



**CUSTOMER TERMS AND CONDITIONS  
FOR  
GAS DISTRIBUTION SERVICE**

**AUC Decisions: 28569-D01-2023  
28569-D02-2024**

**Effective: January 1, 2024**



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## ARTICLE 1 – PREAMBLE

In accordance with the provisions of the Gas Utilities Act (“GUA”) and the Regulations made there under (“Regulations”), ATCO Gas an operating division of ATCO Gas & Pipelines Ltd. (“ATCO Gas”) in its role as a pipe owner will carry out the functions necessary to furnish natural gas facilities to Customers in its service area to enable Customers to purchase natural gas for that person's own use from a Retailer or Default Supply Provider (“DSP”). These Terms and Conditions are intended to govern the relationship between ATCO Gas and Customer(s) that require a Service Connection to the Company's Gas Pipeline System. These Terms and Conditions will also govern the relationship between ATCO Gas and Retailer(s), DSP's or any other person whom the Customer has assigned to act on its behalf in its dealings with ATCO Gas, regarding the provision of Gas Distribution Service on its Gas Pipeline System.

These Terms and Conditions serve as a companion to the Retailer Terms and Conditions for Gas Distribution Service which are intended to enable Retailers/DSP's to acquire access to the Company's Gas Pipeline System for the purposes of allowing them to sell natural gas directly to Customers. A Customer may also act as a Self-Retailer by carrying out Retailer functions to obtain Gas Services solely for its own use.

The service provided by ATCO Gas hereunder is regulated by the Alberta Utilities Commission (“AUC”) and parties having any inquiries or complaints regarding these Terms and Conditions may direct such inquiries or complaints directly to ATCO Gas or to the AUC. These Terms and Conditions have been approved by the AUC.

## ARTICLE 2 – DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

The following words and phrases, whenever used in these Terms and Conditions, the Company's Natural Gas Rate Schedules or an application, contract or agreement for service, shall have the meanings set forth below:

*"Act"* means the *Gas Utilities Act*, R.S.A. 2000, c.G-5, as amended from time to time;

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

"AUC" means the Alberta Utilities Commission established under the *Alberta Utilities Commission Act, S.A 2007. c. A-37.2*, as amended from time to time;

"Automated Meter Reading Device" means a device attached to the meter used to collect meter readings from the meter. No customer information is collected through this device.

"Billing Commencement Date" means the commencement date for assessing the tariffs and charges as set forth in these Terms and Conditions; provided however that the Billing Commencement Date will be adjusted by the Company if the Company is unable to commence Gas Distribution Service under the Natural Gas Service Agreement (NGSA) on such date;

"Business Day" is any day other than Saturday, Sunday or a holiday as defined in the *Interpretation Act, R.S.A. 2000, c.1-8*; as amended from time to time;

"Company" means ATCO Gas, an operating division of ATCO Gas and Pipelines Ltd. or its successor;

"Connected Load" means the sum of the capacities or ratings of the Energy consuming apparatus connected to a supplying system or any part of such system;

"Customer" means a person, firm, partnership, corporation, organization or association (including, without limitation, individual members of any unincorporated entity) who consumes Gas in end-use at its location and is connected to the Company Gas Pipeline System;

"Customer Contribution" means the amount that the Customer must pay to the Company to install the Specific Facilities and/or Gas Pipeline Systems necessary to provide a Service Connection to the Customer;

"*Customer Information*" includes the data specified in AUC Rule 028 and other information, including safety related information, required to provide safe Gas Distribution Service to Customers;

"*Customer Usage Information*" means information regarding the historical natural gas consumption as specified in Article 4.8.3 for Site Customers or AUC Rule 10 for Retailers/DSP;

"*Default Supply Provider*" or "DSP" means a Gas Distributor or a person authorized by a Gas Distributor who provides Gas Services to Customers under rates, tolls or charges fixed by the AUC and terms or conditions fixed by the AUC;

"*Distribution Access Service*" means the service required to transport Gas to Customer(s) by means of a Gas distribution system. This service enables a Customer to obtain Gas supply service through Self-Retailing, from a Retailer or the DSP and is governed by the Retailer Terms and Conditions for Gas Distribution Service;

"*Effluent*" means any solid, liquid or gas, or combination of any of them, including, without limitation, salt, dust, smoke, particulate matter, debris, hazardous waste, chemicals, vapour, runoff, wastewater or sewage.

