



Retailer Guide

• **A Retailer's Handbook for Distribution Access Service** •

Revised March 11, 2010

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Chapter 1 Introduction

This Guide was developed by ATCO Electric ("AE") to be used by Retailers and Self-Retailers who have entered into a Retail Service Agreement with the Company for Distribution Access Service in accordance with the Electric Utilities Act and the Regulations made thereunder. This Guide also applies to any party whom will be 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 AE's business processes and includes descriptions of common customer choice transactions in order to effectively deal with the Company or an REA in its service area. Understanding the procedures described in this Guide will allow for better interaction with AE 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 Terms and Conditions for Distribution Access Service, 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 AE's website at: www.atcoelectric.com.

AE 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.

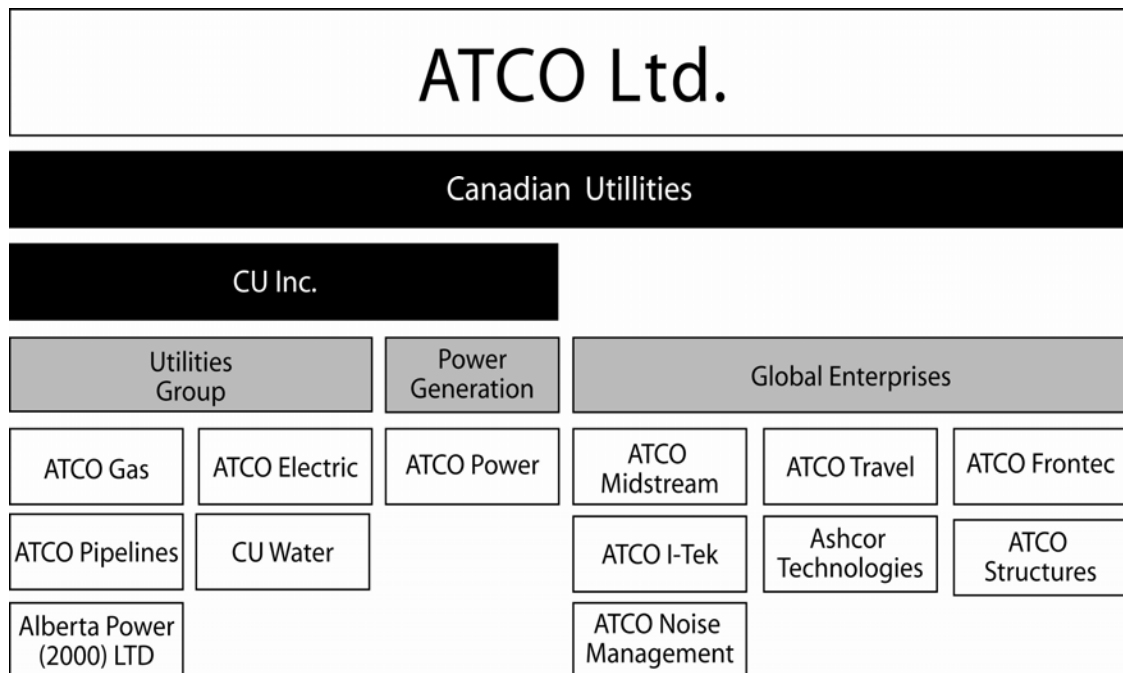
Chapter 2 ATCO Electric at a Glance

2.1 Welcome to ATCO Electric

ATCO Electric has more than 80 years of experience delivering safe, reliable electric energy to customers in 238 communities throughout northern and east-central Alberta. The map shown in section 2.2 provides an overview of the Company's service area location.

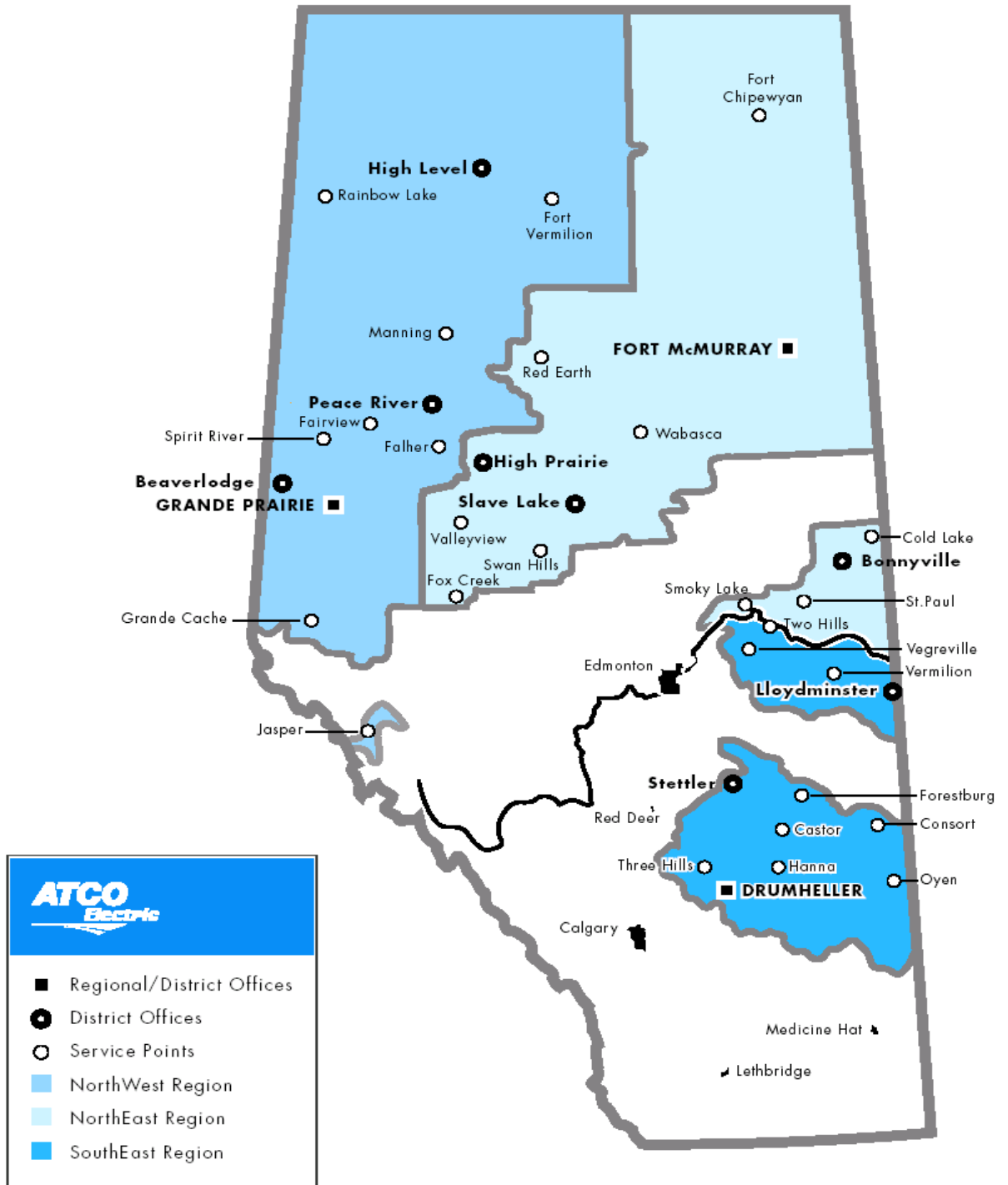
ATCO Electric's core business is owning, operating and maintaining the system of power lines that delivers electric energy. The Company is headquartered in Edmonton and has 37 local offices dedicated to providing safe, reliable service and fast emergency response.

ATCO Electric is part of the ATCO Group of companies. The Alberta-based ATCO Group is one of Canada's premier corporations. It is a worldwide organization of companies with more than 7,000 employees and assets exceeding \$6.8 billion.



2.2 Service Area Map

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



2.3 Contact Information

Contact information is subject to change. ATCO Electric's web site at www.atcoelectric.com may have more recent information.

2.3.1 General Inquiries - Industrial and Oilfield Customers

Industrial Customer Service Centre
Phone: 1-888-789-8880
Fax: (780) 420-7723
Email: ICSC@atcoelectric.com

2.3.2 General Inquiries - Residential and Commercial Customers

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

2.3.3 Retailer and Agent Services

Derek Olson
Email: Derek.Olson@atcoelectric.com
Phone: 780-420-7635
Fax: 780-420-7056
ATCO Electric Limited
10303 Jasper Avenue
Edmonton, Alberta T5J 3N6

2.3.4 Retailer Credit and Prudential Management

Raymond Letendre
Email: Raymond.Letendre@atcoelectric.com
Phone: (780) 420-3443
Fax: (780) 420-7963
ATCO Electric Limited
16th Floor, 10035 - 105 Street
Edmonton, Alberta T5J 2V6

2.3.5 Retailer Transactions, Billing and Compliance Testing

ATCO I-Tek Limited
Email: CustomerChoice@atcoelectric.com
Phone: 780-420-7059
Fax: 780-420-7723

2.3.6 Industry/Regulatory Contacts

Blair Morton
Phone: (780) 420-8028
Fax: (780) 420-3854
Email: Blair.Morton@atcoelectric.com

Nap Pepin
Phone: (780) 420-4102
Fax: (780) 420-5098
Email: Nap.Pepin@atcoelectric.com

Bruce Ramsay (Load Settlement)
Phone: (780) 420-7769
Fax: (780) 420-7056
Email: Bruce.Ramsay@atcoelectric.com

2.3.7 PFAM and PFEC Claims

Nap Pepin
Phone: (780) 420-4102
Fax: (780) 420-7056
Email: PFAM@atcoelectric.com
Email: PFEC@atcoelectric.com

Chapter 3 Alberta's Electricity Marketplace

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

◆ Generation

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

◆ Transmission

Utilities, including AE, continue to own its high-voltage lines (transmission facilities) across the province. Coordination of these facilities is by the Independent System Operator (ISO). The ISO 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. Both the AESO and the previously known TA fall under the umbrella of the ISO, carrying out the name Alberta Electric System Operator (AESO).

