial Obligations**

Initial financial obligations for the Retailer will have to be determined when a Retailer first requests service from the Company. ATCO Electric will undertake this evaluation with the Retailer's assistance based on the number of customers and load served by the Retailer on the Company's price schedule. ATCO representatives will determine the most suitable price schedule for the Retailer's customer.

### **8.4 Drawing-on Security**

As noted in Section 8.2, ATCO Electric will monitor the Retailer's financial obligation on a daily basis to ensure it does not exceed its credit limits as defined above. In addition, if a Retailer fails to pay any amount billed, the Company will apply all or a portion of the Retailer's security to the unpaid amount. This process will be monitored as follows:

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(in business days)

Day 1: The Company will send an electronic bill file to the Retailer for the billing cycle.

Day 12: Payment is due to the Company from the Retailer by this day.

Day 13: Normally, the Company will first make a call to the Retailer advising of the situation. The Company will follow-up in writing via email, fax or letter that it's in default of its payment and that it has 3 business days to pay arrears.

In addition, arrears are subject to the Late Payment Charge of 1.5% per month as per Schedule C of the Company's Retailer Terms and Conditions.

Day 16: Overdue notice expires.

(i) If the Retailer has qualified based on its bond rating [see Section 8.2(a)], the Company will request the Retailer to provide additional security in a form outlined in Section 8.2(b) within a specified time.

(ii) If the Retailer has qualified based on a guarantee provided by a person with a qualifying bond rating, the Company will make a demand on that guarantee.

(iii) If the Retailer has provided a security in a form outlined in 8.2(b), the Company will draw on the security and the Retailer will be required to replenish the security within 5 business days.

If the Retailer has failed to provide additional security or the guarantor has not honored the guarantee provided, the Company will advise the Retailer that provision of further Distribution Access Service to the Retailer will be suspended and that the Company reserves the right to discontinue Distribution Access Service entirely to the Retailer.

## **8.5 Interest Paid on Security**

Interest on each Retailer's cash security deposit held by the Company will be calculated at the rate specified from time to time in the Residential Tenancies Act. Interest will be paid to the Retailer annually. If the amount of annual interest equals or exceeds \$50, a T5 Statement of Investment Income will be issued by the Company and sent to the Retailer in accordance with Canada Revenue Agency policy.

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## Chapter 9 Cut-Off for Non-Payment

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As established by the Electric Utilities Act (EUA), a Retailer has the right to request the Company to de-energize service to a site in accordance with ATCO Electric's approved de-energize policies. Reasons for this request may vary depending on the circumstances as outlined in Chapter 7 under De-energize Request. The Company has a unique service area that spans hundreds of square kilometers into remote areas of the province. De-energizing sites for non-payment in some of these service areas requires special attention. The Company's authorized field representatives will perform the physical de-energize at the customer's site. There are a number of circumstances as per the *Distribution Tariff Regulation A.R. 162/2003* that the Company evaluates before it proceeds with de-energizing service to a site:

- The Company may not disconnect a residential or farm premises between the months of October 15 to April 15, or between April 16 to October 14 when the overnight temperature is forecast to drop below zero (0) degree Celsius in the 24-hour period immediately following the proposed disconnection within the ATCO Electric service area. During this time a limiter may be installed.
- The Company will not disconnect a premise if it contains medical equipment. During this time a limiter may be installed.
- The Company will not disconnect a premise if the community at large or the occupant is under bereavement. At its discretion, the Company will return within 24 hours.
- The Company may review and discuss with the Band Council or Métis Settlement Council before the de-energize is undertaken at a site located in native areas (reserve or Métis Settlement).
- The Company reserves the right to maintain service in the event that the customer disputes the pending de-energize or the customer does not match the customer for which the CONP request was made.

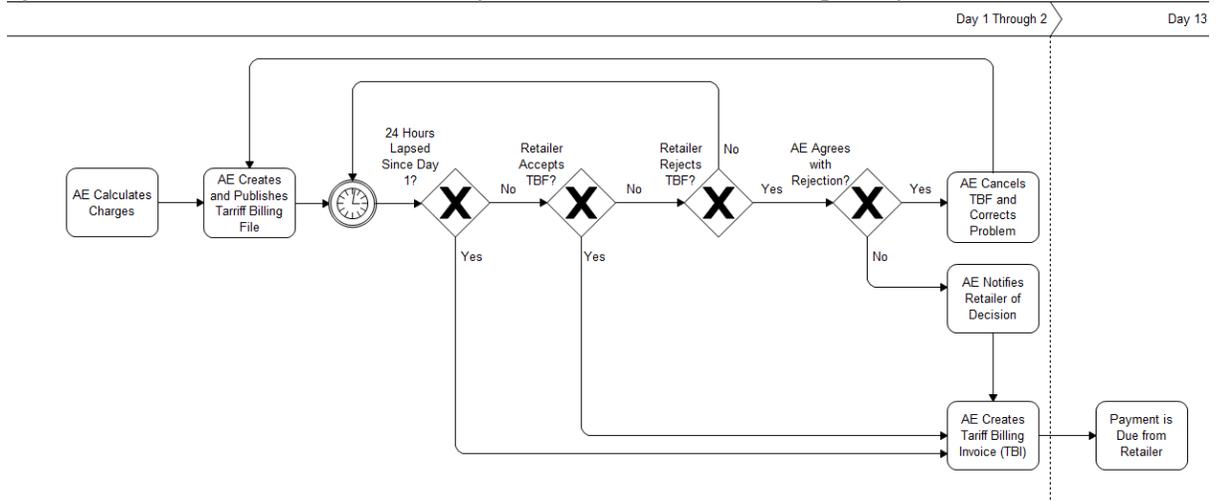
All de-energize requests for non-payment will be handled in accordance with ATCO Electric's approved policies and procedures as set out in the Retailer Terms and Conditions Schedule B, Disconnect Customer Site. These policies apply to all Retailers including the default supplier for customers served under the regulated rate option tariff.