"*Energy*" means natural gas energy (expressed in joules or sub-multiples or multiples thereof);

"*Force Majeure*" means circumstances not reasonably within the control of the Company, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, pandemics, epidemics, landslides, lightning, earthquakes, fires, storms, floods, high water, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, explosions, breakdown or accident to equipment, mechanical breakdowns, temporary failures of gas supply, the intervention of federal, provincial, state or local government or from any of their agencies or AUC, excluding decisions and/or orders made by the AUC in the normal course of it exercising its authority to establish the revenue requirement of the parties to this agreement, the



order or direction of any court, and any other cause, whether of the kind herein enumerated or otherwise;

"Gas" means all natural gas both before and after it has been subjected to any treatment or process by absorption, purification, scrubbing or otherwise, and includes all fluid hydrocarbons;

"Gas Distributor" means the owner, operator, manager or lessee of a gas distribution system as defined in the *Act*;

"Gas Distribution Service" means the service required to transport Gas to Customer(s) by means of a Gas Pipeline System and includes any services the Gas Distributor is required to provide by the AUC or is required to provide under the Act or Regulations made thereunder;

"Gas Distribution Tariff" means the rates, tolls or charges fixed by the AUC and the terms and conditions fixed by the AUC, for Gas Distribution Service;

"Gas Pipeline System" means all those facilities owned or used by Company in the receipt, delivery, transportation, measurement and testing of Gas, (including, without limitation, transmission and distribution lines, regulators, meters, equipment and machinery);

"Gas Services" as defined in the *Act* means:

- (i) the Gas that is provided and delivered, and
- (ii) the services associated with the provision and delivery of the Gas, including:
  - (A) arranging for the exchange or purchase of the Gas,
  - (B) making financial arrangements to manage the financial risk associated with the price of Gas,
  - (C) arranging for Gas Distribution Service,
  - (D) arranging for delivery of Gas to the gas distributor's specified Point(s) of Receipt,
  - (E) storage,
  - (F) billing, collection and responding to customer billing inquiries,

- (G) maintaining information systems, and
- (H) any other services specified by the Minister by order as Gas Services;

"Load" means the amount of natural Gas delivered or required to be delivered at any specific point or points in the Gas Pipeline System;

"Lots" means two or more contiguous lots or parcels of land;

"Multiple Dwelling" means a residential dwelling unit in a building containing more than one residential dwelling unit, all of which share common services or facilities;

"Municipality" means a city, town, village, summer village, municipal district or specialized municipality, a town under the *Park Towns Act, R.S.A. 2000, c.P-2*, or a municipality formed by special Act, and includes a Metis Settlement;

"Natural Gas Service Agreement" means an agreement for the provision of a Service Connection pursuant to these Terms and Conditions, made between the Company and a Customer;

"Point of Delivery" for service by the Company to the Customer, means, unless otherwise specified in a Natural Gas Service Agreement, the outlet side of a meter;

"R3 Regulation" means the *Roles, Relationships and Responsibilities Regulation, A.R. 186/2003*, as amended from time to time;

"Rate Schedule" means a natural gas rate schedule prepared by the Company and approved by the AUC, as amended from time to time;

"Retailer" means a person who sells or provides retail Gas Services directly to Customers and who is entitled to enroll Customers for Distribution Access Service under the Company's Retailer Terms and Conditions for Gas Distribution Service and includes Self-Retailers;

*"Retailer Guide"* means the guide prepared by the Company which describes the business processes for the transactions between the Company and the Retailer/DSP in relation to the provision of service under the Retailer Terms and Conditions for Gas Distribution Service;

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

*"Service Connection (Service Line or Extension of Service)"* means the Specific Facilities required to physically connect the Customer's facilities to the Company's Gas Pipeline System to permit the Customer to obtain Gas Distribution Service;

*"Service Line"* means the section of the Gas Pipeline System from the boundary of the Customer's property which abuts the street or right of way in which the Company's distribution main is or will be situated to the meter on the Customer's premise;

*"Single Family Dwelling"* means a private residence provided with sleeping and cooking facilities intended for domestic use and in which the occupants live as a single housekeeping unit that is not part of a Multiple Dwelling;