◆ Distribution

AE, as a *wire services provider and an Owner*, is responsible for the reliable and safe delivery of electricity to end-use customers. AE enables Retailers to have access to its electric distribution system so Retailers can sell electricity directly to customers. AE develops tariffs for the use of the system, settles with the ISO for the use of transmission facilities, looks after operations and maintenance of the distribution system and connects/disconnects customers. In order to facilitate transactions with Retailers, AE will undertake load settlement for the exchange of electric energy.

A wire services provider doesn't necessarily own the distribution facilities - the Owner can be a municipality or 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 AE's service area, most REA's have contracted with AE to act as their wire services provider.

For more information on the services that AE continues to provide to customers, refer to *Roles, Relationships and Responsibilities Regulation, A.R. 169/2003* and other applicable regulations developed by Alberta Department of Resource Development, which can be accessed at www.energy.gov.ab.ca.

◆ Energy

In the competitive electricity marketplace, end-use customers can buy electricity from Retailers, or can carry out Retailer functions to obtain electricity services for its own use.

Energy is delivered to end-use customers in AE's service area via AE's or an REA's electric distribution system. Retailers compete for customers and ensure it has 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. As mentioned above, customers who choose to self-retail can also purchase electricity from the AESO for its own use.

Retailers, Self-Retailers and any other party, such as Agents, carrying out Retailer transactions with the Company will first be required to fulfill a number of requirements to the satisfaction of AE before the Company will provide Distribution Access Service to the Retailer, Self-Retailer, or Agent. These requirements will be discussed in subsequent chapters and can also be found in the Company's Terms and Conditions for Distribution Access Service.

◆ Agents

A Retailer or Self-Retailer who chooses not to perform some or all of the Retailer 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 it has the appropriate contractual arrangements to recognize this unique business relationship and meet any applicable regulations and guidelines.

3.1 References and Readings

All Retailers, Self-Retailers and Agents providing service in the Company's service area should develop an understanding of the Alberta electricity marketplace. Suggested references and readings are made below that will give all parties a comprehensive overview of restructuring in the province and information on the Company's tariffs.

(a) ATCO Electric Distribution Tariff

- *Distribution Tariff Price Schedules*
- *Terms and Conditions for Distribution Access Service*
- *Terms and Conditions for Distribution Service Connections*

 www.atcoelectric.com

(b) Customer Guide to New Extensions

This guide is designed to help customers who need electric service extended to a new or expanded oil field or industrial site. It outlines the basic process ATCO Electric follows to design and build such an extension, including the development of an Electric Service Agreement to recover costs from the customer. The Customer Guide to New Extensions will be expanded in the future to include residential and commercial customer practices.

 www.atcoelectric.com

(c) Settlement System Code

 <http://www.auc.ab.ca>

(d) Government Legislation and Regulations

- Electric Utilities Act*
- Roles, Relationships and Responsibilities Regulation*
- Distribution Tariff Regulation*
- Billing Regulation*
- Other applicable regulations*

 www.auc.gov.ab.ca

(e) Government Services (Electricity/Natural Gas)

 www.governmentservices.gov.ab.ca

(f) DropChute™ Communications Software (Hilgraeve)

 www.dropchute.com

(g) Digital Certificates

 www.verisign.com

Chapter 4 Terminology and Definitions

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

"AESO" means the Alberta Electric System Operator;

"AMR" means automatic meter reading;

"Alberta Tariff Billing Code" means the standards for communicating site specific distribution and transmission charges and usage information. See the 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 oil field or industrial site. It outlines the basic process ATCO Electric follows to design and build such an extension, including the development of the customer's Electric Service Agreement to recover costs from the customer;

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

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

"Distribution Tariff" means a distribution tariff prepared by the Company in accordance with the Distribution Tariff Regulation, A.R. 162/2003, as amended from time to time;

"DropChuteTM" means a software product adopted by industry participants in the province of Alberta for the purpose of securely transferring the standard files as defined by the System Settlement Group (SSG);

"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;

"Independent System Operator or "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 (TOU)" 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 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 a group of sites that will be settled using a common load profile;

"REA" means an incorporated Rural Electrification Association;

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

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

"Retailer Identification" means the number assigned by the ISO to a Retailer who has identified a Site or a number of Sites to be enrolled under the same Retailer Identification;

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

"Self-Retailer" means a person carrying out Retailer functions to obtain electricity services solely for its own use;

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

"Service Connection" means (1) the facilities required to physically connect the customer's facilities to the Company's distribution system to permit the customer to obtain Distribution Access Service; and (2) for customers served under the Regulated Rate Tariff, includes the

delivery and supply of energy by the Company at the demand required by a customer at a Point of Service;

"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 a physical electronic file containing site-specific tariff charges, usage, and demand information for given tariff bill periods; it may also contain applicable site specific one time charges;

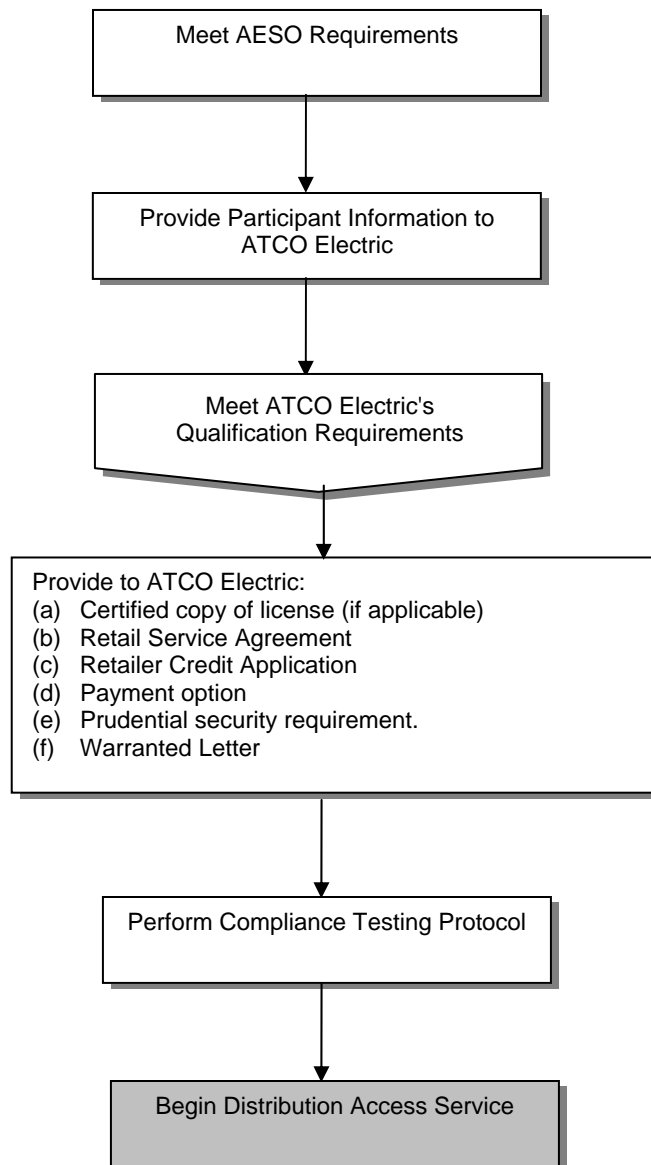
"Terms and Conditions for Distribution Access Service" means a document developed to enable Retailers to acquire access to the Company's (or a REA's) electric distribution system for the purpose of allowing them to sell directly to end-use customers;

"Terms and Conditions for Distribution Service Connections" means a document developed that outlines the terms of service to facilitate a service connection to the Company's electric distribution system;

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

Chapter 5 Preparing for Distribution Access Service – An Overview

This chapter provides an overview and description of the initial steps necessary from a Retailer's perspective to prepare and qualify for Distribution Access Service for service to customers and members of Rural Electrification Associations (REA) in ATCO Electric's service area. Some of these qualification requirements may also apply to Self-Retailers and Agents. Contact your retail 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 for delivery of energy to customers or for their own use. 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

5.2 Provide Participant Information to ATCO Electric

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

5.3 Meet ATCO Electric's Qualification Requirements

Before AE can provide Distribution Access Service to Retailers, Self-Retailers and Agents, 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 AE Retailer representatives. ATCO representatives can be contacted at numbers listed in section 2.3 of this Guide.

(a) Certified Copy of License

Under the Fair Trading Act (FTA), Alberta Government Services (AGS) is responsible for licensing administration. Retailers selling to farm, residential and other consumers under the 250,000 kWh cap will be required to license with AGS and provide a certified copy of its license to AE. All Retailers are to comply with the provisions of the Fair Trading Act.

As per the *Electricity and Gas Inspection Act*, a Retailer requires a certificate of registration for the supply of electricity. Retailers should provide a certified copy of its registration to AE.

(b) Retail Service Agreement

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

(c) Retailer Credit Application

This application provides AE with the information needed to conduct an evaluation of the Retailer's and Self-Retailer's creditworthiness.

(d) Payment Option

The Company has established two electronic billing options for Retailers or Self-Retailers electing to send and receive payments electronically. The Preauthorized Payment Agreement ("Authorization"), and the Electronic Payment Transfer Agreement sets forth the terms and conditions for making payments and providing remittance information electronically. The method of payment is not limited to the electronic options; however, the Retailer shall advise the Company as to its choice.

(e) 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.