## Chapter 10 Distribution Billing and Payment

ATCO Electric bills in accordance with Rule 004 Alberta Tariff Billing Code for communicating site specific distribution and transmission tariff charges.

### 10.1 Tariff Billing File (TBF)

Tariff billing file production and publication details are described in the Tariff Billing Code. The flow chart below shows the billing process for a scheduled Tariff Bill File. ATCO Electric publishes one Tariff Billing File for each of 20 billing cycles. Billing cycles are linked to scheduled read cycles. A retailer that has sites with scheduled read cycles spanning all 20 cycles will receive 20 Tariff Bill Files per month. The Tariff Billing File process is shown below:



After calculating charges, ATCO Electric creates and publishes the Tariff Billing File (TBF). The TBF is processed and made available for retrieval via VLTrader™ after midnight. The retailer may validate the file and its contents within the allowed 24 hour period. If the Retailer deems the file error free, they may send a Tariff Bill File Accept transaction (TBA). A lapse of 24 hours from the TBF publication date or receipt of a TBA will trigger the creation of the invoice (TBI) which includes the total amount due including the GST. Payment is due 11 business days after publication of the TBF. Preauthorized payments will be withdrawn from the Retailer's account in accordance with the Preauthorized Payment Agreement established in Appendix C.

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## **Chapter 11 Compliance Testing Protocol**

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### **11.1 Introduction**

The Retailer must fulfill the requirements of the compliance testing protocol, as amended from time to time, before the Company can provide Electric Distribution Service to the Retailer. The purpose of the compliance testing protocol is to set forth procedures for testing and evaluating compliance with the Alberta Settlement System Code - Information Exchange Standards and Guidelines.

### **11.2 Compliance Testing & Certification**

- (a) The Company uses compliance testing to ensure the Retailer meets the standards defined by the Company and the Alberta SSC – Information Exchange Standards and Guidelines. The compliance test focuses on the electronic transactions supporting enrollment and updating Customer Information as defined by the Information Exchange Standards and Guidelines. The various tests cover proper formulation, receipt, processing, form and content of, and response to key transactions.
- (b) A Retailer may fail any compliance test up to two times, after which the Retailer must reschedule and retake the test. Should a Retailer fail any test three times, the Retailer must demonstrate and/or describe the corrections made in their process to the Company before retesting will be allowed. In the event a Retailer requires re-testing, the Retailer must successfully complete all compliance tests to obtain certification. Compliance tests must be performed successfully for each Retailer ID registered with the Company.

### **11.3 Testing Support**

The Company will provide testing support by telephone and e-mail for Retailers participating in the compliance testing process. The Company will use reasonable efforts to communicate the test results to the Retailer within five (5) business days.

### **11.4 Prerequisites**

- (a) The Retailer must notify the Company, at least two months prior to accepting enrollments, of its business name, general mailing address, business phone number and Retailer Identification number(s).
- (b) The Retailer must have purchased and installed VLTrader™.
- (c) The Retailer must obtain a properly authorized digital certificate. The digital certificate will be used to validate the Retailer's access to the VLTrader™ server.

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## 11.5 Compliance Tests

- New Retailers must successfully perform the tests identified by ATCO Electric
- Retailers who register more than one Retailer ID must successfully complete testing for each additional Retailer ID.

## 11.6 Process Rejections

As per the SSC specifications, records or entire files ATCO Electric is unable to process will be returned to the Retailer. The file name will be the same as the file ATCO Electric received with an “R” suffix. Rejected records will have the transaction status code updated to reflect the rejection reason.

### 11.6.1 Rejected Files

Entire files will be rejected if any of the following conditions exist:

1. The transaction ID in the filename is not a transaction ID ATCO Electric is expecting.
2. The sender ID in the file name does not match the inbox in which the file was received.
3. The receiver ID in the filename is not an expected ID for this type of transaction.
4. The date in the filename is not valid.
5. Any record within the file has a different transaction ID than the one in the filename.
6. Any record within the file has a different sender ID than the one in the filename.
7. Any record within the file has a different receiver ID than the one in the filename.
8. Any record within the file contains too many commas.
9. Any record within the file contains too few commas.

### 11.6.2 Deleting Files from the VLTrader™ Server

All files that are placed on the VLTrader™ server will be deleted 30 days after they are created. No notification will be provided when a file is deleted.

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## **Chapter 12 Load Settlement**

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ATCO Electric's Load Settlement System is designed to meet the requirements of AUC Rule 021 Settlement System Code Rules (SSC). The SSC is a set of rules established by the AUC under the authority of Section 24.1 of the Electric Utilities Act. All Market Participants as defined in the Electric Utilities Act are required to comply with the SSC.

