



RETAILER TERMS AND CONDITIONS OF ELECTRIC DISTRIBUTION SERVICE

## Table of Contents

ARTICLE 1 - INTRODUCTION .....	4
ARTICLE 2 - DEFINITIONS AND INTERPRETATION .....	4
2.1    Definitions .....	4
ARTICLE 3 - GENERAL PROVISIONS .....	4
3.1    Appendices .....	4
3.2    Board approval.....	5
3.3    Distribution tariff .....	5
3.4    Effective date .....	5
3.5    Ownership of facilities .....	5
3.6    New facilities and service additions.....	5
ARTICLE 4 - GENERAL OBLIGATIONS OF RETAILERS .....	5
4.1    Timelines, due diligence and security requirements .....	5
4.2    Arrangements with members .....	5
4.3    Responsibility for electric purchases .....	5
4.4    Retailer authorization .....	6
4.5    Retailer identification .....	6
4.6    Single retailer for member .....	6
4.7    Rates and other charges .....	6
ARTICLE 5 - MEMBER ENQUIRIES AND MEMBER INFORMATION .....	6
5.1    Member enquiries .....	6
5.2    Member enquiries related to emergency situations and outages .....	6
5.3    Member information .....	6
5.3.1    Provision of member information to a retailer.....	6
5.3.2    Provision of member information to EQUUS .....	7
ARTICLE 6 - PROVISION OF SERVICE .....	7
6.1    Qualification for service .....	7
6.2    Application for Enrollment.....	7
ARTICLE 7 - BILLING & PAYMENT .....	8
7.1    Retail billing.....	8
7.2    Payment and collection terms .....	8
7.3    Late or unpaid bills.....	8
7.4    Adjustment of bills .....	8
7.4.1    Billing error.....	8
7.4.2    Unauthorized use.....	8
ARTICLE 8 - ELECTRIC DISTRIBUTION SERVICE INTERRUPTION .....	9
8.1    Continuous supply .....	9
8.2    Interruption.....	9
8.3    Reasonable efforts .....	9
ARTICLE 9 - DISCONTINUANCE OF ELECTRIC DISTRIBUTION ACCESS SERVICE.....	9
9.1    Discontinuance by the retailer.....	9
9.2    Discontinuance by EQUUS.....	9
ARTICLE 10 - SERVICE DISCONNECTS AND RECONNECT.....	10
10.1    Disconnection of service .....	10
10.1.1.    Disconnection by EQUUS.....	10



10.1.2	Disconnection at request of retailer .....	10
10.1.3	Reconnect service .....	10
ARTICLE 11 - SECURITY REQUIREMENTS .....		10
11.1	Setting of security requirements .....	10
ARTICLE 12 - METERING .....		11
12.1	Provision and ownership.....	11
12.2	Meter reading .....	11
12.3	Meter test and adjustments .....	11
ARTICLE 13 - LOAD SETTLEMENT .....		11
13.1	Request for additional settlement information.....	11
13.2	No liability for errors.....	11
ARTICLE 14 - DEFAULT .....		12
14.1	Events of default .....	12
14.2	Rights upon default.....	12
ARTICLE 15 - LIABILITY AND INDEMNITY .....		12
15.1	Indemnity .....	12
15.2	Consequential loss .....	13
ARTICLE 16 - FORCE MAJEURE.....		13
16.1	Force Majeure Relief.....	13
16.2	Exclusions .....	13
16.3	Notice .....	13
16.4	Obligation to remedy .....	13
ARTICLE 17 - DISPUTE RESOLUTION .....		13
17.1	Resolution by EQUUS and retailer.....	13
ARTICLE 18 - MISCELLANEOUS .....		13
18.1	Compliance with applicable legal authorities .....	13
18.2	No assignment .....	14
ARTICLE 19 - NOTICE.....		14
APPENDIX A - COMPLIANCE TESTING PROTOCOL .....		15
APPENDIX B – SECURITY REQUIREMENTS .....		16
APPENDIX C - RETAILER SERVICE AGREEMENT.....		17
APPENDIX D – SCHEDULE OF RATES .....		20

## ARTICLE 1 - INTRODUCTION

EQUUS will provide electric distribution service for any member who has made arrangements with a retailer for retail electricity services at a site according to these Terms and Conditions. They govern the relationship between EQUUS, as a wire owner, and retailers, as well as to the relationship between EQUUS and any member for whom a retailer is acting as an agent in its dealings with EQUUS.

These Terms and Conditions serve as a companion to the Terms and Conditions of Electric Distribution Service, which govern the relationship between EQUUS and members, or any other person whom the member has assigned to act on the member's behalf in dealings with EQUUS.

## ARTICLE 2 - DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

All terms not otherwise defined below have the meaning given them by the *Electric Utilities Act*, SA 2003 c E-5.1 ("Act") and accompanying *Regulations*, the Alberta Utilities Commission ("AUC") Rule 021 or the Settlement System Code ("SSC"):

- a) "*Automated Metering Infrastructure*" means the integrated system of smart meters, communication networks and data management systems that enables two-way communication between meters and EQUUS staff or members;
- b) "*Customer*" means a member who has contracted with a retailer for provision of retail electricity services;
- c) "*Demand*" means the maximum rate at which electric energy is delivered, expressed in kilovolt Amp (kVA), kiloWatt (kW), or other suitable unit;
- d) "*Force Majeure*" means an event or circumstance that wholly or partly prevents EQUUS from performing any of its obligations under these Terms and Conditions, as long as (a) the event or circumstance is not reasonably within the control EQUUS, (b) the event or circumstances was not caused in whole or part by the negligence of EQUUS, and (c) EQUUS cannot, in good faith perform the obligations by any reasonable substitute means;
- e) "*Point of Service*" means the point at which EQUUS' service conductors are connected to the conductors or apparatus of a member; and
- f) "*Terms and Conditions*" means these Retailer Terms and Conditions of Electric Distribution Service, and any amendments.

## ARTICLE 3 - GENERAL PROVISIONS

### 3.1 Appendices

The attached appendices form part of these Terms and Conditions:

- Appendix A: Compliance Testing Protocol  
Appendix B: Security Requirements  
Appendix C: Retailer Service Agreement  
Appendix D: Schedule of Rates

### **3.2 Board approval**

The board of directors has approved these Terms and Conditions and may, by further board approval, amend these Terms and Conditions from time to time and will subsequently file the new Terms and Conditions for information with the AUC. Where there is an existing arrangement between EQUUS and a retailer based on these Terms and Conditions, EQUUS will provide not less than 60 days written notice to the retailer of any planned amendment(s), excluding any board-approved amendments made to the rates contained within Appendix D – Schedule of Rates to these Terms and Conditions, and will work with the retailer on a reasonable best efforts basis to address any related concerns of the retailer.

