

Electric Service Agreement for Generating Customers

ELECTRIC SERVICE AGREEMENT for Generating Customers ("GC Agreement") made the **Day of Month, Year**

BETWEEN: **Customer Name** **Project #**
 Address
 City, Prov PC
 (hereinafter called the "Generating Customer")

- and -

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

WHEREAS for the purposes of this agreement, "Generating Customer" shall mean a Customer with on-site generating equipment that is interconnected with the Company's distribution facilities;

WHEREAS the Generating Customer has requested the Company to provide the facilities required to interconnect the Generating Customer's equipment to the Company's distribution system at a location known as:

Legal Location **Site ID# - 0010#####**

1. The Generating Customer and the Company agree as follows:

i. Initial Term (for DCD):	N/A
ii. Allowable Maximum Demand (based on production and consumption demand):	Consumption Demand – ## kW Production Demand – ## MW
iii. Minimum Distribution Contract Demand (per part (i)):	N/A
iv. Service Configuration (voltage/phase/# of wires):	# kV
v. Minimum Contract Charge (Idle Charge):	As per Applicable Price Schedule
vi. Applicable Price Schedule(s):	D32
vii. Capital Recovery Charges:	
(a) Incremental Interconnection Costs	Amount dollars (\$##.00)
(b) Payment Term (for facilities to interconnect generator)	N/A
(c) Incremental Operations and Maintenance Charges:	As defined in D32
(d) Incremental Administration and General Charges:	As defined in D32
viii. Special Arrangements:	

2. The Generating Customer shall pay to the Company all ongoing Operating and Maintenance and Administration and General charges (the "Charges") associated with the facilities provided by the Company to interconnect each generator to the Company's distribution system. The Charges will be calculated in accordance with the Terms and Conditions. If the Generating Customer has multiple generators at the Said Location, each generator will be individually metered (covered under separate agreements) and the Charges will be divided and billed to each generator service. In the event the Generating Customer adds or removes a generator at the Said Location, the Company, in its sole discretion, may modify the interconnection facilities and/or the Charges and divide and bill the ensuring Charges to the remaining generator services. The Generating Customer shall give the Company 30 days written notice prior to adding or removing generators at the Said Location.

3. This GC Agreement is subject to the ATCO Electric Ltd. – Terms and Conditions for Distribution Service Connections ("Terms and Conditions"), as amended from time to time, which are approved by the Alberta Utilities Commission ("AUC").
4. The service provided hereunder is provided for the Generating Customer's use only at the said location and the Generating Customer shall not permit any other person to use such service.
5. The Generating Customer acknowledges that it has reviewed and understands these Terms and Conditions and agrees to be bound by them in all transactions with ATCO Electric.
6. The Generating Customer acknowledges that it has been offered a copy of ATCO Electric's Technical Guideline for Interconnection of Generators to Distribution Systems and agrees to follow the requirements, policies and business practices detailed therein required to interconnect generating equipment to the Company's distribution facilities.
7. The Generating Customer acknowledges that it has been offered a copy of ATCO Electric's Customer Guide to New Extensions and is aware of the policies and business practices of the Company detailed therein required to build distribution system extensions.
8. The Generating Customer acknowledges that it has submitted to the Company a fully completed and executed Operating Agreement and agrees to be bound by the provisions stated therein.
9. 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.
10. This GC Agreement shall be effective on the date service is first made available and thereafter shall remain in effect until terminated by either party in accordance with Article 15, as applicable, of the Terms and Conditions.
11. This GC 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.
12. This GC 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.
13. If any provision of this GC Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this GC 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.
14. Contacts or Notices required with respect to this GC Agreement shall be directed as follows:

ATCO Electric Ltd.,
10035 – 105 Street, Edmonton, Alberta, T5J 2V6
Attn: Supervisor, Department Name

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

Customer Name

ATCO ELECTRIC LTD.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____