## APPENDIX A Retailer of Record and Credit Application Form

<b>A. GENERAL INFORMATION</b>	
1. Legal Business and Corporate Name:	
2. Doing Business As (DBA) Name (if different than legal business name):	
3. Business Street Address:	
4. Mailing Address (if different than Business Address):	
<b>5. Primary Contact Person Information for Commercial/Business Matters</b>	<b>5. Alternate Contact Person Information for Commercial/Business Matters</b>
Name(s):	Name(s):
Address:	Address:
Phone #:	Phone #:
Email:	Email:
Fax #:	Fax #:
<b>6. Primary Contact Person Information for Data Exchange/Billing Matters</b>	<b>6. Alternate Contact Person Information for Data Exchange/Billing Matters</b>
Name(s):	Name(s):
Address:	Address:
Phone #:	Phone #:
Email:	Email:
Fax #:	Fax #:
<b>7. Primary Contact Person Information for Compliance Testing Matters</b>	<b>7. Alternate Contact Person Information for Compliance Testing Matters</b>
Name(s):	Name(s):
Address:	Address:
Phone #:	Phone #:
Email:	Email:
Fax #:	Fax #:
<b>8. GST Number :</b> (10-digit number assigned by Canada Customs and Revenue Agency that uniquely represents each Retailer)	
<b>9. Retailer Identification Number(s):</b> (9-digit number(s) assigned by AESO)	
<b>(B) BILLING INFORMATION</b> (required for electronic payment)	
1. Name of Financial Institution:	
2. Address:	
3. Account #, Bank # and Transit #:	
4. Account Name:	
Email: _____	ATCO Electric's Website at <a href="http://www.atco.com">www.atco.com</a>



<b>(C)CREDIT INFORMATION</b>
1. Chief Executive Officer:
2. Name:
3. Phone #:
4. Fax #:
5. Chief Financial Officer:
6. Name:
7. Phone #:
8. Fax #:
9. Is your Company publicly traded? (if yes, provide Fiscal Year End (Month/Day); (If no, complete next question):
10. Primary/Alternate Contact Person Information to provide Financial Statements:
11. Name(s):
12. Address:
13. Phone #:
14. Email:
15. Fax #:
16. Credit Rating Agency (S&P, DBRS or Moody's)
17. Credit Rating
<b>SENIOR PERSON WHO WOULD AUTHORIZE ALL RETAILER AGREEMENTS</b>
18. Name:
19. Address:
20. Phone #:
21. Email:
22. Fax #:
<b>ACCOUNTS PAYABLE ARREARS ISSUES CONTACT</b>
23. Name:
24. Address:
25. Phone #:
26. Email:
27. Fax #:

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## **APPENDIX B Retail Service Agreement**

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

BETWEEN: **(RETAILER NAME)**

(address)

Retailer GST No: \_\_\_\_\_ (9 digits)

(hereinafter called the "Retailer")

- and -

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

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

The Retailer and the Company agree as follows:

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

Should any of the above Customer Information change during the term of this Retail Service Agreement, the Retailer shall advise the Company of the change, by electronic means, as soon as is reasonably practicable in the circumstance, and in any event within five (5) Business Days of the Retailer becoming aware of the change.
2. This Retail Service Agreement is subject to the ATCO Electric Ltd. – Retailer Terms and Conditions ("Terms and Conditions"), as amended from time to time, which are approved by the Alberta Utilities Commission (AUC).
3. The Retailer acknowledges that it has been offered a copy of ATCO Electric's Terms and Conditions, has reviewed and understands these Terms and Conditions and agrees to be bound by them, and any amendments thereto, in all transactions with ATCO Electric or its Customers.
4. No person, whether an employee or Agent of ATCO Electric or otherwise, can agree to change, alter, vary or waive any provision of the Terms and Conditions without the express approval of the AUC.

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

15. If any provision of this Retail Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Retail Service Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.
16. Neither Party may disclose any Confidential Information obtained pursuant to this Retailer Service Agreement to any third Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include all business, financial, and commercial information pertaining to the Parties, Customers of either Party, suppliers for either Party, personnel of either Party, any trade secrets and other information of a similar nature, whether written or otherwise that is marked "proprietary" or "confidential" with the appropriate owner's name.
- Notwithstanding the preceding, a receiving Party may disclose Confidential Information to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling or order, providing that:
- (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and
  - (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.
17. All notices required hereunder shall be in writing and may be given personally, by facsimile or prepaid registered mail addressed to the party for which the notice is intended to its address designated hereunder or to such other address as may be substituted therefore from time to time.

The Retailer's address for notice is:		The Company's address for notice is:
<b>Retailer Name</b>		<b>ATCO Electric Limited</b>
Retailer Address		10035 – 105 Street P.O. Box 2426 Edmonton, Alberta, T5J 2V6
Attention:		Attention: ATCO Electric
Facsimile:		

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

**[RETAILER NAME]**

**ATCO Electric Ltd.**

Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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**APPENDIX "A"**

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

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

**RETAILER IDENTIFICATION NUMBERS**

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

(1)	(5)
_____	_____
(2)	(6)
_____	_____
(3)	(7)
_____	_____
(4)	(8)
_____	_____

The Retailer must notify the Company as promptly as reasonably practical of any additions or changes to the Retailer Identification Numbers. The Company will provide the Retailer with a superseding Appendix to reflect any changes made herein.