### **3.3 Distribution tariff**

These Terms and Conditions form part of the Distribution Tariff.

### **3.4 Effective date**

These Terms and Conditions are effective May 1, 2015. Updates will be issued with the effective date of the amendments indicated thereon. Notice of the updated and amended Terms and Conditions will be provided to any retailer who has entered into a Retailer Service Agreement with EQUUS, and updated Terms and Conditions are effective for all Retailers as of the effective date of the amendment.

### **3.5 Ownership of facilities**

EQUUS remains the owner of all facilities necessary to provide retail electricity services by retailers to members.

### **3.6 New facilities and service additions**

EQUUS will communicate directly with existing and potential members regarding all aspects of construction, operations and maintenance of EQUUS' distribution system.

## **ARTICLE 4 - GENERAL OBLIGATIONS OF RETAILERS**

### **4.1 Timelines, due diligence and security requirements**

- a) Retailers will exercise due diligence and use reasonable efforts in meeting their obligations under this Agreement, and perform those obligations in a timely manner.
- b) The retailer shall adhere to all credit, deposit and security requirements specified in these Terms and Conditions.
- c) The retailer shall make every effort to ensure that its Customers are aware of the provisions of these Terms and Conditions that may affect them.

### **4.2 Arrangements with members**

Unless otherwise stated, the retailer will be solely responsible for having appropriate contractual or other arrangements with its Customers regarding the provision of retail electricity services. EQUUS will not be responsible for monitoring, reviewing or enforcing those contracts or arrangements and will not be liable for any loss, damages, cost, injury, expense or other liability, whether direct, indirect, consequential or special in nature, howsoever caused, as a result of the retailer's failure to perform its obligations to its Customers.

### **4.3 Responsibility for electric purchases**

The retailer will be solely responsible to procure electric energy on behalf of its Customers, including a share of the energy losses in EQUUS' facilities, and for arranging the delivery of such energy to the Point of Service for Customers, subject to these Terms and Conditions.

#### **4.4 Retailer authorization**

The retailer will be responsible for obtaining authorization from each member authorizing the enrollment of that member as a Customer of the retailer. The SSC governs relevant enrollment transactions and notifications.

#### **4.5 Retailer identification**

Any information exchange or communications between the retailer and EQUUS under these Terms and Conditions will be consistent with the SSC. The retailer may, as part of the arrangement for electric distribution service, use more than one retailer identification number so long as it is consistent with the SSC.

#### **4.6 Single retailer for member**

EQUUS shall not be required to recognize and deal with more than one retailer regarding a Point of Service at any given time.

#### **4.7 Rates and other charges**

EQUUS will provide and be paid for services as set out in these Terms and Conditions. All additional services provided by EQUUS to a retailer or member will be charged a separate rate or other charge, such as those included in Appendix D. Payment for these services will be according to the provisions of these Terms and Conditions.

### **ARTICLE 5 - MEMBER ENQUIRIES AND MEMBER INFORMATION**

#### **5.1 Member enquiries**

For members requesting information on retail electricity services, EQUUS will make available the following information:

- a) Notification and informational materials to consumers about competition and consumer choices;
- b) Direct members, on request, to a source where they may obtain the current list of licensed retailers maintained in accordance with the *Consumer Protection Act*, RSA 2000, c C-26.3. EQUUS is under no obligation to assure the accuracy of this list; and
- c) Provide members with a list of retailers currently registered with EQUUS.

#### **5.2 Member enquiries related to emergency situations and outages**

Retailers will make every effort to ensure members contacting the retailer regarding distribution emergency conditions, outages, safety or environment situations related to EQUUS' electric distribution system are immediately and directly referred to EQUUS.

#### **5.3 Member information**

##### ***5.3.1 Provision of member information to a retailer***

EQUUS will provide standard member energy usage information by site to a retailer that has a Retailer Service Agreement and a representation and warrant document in place with EQUUS. Pursuant to AUC Rule 010, the representation and warrant document is to be recognized as being demonstrative proof that member consent was obtained by the retailer each time the retailer makes a request for historic usage information. Where EQUUS agrees, the retailer may use another means to convey the required member authorization for release of their usage information, including as set out in AUC Rule 010.

The information will include:

- a) The 425 calendar days preceding the date of the request, or
- b) For any shorter period for which EQUUS has collected that information.

A retailer may request such usage information prior to an application for enrollment. The information referred to above will be provided by EQUUS at no additional cost for requests made once per year per account. EQUUS reserves the right to assess a charge for additional member usage information requests as set forth in Appendix D.

### **5.3.2 Provision of member information to EQUUS**

The retailer must, in accordance with the SSC, notify EQUUS as promptly as reasonably practical of any changes to member Information.

## **ARTICLE 6 - PROVISION OF SERVICE**

### **6.1 Qualification for service**

The retailer must fulfill the following requirements to the satisfaction of EQUUS before EQUUS will provide electric distribution service to that retailer:

- a) Submit to EQUUS a copy of fully completed, executed Retailer Service Agreement, Appendix C;
- b) Furnish a certified copy of the license issued to it and warrant in writing to EQUUS that it is licensed pursuant to and will comply with the provisions of the *Consumer Protection Act*, RSA 2000 c C-26.3 and any applicable regulation;
- c) Satisfy the credit requirements of EQUUS according to these Terms and Conditions;
- d) Meet the compliance testing protocol of EQUUS regarding information exchange as set out in Appendix A;
- e) Warrant in writing to EQUUS that it has been registered by the Alberta Electric System Operator as a pool participant; and
- f) Meet any other requirements that EQUUS, acting reasonably, may impose in order to provide electric distribution service to the retailer.

Upon satisfaction of the above requirements, EQUUS will provide electric distribution service to the retailer subject to these Terms and Conditions. EQUUS reserves the right, acting reasonably, to discontinue electric distribution service to the retailer if at any time the retailer fails to meet these requirements.