(f) Warranted Letter

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

- (a)** Comply with the **Fair Trading Act**, which governs proper and fair business practice in Alberta and is enforced by Alberta Government Services.
- (b)** Comply with the **Settlement System Code**, which governs load settlement of the delivery and exchange of electricity in Alberta and the transactions between the Retailer and the Owner. Copy of this Code can be found at the Alberta Utility Commission website at <http://www.auc.ab.ca>. It is important to note that if an Agent is conducting customer choice transactions on behalf of a Retailer or Self-Retailer, it must meet this requirement as well.
- (c)** Has been qualified by the **AESO** to receive electricity for its customers.

5.5 Perform Compliance Testing Protocol

Any participant performing electronic transactions with the Company must be able to demonstrate that it can communicate electronically with the Company. The compliance testing protocol tests and evaluates compliance with the Settlement System Code and ensures key electronic transactions such as enrollment and updating customer information meet all requirements. In preparation for service to customers, AE representatives will work with participants to ensure that all testing is satisfactory.

5.6 Begin Distribution Access Service

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

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

◆ **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 the Company determines that the party it is dealing with fails to comply with this Act, it will suspend further Distribution Access Service.

Chapter 6 Qualification Forms and Agreements

This chapter provides information to qualify with AE for Distribution Access 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 AE 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 with the intent of ensuring effective and efficient communication with all participants and avoiding any delay in providing service. This chapter describes key forms and agreements only.

6.1 Qualification Checklist (Appendix A)

A qualification checklist (Appendix A) helps track the stages of qualification and highlight some of the key areas that will require communication between representatives of the Retailer, Self-Retailer or Agent and the Company. Please note that reference should be made to the Terms and Conditions for Distribution Access Service for the rules governing the application of these defined processes listed in the checklist.

6.2 Retailer of Record and Credit Application Form (Appendix B)

The Retailer of Record and Credit Application Form (Appendix B) is to be completed by the party requesting service. This form is used by the Company to compile specific information about the participant. Forms are to be completed as outlined and forwarded to your AE representative by email or fax. A new form must be submitted whenever there are any changes to information on the form. In addition, 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 Terms and Conditions for Distribution Access Service. A more detailed description of the Company's prudential policy can be found in Chapter 8 of this Guide.

All information provided by the party in relation to its financial standing and designated by the party as confidential will be treated under the Confidentiality Agreement between the Company and the party. This Agreement is set out in Appendix K of this Guide.

6.3 Retail Service Agreement (Appendix C)

The Retail Service Agreement establishes the contractual relationship between AE 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 the Company's (or REA's) service area. A copy of the Retail Service Agreement can be found in Appendix C. Please ensure a signed copy is made for your reference.

6.4 Electronic Payment Agreements (Appendix D & E)

The Company will prefer but not require electronic payment services for electronically billed Retailers or Self-Retailers.

The Company has established two electronic billing options for Retailers and Self-Retailers electing to send and receive payments electronically. The Preauthorized Payment Agreement and the Electronic Funds Transfer Agreement can be found in Appendix D. These agreements set forth 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 enter into so the Company can make the appropriate arrangements.

6.5 Representation & Warranties Agreement (Appendix F)

Historical customer usage information is available electronically to those 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".

6.6 Authorization and Release Form (Appendix G)

Customer information may be requested by a third party or customer subject to a service charge as outlined in Appendix G of this Guide or Schedule C of the Terms and Conditions for Distribution Access Service.

To protect the privacy of customer information, AE requires the receipt of an Authorization and Release Form, as shown in Appendix F whenever customer information is required.

6.7 Agency Appointment Agreement (Appendix J)

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. An

Agency Appointment Agreement, as shown in Appendix J, was developed to set out the Terms and Conditions to permit the Company to interact with the Agent on behalf of the Retailer or Self-Retailer.

Chapter 7 Key Business Processes

Most Retailer/Owner business events are initiated by the transactions found in the Settlement System Code. This chapter provides an overview of the communication methods and key transactions as defined in the Settlement System Code as well as additional processes. Please refer to the Settlement System Code for further information.

7.1 Communications

In accordance with the Settlement System Code, all market participants are required to have and maintain DropChute™ to communicate electronically for transaction initiated procedures outlined in this chapter.

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

- (a) Microsoft Internet Explorer version 5.0 or higher with 128 bit encryption.
- (b) DropChute™ certificate policy - Class 1 X.509 Digital Certificate(s)
- (c) All files sent to the participant will be 'Queued for Pickup' and will have to be retrieved manually using DropChute™.
- (d) A participant cannot 'undo' sending a file, but can overwrite a file with a new version if resent on the same day. If the error cannot be corrected using this method, for example, the file is to be deleted and not replaced, the participant should contact their AE retail representative.
- (e) DropChute™ will reject a file with a non standard file name. Standard file names include those found within the Settlement System Code and the Tariff Billing Code. Under this situation the file will be routed to the Outbox ready for the participant to retrieve. Error files will be marked with the letter 'R' at the end of the filename (please refer to section 11.6 for more information).
- (f) If a file contains any one record with an incorrect number of commas, the entire file is rejected.
- (g) Individual records within a file can be rejected for reasons that include, but not limited, to wrong data types or over-sized fields.
- (h) Participants must send separate files for each business transaction type.
- (i) The DropChute™ mailboxes operate 24 hours a day.

7.2 Select Retailer Request (Enrollment)

Settlement System Code Transaction - SRR

Select Retailer Request describes the process used by AE to initiate Distribution Access Service. It enables Retailers to begin serving its customers. This process

applies to all Retailers who have entered into a Retail Service Agreement with the Company, including the Default Supplier. All SRR transactions must be accompanied by an associated Update Customer Information (UCI) transaction. A Retailer will need to complete and submit an electronic enrollment for each customer Site ID planning to switch from one Retailer to another Retailer.

7.2.1 Electronic Enrollments

The Company requires that all enrollments be accompanied by an Update Customer Information transaction (as outlined in section 7.3) to ensure customer data is accurate. The customer data includes: customer name, customer telephone number, customer mailing address, site contract name and site contact phone number. In the event the customer does not have a phone number, the Retailer must identify a contact individual and phone number in the event the Company needs to communicate with the customer.

The Company will only deal with one Retailer at a Point of Service. The customer or Retailer may enter into arrangements with multiple Retailers for a Point of Service. For example, a customer may choose to have one Retailer serve its firm load needs, while another Retailer will serve its opportunity service requirements. Regardless of the arrangements the customer and Retailer have made, a single Retailer must be designated to be the customer's Retailer when dealing with AE.

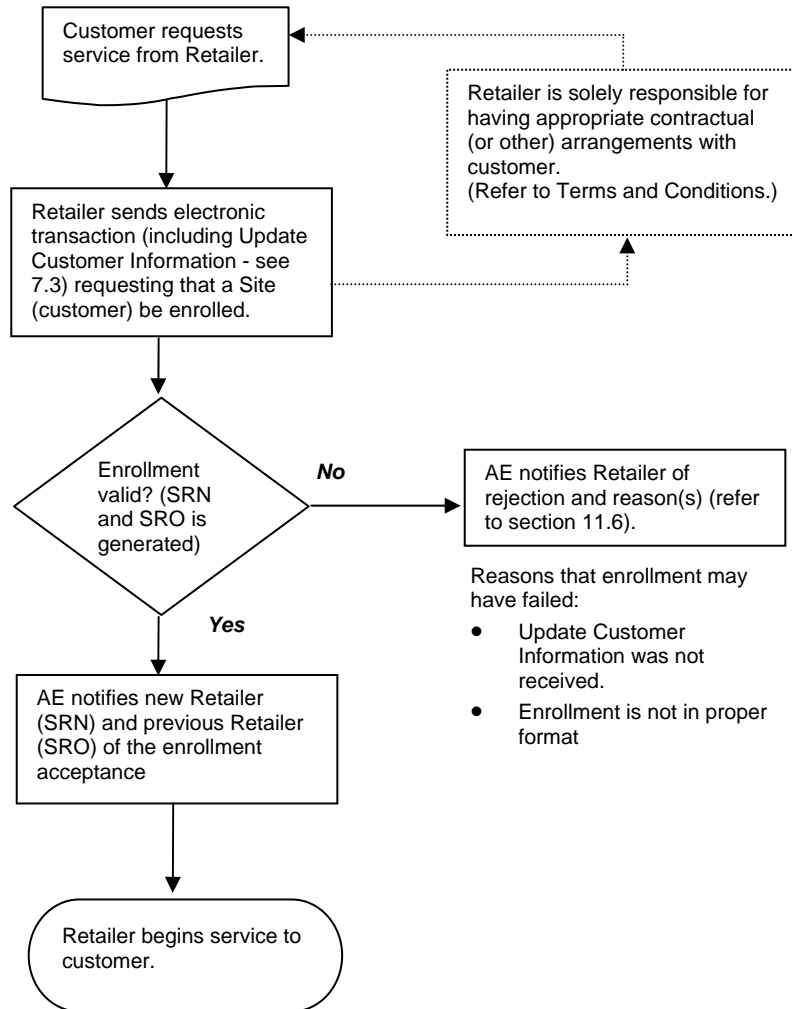
Should the Retailer submit an enrollment in error, the Retailer shall notify the Company immediately. Upon receiving notice of the error, the Company will notify the old Retailer to enroll the site. The Company will not provide Customer Information to a Retailer who has enrolled a site in error.

7.2.2 Enrollment Mechanics

Once an enrollment is received, the Company will validate the enrollment transaction; i.e. valid site ID, Retailer ID, settlement ID, Critical Facility Code and that the required update customer information is received. The Company will notify the Retailer and denote the status of the enrollment by use of the Select Retailer Notification (SRN) transaction.