**[RETAILER NAME]**

**ATCO Electric LTD.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## **APPENDIX C Preauthorized Payment Agreement**

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**PREAUTHORIZED PAYMENT AGREEMENT ("AUTHORIZATION")** made the (day) of (month), (year)

**BETWEEN: (RETAILER NAME)**  
(address)  
(hereinafter called the "Retailer")

- and -

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

WHEREAS ATCO Electric has entered into a Retail Service Agreement ("Retail Service Agreement") with the Retailer, and the Retailer has requested to make payments arising from the provision of Distribution Access Service via preauthorized electronic payment.

The Retailer and the Company agree as follows:

1. Subject to Paragraph 11 hereof, the Retailer shall make payments to the Company pursuant to the Retail Service Agreement through preauthorized payment as set forth in this Authorization.
2. The Retailer acknowledges and agrees that this Authorization is provided for the benefit of ATCO Electric and the Retailer's financial institution and is provided in consideration of the Retailer's financial institution agreeing to process debits against the Retailer's account in accordance with the Rules of the Canadian Payments Association.
3. The Retailer represents, warrants and guarantees that all persons whose signatures are required to sign on the Account (as hereinafter defined) have signed the Preauthorized Payment Agreement.
4. The Retailer authorizes ATCO Electric to draw on the account ("Account") listed below:

**(Retailer's Name)** Financial Institution Information:

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Financial Institution

Name:

Address:

Account Name:

Account Number:

Bank Number:

Transit Number:

5. The Retailer will undertake to inform ATCO Electric, in writing, of any changes in the account information provided in this Agreement prior to the next due date of the preauthorized debit ("PAD") following such change.
6. Either party may terminate this Authorization at any time upon 10 business days written notice to the other party; provided however, that the Retailer shall remain liable to make Payments due during this notice period as provided herein. Termination of this Authorization shall not relieve the Retailer from its obligations under the Retail Service Agreement or the Retailer Terms and Conditions. The Retailer acknowledges that, in order to revoke this Authorization, written notice of revocation must be provided to and received by ATCO Electric.
7. The Retailer acknowledges and agrees that provision and delivery of this Authorization to ATCO Electric constitutes delivery by the Retailer to the Retailer's financial institution.
8. The Retailer acknowledges and agrees that its financial institution is not required to verify that a PAD has been issued in accordance with the particulars of the Retailer's Authorization, including but not limited to the amount thereof.
9. The Retailer acknowledges and agrees that its financial institution is not required to verify that the reason for payment for which the PAD was issued has been fulfilled by ATCO Electric as a condition to honoring a PAD issued or caused to be issued by ATCO Electric on the Retailer's account.
10. If a payment due date falls on a date on which the electronic transfer cannot be completed because the electronic system for receipt of this Payment is, during such business day, incapable to make or receive an electronic transfer, such payment due date shall be deemed to be the next

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business day on which such transfer can be completed. If the transfer has failed for reasons out of the Retailer's control, the Retailer shall not incur any late payment penalty. Any such delay shall not extinguish any obligation of the Retailer to pay the Company as soon as practical after it is notified of such failure.

11. Upon at least five (5) business days prior written notice to the Company, the Retailer may make any payment arising from Distribution Access Service by reasonable means other than as set forth in this Authorization, including, without limitation, by certified cheque, so long as such payment is made with immediately available funds.
12. The Company shall not be liable to the Retailer or to the Retailer's financial institution for any losses, claims, damages, expenses (including without limitation, lawyer's fees on a solicitor and own client basis), actions or causes howsoever arising directly or indirectly from the Company's use of this Authorization.
13. This Authorization shall enure to the benefit of and be binding and enforceable by the parties hereto and their respective executors, administrators, successors and, where permitted, assigns.
14. The Retailer and the Company shall comply with the nondisclosure obligations set forth in Paragraph 17 of the Retail Service Agreement. The Parties hereby acknowledge and agree that all information provided by the Company to the Retailer pursuant to this Authorization shall constitute Confidential Information for the purpose of the Retail Service Agreement, regardless whether such information has been marked as "proprietary" and/or "confidential". The Retailer shall indemnify and save harmless the Company, and its directors, officers, employees, Agents and representatives ("Indemnified Parties") from any and all damages, costs, expenses (including, but not limited to, attorney fees on a solicitor and own client basis), losses or claims incurred by such Indemnified Parties directly or indirectly resulting or arising from a disclosure of the Company's Confidential Information provided hereunder.
15. Contacts or Notices required with respect to this Agreement shall be directed as follows:

**ATCO Electric Ltd.**

10035 - 105 Street

Edmonton, Alberta

T5J 2V6

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**Contact Name:** Vice President, Distribution Technology

**Alternate Contact Name:** Manager, Customer Care Services

**Telephone No.:** (780) 420-7122      **Alternate:** (780) 420-3194

**Facsimile No.:** (780) 420-8984      **Alternate:** (780) 420-8984

**Retailer Name**

(address)

**Contact Name:**

**Alternate Contact name:**

**Telephone No.:**      **Alternate:**

**Facsimile No.:**      **Alternate:**

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

**[RETAILER NAME]**

**ATCO Electric LTD.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## **APPENDIX D Electronic Funds Transfer Agreement**

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**ELECTRONIC FUNDS TRANSFER AGREEMENT ("EFT Agreement")** made the (day) of (month), (year)

**BETWEEN: (RETAILER NAME)**  
(address)  
(the "Retailer")

- and -

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

WHEREAS ATCO Electric has entered into a Retail Service Agreement ("Retail Service Agreement") with the Retailer pursuant to the Retailer Terms and Conditions, and in that agreement the Retailer has agreed to make payments arising from the provision of Distribution Access Service via an electronic funds transfer to ATCO Electric's account.