### **6.2 Application for Enrollment**

- a) In order to initiate the provision of electric distribution service by EQUUS in relation to a specific Customer, the retailer will complete and provide to EQUUS an enrollment of the Customer.
- b) EQUUS will provide electric distribution service to the retailer. EQUUS reserves the right to verify the identity of the Customer and to reject an enrollment if the required SSC transaction is absent.
- c) Enrollments will be processed by EQUUS on a first-come, first-served basis. Each enrollment will be time and date-stamped when received by EQUUS.
- d) Once the enrollment is submitted, EQUUS will exercise reasonable efforts to provide the retailer, in electronic form, same day notification whether the enrollment has been accepted or rejected. If an enrollment is accepted, the effective date of the acceptance and the commencement of electric distribution service will be confirmed. If an enrollment is rejected, EQUUS will provide reasons for the rejection.
- e) EQUUS will use commercially reasonable efforts to obtain monthly meter reads on all of its in-service meters using automated meter reading via AMI. EQUUS will complete an actual meter read at the

time of the enrollment. Where this is not possible due to technical issues or outage, EQUS will estimate a meter read. At the request of the retailer (or member), EQUS will obtain an actual off-cycle meter read and assess a charge to the retailer according to EQUS' distribution tariff.

- f) If more than one enrollment is received for a site while an earlier enrollment is pending, only the first valid enrollment received by EQUS will be processed in that period.
- g) EQUS reserves the right to refuse electric distribution service, at any Point of Service, to a retailer who is in default under these Terms and Conditions.
- h) The retailer will not be liable to EQUS for any outstanding indebtedness of the member to EQUS, which accrued prior to the receipt by the retailer of electric distribution service.

## **ARTICLE 7 - BILLING & PAYMENT**

### **7.1 Retail billing**

EQUS will bill the retailer for electric distribution service provided to the retailer as follows:

- a) EQUS will invoice the retailer based on guidelines identified in the Tariff Billing Code Rule 004;
- b) EQUS will not assume any billing or collection obligations or responsibilities for or on behalf of the retailer. The retailer will process Customer payments and handle collection responsibilities. EQUS may, at its sole discretion and in addition to any other remedies available to it, terminate electric distribution service to the retailer, if the retailer does not pay all outstanding bills according to these Terms and Conditions.

### **7.2 Payment and collection terms**

- a) The retailer shall pay in full the amount invoiced to it by EQUS by electronic means, on or before the 25th day following the date of the invoice.
- b) The retailer shall pay all amounts owed to EQUS whether or not the Customer has paid the retailer.
- c) Failure to receive a bill does not release a retailer from the obligation to pay the amount owing for electric distribution service provided by EQUS.

### **7.3 Late or unpaid bills**

If a retailer defaults or is late in paying charges, EQUS will provide the retailer notice as required by the *Distribution Tariff Regulation, Alta Reg 162/2003*, and will be entitled to draw on the credit facility of the retailer within 3 business days of providing such notice. EQUS may require an additional deposit to replace the funds drawn down because of the default or late payment by the retailer. EQUS shall charge interest on the late payment as set forth in according to EQUS' distribution tariff.

### **7.4 Adjustment of bills**

#### **7.4.1 Billing error**

Should the retailer dispute any amount owing, the retailer shall nonetheless pay the disputed amount and refer the dispute for resolution according to these Terms and Conditions. Following resolution of any dispute, EQUS will return any amount found owing to the retailer forthwith. The right or ability of either party to dispute a bill for service provided shall only apply to bills rendered during a period of two (2) years prior to the date of a written notice of the dispute. EQUS may assess a charge to the retailer for reviewing billing disputes, in circumstances where EQUS has not been responsible for any billing error, according to EQUS' distribution tariff.

#### **7.4.2 Unauthorized use**

Where EQUS determines that there has been unauthorized use of electric service including, but not





limited to, meter tampering, unauthorized connection or reconnection, theft or fraud whereby EQUUS is denied full compensation for electric distribution service provided, EQUUS will bill the retailer for EQUUS' estimate of such unauthorized use. Nothing in this section limits any other rights or remedies that EQUUS may have in connection with such unauthorized use.

## **ARTICLE 8 - ELECTRIC DISTRIBUTION SERVICE INTERRUPTION**

### **8.1 Continuous supply**

EQUUS shall make all reasonable efforts to provide electric distribution service according to these Terms and Conditions, but EQUUS does not guarantee against interruptions.

### **8.2 Interruption**

Without liability of any kind to EQUUS, EQUUS shall have the right to disconnect or otherwise curtail, interrupt or reduce electric distribution service to the retailer (and the retailer's Customers) whenever EQUUS reasonably determines, or when EQUUS is directed by the system controller, that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of EQUUS' facilities; to maintain the safety and reliability of EQUUS' electric distribution system; or due to any other reason, including emergencies, forced outages, potential overloading of EQUUS' electric distribution system or Force Majeure.

### **8.3 Reasonable efforts**

EQUUS shall use reasonable efforts to minimize any scheduled curtailment, interruption or reduction to the extent reasonably practicable under the circumstances, to provide the member with prior notification of any such curtailment, interruption or reduction to the extent reasonably practicable, and to resume electric distribution service as promptly as reasonably practicable.

## **ARTICLE 9 - DISCONTINUANCE OF ELECTRIC DISTRIBUTION ACCESS SERVICE**

### **9.1 Discontinuance by the retailer**

- a) To discontinue electric distribution service, a retailer shall complete and provide to EQUUS a written notice of de-enrollment of service in the form and manner set out in compliance with the SSC.
- b) In accordance with these Terms and Conditions, EQUUS will use commercially reasonable efforts to obtain monthly meter reads on all of its in-service meters using automated meter reading via AMI. EQUUS will complete an actual meter read at the time of the enrollment. Where this is not possible due to technical issues or outage, EQUUS will estimate a meter read. At the request of the retailer (or Customer), EQUUS shall obtain an actual off-cycle meter read and assess a charge to the retailer according to EQUUS' distribution tariff.
- c) EQUUS will accept a notice of de-enrollment of a Customer by a retailer for discontinuance of electric distribution service as required by the SSC and these Terms and Conditions.
- d) EQUUS will not be held liable for any disputes between the Customer and the retailer.
- e) Upon receipt of a valid notice of de-enrollment of electric distribution service from a retailer, EQUUS will process the transaction in accordance with the SSC.
- f) In accordance with the SSC, the retailer shall remain responsible for service to the Customer until the de-enrollment is processed by EQUUS.

### **9.2 Discontinuance by EQUUS**

EQUUS may discontinue electric distribution service to the retailer and the retailer's Customers if any of the following occur:

- a) The retailer has lost its license under the provisions of the *Consumer Protection Act, RSA 2000, c C-26.3*;
- b) The retailer has failed to meet its obligations under these Terms and Conditions or the Retailer Service Agreement with EQUUS;
- c) The retailer has failed to meet its credit requirements pursuant to Appendix B; or
- d) On account of theft, fraud or tampering with metering equipment.

