



# **TOWN OF CARDSTON**

**BYLAW 1649**

**ELECTRICITY DISTRIBUTION**

**RETAIL ACCESS SERVICE AGREEMENT**

**SCHEDULE “J”**

## RETAIL ACCESS SERVICES AGREEMENT

This Agreement is made as of the ● day of ●, 20\_\_ (the “**Effective Date**”).

BETWEEN:

**Town of Cardston**, incorporated under the laws of Alberta ("**TOC**")

- and -

●, incorporated under the laws of ● (the "**Retailer**")

The Retailer has requested that TOC provide retail access services to the Retailer, and TOC has agreed to provide retail access services to the Retailer (the “**Services**”);

TOC and the Retailer therefore agree as follows:

1. This Agreement replaces and supersedes any retail access services agreement or historical consumption request agreement previously entered into by TOC and the Retailer.
2. The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years, subject to any early termination of this Agreement as set out in clause 9 or 10.
3. The Town’s Regulatory Authority has approved a Distribution Tariff (the "**Tariff**") which includes terms and conditions (the "**Terms and Conditions**") for the provision of retail access services, as amended from time to time, which is available from on the TOC’s website, or from TOC upon request. This Agreement incorporates, adopts and is bound by the applicable parts of the Tariff and the Terms and Conditions, and the Retailer will comply with the Tariff and the Terms and Conditions, and any associated rate schedules and fee schedules, and will, where requested, provide TOC the Prudential Requirements set out in the Terms and Conditions.
4. The Retailer will, in respect of the Services, pay to TOC the charges, fees and amounts as set out in the Tariff and the Terms and Conditions.
5. The Retailer will make any payments required or permitted to be made by the Retailer to TOC by electronic funds transfer to an account that will be specified by TOC pursuant to the Tariff, the Terms and Conditions or this Agreement.
6. The Retailer makes the following representations and warranties to TOC, and the Retailer acknowledges that TOC is relying on such representations and warranties:
  - (a) The Retailer operates in TOC’s service area under the Retailer identification numbers set out in Schedule "A"; and
  - (b) The Retailer has all required approvals, license and permits necessary to enter into this Agreement.
7. Each time the Retailer requests TOC to disclose historical electric consumption information for a site (the “**Historical Information**”), the Retailer represents and warrants to TOC, and acknowledges that TOC is relying on such representations and warranties, that the Retailer has obtained a consent from each of the customers to which the Historical Information relates, and that the Retailer has obtained all legally-required consents necessary for TOC to disclose to the Retailer, and for the Retailer to receive from TOC, the Historical Information. Where a Retailer is required to obtain consent, such consent must be in verifiable form (meaning the consent may be written or oral, provided there is a methodology in place to record the fact that consent was given). The Retailer will retain records of all consents in a form that verifies proof of consent in accordance with applicable laws, and will produce those records on request by TOC or the Market Surveillance Administrator, as defined in the *Electric Utilities Act* (Alberta), as amended,

or any authorized government agency, which obligations shall survive the expiration or termination of this Agreement. 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, which obligation shall survive the expiration or termination of this Agreement. The Retailer acknowledges that TOC makes no representation or warranty to the Retailer regarding the accuracy of any historical consumption information provided to the Retailer by TOC.

8. The Retailer shall indemnify and save harmless TOC, its directors, officers, agents, employees, representatives and affiliates (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 representation or warranty 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 wilful misconduct of TOC. This indemnity is in addition to, and does not derogate from, the liability and indemnity provisions contained in the Terms and Conditions, and shall survive the expiration or termination of this Agreement.
9. Provided that the Retailer pays to TOC all adjustments, charges, fees and any other amounts owing by Retailer to TOC, the Retailer may terminate this Agreement and the Services upon 6 months’ written notice to TOC.
10. TOC may terminate this Agreement and the Services upon 6 months’ written notice to the Retailer. In the alternative, TOC may terminate this Agreement and the Services immediately in the event that:
  - (a) a governing body, having appropriate jurisdiction, orders the termination of this Agreement; or
  - (b) the Retailer breaches any term of this Agreement.
11. Any obligations of the Retailer to maintain security or otherwise relating to the Prudential Requirements set out in the Terms and Conditions shall survive the expiration or termination of this Agreement.
12. Neither TOC nor the Retailer may assign any of its rights or obligations under this Agreement, unless such assignment is made in accordance with the Terms and Conditions.
13. Default pursuant to this Agreement will be governed by the Terms and Conditions.
14. Any modification to this Agreement must be in writing, duly executed by an authorized officer of TOC and the Retailer. However, the attached Schedule may be amended by written agreement of TOC and the Retailer, in which case the Schedule will be automatically replaced by the new Schedule effective on the date of replacement, without the need for further amendment of this Agreement.
15. Any notices, demands, requests or other communications provided or given pursuant to this Agreement must be in writing and given in accordance with the Terms and Conditions at the following address:

- if to Retailer: (INSERT NAME)

(INSERT ADDRESS)

- if to TOC:  
P.O. Box 280  
Town of Cardston  
Cardston, Alberta  
T0K 0K0

With a copy to: Enmax Power Corporation  
141-50<sup>th</sup> Avenue  
Calgary, Alberta T2G 4S7  
Attn: Paul Tung

TOWN of CARDSTON

RETAILER NAME

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

Name:

Title:

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

Name: ●

Title: ●

## Retailer Identification Numbers – Schedule A

Retailer Identification Number	Effective Date
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(INSERT RETAILER NUMBERS)