The Retailer and the Company agree as follows:

1. Subject to Paragraph 7 hereof, the Retailer shall make all payments ("Payments") to the Company pursuant to the Retail Service Agreement through an electronic funds transfer to ATCO Electric's account as set forth in this EFT Agreement.
2. The Retailer shall make Payments by electronically transferring funds to the ATCO Electric account described below:

<b>Bank of Montreal</b>	<b>Bank: 001</b>
<b>10199-101 Street</b>	<b>Transit: 00149</b>
<b>Edmonton, Alberta</b>	<b>Account: 1144-403</b>
<b>T5J 2J2</b>	

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3. ATCO Electric shall inform the Retailer of any changes in the account information provided in this EFT Agreement prior to the next due date of any invoice issued by ATCO Electric to the Retailer pursuant to the Retail Service Agreement.

4. The Retailer must provide notification (“EFT Notification”) to the Company, by fax or e-mail, of each electronic funds transfer (“EFT”) ON OR BEFORE the date such funds are deposited by the Retailer. Payment and EFT Notification must be submitted before 3:00 p.m. of the invoice due date. The EFT Notification shall include each ATCO Electric statement account number to be paid, the amount to be applied to each account, the total amount of the deposit to be made by EFT and the deposit date. If the Company does not receive any of the information required hereunder, the Retailer shall be responsible for any late penalty charges that result. The EFT Notification shall be sent to:

**Attention: Senior Cashier**

**By Facsimile: 780-508-4829**

**By email: [DistributionPayments@atcoelectric.com](mailto:DistributionPayments@atcoelectric.com)**

5. Either party may terminate this EFT Agreement at any time, upon 10 business days written notice to the other party; provided however, that the Retailer shall remain liable to make any Payments due during this notice period as provided herein. Termination of this EFT Agreement shall not relieve the Retailer from its obligations under the Retail Service Agreement or the Retailer Terms and Conditions.

6. If a Payment due date falls on a date on which the EFT cannot be completed because the electronic system for receipt of this Payment is, during such business day, incapable of receiving an EFT, such payment due date shall be deemed to be the next business day on which such EFT can be completed. If the EFT has not been completed on the due date for reasons beyond the Retailer’s control, the Retailer shall not incur any late payment penalty. Any such delay shall not diminish the obligation of the Retailer to pay the Company as soon as practical after it is notified of such failure.

7. Upon at least three (3) business days written notice to the Company, the Retailer may make any payment arising from the Retail Service Agreement by reasonable means other than by EFT

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including, without limitation, by certified cheque, provided such payment is made with immediately available funds.

8. The Retailer shall, at its sole expense, provide and maintain the equipment, security procedures, hardware, software, services, testing and connections necessary to effectively and reliably comply with the terms of this EFT Agreement.
9. This EFT Agreement shall enure to the benefit of and be binding and enforceable by the parties hereto and their respective executors, administrators, successors and, where permitted, assigns.
10. The Retailer and the Company shall comply with the nondisclosure obligations set forth in Paragraph 16 of the Retail Service Agreement. The Parties hereby acknowledge and agree that all information provided by the Company to the Retailer pursuant to this EFT Agreement shall constitute Confidential Information for the purpose of the Retail Service Agreement, regardless whether such information has been marked as “proprietary” and/or “confidential”. The Retailer shall indemnify and save harmless the Company, and its directors, officers, employees, Agents and representatives (“Indemnified Parties”) from any and all damages, costs, expenses (including, but not limited to, attorney fees on a solicitor and own client basis), losses or claims incurred by such Indemnified Parties directly or indirectly resulting or arising from a disclosure of the Company’s Confidential Information provided hereunder.
11. Neither Party will be liable to the other for the acts or omissions of the Company’s financial institution.
12. If any provision of this EFT Agreement or the application thereof is to any extent held to be invalid or unenforceable, such provision shall be deemed to be severed from this EFT Agreement, and the remainder of this EFT Agreement shall not be affected and shall continue in full force and effect, enforceable to the fullest extent permitted by law or in equity.
13. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary to perform all of the terms and conditions of this EFT Agreement and the transactions contemplated hereby.
14. Subject to section 4, contacts or notices required with respect to this EFT Agreement shall be directed as follows:

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**ATCO Electric Ltd.**

10035-105 Street  
Edmonton, Alberta T5J 2V6

**Contact Name:** Vice President, Distribution Technology

**Alternate Contact Name:** Manager, Customer Care Services

**Telephone No.:** (780) 420-7122      **Alternate:** (780) 420-3194

**Facsimile No.:** (780) 420-8984      **Alternate:** (587) 9841928

**Retailer Name**

(address)

**Contact Name:**

**Alternate Contact Name:**

**Telephone No.:**      **Alternate:**

**Facsimile No.:**      **Alternate:**

IN WITNESS WHEREOF THE Parties have executed this EFT Agreement as of the day and year first above mentioned:

**[RETAILER NAME]**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATCO Electric LTD.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## **APPENDIX E Representation and Warranties Agreement**

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I/We \_\_\_\_\_, represents and warrants to ATCO Electric Ltd. as follows each time that the Retailer requests ATCO Electric Ltd. to disclose to the Retailer historical ELECTRIC consumption information for a site and acknowledges that ATCO Electric Ltd. is relying on such representations and warranties in disclosing the requested historical consumption information to the Retailer:

- (a) The Retailer is a party to a RETAIL SERVICE AGREEMENT with ATCO Electric Ltd. and is bound by the obligations and liabilities under the RETAIL SERVICE AGREEMENT and ATCO Electric Ltd's RETAILER TERMS AND CONDITIONS.
- (b) The Retailer has obtained from each of the customers to which the requested historical consumption information relates, all consents that are required under all applicable laws, for ATCO Electric Ltd to disclose to the Retailer, and for the Retailer to receive from ATCO Electric Ltd. such historical consumption information.
- (c) Where a Retailer is required to obtain consent, such consent must be in verifiable form. The consent, then, may be written (in hard copy or in an electronic form), or oral, so long as there is a methodology in place to record such consent in verifiable form the fact that consent was given. The retailer will retain records of all consent in a form that verifies proof of consent in accordance with applicable laws, and will produce those records on request by ATCO Electric Ltd. or the Market Surveillance Administrator, as defined in the Electric Utilities Act, as amended, or any authorized government agency.
- (d) The Retailer will maintain the confidentiality of, and will not use or disclose, the requested historical consumption information, except in accordance with all applicable laws.
- (e) ATCO Electric Ltd. makes no representation or warranty to the Retailer regarding the accuracy of any historical consumption information provided to the Retailer by ATCO Electric Limited.
- (f) The Retailer shall indemnify and save harmless ATCO Electric Ltd., its directors, officers, agents, employees and representatives (collectively, the "Distribution Company Parties") from and against all claims, demands, proceedings, losses, damages, liabilities, costs and expenses (including all legal costs on a solicitor and his own client basis and other professional fees and disbursements, interest, penalties and amounts paid in settlement) suffered or incurred by the Distribution Company Parties, or any of them, or which may be brought against or suffered by the Distribution Company Parties, or any of them, or which the Distribution Company Parties, or any of them, may sustain, pay or incur as a result of or arising directly or indirectly out of or in connection with any breach by the Retailer of, or any inaccuracy of, any of these representations or warranties of the Retailer, except to the extent that such breach or inaccuracy was a result of or arose directly or indirectly

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out of or in connection with any negligence or willful misconduct of ATCO Electric Ltd..

The Retailer's address for notice is:		The Corporation's address for notice is:	
Retailer Name:		ATCO Electric Limited	
Retailer Address:		10035 105 Street Edmonton, Alberta, T5J 2V6	
Attention:		Attention: Customer Care Services	
Facsimile:			
Retailer Business ID(s):			

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

Date: \_\_\_\_\_

**[RETAILER NAME]**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATCO Electric LTD.**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## **APPENDIX F Irrevocable Letter of Credit**

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### **BANK FORM –IRREVOCABLE LETTER OF CREDIT LETTER OF CREDIT NO.:**

**Applicant**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date of Issue:**

\_\_\_\_\_

**Amount: CAD \$**

\_\_\_\_\_

**and 00/100**

**Canadian Dollars**

**Expiry Date:**

\_\_\_\_\_

**Beneficiary:**

**ATCO Electric Ltd.**

10035-105 Street

Edmonton, AB T5J 2V6

At the request of and on behalf of the applicant we hereby establish in your favour our irrevocable letter of credit for a sum not exceeding the above mentioned aggregate amount.

This credit shall be available to you by your signed and endorsed sight draft drawn on **[name and address of the Canadian chartered bank]** when supported by your signed certificate stating that the amount drawn will be retained and used by you to meet our customer's obligations pursuant to ATCO Electric's Retailer Terms and Conditions ("terms and conditions"), as amended from time to time.

It is understood this credit is issued for the payment of monies only and we hereby agree that we shall honour your demand for payment without enquiring whether you have a right as between yourselves and the applicant to make such demand and without recognizing any claim of the applicant.

Drafts must indicate that they are drawn under **[name and address of Canadian chartered bank]** irrevocable letter of credit stating number and date.

Drafts drawn under this credit are to be endorsed hereon.

We hereby agree that drafts drawn under this credit will be duly honoured on presentation provided that all terms and conditions have been complied with and the drafts are presented to **[name and address of Edmonton/Calgary branch of Canadian chartered bank]** not later than the above mentioned expiry

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date. However, it is a condition of this standby letter of credit that it shall be deemed to be automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least 30 days prior to any such expiration date, we shall notify you in writing by registered mail or courier that we elect not to consider this letter of credit renewed for such further period.

Except so far as otherwise expressly stated, this letter of credit is subject to the "uniform customs and practice for documentary credits" (2007 revision) international chamber of commerce (publication no. 600).