Notification of discontinuance will be made electronically to the retailer and by mail to the member. Upon discontinuance of electric distribution service pursuant to this provision, the provisions of the affected services may be assumed by another eligible retailer from which the Customer elects to obtain services.

## **ARTICLE 10 - SERVICE DISCONNECTS AND RECONNECT**

### **10.1 Disconnection of service**

#### **10.1.1. Disconnection by EQUUS**

- a) EQUUS has the right to disconnect electric service to the member in a number of circumstances, including evidence of safety violations, theft, fraud or tampering with metering equipment by the member. If a member requests EQUUS to disconnect service, EQUUS will refer the member to the retailer. The only exception is in the event that the member request is for safety reasons.
- b) If the disconnect is a result of a safety violation, EQUUS will reconnect the service when the safety problem is resolved and when the member has provided, or paid EQUUS' costs of providing, such devices or equipment as may be necessary to resolve such safety problem and to prevent such damage, interference or disturbance.

#### **10.1.2 Disconnection at request of retailer**

- a) The retailer has the right in certain circumstances to request that EQUUS disconnect service to a particular Customer, and EQUUS shall comply with that request, unless that action is inconsistent with EQUUS' Terms and Conditions of Electric Distribution Service.
- b) If a retailer requests EQUUS to disconnect a member for non-payment, a retailer shall de-enroll the site and provide updated member information to EQUUS.
- c) If a retailer requests EQUUS to disconnect service to a particular Customer for idle service, EQUUS reserves the right to charge the retailer the member's monthly idle service charges.
- d) EQUUS reserves the right to assess charges to the retailer to disconnect service to a member.

#### **10.1.3 Reconnect service**

Before reconnecting or restoring service to a particular member:

- a) The retailer must provide EQUUS with sufficient notice to reconnect service;
- b) EQUUS reserves the right to charge the retailer for each month of disconnection, if the service was previously on idle and is reconnected within 12 months of disconnection; and
- c) EQUUS reserves the right to assess a reconnection charge according to EQUUS' distribution tariff.

## **ARTICLE 11 - SECURITY REQUIREMENTS**

### **11.1 Setting of security requirements**

Retailers shall meet and maintain security requirements as EQUUS deems appropriate to ensure that the retailer is and remains of sufficient financial standing to meet its ongoing financial obligations under these Terms and Conditions. The security requirements are set out in detail in Appendix B.

## **ARTICLE 12 - METERING**

### **12.1 Provision and ownership**

The meters used by EQUS to assess the level of electric distribution service charges to the retailer will be the same meters used to provide member billing information to the retailer. EQUS will provide, install and seal all meters for each Point of Service of a Customer according to EQUS' Terms and Conditions of Electric Distribution Service. Interval recording meters shall be installed for a member who has a connected load exceeding the threshold defined under the SSC. Each meter remains the property of EQUS.

### **12.2 Meter reading**

- a) Metered load will be based on meter readings made by EQUS via AMI, or on estimates for those billing periods when the meter is not read due to technical issues or outage. EQUS reserves the right to assess a charge to the retailer for non-scheduled meter readings, according to EQUS' distribution tariff.
- b) For small general service members whose load requirements are small, consistent, and can be accurately predicted, the billing demand (the demand expressed in kilovolt Amp (kVA), kiloWatt (kW), or other suitable unit, upon which billing to a member is based) may be determined, at the sole discretion of EQUS, by circuit breakers, or from the nameplate rating of the member's equipment rather than being metered.

### **12.3 Meter test and adjustments**

- a) EQUS may inspect and test a meter at any reasonable time. At the request of a retailer, an on-site meter verification will be arranged.
- b) If a test determines that the meter is not accurate within the limits set by government standards, the retailer's bill will be adjusted accordingly. Where it is impossible to determine when the error commenced, it shall be deemed to have commenced three (3) months before the test or the date of the meter installation, whichever occurred later. EQUS shall not be liable to the retailer or member for any additional costs that are associated with such metering or meter reading errors.
- c) EQUS reserves the right to assess a charge to the retailer for a meter test, in circumstances where EQUS has not been responsible for any metering error, according to EQUS' distribution tariff.

## **ARTICLE 13 - LOAD SETTLEMENT**

### **13.1 Request for additional settlement information**

A retailer may request profiling and settlement information in addition to the information required pursuant to the SSC providing:

- a) The retailer provides a written request to EQUS outlining the purpose for the additional settlement information; and
- b) The additional settlement information applies only to the Customers of the retailer.

Upon satisfaction of the above requirements, EQUS will advise the retailer in a written proposal of the type of work, time of delivery and charges necessary to provide the additional settlement information to the retailer.

### **13.2 No liability for errors**

EQUS shall not be responsible for any estimating errors and shall not be liable to the retailer for any costs that are associated with such estimating errors.

## **ARTICLE 14 - DEFAULT**

### **14.1 Events of default**

An event of default under these Terms and Conditions and the Retailer Service Agreement will occur if either EQUS or the retailer:

- a) Is the subject of a bankruptcy, insolvency or similar proceeding;
- b) Makes an assignment for the benefit of its creditors;
- c) Applies for, seeks, consents to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets; or
- d) Fails to pay the non-defaulting party when payment is due, or to satisfy any other material obligation under these Terms and Conditions or the Retailer Service Agreement including fulfilling the creditworthiness requirements according to these Terms and Conditions, and fails to remedy the failure or satisfy the obligation within ten (10) business days after receipt of written notice from the non-defaulting Party.

### **14.2 Rights upon default**

In an event of default, the non-defaulting party shall be entitled to pursue any and all available legal and equitable remedies and terminate the Retailer Service Agreement without any liability or responsibility whatsoever, except for obligations arising prior to the date of termination. The non-defaulting party shall provide written notice to the defaulting party of its intention to terminate electric distribution service.