*"Site"* means a unique end-use Point of Delivery, being the finest level at which settlement recognizes Retailer and DSP assignments, and receives consumption data;

*"Site ID"* means a unique identification number assigned by the Company for each unique end-use Point of Delivery;

*"Specific Facilities"* means those facilities installed by the Company for the benefit of a particular Customer/Retailer/DSP which are connected to the Gas Pipeline System and are required to transport Gas;

*"Standard Delivery Pressure"* is 1.72 kPa;

*"Transmission System"* means all those facilities owned or operated by ATCO Pipelines and NOVA Gas Transmission Ltd. in the receipt, delivery, transportation, measurement

and testing of Gas (including, without limitation, transmission lines, regulators, meters, equipment and machinery).

## **2.2 Conflicts**

- (a) If there is any conflict between a provision expressly set out in an order of the AUC and these Terms and Conditions, the order of the AUC shall govern.
- (b) If there is any conflict between a provision expressly set out in these Terms and Conditions, as may be amended from time to time, and a Natural Gas Service Agreement, the express provision of these Terms and Conditions shall govern, as of their effective date.

## **2.3 Headings**

The division of these Terms and Conditions into Articles, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.

## **2.4 Schedules and Appendices**

The following schedules and appendices form part of these Terms and Conditions:

- Schedule A – Sample Natural Gas Service Agreement (attached to this document)
- Schedule of Non-Discretionary Charges (available at [atco.com](http://atco.com))

## **ARTICLE 3 – GENERAL PROVISIONS**

### **3.1 AUC Approval**

These Terms and Conditions have been approved by the AUC. The Company may amend these Terms and Conditions by filing a notice of amendment with the AUC. Included in the notice of amendment to the AUC shall be notification of which Customer groups are affected by the amendment and an explanation of how affected Customers will be notified of the amendment. Any amendment to the Terms and Conditions will take effect sixty (60) days after such notice is filed, unless the AUC otherwise directs.



### **3.2 Gas Distribution Tariff**

The Gas Distribution Tariff is available for public inspection during normal business hours at the business offices of the Company and at the offices of the AUC and can be accessed at the Company's website at: [atco.com](http://atco.com). These Terms and Conditions form part of the Gas Distribution Tariff.

### **3.3 Effective Date**

These Terms and Conditions come into force as per the Effective Date shown on the cover page. Whenever the Company files a notice of amendment to these Terms and Conditions, or when the AUC approves an amendment to these Terms and Conditions, revisions will be issued, with the effective date of the amendments indicated thereon.

### **3.4 Application of Terms and Conditions**

- (a) These Terms and Conditions, as amended from time to time, apply to the Company and to every Customer to which the Company provides a Service Connection. These Terms and Conditions also govern the relationship between the Company and Retailer/DSP, Agent or any other person whom the Customer has assigned to act on its behalf in its dealings with the Company regarding the provision of Gas Services on its Gas Pipeline System.
- (b) The application for a Service Connection, the entering into a Natural Gas Service Agreement, the use by the Customer of a Service Connection to obtain Gas Services or the payment by the Customer of an account rendered by the Company in relation to a Service Connection shall constitute acceptance by the Customer of these Terms and Conditions whether or not the Customer has signed an application or contract for service.
- (c) No agreement can provide for the waiver or alteration of any part of these Terms and Conditions unless such agreement is first filed with and approved by the AUC.

### **3.5 Ownership of Gas Pipeline System**

- (a) The Customer is not the owner of any segments of the Gas Pipeline System or Specific Facilities necessary to provide a Service Connection, unless an agreement between the Company and Customer specifically provides otherwise.
- (b) Payment made by Customers for costs incurred by the Company in installing any segment of the Gas Pipeline System and Specific Facilities does not entitle Customers to ownership of any such segment of the Gas Pipeline System and Specific Facilities or any intellectual property, engineering, design, or other information or data, or any other rights relating to or in respect to such facilities unless an agreement between the Company and the Customer specifically provides otherwise.