The Retailer can refer to the Settlement System Code 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

In order to communicate with customers regarding day-to-day business matters, it is important that AE has the most up to date customer information so it can effectively and efficiently deal with situations that may affect the delivery of power to a customer's facility, such as maintenance, outages, line moves and emergency conditions. In addition, the Company needs this information to fulfill its obligations to notify the Default Supplier or Regulated Rate Provider in the event the Retailer de-selects the customer. The Company will rely on the Retailer for notification as promptly as reasonably practicable whenever changes to customer information occur.

Updates to customer information are required with each enrollment and are to be sent electronically, as specified in section 7.3. A sent transaction will be validated by the Company to ensure the file contains sufficient information. The Company will notify

the Retailer in the event a transaction has failed or the information is determined to be incorrect.

7.4 Energize Request (Connect Site)

Settlement System Code Transaction - ENR

This process describes the transactions required to connect and energize a customer's Service Connection to the Company's distribution system. For information to cancel an energize or de-energize request, refer to 7.8, Revoking De-energize/Revoke Energize request.

The customer must be enrolled with a Retailer before an energize request will be accepted by the Company. If the customer elects the Retailer to deal exclusively with the Company throughout this transaction, the Retailer must be aware of the connection requirements outlined in the Company's Terms and Conditions for Distribution Service Connections. Similarly, reference can also be made to the Company's Customer Guide to New Extensions available on AE's website at www.atcoelectric.com. For example, the customer must have all permits in place and approved before its Service Connection is energized. This requirement is checked and verified by AE representatives before service is established. If any inadequacies are detected with permits or any of its facilities, information is passed on to the customer for follow-up. It is important that effective communication is undertaken during this process to ensure the needs of the customer are met and the safety of all parties is given full attention.

Requests initiated by the Retailer must include a priority code. Due to the rural nature of the Company's service territory, energize or de-energize requests may not be completed in the timeline requested via the priority code. All scheduling requirements will be communicated by AE to the customer, unless directed otherwise by the customer. The Company prefers to deal directly with the customer in this instance in the event any technical concerns are noted and must be reviewed.

Before service is established the Company will apply the applicable price schedule that is most favorable to the customer. This review will be undertaken in accordance with section 4.9 of the Company's Terms and Conditions for Distribution Service Connections.

The Company may assess a connection fee to the customer, which will be passed on to the Retailer for collection purposes.

7.5 De-Energize Request (Disconnect Site)

Settlement System Code Transaction - DER

This process describes the transactions involving a physical disconnect to a customer site (or Point of Service) as requested by the Company, the Retailer or a customer. This does not describe the process for disconnecting a customer as a result of non-payment of bills. Cut-Off for Non-Payment is covered in detail in Chapter 9.

Reasons for requesting a disconnection may involve a number of circumstances including, but not limited to:

- ❑ Customer request;
- ❑ Cut-off for Non-payment (see section 9.1);
- ❑ Premise is demolished;
- ❑ Safety Shut Off;
- ❑ Seasonal Shut Off; or
- ❑ Vacant Premises

In accordance with the Settlement System Code, any requests to disconnect service from a Customer shall be made by the Customer's Retailer. If the Customer notifies the Company that the disconnect is short-term and required for reasons including but not limited to equipment testing and inspection, the Company reserves the right to complete the request for disconnect and subsequent reconnect. If the Company determines the disconnect request falls under the provisions of idle service, the Company will administer the request as per the disconnect and idle service provisions set out in the Terms and Conditions for Distribution Service Connections.

To avoid or reduce miscommunication, AE will deal directly with the customer regarding on-site connection and disconnections.

After the connect/disconnect request is made, AE will schedule the disconnect as part of its work plan and notify the customer if required. There are reasons the Company may have to cancel the disconnect request. In this case the Company will notify the Retailer if the Retailer initiated the order. Reasons include, but not limited to:

- ❑ the customer has rejected the request;
- ❑ the disconnect is found to affect more than the service it has been requested for;
- ❑ the Company is unable to enter the premises;
- ❑ customer data is found to be inaccurate;
- ❑ disconnecting the site may pose a safety risk.

If the disconnect requires the Company to make a visit after the Company's normal business hours, the Company reserves the right to assess a charge based on Appendix G of this guide.

7.6 Request Off-Cycle Meter Read

Settlement System Code Transaction - ROR

In most cases, meter reads will be based on meter readings made by the Company from time to time or on estimates for those billing periods when the meter is not read.

AE's systems will try to obtain a meter reading for an AMR site when an enrollment transaction (SRR) is processed. 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. This process does not cover circumstances where an off-cycle meter read is required due to a high bill complaint -

this transaction is covered under Request Usage and Meter Reading Verification section 7.10.

If the meter read involves a site visit (i.e., non-AMR or interval meter) the Company may schedule the meter read with the customer to gain access to its facilities.

The Company will advise the Retailer of read results by updating the Off Cycle Read Request form on the Internet. The read request will be rejected if they are not listed as the Retailer at the site.

7.7 De-Select Request (De-Enrollment)

Settlement System Code Transaction - DSR

All notices to De-Select a site shall specify the Retailer's reasons for seeking to de-enroll the site. This information is important in the event the site customer has changed.

The Settlement System Code allows for coding of the following reasons for de-selecting a customer:

- Customer Moving Out
- Retailer Drops Customer
- Other

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 (depending on whether the site is eligible for service under the Regulated Rate Tariff) to enroll the site on the 15th business day following the receipt of the De-Select notification unless the site is enrolled by another retailer before that date.

7.8 Revoke De-Select Request

Non Standard Transaction - RDS

This transaction permits a retailer to revoke a De-Select Request that was previously submitted as long as notification is received 2 business days prior to the scheduled switch date. Notification can be provided via email or via DropChute as per the transaction format shown below. An administration fee will be assessed for each notification that is not provided via DropChute as per Schedule G.

Transaction Section	Element	Format	Start	Length	Description
Header Information	Transaction Abbreviation	X(3)	1	3	Abbreviation for the transaction name ('RDS') (Revoke De-Select Retailer)
	Transaction Date time	X(26)	4	26	Date and time the transaction was created (YYYY-MM-DD-HH.MM.SS.TTTTTT)

	Retailer ID	X(10)	30	10	Sender
	Business Function ID	X(2)	40	2	Required
	Distributor ID	X(4)	42	4	Recipient
	Site ID	X(13)	46	13	Site for which De-Select Retailer request is being revoked
	Transaction Status Code	X(4)	59	4	Used by the recipient to notify the sender of problems with the transaction.

7.9 Revoke Energize/Revoke De-energize Request

Settlement System Code Transactions – RER/RDR

A Retailer can cancel a request for energizing or de-energizing a customer site in the event a decision is made by a customer or Retailer to rescind the original. Once the cancel transaction is received the Company will determine the status of the service and notify the appropriate Company representatives, including field staff, to cancel the original request.

The Retailer is responsible for informing the customer. The Company reserves the right to assess a charge to the Retailer for costs the Company has incurred if it has already sent a serviceman to the site to undertake the work based on the original transaction order.

The Company will advise the requestor of the results using the Energize Failure or De-energize Failure transaction as applicable.

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 ID's if the Retailer cannot locate a Site ID within the posted address book. Additional charges may apply.

The Site ID's are available from the following two sources.

1. Site ID File (Site ID Address Book)

Settlement System Code Transaction – SIR

This file includes a list of all sites within AE's service territory and is available for download on the Company's Retailer website at www.atcoelectric.com. The sites are listed in a CSV (Comma Separated Value) file with standard content as specified by

the Systems Settlement Code. Only 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 Call Centre

Site IDs for new services are available by calling the ATCO Customer Assistance Centre at 1-800-668-2248. Charges may apply for requests for Site ID's 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. In the event a meter test is required the Company will arrange for on-site verification. If it is determined the Company is responsible for any metering error, the Company will adjust the Retailer's bill accordingly. However, it is the Retailer's responsibility to recover any correction charges with 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, each Owner is responsible for procuring, installing and maintaining all meters in its service area. With the exception of Rural Electrification Associations and distribution connected generators, an Owner is responsible for all metering to its customers. This responsibility includes installation, removal, repair and maintenance of meters, collecting meter data, correcting and validating interval data, reporting load and consumption data to customers, Retailers, the AESO and the Transmission Administrator.

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.

For a thorough description of the types of meters and the applications supported by the Company, please refer to ATCO's Customer Metering and Services Manual at www.atcoelectric.com.

Under the Terms and Conditions for Distribution Service, customers with operating load over 500 kW (known as the Profiling Cap), are required to have interval data metering. This metering is provided to the customer at the time its Service Connection is constructed. The costs of the meter are collected through the Distribution Tariff. Customers without interval data metering are segmented into Profiling Classes for the purposes of settlement. Customers with an operating load more than 500 kW are settled based on its interval data.

7.12.2 Arranging for Interval Data Metering

Customers below the 500 kW threshold may request AE to upgrade and install an Interval Data Meter subject to a service charge defined in Appendix G of this guide or the Company's Terms and Conditions. The customer, an Agent acting on the customer's behalf or the customer's Retailer may request the metering upgrade. After the initial request is made, the Company will provide the customer with a cost estimate for the metering and its associated equipment. Once the customer accepts the Company's proposal, the Company will arrange for payment or may bill the Retailer for the costs of the upgrade. A monthly charge will be applied to the bill to facilitate ongoing operating costs.

The customer will be billed 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. It is important to note that AE retains ownership of all metering and metering equipment requested by the customer.

7.13 Request Settlement Data

The Company provides profiling and settlement information in accordance with the specifications outlined in the Settlement System Code.