## **ARTICLE 15 - LIABILITY AND INDEMNITY**

### **15.1 Indemnity**

- a) EQUS and the retailer will indemnify and hold harmless the other party and its directors, officers, employees, agents and representatives from and against any direct damages, injuries, losses and other liabilities claimed against the indemnitee, and all related costs and expenses (including reasonable legal fees) suffered or incurred by it in relation to any claims, cause of action, action, suit or proceeding by a third party which arises from damage to property or injury to or death of persons resulting from the indemnitor's failure to perform its obligations under these Terms and Conditions which failure is caused by the negligence or willful act of the indemnitor or any of its directors, officers, employees, agents or representatives acting within the scope of their authority or employment. The indemnity will be limited to an amount in proportion to the degree to which the indemnitor or its directors, officers, employees, agents or representatives acting within the scope of their authority or employment are at fault. For the purpose of this section, "willful act" means any act or omission which is an intentional tort or an intentional breach of any obligations under these Terms and Conditions.
- b) Except to the extent to which either party is required to indemnify the other party, neither party, nor its directors, officers, agents, employees, and representatives, will be liable to the other party for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the other party, its directors, officers, employees, agents and representatives howsoever and whenever caused, and each party, for itself and as agent for its directors, officers, agents, employees and representatives hereby forever release the other party, its directors, officers, agents, employees and representatives from any liability or obligation in respect thereof. For greater certainty, neither party shall be limited in a claim against the other for specific performance or other equitable relief in relation thereto, or direct damages only and related costs and expenses (including reasonable legal fees), arising from a breach of these Terms and Conditions.



## **15.2 Consequential loss**

Neither party will be liable to the other party, and EQUUS shall not be liable to the member with respect to matters for which retailer is acting as agent for the member, for any damage, cost, expense, injury loss or other liability of an indirect, special or consequential nature suffered by the other party or claimed by any third party against the other party which arises due to such party's failure to perform its obligations under these Terms and Conditions or for any other reason (including negligence on its part or on the part of any person for whose acts it is responsible), howsoever and whenever caused, and whether arising in contract, negligence or other tort liability, strict liability or otherwise; and without limiting the generality of the foregoing, damage, injury or loss of an indirect or consequential nature shall include loss of revenue, loss of profits, loss of production, loss of earnings, loss of contract, cost of purchased or replacement capacity and energy, cost of capital and loss of the use of any facilities or property owned, operated, leased or used by the other party.

## **ARTICLE 16 - FORCE MAJEURE**

### **16.1 Force Majeure Relief**

EQUUS or retailer, as the case may be, is relieved of its obligations hereunder, and shall not be liable for any failure to perform any term of these Terms and Conditions to the extent that and when such failure is due to, or is a consequence of, any event of Force Majeure.

### **16.2 Exclusions**

Notwithstanding the definition of Force Majeure, lack of funds shall not be an event of Force Majeure.

### **16.3 Notice**

The party claiming relief from liability under the provisions of this section shall promptly give the other party notice of the Force Majeure including full particulars thereof and shall promptly give the other party notice when the Force Majeure event ceases to prevent performance pursuant to these Terms and Conditions.

### **16.4 Obligation to remedy**

The party claiming relief from liability under the provisions of this section shall promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.

## **ARTICLE 17 - DISPUTE RESOLUTION**

### **17.1 Resolution by EQUUS and retailer**

If any dispute between EQUUS and a retailer arises at any time in connection with these Terms and Conditions, EQUUS and the retailer acting reasonably and in good faith, shall use all reasonable efforts to resolve the dispute as soon as possible in an amicable manner. If the dispute cannot be otherwise resolved, the dispute will be resolved pursuant to the *Arbitration Act*, RSA 2000, c A-43. All performance required under these Terms and Conditions by EQUUS and the retailer and payments shall continue during the dispute resolution proceedings.

## **ARTICLE 18 - MISCELLANEOUS**

### **18.1 Compliance with applicable legal authorities**

EQUUS and the retailer are subject to, and shall comply with, all existing or future applicable federal,



provincial and local laws, all existing or future orders or other actions of the System Controller or of governmental authorities having applicable jurisdiction.

**18.2 No assignment**

Neither EQUUS nor the retailer shall assign any of its rights or obligations under these Terms and Conditions or the Retailer Service Agreement without obtaining (a) any necessary regulatory approval(s); and (b) the prior written consent of the non-assigning party.

**ARTICLE 19 - NOTICE**

All notices, demands or requests required or permitted under these Terms and Conditions or a Retailer Service Agreement shall be in writing and shall be personally delivered, couriered or faxed to the addresses and the addressees set out in the Retailer Service Agreement. Notice received after the close of the business day shall be deemed received on the next Business Day.



## **APPENDIX A - COMPLIANCE TESTING PROTOCOL**

### **PURPOSE**

The purpose of compliance testing is to verify that the retailer is compliant with the data transfer standards as specified in the SSC and has the necessary technical environment to send, receive, and translate the standard transactions. The installation and configuration of hardware and software as well as the establishment of communications are the responsibility of the retailer.

### **COMPLIANCE TESTING & CERTIFICATION**

All retailers must successfully perform all compliance tests at least twice. All files must contain three or more records.

Should a retailer fail any test three times, the retailer must wait one month or some other time period designated by EQUUS before retesting will be allowed. All requisite compliance tests must be performed successfully before EQUUS will provide certification for service to the retailer.

### **PREREQUISITES**

Retailers must provide EQUUS at least two months prior to accepting enrollments, the retailer's identification number(s), business name, general mailing address and business phone number.

Retailers are required to install and configure VLTrader with the standard information exchange package defined in the SSC.

Retailers must obtain a properly authorized digital server certificate. The digital certificate will be used to validate the retailer's access to the VLTrader server.



## **APPENDIX B – SECURITY REQUIREMENTS**

### **SECURITY REQUIREMENTS**

EQUUS requires financial security from all retailers. Financial security may be satisfied by demonstrating satisfactory credit worthiness, or a security deposit. A retailer will be deemed to have met the financial security requirements if:

- a) The retailer, affiliate or person who guarantees the financial obligation of the retailer in a manner acceptable to EQUUS has at least an “BBB-” credit rating from the Canadian Bond Rating Service, Dun & Bradstreet, Moody’s, or an equivalent credit rating from a major reputable bond rating service satisfactory to EQUUS; or
- b) The retailer provides, in a manner acceptable to EQUUS, a security deposit in the form of a bank guarantee, irrevocable letter of credit, or cash deposits drawn on a Canadian chartered bank, trust association, credit union or other lending institution acceptable to EQUUS in or for an amount equal to and not less than the projected value of that retailer's payments over a 45 day period under EQUUS’ Distribution Tariff, as reasonably forecast by EQUUS.

If a retailer meets the security requirement on the basis of its credit rating, the retailer must provide EQUUS a copy of the rating company’s report providing the credit rating upon which the retailer relies. In the event a retailer has obtained more than one credit rating, the retailer must provide EQUUS with the report indicating the lowest rating, and the security requirement shall be assessed on the basis of the lowest credit rating. Credit limits will be determined prescribed in the *Distribution Tariff Regulation, Alta Reg 162/2003*, as amended. Where a retailer’s monthly charges exceed its credit limit, a retailer shall provide a security deposit for the difference.