### **3.6 Fees and Other Charges**

The Company will provide all standard service hereunder pursuant to the Gas Distribution Tariff. All additional, supplementary or extra non-discretionary services provided by the Company to a Customer will be charged a separate rate or fee, such as those included, without limitation, in the Schedule of Non-Discretionary Charges. Payment for these services shall be in accordance with the provisions of these Terms and Conditions.

## **ARTICLE 4 – ESTABLISHMENT OF SERVICE**

### **4.1 Application for Service Connection**

- (a) To enable the Company to provide the requested Gas Distribution Service, applicants for service shall supply information regarding the location of the premises to be served; the Customer's Connected Load and preferred supply conditions; the manner in which the Service Connection will be utilized; credit information; prepayment; and, any other information that may be required by the Company.

- (b) Upon receipt of the required information, the Company will advise the applicant of the type and character of the Service Connection it will furnish to the Customer, and any special conditions that must be satisfied.

## **4.2 Method of Application**

### *4.2.1 Form and Acceptance of Application*

- (a) All Customers must be of legal age to contract for service with the Company. The Company reserves the right to verify the identity of the Customer and the accuracy of the information provided and to require the Customer to execute an application in the form provided by the Company. If a Customer is not of legal age, a person of legal age may be required to accept responsibility for the Gas Distribution Service on the Customer's behalf.
- (b) For commercial and industrial Customers, written or electronic acceptance specifying the Customer has agreed to these Terms and Conditions must be received by the Company before construction of the Service Connection will proceed.

### *4.2.2 Application by Retailer/DSP or Other Person*

A Retailer/DSP or any other person acting as an Agent of a Customer may apply for a Service Connection on behalf of the Customer. The Retailer/DSP or Agent must provide the Company, in a form acceptable to the Company, verifiable authorization from the Customer to make the application.

## **4.3 Payment for Service Connection**

- (a) Customers applying for Service Connections may be required to prepay any applicable charge / estimate.
- (b) The Customer will be required, at the Company's sole discretion, to pay the complete cost based on actual costs upon completion of the work, including where prepayment was based on an estimate. When the assumptions used for a Service

Connection charge estimate change for reasons beyond the Company's control, and the Company will incur costs in excess of the original estimate due to these changes, the Company will notify the Customer as soon as practicably possible. In such case, the Customer shall have the right to cancel its Service Connection request by paying to the Company the costs it then already incurred in respect of the Service Connection requested .

- (c) Customers owing money to the Company will be required to make full payment of all outstanding balances plus meet the conditions of (a) and (b) above.

#### **4.4 Establishment and Re-establishment of Credit or Deposits**

##### *4.4.1 Establishment of Credit*

- (1) All Customers will be required to follow the security requirements as defined by the Customer's Retailer.
- (2) All Customers who choose to Self-Retail shall satisfy the Retailer Terms and Conditions for Gas Distribution Service for their prudential requirements.
- (3) The Company, at its sole discretion and acting reasonably, reserves the right to request Customers to establish credit by way of a deposit or other acceptable method for any amounts in relation to services provided by the Company, including but not limited to the cost of the Customer's Service Connection, or Customer Contribution, under these Terms and Conditions.

##### *4.4.2 Re-establishment of Credit*

- (1) Former Customers with an Outstanding Balance

An applicant who has been a Customer of the Company and who is indebted to the Company will be required to re-establish credit by paying all delinquent bills and depositing the amount prescribed herein.



(2) Delinquent Customer

A Customer whose Service Connection has been de-energized or disconnected for nonpayment of bills for service may be required, before service is restored, to establish credit by paying all delinquent bills, the reconnection fee and depositing the amount prescribed herein.

4.4.3 *Amount of Security Deposits*

The amount to be deposited will be determined by the Company at the time of the service application or upon the Customer entering into any contractual arrangements with the Company.

4.4.4 *Refunds of Security Deposits*

A security deposit is refunded or credited to the Customer's account with interest when:

- (1) the Customer's Service Connection is de-energized or disconnected, other than for default in payment of accounts, and the Customer has paid all amounts owing to the Company;
- (2) the Customer has satisfactorily established credit by paying all bills on or before the due date of the said bill, for twelve (12) consecutive months; or
- (3) the Customer has satisfied any other conditions stipulated in any contractual arrangements between the Customer and the Company.