For [name of bank]

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Counter signature

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Authorized signature

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## **APPENDIX G Guarantee**

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### **GUARANTEE**

TO: ATCO Electric Ltd. (the "Company")

THIS GUARANTEE made as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

In consideration of the Company now or hereafter entering into agreements and transactions (collectively the "Contracts") with \_\_\_\_\_ ("Customer"), a subsidiary of the undersigned \_\_\_\_\_ (the "Parent"), in connection with the provision by the Company of Distribution Access Service to serve the Customer's electricity customers and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Parent covenants and agrees with the Company as follows:

1. Parent hereby unconditionally and irrevocably guarantees to the Company, its successors and assigns, the prompt, timely and complete payment of all of the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by Customer to the Company pursuant to or arising from the Contracts (collectively, the "Obligations") plus any expenses (including all legal fees and disbursements) incurred by the Company in enforcing any of its rights under this guarantee and interest on unpaid amounts due under this guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgment, at the rates and in the currency applicable to Customer's debts under the Contracts.
2. The liability of Parent hereunder shall be absolute and unconditional and, without limitation, shall not be affected by:
  - (a) any lack of validity or enforceability of the Contracts, any change in the time, manner or place of payment or in any other term of the Contracts, or the failure on the part of Customer to carry out any of its obligations under the Contracts;
  - (b) the bankruptcy, winding-up, liquidation, dissolution or insolvency of the Customer or the Company;
  - (c) any lack or limitation of power, incapacity or disability on the part of Customer or of the directors, partners or Agents thereof or any other irregularity, defect or informality on the part of Customer in its obligations to the Company; or
  - (d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Customer in respect of any or all of the obligations of Customer to the Company pursuant to the Contracts.
3. The liability of Parent hereunder shall not be released, discharged, limited or in any way affected by anything done, suffered or permitted by the Company in connection with any duties or liabilities of Customer to the Company or any security therefore including any loss of or in

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respect of any security received by the Company from Customer or others. The Company may grant extensions of time or other indulgences, take and give up securities, accept compromises, grant releases and discharges and otherwise deal with Customer and other parties and securities as the Company may see fit, and may apply all moneys received from Customer or others, or from securities, upon such part of Customer's liability as it may think best, without prejudice to or in any way limiting or lessening the liability of Parent under this guarantee.

4. The Company shall not be bound or obligated to exhaust its recourse against Customer or other persons or any securities or collateral it may hold or take any other action before being entitled to demand payment or performance from Parent hereunder.
5. Parent shall not be entitled to claim or assert any defense available to Customer or claim or assert any set off, deduction, counterclaim or cross claim against Customer in respect of any liability of Customer to Parent.
6. This guarantee shall be a continuing guarantee and shall be binding as a continuing obligation of Parent until all of the Obligations of Customer have been satisfied.
7. Should the Company receive from Parent a payment or payments in full or on account of the liability under this guarantee, Parent shall not be entitled to claim repayment against Customer until the Company's claims against Customer have been paid in full; and in case of liquidation, winding up or bankruptcy of Customer (whether voluntary or compulsory) or in the event that Customer shall make a bulk sale of any of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Company shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and Parent shall continue to be liable, up to the amount guaranteed, for any balance which may be owing to the Company by Customer.
8. No failure on the part of the Company to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. Any loss of or in respect of securities received by the Company from Customer or any other person, whether occasioned through the fault of the Company or otherwise, shall not limit or lessen the liability of Parent under this guarantee.
9. Parent shall make payment to the Company of the Obligations forthwith after written demand therefore is made to Parent. The Company shall be entitled to make demand upon Parent at any time upon default in payment by Customer of the Obligations and upon such default the Company may treat all such Obligations as due and may forthwith collect from Parent all amounts guaranteed hereunder.
10. Upon an event of default of the Customer in payment of the Obligations, all debts and liabilities, present and future, of Customer to Parent are hereby postponed to the Obligations of Customer to the Company, and all money received by Parent in respect thereof shall be received in trust for the Company and forthwith upon receipt shall be paid over to the Company, the whole without in any way lessening or limiting the liability of Parent hereunder and this postponement is independent of the guarantee and shall remain in full force and effect until payment in full to the Company of all obligations of Parent under this guarantee.

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11. Unless a law requires otherwise, Parent will make all payments under this guarantee without deduction or withholding for any present or future taxes of any kind. If a law does so require, Parent will pay to the Company an additional amount as is necessary to ensure the Company receives the full amount the Company would have received if no deduction or withholding had been made.
  12. If any provision of this guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and all other provisions hereof shall continue in full force and effect.
  13. Parent hereby waives notice of acceptance of this instrument.
  14. Parent represents and warrants that:
    - (a) at the date hereof, the Customer is a subsidiary of the Parent;
    - (b) Parent is duly incorporated under the laws of its jurisdiction of incorporation, is validly subsisting, has full power and has been duly authorized by all necessary corporate and other action to carry on its business and to enter into and perform its obligations under this guarantee;
    - (c) all necessary consents and authorities of any government agency or tribunal or other regulatory authority having jurisdiction required for Parent to enter into and perform its obligations under this guarantee have been obtained;
    - (d) this guarantee constitutes legal, valid and binding obligations enforceable against Parent in accordance with its terms except to the extent that such enforceability may be limited by the bankruptcy or insolvency of Parent or similar laws respecting the rights of creditors of Parent generally or by the availability of specific performance or other equitable remedies being in the discretion of the court; and
    - (e) the execution and delivery of, the performance of its obligations under and the compliance with the provisions of this guarantee by Parent will not:
      - (i) contravene any existing applicable law, statute, rule or regulation, nor any judgment, decree or permit to which Parent is subject;
      - (ii) conflict with or result in any breach of any of the terms of, or constitute a default under, any indenture, deed, mortgage, trust, agreement or other instrument material to the business, assets or financial condition of Parent and to which Parent is a party or is subject or by which it or any of its property is bound; or
      - (iii) result in the creation of any lien, charge or encumbrance upon any of the property or assets of Parent.
  15. Any change or changes in the name of Customer shall not affect or in any way limit or lessen the liability of Parent hereunder and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of Customer.