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. AE 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 Data Revisions

The Retailer may request a report with some or all of the information below. As well, a Retailer may request for all changes or the most current revised data for a specific site. This information may consist of the following fields:

-
- Site ID
 - Type Code
 - Profile Class Code
 - Energized Indicator
 - Service Level Code
 - Meter Data Manager Identifier
 - Distribution System Owner Identifier
 - Retailer ID
 - Effective Timestamp
 - Subzone Code
 - Loss Class Code
 - Distributor Identifier
 - Settlement Zone Code

To request data revisions, the Retailer shall provide a written request to its retail accounts representative. After the request is made, AE will provide a written proposal of the type of work, time of delivery and charges necessary to provide the revised data. All data will be provided electronically to the Retailer through their DropChute™ mailbox.

7.15 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, articles 6.5 and 6.6.

Chapter 8 Prudential Requirement Policies

8.1 Initial Credit Information

All Retailers and Self-Retailers entering into a Retail Service Agreement with AE must complete a Retailer of Record and Credit Application Form as shown in Appendix B. AE 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 Distribution Access Service to the Retailer. This evaluation will be conducted in accordance with Article 11 of the Terms and Conditions for Distribution Access Service.

As part of this process, Retailers are required to provide; (i) their credit rating from a major reputable bond rating service Company, 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, AE 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) To qualify based on bond rating, the Retailer, or the affiliate or person guaranteeing the financial obligation of the Retailer, must have at least a "BBB-" rating. The 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. 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 bank guarantee, a cash deposit, or an irrevocable letter of credit drawn on a Canadian Chartered Bank, trust Company, credit union or other lending institution in a form as set out in Appendix H. An irrevocable letter of credit from a United States bank may be accepted by the Company, provided the bank has a credit rating that is acceptable to the Company.

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 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 reduction in relation to its credit rating for each Retailer,

affiliate or person who guarantees 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 reevaluate 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 sections 7.3 and 9.2 of the Company's Terms and Conditions for Distribution Access Service, 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 Distribution Access Service to the Retailer, or discontinue Distribution Access Service entirely to the Retailer.

Upon Discontinuance of Distribution Access 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 Terms and Conditions for Distribution Access Service 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. AE 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 assist the Retailer to determine the most suitable price schedule for the Retailer's customer.

8.4 Drawing-on Security

As noted in section 8.2, AE 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:

(in business days)

- Day 1: The Company will send an electronic bill file to the Retailer for the billing cycle.
- Day 13: Preauthorized payment withdrawal from the Retailer's account.

Day 14: 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% per month.

Day 17: 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.

To be
advised by
AE:

If the Retailer has failed to provide additional security or the guarantor has not honored the guarantee provided, the Company will suspend the provision of further Distribution Access Service to the Retailer and 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, but not less than 2.5% per annum. 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 Customs and Revenue Agency policy.

8.6 Confidentiality

All information provided by the Retailer in relation to its financial standing and designated by the Retailer as confidential will be treated as such under the Confidentiality Agreement between the Retailer and the Company. The terms and conditions of the Confidentiality Agreement are set out in Appendix K.

Chapter 9 Cut-Off for Non-Payment

As established by the EUA, a Retailer has the right to request the Company to disconnect service to a customer in accordance with ATCO Electric's approved disconnect 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 customer base and service area that spans hundreds of kilometers into remote areas of the province. Disconnecting customers for non-payment of bills in some of these service areas requires special attention and care. The Company's authorized service personnel will be dealing with the physical disconnect at the customer's facility under these difficult situations. There are a number of circumstances the Company evaluates before it proceeds with disconnecting service to a customer site. Some of these are as follows:

- ❑ Due to potential harsh climatic conditions, the Company will not disconnect a residential customer or a farm rate class customer between the months of October 15 to April 15, or at any other time when the temperature is forecast to be below 0 degrees Celsius in the 24 hour period immediately following the proposed disconnection. During this time frame a load limiter may be installed.
- ❑ If the residence houses elderly people, contains medical equipment, or for compassionate reasons (e.g. a recent death) a load limiter will be installed.
- ❑ Request to disconnect a customer located in a REA or native areas (reserve or Metis Settlement) will be reviewed and discussed with the REA Board, Band Council, or Metis Settlement Council before the disconnect is undertaken.
- ❑ In the event that the customer disputes the pending disconnect or the customer does not match the customer for which the CONP request was made, the Company reserves the right to maintain service. In such cases, the Retailer will be notified.

To avoid potential conflict and ensure the needs of all parties are dealt with fairly and consistently, disconnecting for non-payment will be handled in accordance with the Company's approved policies and procedures. These policies apply to all Retailers including the Company that acts as the default supplier for customers served under the regulated rate option tariff.

9.1 Cut Off for Non-Payment - Key Points

1. Where a Retailer requests the Company to disconnect a Customer for non-payment, the Retailer shall provide to the Company updated Customer Information, the payment amount the Retailer can accept in the event the Customer provides proof of payment, and a direct phone number to the Retailer's collection department for circumstances when the Customer is required to contact the Retailer immediately to resolve payment issues. The Company will not assume any billing or collection obligations or responsibilities for or on behalf of the Retailer.
2. Unless otherwise directed by the Retailer, the Company:
 - (a) will schedule a disconnect between 8 AM and Noon;

-
- (b) in certain remote areas where travel is difficult (e.g. fly-in only, winter roads only), will schedule a disconnect between 8 AM and 2 PM;
 - (c) will not disconnect on Friday, Saturday, Sunday, a legal holiday, or a day before a legal holiday; and
 - (d) in certain remote areas where travel is difficult, will schedule the disconnect on one day of the month.
 3. The Company may not disconnect a residential or farm premise 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.
 4. The Company will not disconnect a premise if it houses elderly people or contains medical equipment. During this time, the Company may install a device to limit or reduce the amount of electric energy provided to the customer.
 5. 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.
 6. Request to disconnect a Customer located in a REA or native areas (reserve or Metis Settlement) will be reviewed and discussed with the REA Board, Band Council, or Metis Settlement Council before the disconnect is undertaken.
 7. The Retailer shall provide the Company, Customer, or if applicable, REA, or native areas (reserve or Metis Settlement), with a written notice at least ten (10) Business Days in advance of the proposed disconnect.
 8. The Company will not disconnect if the Customer produces a receipt showing it has paid the most current bill, or amount specified in part 1 of this Agreement, of the Retailer.
 9. The Retailer shall remain responsible for Electricity Services to the Customer until a replacement Retailer is appointed and in place for the Customer or until that Customer is disconnected, whichever is earlier.
 10. The Company will provide to a previous Retailer of Record at the Site the right to request a disconnect for a period of 8 months since it last provided Distribution Access Service at the Site.
 11. The Company may upon visiting the Site delay the disconnection until the Company is satisfied that all conditions for disconnection are met. These may include, but are not limited to:
 - (a) Customer Information does not match Customer Information provided by the Retailer;

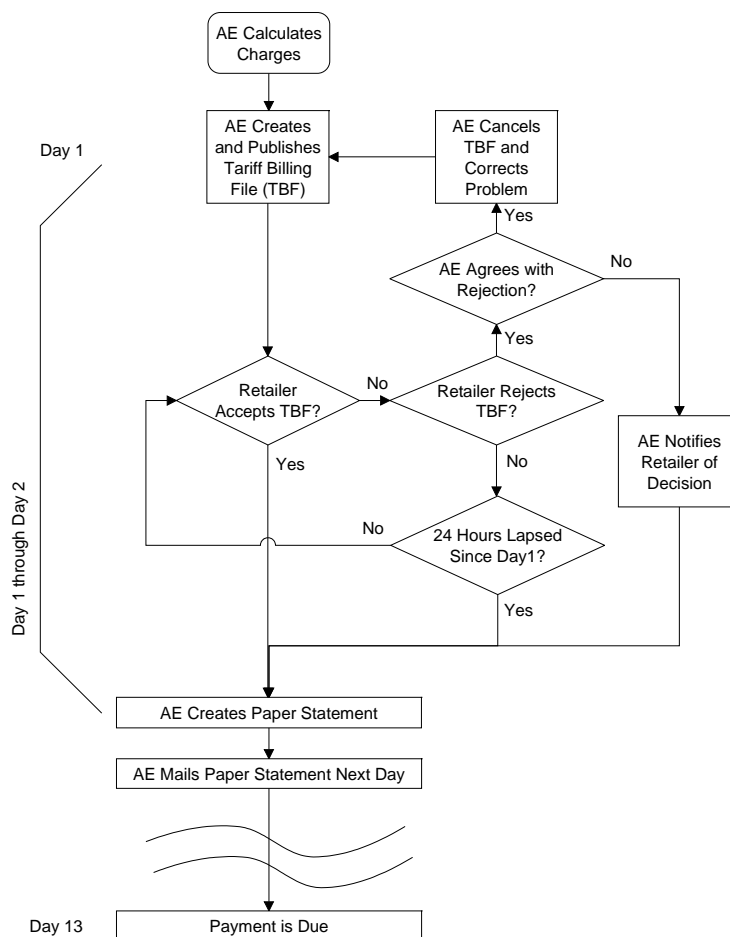
-
- (b) Customer provides proof of payment in the amount (or greater) that the retailer has indicated is required.
 - (c) Immediate danger may exist to the occupants or the Company's representative.

Chapter 10 Distribution Billing and Payment

As a result of the AUC Rule 004, AE transitioned to the billing standards as per the Alberta Tariff Billing Code, effective July 1, 2006. The Tariff Billing Code establishes standards for communicating site specific distribution and transmission tariff charges. Prior to July 1, 2006, retailers, self-retailers and self-operating REAs received distribution and transmission tariff charges via the AE Electronic Billing File (EBL). Only the self-operating REAs continue to receive EBL files. This chapter provides an overview of each billing process.