### **INITIAL SECURITY DEPOSIT REQUIREMENTS**

The initial security deposit level will be estimated on anticipated load and the formula as follows:

$\$ \text{ Initial Security Deposit Levels} = [\text{Sum of estimated loads of all members served by the retailer multiplied by the monthly charges (system access service \& distribution access service charges) multiplied by 45 (45 days).}]$

### **MAINTAINING SECURITY DEPOSIT**

- a) EQUUS will ensure that for each retailer the expected financial obligations do not exceed the credit limit or security deposit provided by each retailer. If a retailer's financial obligations exceed the credit limit or the security deposit provided by the retailer to EQUUS by an average of 10% or greater over the previous 90 day period, EQUUS will have the right to request additional security. Such additional security will be due within 10 business days of EQUUS’ request. If security is not presented within that time frame, EQUUS reserves the right to suspend the provision of further electric distribution service to the retailer.
- b) EQUUS requires retailers to report any downgrading of their corporate bond rating to EQUUS within 2 business days of said rating revisions.
- c) If a retailer fails to pay any amount billed, EQUUS will apply all or any portion of that retailer's security deposit to the unpaid amount. The retailer will then be required to replenish the security deposit as outlined above.

### **INTEREST ON SECURITY DEPOSIT**

#### ***Retailer Costs***

All costs associated with meeting and maintaining EQUUS’ security requirements are the sole responsibility of the retailer.





## **APPENDIX C - RETAILER SERVICE AGREEMENT**

EQUUS and the retailer agree that EQUUS will provide, and the retailer will accept, electric distribution service according to the Terms and Conditions and this agreement. EQUUS and the retailer agree as follows:

### **1. Compliance with Terms and Conditions and Payment**

The retailer will comply with the Retailer Terms and Conditions of Electric Distribution Service, as amended from time to time, as approved by the board of directors and filed for information with the AUC. The retailer acknowledges that it has been provided with a copy of those Terms and Conditions, has reviewed and understands them, and agrees to be bound by them. The retailer agrees to pay, by electronic funds transfer, all rates, charges, invoices or fees levied or billed to it by EQUUS according to the Retailer Terms and Conditions of Electric Distribution Service.

### **2. Provision of Information**

The retailer is solely responsible for the provision of accurate and timely member information (by electronic form) to EQUUS, and represents and warrants that the information is true and accurate. Should any of the information change during the term of this agreement, the retailer will advise EQUUS of the change, by electronic means, as soon as is reasonably practicable, and in any event within two (2) business days. The retailer agrees to provide the following information to EQUUS:

#### **Retailer Information:**

(a) Retailer identification number (retailer ID)

#### **Member Information:**

(b) Name

(c) Telephone number

(d) Mailing address

(e) Site I.D. number

(f) Site contact name

(g) Site telephone number

(h) Site legal land description

### **3. Credit Requirements**

The retailer has provided EQUUS with, and will maintain, security requirements under this agreement and according to the Retailer Terms and Conditions of Electric Distribution Service. EQUUS will 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 EQUUS according to the Retailer Terms and Conditions of Electric Distribution Service.

### **4. Previous and Other Agreements**

This agreement replaces any and all prior agreements, oral and written, between the parties. No amendment to this agreement is valid or binding unless in writing and executed by both the retailer and EQUUS.



## 5. Term

This agreement is effective on the date executed by EQUUS and will remain in effect until terminated by either party according to the Terms and Conditions.

## 6. Provision of Information

If the retailer, at any time, becomes aware that any member is using the service(s) provided by the retailer or EQUUS in a manner which is inconsistent with the Retailer Terms and Conditions of Electric Distribution Service and which could potentially create safety, health or environment concerns or damage EQUUS' electric distribution system or facilities, the retailer shall immediately notify EQUUS.

## 7. Interference with EQUUS facilities

In providing service to its Customer, the retailer will not, in any way, damage or interfere with or otherwise disturb, alter or tamper with EQUUS' facilities. In the event that any problem or defect relating to EQUUS' facilities is discovered by or brought to the attention of the retailer, the retailer will immediately notify EQUUS.

## 8. Roles

The retailer acknowledges and understands that EQUUS will not perform any billing or collection activities on the retailer's behalf.

## 9. Benefit

This agreement will ensure to the benefit of and be binding on the parties and their respective successors and, where permitted, assigns.

## 10. Continuation of Agreement

If any provision of this agreement is determined to be invalid or unenforceable, the remainder of this agreement will continue in full force and effect.

## 11. Confidentiality

Both EQUUS and the retailer acknowledge and agree that the retailer information and member information above is strictly confidential and may not be disclosed or used by it for any purpose other than the purposes set out in this agreement, and then, only according to applicable legislation. The parties agree that this section will survive termination of this agreement and will continue in full force and effect to bind the parties.

## 12. Notices

Any notices or other communications required in connection with this agreement will be in writing and given by personal delivery, mail or facsimile as follows:

To EQUUS:

**EQUUS REA LTD.**  
Attention: Jaffar Abbas-Hasanie  
5120 40 Avenue  
Innisfail, Alberta T4G 1S8  
t. 403.227.4011 f. 403.227.1007  
e. [JAbbas-Hasanie@equs.ca](mailto:JAbbas-Hasanie@equs.ca)



To retailer:                      <<retailer>>  
Retailer ID:  
Attention:  
Address:  
Phone:  
Fax:  
Email:

THE PARTIES HAVE executed this agreement:

**EQUS REA LTD.**

**<<Retailer>>**

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

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

Name: Charlene Glazer

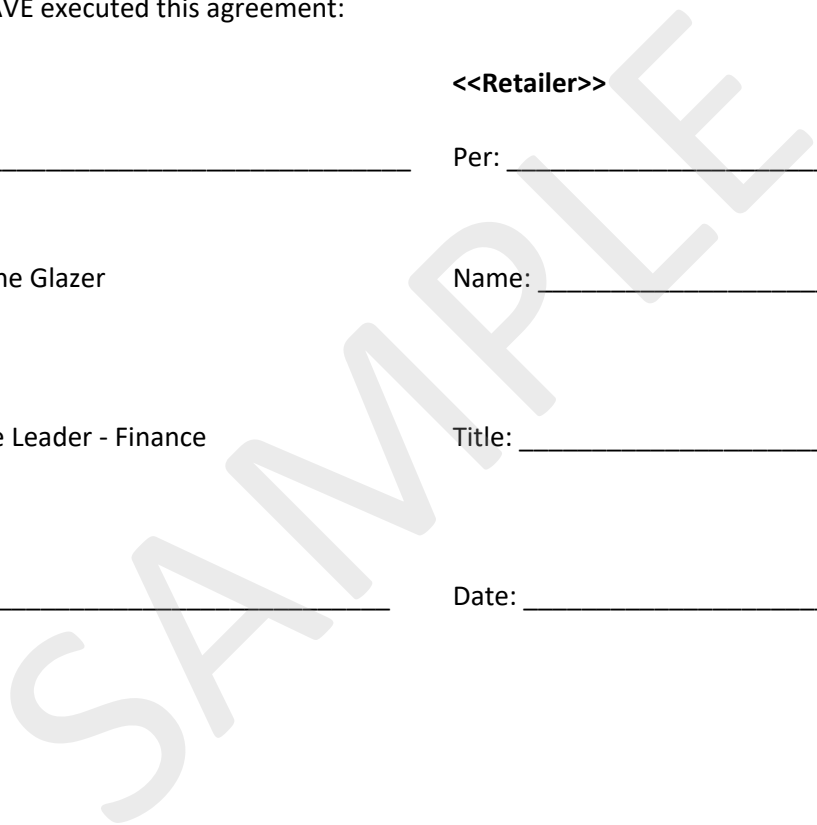
Name: \_\_\_\_\_

Title: Executive Leader - Finance

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

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

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



# 2024 Rate Schedule



Effective October 1, 2024

## Rate 1137 – Residential Service

Residential Service is available to all members that have a single private residence located at the service address. A single private residence may have a workshop or garage provided that it is not used for commercial use. If the property is used for agricultural or commercial use it is not eligible for this rate. A member must show, via a property tax assessment, that they do not receive any farm property tax exemptions for their residence to be eligible for this rate.

	Daily (\$/Day)	Variable (\$/kwh)
<b>Distribution</b>	0.937414	0.030336
<b>Transmission</b>		0.044222 <sup>(1)</sup>

The Minimum Distribution Charge is the Daily Charge.

## Rate 2657 – Irrigation Service

Irrigation Service is available to members who operate commercial/agricultural irrigation sprayers and related pump units. Services on this rate must only operate between April 1 and October 31. Distribution and transmission charges will be billed between April 1 and October 31 inclusively.

	Connection Capacity (\$/kVA Day)	Daily (\$/Day)	Variable (\$/kwh)
<b>Distribution</b>	0.186466	0.048689	
<b>Transmission</b>			0.024979 <sup>(1)</sup>

The Connection Capacity Charge is the greater of:

- The highest kVA in the billing period
- The max kVA in the Last 12 Months \*.85
- The sum of all motor nameplate horsepower rating (1 horsepower = .746 kw) \*.85
- The Contract Minimum Demand
- Min of 3.3333 kVA

The Minimum Distribution Charge is the Daily Charge plus the Connection Capacity Charge.

An Electric Service Agreement (ESA) with EQUS may be required for service under this rate.

## Rate 4168 – Seasonal Capacity Service

Seasonal Capacity Service is available to members who qualify for the Rate 4167 Small Capacity Service and over a prior 12 month period have had six (6) consecutive months of a monthly consumption below 40 kwh or of a capacity less than 0.1 kVA of demand.

	Monthly Peak (\$/kVA Day)	Connection Capacity (\$/kVA Day)	Daily (\$/Day)	Variable (\$/kwh)
<b>Distribution</b>	0.102829	0.186189	0.807939	
<b>Transmission</b>	0.126144 <sup>(1)</sup>	0.093921 <sup>(1)</sup>		0.004187 <sup>(1)</sup>

The Connection Capacity Charge is the greater of:

- The highest kVA in the billing period
- The highest metered kVA in the last 12 months multiplied by .85 reduced by 55 kVA
- The Contract Minimum Demand
- Min of 5 kVA

The Minimum Distribution Charge is the Daily Charge plus the Connection Capacity Charge.

---

**Rate 4167 – Small Capacity Service**

---

An Electric Service Agreement (ESA) with EQUUS may be required for service under this rate.

An Electric Service Agreement (ESA) with EQUUS may be required for service under this rate.

Small Capacity Service is available to any member whose service capacity is expected to be below 83.3333kVA(75KW). Member can be on this rate when they do not qualify for other categories.

	<b>Monthly Peak</b> (\$/kVA Day)	<b>Connection Capacity</b> (\$/kVA Day)	<b>Daily</b> (\$/Day)	<b>Variable</b> (\$/kwh)
<b>Distribution</b>	0.102829	0.186189	0.807939	
<b>Transmission</b>	0.126144 <sup>(1)</sup>	0.093921 <sup>(1)</sup>		0.004187 <sup>(1)</sup>

The Connection Capacity Charge is the greater of:

- The highest kVA in the billing period
- The highest metered kVA in the last 12 months multiplied by .85
- The Contract Minimum Demand
- Min of 5 kVA

The Minimum Distribution Charge is the Daily Charge plus the Connection Capacity Charge

---

**Rate 6167 – Medium Capacity Service**

---

Medium Capacity Service is available to any member whose service capacity is expected to be between 83.3333kVA(75kW) and 2222.2222 kVA (2,000kW). A member who does not qualify for any other rate class will be deemed to meet the requirements for Medium Capacity Service and be placed on this rate class as the default rate offering.

	<b>Monthly Peak</b> (\$/kVA Day)	<b>Connection Capacity</b> (\$/kVA Day)	<b>Daily</b> (\$/Day)	<b>Variable</b> (\$/kwh)
<b>Distribution</b>	0.070097	0.074432	1.000489	
<b>Transmission</b>	0.188317 <sup>(1)</sup>	0.098034 <sup>(1)</sup>		0.003253 <sup>(1)</sup>

The Connection Capacity Charge is the greater of:

- The highest kVA in the billing period
- The highest metered kVA in the last 12 months multiplied by .85
- The Contract Minimum Demand
- Min of 55.5556 kVA

The Minimum Distribution Charge is the Daily Charge plus the Connection Capacity Charge

---

**Rate 6368 –Large Capacity Service**

---

Large Capacity Service is available to any member whose combined onsite service capacity is expected to be above 2222.2222kVA This rate is only eligible for members who use one or multiple parallel transformers. Parallel transformers must feed the same site and be the same size with identical impedance. Members can qualify for this rate when they do not qualify for other categories.