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16. Any account settled or stated by or between the Company and Customer shall be accepted by Parent as conclusive evidence that the balance or amount thereby appearing due by Customer to the Company is so due.
17. (a) All notices permitted or required to be given pursuant to this guarantee shall be in writing and may be delivered by hand, mailed by registered mail or otherwise or sent by facsimile.
- (b) All notices shall be deemed to be sufficiently given and received if:
- (i) personally served on the other party by delivery during the normal business hours of the recipient at the addresses set forth below, which notices shall be deemed to have been received when actually delivered;
  - (ii) by facsimile (or by any other like method by which a written or recorded message may be sent) directed to the party on whom they are to be served at that party's fax number set forth below, which notice shall be deemed to have been received when actually received if received within the normal working hours of a business day, or, at the commencement of the next ensuing business day following transmission thereof; or
  - (iii) mailed by registered mail or postage prepaid to the other party, which notice shall be deemed to have been received on the fifth business day following the date of mailing thereof, provided that in the event of an actual or threatened postal strike or other labour disruption that may affect the mail service, notices shall be deemed to be sufficiently given and received only when actually received.
- (c) A party may change its address for the receipt of notices at any time by giving notice thereof to the other parties.
- (d) Addresses for notices authorized or required to be given pursuant to this Agreement are as follows:

**ATCO Electric Ltd**  
 10035-105 Street  
 Edmonton, Alberta T5J 2V6

[PARENT]

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 Facsimile:(\_\_\_\_) \_\_\_\_\_

18. This instrument is in addition and without prejudice to any securities of any kind (including without limitation guarantees and postponement agreements whether or not in the same form as this instrument) now or hereafter held by the Company.

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19. Notwithstanding anything else stated in this guarantee, this guarantee constitutes the entire agreement between the Company and the Parent with respect to the guarantee's subject matter and cancels and supersedes any prior understandings and agreements between the Company and the Parent. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties other than as expressly stated in this guarantee.
  20. This instrument shall be construed in accordance with the laws of the Province of Alberta, and Parent agrees that any legal suit, action or proceeding arising out of or relating to this instrument may be instituted in the courts of such province or territory, and Parent hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit the Company's right to bring proceedings against Parent elsewhere.
  21. This instrument shall extend to and enure to the benefit of the successors and assigns of the Company, and shall be binding upon Parent and the successors and assigns of Parent.

**[PARENT]**

Per: \_\_\_\_\_

c/s

Per: \_\_\_\_\_

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## **APPENDIX H Agency Appointment Agreement**

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**TO: ATCO Electric Ltd. (“the Company”)**

10035-105 Street

Edmonton, Alberta T5J 2V6

I/We \_\_\_\_\_ (“the Retailer or Self-Retailer”) hereby appoint  
\_\_\_\_\_ (“the Agent”) as the Retailer or Self-Retailer’s sole and  
exclusive Agent to:

- (a) request and receive the Retailer’s Customer Usage Information (“Customer Information”) including, without limitation interval, meter data, financial billing data, site configuration data, and site and service information, from the Company on behalf of the Retailer; and
- (b) deal with the Company on behalf of the Retailer with respect to all Distribution Access Services provided by the Company to the Retailer including, but not limited to, metering, meter reading, billing and invoicing for Distribution Access Service at the Self-Retailer’s site;

(Collectively referred to as “Arrangements”)

The Agent agrees to enter into such further agreements with the Company as the Company deems necessary to permit the Company to deal with the Agent on behalf of the Retailer.

The Retailer acknowledges and agrees to be bound by the terms and conditions of any agreement between the Agent and the Company with respect to the Customer Information and/or Distribution Access Service. The Retailer further acknowledges, agrees to, and hereby does, ratify and confirm all actions taken by the Agent on the Self-Retailer’s behalf.

The Agent acknowledges and agrees to act in accordance with the terms and conditions of any agreement between the Retailer and the Company with respect to the Customer Information and/or Distribution Access Services including, but not limited to the Company’s Retailer Terms and Conditions and the Company’s Terms and Conditions for Distribution Service Connections, as they are approved by the Alberta Energy and Utilities Board, from time to time (collectively, “Terms and Conditions”).

The Company may rely exclusively upon, and deal exclusively with, the Agent with respect to all Arrangements on the Self-Retailer’s behalf as if the Arrangements had been made by the Self-Retailer.

The Retailer confirms and agrees that:

- (a) the Retailer is responsible for the payment of all amounts pursuant to the Terms and Conditions;
- (b) the Retailer shall make all payments required pursuant to the Terms and Conditions and pursuant to any Arrangements made by the Agent on behalf of the Self-Retailer, when due.

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The Retailer and Agent, jointly and severally covenant to indemnify and save harmless the Company, and its directors, officers, employees, Agents and representatives (“Indemnified Parties”) from any and all damages, costs, expenses (including, but not limited to, attorney fees on a solicitor and own client basis), losses or claims incurred by such Indemnified Parties directly or indirectly resulting or arising from the Company’s reliance upon the Agent’s authority hereunder, and/or from the acts or omissions of the Agent in exercising its authority hereunder.

This Appointment and the Agent’s authority to act hereunder shall be and remain in full force and effect until the Retailer notifies ATCO Electric Ltd. in writing that the Retailer has revoked its appointment of the Agent as its Agent.

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RETAILER NAME

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DATE

Accepted by:

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AGENT

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DATE