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. AE publishes one Tariff Billing File for each of 20 billing cycles. Billing cycles are linked to scheduled read cycles; therefore a retailer that has customers with scheduled read cycles that span all 20 cycles will receive 20 tariff bill files per month. Only one billing cycle is processed each business day. The Tariff Billing File process is shown below;



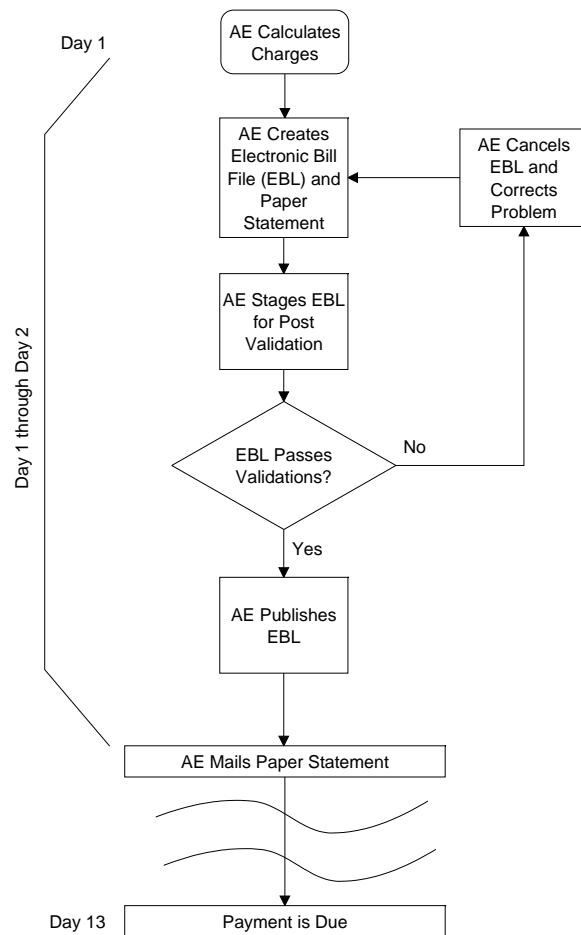
After calculating all charges, AE creates and publishes the Tariff Billing File (TBF). The TBF is processed and made available for retrieval via DropChute™ after midnight. Once

received, the retailer may validate the file and its contents within the allowed 24 hour period. If the file is determined to be error free, the retailer can 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 paper statement which includes the total amount due including the GST. Payment is due 13 business days after publication of the TBF. Preauthorized payments will be withdrawn from the Retailer's account in accordance with Preauthorized Payment Agreement established in Appendix D.

If the Tariff Billing File fails 1 or more validations (see the Tariff Billing Code for further information), the retailer may reject the file by sending AE a Tariff Bill Reject (TBR) transaction. AE will respond to the TBR with a Tariff Bill Reject Notification (TRN) accepting or rejecting the TBR. If AE accepts the TBR, the tariff bill file is cancelled, the errors are corrected and the billing process starts over. If AE rejects the TBR, the retailer is notified of the decision and the billing process continues.

10.2 Electronic Bill File (EBL)

The Electronic Bill File (EBL) remains the billing file used for self-operating REAs. The EBL process is shown below;



After calculating all charges, AE creates the EBL and the paper statement. The EBL is held until 12:00 PM the following day for validation and quality assurance measures. If the EBL passes all validations, it is published and the paper statement is mailed out. The payment is due 13 business days after publication of the EBL. Preauthorized payments will be withdrawn from the Retailer's account in accordance with Preauthorized Payment Agreement established in Appendix D.

If the EBL fails one or more validations, it is cancelled, the errors are corrected and the billing process starts over. Further information on the EBL file format and its contents can be found at www.atcoelectric.com.

Chapter 11 Compliance Testing Protocol

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 Distribution Access 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 the compliance testing to ensure that the Retailer meets the standards defined by the Company and the Alberta Settlement System Code – 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. In particular 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 failures the Retailer may reschedule and retake the test. Should a Retailer fail any test three times, the Retailer must wait one month or some other time period designated by the Company before retesting will be allowed. In the event a Retailer requires re-testing, the Retailer must successfully complete all compliance tests in order 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 the Retailer's, business name, general mailing address, business phone number and Retailer Identification number(s).
- (b) The Retailer must have purchased and installed DropChute™, a product from Hilgraeve that allows for secure, fast, reliable file transfers.
- (c) The Retailer must obtain a properly authorized digital server certificate. The digital certificate will be used to validate the Retailer's access to the DropChute™ server.

11.5 Compliance Tests

- All Retailers must successfully perform the tests listed in the table below.
- Retailers who register more than one Retailer ID must successfully complete Test 1 for each additional Retailer ID.
- All test files must contain three or more records.

Test	Description	Expected Result
1	Send Select Retailer (SRR) transaction and Update Customer Information (UCI) with the mandatory fields; <ul style="list-style-type: none"> • Transaction Abbreviation • Transaction Date Time • Retailer ID • Business Function ID • Wires Services Provider ID • Site ID • Customer Name 	SRR and UCI will be accepted by the Company. SRN and UCI with suffix 'R' will be sent to the Retailer.
2	Send Select Retailer (SRR) transaction and Update Customer Information (UCI) with the mandatory fields (as above) and the required fields; <ul style="list-style-type: none"> • Customer Phone • Customer Mailing Address • GST Indicator • Onsite Generation Flag • Critical to Have Power Flag • Critical To Have Power Reason (Note1) • Site Contact • Site Contact Phone Notes; 1) Required if Critical to Have Power Flag is 'Y'.	SRR and UCI will be accepted by the Company. SRN will be sent to the Retailer.
3	Send Select Retailer (SRR) transaction and Update Customer Information (UCI) omitting the Site ID from both transactions.	SRR and UCI will be rejected by the Company.
4	Send Select Retailer Request (SRR) without the Update Customer Information (UCI).	SRR will be rejected by the Company.

11.6 Process Rejections

As per the SSC specifications, ATCO will return records or entire files it is unable to process to the Retailer in a file named the same as the file ATCO received with an “R” suffix. Rejected records will have the transaction status code updated to reflect the rejection reason.

11.6.1 Rejected Files

In addition, ATCO will reject entire files if any of the following conditions are met in the file:

1. The transaction id in the filename is not a transaction id AE is expecting.
2. The sender id in the filename does not match the inbox the file was received in.
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 within the last 10 days or is in the future.
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 DropChute™ Server

All files that are placed on the DropChute™ server, whether they've been picked up or not, will be deleted 30 days after they are created. No notification will be provided when a file is deleted.

Chapter 12 Load Settlement

Under the Settlement System Code, ATCO Electric, as a Load Settlement Agent, is responsible for making public the procedures and methods used to conduct settlement. ATCO Electric has been allowed discretion in implementing some aspects of the System Settlement Code. Those aspects that impact settlement calculations are outlined below.

12.1 Profiling

Section 3.3 a) of the Settlement System Code requires ATCO Electric, as Owner, to state publicly its current profiling cap policy. The profiling cap for ATCO Electric is 500 kW as of 2001. Customer sites below this cap that have interval metering that is not part of a load research sample will be settled using their own interval data.

Section 3.2 a) of the Settlement System Code requires ATCO Electric, as a Load Settlement Agent, to state publicly the existing rate classes for which separate load research-based profiles will be used in settlement. These classes are: residential, farm, small general service, large general service/industrial and small oilfield and pumping. In addition deemed profiles will be used for lighting and irrigation pumping loads. Customer sites not settled with their own interval data will be settled using one of these profiles.

For load research-based profile classes, ATCO Electric uses a profiling method known as “proxy day” or “similar day” for estimating class load profiles. The proxy day method compares the available characteristics of the settlement day to the characteristics of historic days. The historic day that best matches the settlement day is used as the proxy day. The historical class profile for that day is then used as the class profile for the settlement day.

The proxy day method requires that a 3-year library of historical profiles exist for each rate class as well as the Distribution System Load Shape (DSLS). The DSLS is calculated by subtracting the load shape for all transmission-connected customer sites from the total ATCO Electric settlement zone supply.

The proxy day selection process used by ATCO Electric is provided by LODESTAR Corporation. LODESTAR uses a two step process to find a proxy day. The first step uses information about the settlement day to select a list of matching “eligible days”. The information used to select the eligible days may include a combination of the following characteristics:

- Day type
- Holiday
- Season
- System Peak Time
- Ambient Temperature

These parameters may be varied for each profile class to ensure the eligible days selected best represent the characteristics of the class.

Once a list of matching eligible days has been selected, the list is ranked by comparing the DSLS of the settlement day to that of each eligible day. Ranking may be done using a “magnitude” comparison or a “shape” comparison. The two methods may be combined by selecting a weighting factor for each calculated rank and summing the weighted values.

Once the eligible days are ranked and the proxy day selected, the date of the proxy day is used to select the load profile for the class from the library of historic class load profiles.

The historical profile library and proxy day selection parameters will be reviewed periodically as required by the Settlement System Code.

Section 6.1 b) of the Settlement System Code requires ATCO Electric, as a load settlement Agent, to state publicly the profile freezing procedures followed for interim settlement. ATCO Electric will freeze profiles on their first usage in interim settlement. Consequently only 2 sets of rate class profiles will be used in settlement: the set of profiles used for initial settlement and the set of profiles used for interim and final settlement.

Section 6.2 a) of the Settlement System Code specifies assumptions under which the calculation formulas of section 6.4 have been developed. These assumptions are that energization, de-energization and profile class changes for a customer site will always be accompanied with a meter read on the same day and that switch of Retailer will not necessarily be accompanied by a meter read. Where applicable, ATCO Electric will implement the settlement calculations consistent with these assumptions.