	<b>Monthly Peak</b> (\$/kVA Day)	<b>Connection Capacity</b> (\$/kVA Day)	<b>Daily</b> (\$/Day)	<b>Distance</b> (\$/km-day)	<b>Variable</b> (\$/kwh)
<b>Distribution</b>		0.009913	11.61349/T	19.657669/T	
<b>Transmission</b>	0.189130 <sup>(1)</sup>	0.151137 <sup>(1)</sup>			0.004703 <sup>(1)</sup>

The Connection Capacity Charge is the greater of:

- The highest kVA in the billing period
- The highest metered kVA in the last 12 months multiplied by .9
- The Contract Minimum Demand
- Min of 2222.2222kVA/ T (T represents the number of installed parallel transformers)

The Minimum Distribution Charge is the Daily Charge plus the Connection Capacity Charge plus the Distance Charge.

An Electric Service Agreement (ESA) with EQUUS is required for service under this rate.

**Rate 4567 – Oil and Gas Service**

Oil and Gas Service is available to any member whose connection serves primarily oil and gas infrastructure and whose expected peak capacity is less than 75kW.

	<b>Connection Capacity</b> (\$/kVA Day)	<b>Daily</b> (\$/Day)	<b>Variable</b> (\$/kwh)
<b>Distribution</b>	0.652772	0.515133	
<b>Transmission</b>	0.267367 <sup>(1)</sup>		0.004189 <sup>(1)</sup>

The Connection Capacity Charge is the greater of:

- The highest kVA in the billing period
- The highest metered kVA in the last 12 months multiplied by .85
- The Contract Minimum Demand
- Min of 3.3333 kVA

The Minimum Distribution Charge is the Daily Charge plus the Connection Capacity Charge.

An Electric Service Agreement (ESA) with EQUUS is required for service under this rate.

**Rate 700 – Street Lighting Service**

Street Lighting Service applies to street lighting fixtures owned and maintained by EQUUS.

	<b>Fixture</b> (\$/Fixture Day)	<b>Capacity</b> (\$/Watt Day)
<b>Distribution</b>	0.761203	
<b>Transmission</b>		0.000428

If lighting fixture is unknown it will be assumed to be 50 Watt.

**Automated Metering Infrastructure (AMI) Rider**

A rider of \$3.50 per meter, per month, will be charged in association with the installation of the Automated Metering Infrastructure.

**Transmission (SYSA) Rate**

Transmission (SYSA): The SYSA rate will change in accordance with FortisAlberta’s Rates as approved by the Alberta Utilities Commission (AUC) from time to time. The SYSA is inclusive of adjustment riders and other associated adjustments as may be required by the Alberta Electric System Operator (AESO) or the AUC or both.

**Primary Metering Rate Reduction**

Primary Metering Reduction is available to Rate 6167 – Medium Capacity Service, Rate 6368 – Large Capacity Service or Services that have an expected peak greater than 1,111.1111 kVA. The member must directly own the stepdown transformers. The site is metered based on the primary voltage and not the secondary voltage. The Connection Capacity Rate Reduction is \$0.0130442 /kVA Day.

**Investment Rider**

The Investment Rider, and any capital cost recovery component agreed to between you and EQUUS for the new service shall be calculated monthly and billed to you in accordance with the terms and conditions provided to you in your new service letter. Where no such calculation is provided, the monthly investment rider amount is either \$2 per kVA multiplied by the installed transformer size over a fixed period, or the total connection costs less the service investment divided by 240 months, whichever is greater.

**Interval Metering Option**

A member can elect to have an interval meter installed at their location for a charge of \$1.023 per day.

**Option M Distribution Generation Credit/ Charge**

Option M is available to Distribution Generation (DG) members that are interconnected to the distribution system downstream of a FortisAlberta transmission Point of Delivery (POD) and which are exporting into the Alberta Interconnected Electric System, (AIES).

Option M credits/charges received by EQUUS for a DG member under the approved FortisAlberta Option M tariff will be flowed through by EQUUS to the applicable member.

**Power Factor**

Rates are designed based on an assumed power factor of 9/10. If a member's meter cannot read kVA, the assumed power factor of 0.9 will be used. If it is found that a member's power factor is below .9 the member will be asked to correct their power factor or they will be billed based on the kVA and their known power factor.

**Cooperative Energy Rate (Contract Specific)**

Cooperative Energy Rate: Refer to Energy Contract  
Fixed Energy: Refer to Energy Contract  
UFE & Line Loss: 5.77% on Energy Billed

**Regulated Energy Rate**

Regulated Energy Rate: Fluctuates Monthly  
Fixed Energy: \$8.00 Flat Charge per Month  
UFE & Line Loss: 5.77% on Energy Billed

<sup>(1)</sup>Transmission rates will integrate AUC approved Base Transmission Rider, Quarterly Transmission Adjustment Rider, and Balancing Pool Allocation Rider.

## Service Charges

Service Charges are applicable to every retailer participating in Electric Distribution Service within the EQUUS service area. EQUUS invoices for services in addition to our monthly Distribution Tariff, as follows (amounts exclusive of GST):

### Member deposits (Where applicable)

- Deposit \$Actual Cost  
(Minimum deposit amount of \$250); no interest is paid on deposits held by EQUUS.

### Reconnection/disconnection of service (Per visit)

- During regular business hours, call received by 4 p.m. \$115.00
- Weekends, holidays and after hours (4 p.m. to 8 a.m.) \$230.00

### Metering charges

- Meter test (per meter tested and if meter is accurate) \$150.00
- Digital meter request \$200.00
- Off-cycle meter read \$115.00
- Interval metering monthly charge \$Actual Cost  
(Interval Meter request determined on a per site visit, including all capital and installation costs)
- Meter disputes, which includes a meter test, determined to be the Member's facilities and not EQUUS facilities, all costs will be the Responsibility of the member \$Actual Cost

### Fault visit (if fault proves NOT to be supply or metering problem)

- During regular business hours, call received by 4 p.m. \$115.00
- Weekends, holidays and after hours (4 p.m. to 8 a.m.) \$230.00

### Vegetation

- Trimming charges billed on an hourly basis \$150.00 per hour

### Value added services

- Member loan billed monthly and based on loan amount \$Actual Cost
- GenerLink operating charge per month \$12.67
- Yard light operating charge per month \$7.89
- Renewable energy credits (Monthly cost per REC) \$20.00
- Operation Round-Up \$Varies (GST Exempt)
- (Distribution Tariff "Rounded Up" to next dollar amount)

### Administration

- Dishonoured payment \$30.00
- Late payment charge 2% per month
- On site debt collection charge \$115.00
- On-site debt notification charge (Doorknocker) \$115.00
- Switching charge, per site (Voluntary switch to retailer) \$150.00
- Additional Member Usage Information \$25.00 per hour
- Copy of invoice or transactions/consumption history \$25.00