4.4.5 *Interest on Security Deposits*

Interest on each Customer's security deposit held by the Company will be calculated at the rate specified from time to time in *The Residential Tenancies Act S.A. 2004, C.R-17.1* or as otherwise stipulated in any contractual arrangements between the Customer and the Company. Interest will be credited to the Customer's account annually or when the deposit is refunded.

#### *4.4.6 Use of Security Deposits*

If a Customer fails to pay an amount billed, the Company may apply all or any portion of a Customer's security deposit toward payment of the outstanding amounts, any subsequent unpaid costs incurred by the Company, including interest and any late payment charges. When the Company has taken this step, the Customer may be required to pay to the Company the amount deducted from the Customer's security deposit. Upon termination of a Service Connection or any contractual arrangement between the Customer and the Company, the Company may apply all or any portion of a Customer's security deposit, including interest, toward payment of any amount due and owing by that Customer.

#### **4.5 Rejection of Application**

The Company may, without limitation, reject any applicant's request for a Service Connection:

- (a) when the Customer does not have currently in force all permits or other authorizations that may be required for the installation of the Service Connection as defined in section 4.7; or
- (b) when the Company determines that a previous account held by the Customer is in arrears with the Company; or
- (c) when the Customer fails to provide a payment as specified in Article 4.3; or
- (d) when the Company determines that the form of the Natural Gas Service Agreement is not appropriate for the Service Connection due to its unique nature and the Customer refuses to enter into an alternate form of agreement acceptable to the Company; or
- (e) when any representation made by the applicant or the Customer to the Company for the purpose of obtaining a Service Connection is, in the Company's opinion, fraudulent, untruthful or misleading; or



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- (f) when the Customer has not, when requested by the Company to do so, provided an executed written or electronic application for a Service Connection or a signed Natural Gas Service Agreement; or
  - (g) when the proposed Loads, in the Company's opinion, have unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Company's personnel or the Company's Gas Pipeline System or equipment; or
  - (h) for any other reason rejection of the application is deemed necessary by the Company.

#### **4.6 Natural Gas Service Agreement**

- (a) A Customer may be required by the Company to sign a Natural Gas Service Agreement in respect of a Service Connection. The Natural Gas Service Agreement shall be signed by the Customer and not by its Agent.
- (b) In the absence of a signed Natural Gas Service Agreement, the supplying of a Service Connection by the Company and the acceptance thereof by the Customer shall be deemed to constitute an agreement by and between the Company and the Customer for delivery, receipt and payment for Gas Distribution Service under the Company's applicable Rate Schedules and Terms and Conditions.
- (c) If any provision of the Customer's Natural Gas Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of its Natural Gas 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.
- (d) A contract for service is not assignable by the Customer without the prior written consent of the Company, which consent shall not be unreasonably or arbitrarily withheld.

- (e) An applicant executing a Natural Gas Service Agreement will be required to pay a Customer Contribution if the revenue generated by existing rates from the applicable Rate Schedule(s) using the applicant's Maximum Daily Contract Demand is less than the cost to serve them over the contract term.
- (f) All services that are transferred, assigned, assumed or used by a person who purchases land upon which existing Customer facilities are located, or who takes over the operation or use of Customer's facilities at an existing Point of Delivery, including, without limitation any affiliate or successor to the previous Customer and, if applicable, the owner of the property on which the Point of Delivery is located, shall be subject to the terms of the Natural Gas Service Agreement(s) of the previous Customer(s), along with the billing and demand history. Any change(s) in service requirements as a result of such transfer shall be made in accordance with these Terms and Conditions. The new Customer may enter into new Natural Gas Service Agreement(s). The Company may perform an investment contribution calculation to determine whether any adjustments are required to the Customer's Contribution, as specified in Article 4.6(e), to recognize the different levels of company investment which applies to under any new Natural Gas Service Agreement(s). The existing contractual arrangements will remain in place until any new agreements have been accepted by both parties. It is the sole responsibility of the party who is taking over the use or operation of an existing Point of Delivery to undertake thorough due diligence with respect to the existence of and all terms of any existing Natural Gas Service Agreement(s) associated with the Point of Delivery.

## **4.7 Approvals**

The Customer for a new, altered or relocated Service Connection shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Service Connection. The Company shall not be required to commence or continue installation or operation of a Service Connection unless and until the Customer has complied with the requirements of all permits, certificates, licenses, inspections, reports and other authorizations, and all right-

of-way agreements, and all Company requirements applicable to the installation and operation of the Service Connection.