Section 1.5 a) of the Settlement System Code allows ATCO Electric as WSP to define an assumed time of day for cumulative meter readings, energization and de-energization. Load settlement will deem these times to be at midnight following the meter read, energization or de-energization.

12.2 Loss Calculations

Section 2.6 a) of the Settlement System Code assigns to ATCO Electric, as a Load Settlement Agent, the responsibility of calculating distribution losses and establishing how they will be allocated to site ids.

ATCO Electric will calculate total primary distribution and total secondary distribution loss for each hour based on the load shape of distribution-connected customers (DSLSS). The total primary distribution hourly variable loss will be determined by squaring the hourly demands of the load shape of the distribution-connected customers and multiplying this result for each hour by a factor. This factor will be calculated so that the annual primary distribution energy loss expressed as a percent of sales is consistent with historical studies. The total secondary distribution hourly variable loss will be determined by squaring the hourly demands of the load shape of the distribution-connected customers and multiplying this result for each hour by a factor. In addition, a factor to account for total secondary distribution constant loss to

arrive at the total secondary distribution loss in each hour will be added to this quantity. These factors will be calculated so that the annual secondary distribution energy loss expressed as a percent of sales is consistent with historical studies.

The total secondary distribution loss for each hour will be allocated to each customer site in proportion to the customer demand in that hour times a factor. There will be a different factor for each rate class and functional level (i.e. transmission-connected, primary distribution-connected, secondary distribution-connected). These factors will be calculated so that the annual secondary distribution energy loss for each rate class and functional level expressed as a percent of sales is consistent with historical studies.

The total primary distribution loss for each hour will be allocated to each customer site in proportion to the customer demand plus their associated secondary loss in that hour times a factor. There will be a different factor for each rate class and functional level. They will be calculated so that the annual secondary distribution energy loss for each rate class and functional level expressed as a percent of sales is consistent with historical studies.

The factors used in calculating and allocating distribution losses will require adjustment annually. The adjustments required will be predominantly due to load growth but will also account for changes in rate class load shape and in the physical characteristics of the distribution system.

12.3 Estimation of Missing Consumption Amounts

Section 2.5 a) of the Settlement System Code assigns to ATCO Electric, as a Meter Data Manager, the responsibility for estimating missing values in interval data series of POD and customer load data. In the event that the metered interval data is found to be inaccurate or unavailable ATCO Electric will estimate these according to one of the following methods:

- (a) measured quantities from parallel revenue meters;
- (b) measured quantities from upstream revenue meters compensated to the metering point;
- (c) measured quantities from downstream revenue meters compensated to the metering point;
- (d) measured quantities from supervisory control and data acquisition devices;
- (e) recorded quantities from the previous month; or
- (f) recorded quantities from a month of similar usage.

This methodology is consistent with Transmission Facility Owner practice in providing interval data to the Transmission Administrator.

Section 2.5 b) of the Settlement System Code assigns to ATCO Electric, as a Load Settlement Agent, the responsibility of estimating cumulative consumption amounts where consumption calculated from meter readings is not yet available. For initial, interim and final settlement these estimates will be based on the profile class, meter read frequency and average daily energy sales for each customer site. The average daily energy sales will be calculated from the most recent period prior to the day

being settled for which energy sales between actual reads are available. These average daily sales will be accumulated into group totals and adjusted according to the trend in the appropriate class profile between the period of the energy sales and the day being settled.

Estimates of energy sales between the last meter read prior to the Retailer switch and the Retailer switch will be calculated based on the average daily energy sales between the last two actual reads available.

APPENDIX A Qualification Checklist

Retailer:	
Retailer Phone Number::	
Retailer Contact Name:	
Retailer Contact Email:	
ATCO Representative	Derek Olson
ATCO Contact Number	780-420-7635
ATCO Contact Email	Derek.Olson@ATCOElectric.com

	Qualification Process	Date	Comments
1	Applicant has notified ATCO Electric with a letter of intent to serve electric customers		
2	ATCO Electric issues to Retailer a Pre-qualification Letter		
3	ATCO Electric issues qualification instructions including prudential requirements		
4	Retailer schedules compliance testing		
5	Retailer successfully completes compliance testing		
6	ATCO Electric notifies Retailer it has completed compliance testing		
7	Retailer returns to ATCO Electric;		
	The prudential requirements		
	A warrant in writing that the retailer has been qualified by the AESO and that it will comply with the Fair Trading Act and the Settlement System Code.		
	The applicable agreements, signed.		
	Proof of AESO qualification.		
8	ATCO Electric notifies the Retailer that it has received all applicable forms and agreements or states the deficiencies.		
9	Pending receipt of all documents and completion of compliance testing, ATCO Electric notifies the Retailer that it has qualified to receive distribution access service.		

APPENDIX B Retailer of Record and Credit Application Form

A. GENERAL INFORMATION	
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):	
5. Primary Contact Person Information for Commercial/Business Matters	5. Alternate Contact Person Information for Commercial/Business Matters
Name(s):	Name(s):
Address:	Address:
Phone #:	Phone #:
Email:	Email:
Fax #:	Fax #:
6. Primary Contact Person Information for Data Exchange/Billing Matters	6. Alternate Contact Person Information for Data Exchange/Billing Matters
Name(s):	Name(s):
Address:	Address:
Phone #:	Phone #:
Email:	Email:
Fax #:	Fax #:
7. Primary Contact Person Information for Compliance Testing Matters	7. Alternate Contact Person Information for Compliance Testing Matters
Name(s):	Name(s):
Address:	Address:
Phone #:	Phone #:
Email:	Email:
Fax #:	Fax #:
8. GST Number : (10-digit number assigned by Canada Customs and Revenue Agency that uniquely represents each Retailer)	
9. Retailer Identification Number(s): (9-digit number(s) assigned by AESO)	
(B) BILLING INFORMATION (required for electronic payment)	
1. Name of Financial Institution:	
2. Address:	
3. Account #:	
4. Account Name:	
Email: _____	ATCO's Website at www.atcoelectric.com

(C)CREDIT INFORMATION
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
17. Credit Rating
*NEW - SENIOR PERSON WHO WOULD AUTHORIZE ALL RETAILER AGREEMENTS
18. Name:
19. Address:
20. Phone #:
21. Email:
22. Fax #:
*NEW – ACCOUNTS PAYABLE ARREARS ISSUES CONTACT
23. Name:
24. Address:
25. Phone #:
26. Email:
27. Fax #:

APPENDIX C 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. – Terms and Conditions for Distribution Access Service ("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.

-
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:
Retailer Name		ATCO Electric Limited
Retailer Address		10035 – 105 Street P.O. Box 2426 Edmonton, Alberta, T5J 2V6
Attention:		Attention: Customer Care Services
Facsimile:		Facsimile: (780) 420-8984

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

[RETAILER NAME]

ATCO Electric Ltd.

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

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 superceding Appendix to reflect any changes made herein.

[RETAILER NAME]

ATCO ELECTRIC LTD.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

APPENDIX D Preauthorized Payment Agreement

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:

Financial Institution

Name:

Address:

Account Name:

Account 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 Terms and Conditions for Distribution Access Service. 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 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

Contact Name: Vice President, Distribution Services

Alternate Contact Name: Manager, Customer Care Services

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

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

Retailer Name

(address)

Contact Name:

Alternate Contact name:

Telephone No.: **Alternate:**

Telecopier 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: _____

APPENDIX E Electronic Funds Transfer Agreement

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 Terms and Conditions for Distribution Access Service, 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:

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

-
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 fax: (780) 420-7129

By email: Payment@ATCOITEK.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 Terms and Conditions for Distribution Access Service.

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 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:

ATCO Electric Ltd.

10035-105 Street
Edmonton, Alberta T5J 2V6

Contact Name: Vice President, Distribution Services

Alternate Contact Name: Manager, Customer Care Services

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

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

Retailer Name

(address)

Contact Name:

Alternate Contact Name:

Telephone No.: **Alternate:**

Telecopier 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: _____

APPENDIX F Representation and Warranties Agreement

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 TERMS AND CONDITIONS FOR DISTRIBUTION ACCESS SERVICE.
- (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 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:		10303 Jasper Avenue Canadian Western Bank Bldg., 2 nd Floor Edmonton, Alberta, T5J 3N6	
Attention:		Attention: Customer Care Services	
Facsimile:		Facsimile: (780) 420-7056	
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: _____

APPENDIX G Authorization and Release Form

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

Fax: (780) 420-7350

Email: CustomerChoice@atcoelectric.com

(A) I/We _____, ("Customer")
hereby requests and authorizes ATCO Electric to release requested Customer information related to the Site ID(s) or service location(s) to the recipient listed below and acknowledges that such release may be subject to a fee in accordance with ATCO Electric's Terms and Conditions and Tariffs. **Customer further agrees to release and hold harmless ATCO Electric from any claims, damages, or expenses resulting from the use of or reliance upon the Customer Information including any unauthorized use or disclosure by the Retailer.**

- If the Customer is a corporation, then the individual executing this authorization certifies that he/she has authority on behalf of the Customer to bind the Customer in this regard. (Please check if applicable)
- If an Agent or consultant is acting on behalf of the Customer, then the Agent or consultant certifies that he/she/it has the authority to bind the Customer in this regard. (Please check if applicable).

Requested information;

- Site usage history report for the past 12 months
- Other - _____
- Other - _____

This request and authorization applies to the following Site IDs:

- See Attached

#	Customer Site ID	Service Location (LSD or Address)
1	_____	_____
2	_____	_____

(If the number of sites exceeds 20, the list must be submitted electronically.)

(B) Preferred delivery method:

E-mail Fax Mail

_____ Retailer	_____ Address	_____ City
_____ Province	_____ Contact Name	_____ Phone Number
_____ Fax Number	_____ Email	_____
_____ Customer Name	_____ Agent/Consultant (if applicable)	_____ Customer Address
_____ City	_____ Province	_____ Contact Name
_____ Phone Number	_____ Fax Number	_____ Email
 Customer or Authorized		 Date
_____		_____

Note: This authorization expires 90 days following the date on this form.

APPENDIX H Non-Discretionary Service Charges

	<u>Application</u>	<u>Fee</u>
(a) INITIAL ENROLLMENT FEE		
	(1) This fee applies when a new Customer takes service at a Site and requests the setup during the Company's regular business hours.	\$10.00 per Site
	(2) This fee applies when a new Customer takes service at a Site and requests the setup after the Company's regular business hours.	\$ Company's actual costs (\$10.00 per Site minimum)
	(3) This fee applies when a Retailer finds that it has enrolled an incorrect Site and the Company is required to re-enroll the Customer back to the previous Retailer. This fee will be assessed to the Retailer that made the error.	According to the fees in parts 1 and 2
(b) REVOKE DE-SELECT		
	This fee will be assessed if the Company receives notice of a Revoke De-Select in a form other than electronic as per the transaction shown in section 7.8 of the Guide. The notification must be received no later than 2 days prior to the scheduled switch date.	\$10.00 per Site
(c) RECONNECTION AND DISCONNECTION OF SERVICE		
	(1) Reconnection of electric service to any premises during the Company's normal business hours:	\$45.00
	(2) Reconnection of electric service to any premises after the Company's normal business hours, if requested by the Retailer (or Customer):	\$ Company's actual costs (\$45.00 minimum)
	(3) Disconnection of electric service to any premises after the Company's normal business hours, if requested by the Retailer (or Customer):	\$ Company's actual costs (\$45.00 minimum)
	(4) Failed attempts to disconnect electric service to any premises during or after the Company's normal business hours:	\$ Company's actual costs (\$45.00 minimum)

(d) REQUEST FOR INTERVAL METER

Customer request for interval metering at secondary distribution voltages for connected load under 500 kW:

Cost of Material and Installation plus \$70.00 per month per meter for ongoing operating and maintenance costs

(e) SUPPLEMENTARY METER READS ^{1/}

This fee applies for additional meter reads above the Company's standard meter read practices.

(1) Conventional meter reads (AMR):

\$6.00 per read per meter

(2) Conventional meter reads (non AMR):

\$45.00 per read per meter

(i) Meter read to any premises during the Company's normal business hours:

(ii) Meter read to any premises after the Company's normal business hours:

\$ Company's actual costs
(\$45.00 minimum)

(f) METER DISPUTES

Review of meter disputes, which includes a meter test, in circumstances where the Company has not been responsible for any error:

(1) Self Contained Metering

\$50.00 per evaluation

(2) Instrument Transformer Metering

\$200.00 per evaluation

(g) CUSTOMER USAGE INFORMATION REQUESTS

This fee applies when the Company is requested to provide Customer Usage Information above the standard service request. 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". This fee will be assessed to the party that is making the request.

\$75.00 per hour
(minimum 1 hour)

(h) LATE PAYMENT CHARGE

1% per month (12.68% per annum)

^{1/} **Standard Company Meter**

Reads:

Interval

Daily

meters.....
Conventional meters (AMR and non
AMR type)....

Residential and Non Residential - Monthly or Bi-monthly
Company Farm and REA - Once per year

APPENDIX I Letter of Guarantee

LETTER OF GUARANTEE

BENEFICIARY:
ATCO Electric Ltd.
10035-105 Street
Edmonton, AB T5J 2V6

BANK: _____
DATE: _____
AMOUNT CAD \$ _____
_____ **and 00/100 Canadian Dollars**

AT THE REQUEST OF AND ON BEHALF OF OUR CUSTOMER _____ OF _____ WE HEREBY ESTABLISH IN YOUR FAVOUR OUR IRREVOCABLE LETTER OF GUARANTEE ("LETTER OF GUARANTEE") FOR A SUM NOT EXCEEDING IN THE AGGREGATE \$ _____ IN LAWFUL MONEY OF CANADA WHICH SUBJECT TO THE TERMS OF THIS LETTER OF GUARANTEE IS AVAILABLE TO YOU AGAINST YOUR WRITTEN DEMAND(S) OR AGAINST YOUR DRAFT(S) AT SIGHT DRAWN ON OURSELVES AT THE ABOVE BRANCH. ALL REQUESTS FOR DRAWINGS MUST SPECIFICALLY STATE THAT THEY ARE DRAWN UNDER THIS LETTER OF GUARANTEE.

WE WILL HONOUR YOUR REQUESTS DRAWN UNDER AND IN COMPLIANCE WITH THIS LETTER OF GUARANTEE WITHOUT ENQUIRING WHETHER YOU HAVE A RIGHT AS BETWEEN YOURSELF AND THE CUSTOMER TO MAKE SUCH REQUEST AND WITHOUT RECOGNIZING ANY CLAIMS OF THE CUSTOMER.

THIS LETTER OF GUARANTEE TAKES EFFECT ON _____ AND MAY BE DRAWN UPON BY YOU AT ANY TIME ON OR BEFORE 12:01 P.M. ON _____, OF ANY AUTOMATICALLY EXTENDED DATE AS HEREINAFTER PROVIDED. THIS LETTER OF GUARANTEE WILL BE DEEMED TO BE AUTOMATICALLY EXTENDED FROM YEAR TO YEAR, WITHOUT AMENDMENT, FOR SUCCESSIVE PERIODS OF ONE YEAR EACH FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS NOT LESS THAN 30 DAYS PRIOR TO THE PRESENT OR ANY FUTURE EXPIRATION WE WILL NOTIFY YOU IN WRITING BY PREPAID REGISTERED MAIL ADDRESSED TO YOU AT YOUR ADDRESS INDICATED ABOVE THAT WE ELECT NOT TO CONSIDER THIS LETTER OF GUARANTEE RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

PARTIAL DRAWINGS ARE PERMITTED UNDER THIS LETTER OF GUARANTEE UP TO THE FULL AMOUNT OF THE LETTER OF GUARANTEE PROVIDED EACH REQUEST FOR DRAWINGS IS IN ACCORDANCE WITH THE REQUIREMENTS OF THIS LETTER OF GUARANTEE.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN THIS LETTER OF GUARANTEE IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500. THIS LETTER OF GUARANTEE WILL ALSO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ALBERTA AND THE APPLICABLE LAWS OF CANADA EXCEPT TO THE EXTENT THAT SUCH LAWS ARE INCONSISTENT WITH THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS.

Yours truly,

COUNTER SIGNATURE

AUTHORIZED SIGNATURE

APPENDIX J Letter of Credit

BANK FORM – 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 IS DUE AND PAYABLE BY THE APPLICANT PURSUANT TO ATCO ELECTRIC'S TERMS AND CONDITIONS FOR DISTRIBUTION ACCESS SERVICE ("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 CANADIAN CHARTERED BANK]** NOT LATER THAN THE ABOVE MENTIONED EXPIRY 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" (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 500).

FOR [NAME OF BANK]

COUNTER SIGNATURE

AUTHORIZED SIGNATURE

APPENDIX K Guarantee

GUARANTEE

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

THIS GUARANTEE made as of the ____ day of _____, 200__.

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 therefor including any loss of

or in 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 crossclaim 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 therefor 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.

-
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 telecopier.
- (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 telecopier (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: _____
 Telecopier:(____) _____

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.

-
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: _____

APPENDIX L Confidentiality Agreement

[Retailer Name]

Address

Attention:

Re: Distribution Access Services
Retailer Financial Information

During the course of our business dealings with your Company ATCO Electric must obtain, for credit evaluation purposes, detailed financial information regarding your Company and its business activities. This financial information will include, but not necessarily be limited to, with your prior authorization: (a) your financial statements and other pertinent financial information and (b) independent confirmation from your bank(s) and other financial institution(s) regarding your financial circumstances.

ATCO Electric recognizes that some or all of this information may be confidential and, to the extent that it is, we hereby undertake to maintain such information in confidence and will not disclose it to any person or entity other than our employees, officers, directors, advisors and Agents who have a need to know and who have been advised of the confidentiality of the information and have agreed to be bound by this undertaking.

This undertaking will not apply to any confidential information which: (a) was in the public domain at the time of disclosure to us; (b) thereafter passes into the public domain by acts other than the acts of or caused by ATCO Electric; (c) is thereafter disclosed to ATCO Electric by third parties provided that ATCO Electric does not know, or has no reasonable basis to know, that the information was received or disclosed unlawfully; or (d) is required by law (including any applicable court order, government or regulatory authority order, rule, regulation or procedure) to be disclosed.

ATCO Electric agrees that monetary damages may be an insufficient remedy for any actual or anticipatory breach of this undertaking and therefore, in addition to any other remedy which may be available to you, injunctive relief is an appropriate remedy to prevent the unwarranted disclosure of confidential information. However, in no event shall you be entitled to indirect, consequential punitive or exemplary damages from ATCO Electric.

This agreement and undertaking shall be governed by the laws of the Province of Alberta and ATCO Electric agrees to attorn to the jurisdiction of the Courts of the Province of Alberta.

Yours truly,

Vice President

Agreed to by both parties:

[Retailer]

ATCO Electric Ltd.

Per: _____

Per: _____

APPENDIX M Agency Appointment Agreement

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 Terms and Conditions for Distribution Access Service 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.

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.

RETAILER NAME

DATE

Accepted by:

AGENT

DATE