## **4.8 Temporary Service**

- (a) Where the Company reasonably believes that a requested service will be temporary, it may require the Customer requesting the service to pay the Company in advance of a Service Connection, the estimated cost of Specific Facilities plus the estimated cost of installation and removal of Specific Facilities necessary for the desired service, less the value of the salvaged material. Final costs will be assessed at the end of the temporary term and the Customer may be invoiced or refunded the difference, without interest.
- (b) Where the duration of service is to be less than one month, the Customer may be required to advance a sum of money equal to the estimated bill for service.

## **4.9 Information and Requirements for Service**

### *4.9.1 Distribution Service Connections*

Upon request, the Company shall provide to the Customer, information on the method and manner of making Service Connections. Such information may include a description of the Service Connection available, the location of entrance facilities and metering equipment, and Customer and Company responsibilities for installation of Specific Facilities including Customer responsibility for Retailer/DSP enrollment prior to meter installation.

### *4.9.2 Distribution Access Service*

For Customers requesting information on Distribution Access Service, the Company will:

- (a) make available notification and informational materials about competition and consumer choices;
- (b) make available the Company's Retailer Terms and Conditions for Gas Distribution Service;

- (c) direct Customers to an external source where they may obtain information about customer choice. The Company is under no obligation to assure the accuracy of this information.

#### *4.9.3 Customer Usage Information*

- (a) The Company shall provide Customer Usage Information to a Customer upon request in relation to:
  - (1) the 12-month period preceding the date of the request, or
  - (2) for any shorter period for which the Company has collected that information for the requesting customer.
- (b) An Agent or consultant, acting on behalf of a Customer, may request Customer Usage Information by obtaining and submitting to the Company the authorization from the Customer in a form as set out in the Retailer Guide. These requests are subject to a fee as outlined in the Schedule of Non-Discretionary Charges.
- (c) The Customer shall submit requests for Customer Usage Information by referencing the Site ID. All such requests shall be in writing and may be delivered via electronic mail (e-mail) or by standard mail.
- (d) The Company will normally process requests within five (5) Business Days of receiving notification from the Customer. If the Company determines that it cannot process the request within five (5) Business Days, the Company shall notify the Customer of the approximate delivery date.
- (e) The information referred to in section (a) above will be provided by the Company at no cost for requests made once per year per individual account. The Company will assess a charge for additional Customer Usage Information requests or requests involving multiple Customer accounts as set forth in the Schedule of Non-Discretionary Charges.

## **4.10 Application of Rate Schedules**

- (a) The Company will make Customers aware of the various Rate Schedules under which the Company provides service to different Customer rate classes. At the time of connection, the Company will endeavor to apply the applicable Rate Schedule which is most favorable to the Customer, providing the Rate Schedule applies to the service requested by the Customer, the Customer is eligible for the requested service, and that application of the requested Rate Schedule does not have an adverse impact on other Customers of the Company. The Company shall not be required to refund the difference in charges under different Rate Schedules for any past period during which the Customer did not request service under an alternate Rate Schedule that may have been available to such Customer.
- (b) Various riders and options are also applicable to the Gas Distribution Service as specified in the Rate Schedule approved from time to time by the AUC.
- (c) Customers may request a switch to a new rate or the Company may determine that the Customer's service requirements no longer meet the eligibility requirements of their current rate. Subject to the above provisions, where the Customer's service requirements change so that some other Rate Schedule(s), riders and options may apply to the service, the Company will advise the Customer of its eligibility for service under the alternate Rate Schedule, and the Company will change the Customer's billing accordingly.
- (d) In each circumstance, the Company may perform an investment contribution calculation to determine whether any adjustments are required to the Customer's Contribution, as specified in Article 7, to recognize the different levels of company investment which apply to each Rate Schedule.
- (e) In addition to payments for Gas Distribution Service, the Customer (or Retailer/DSP) is required to pay the Company the amount of any tax or assessment levied by any tax authority on Gas Distribution Service provided to the Customer.

- (f) Should a dispute arise between the Company and a Customer with regards to the Customer's eligibility to switch rates, the Company will normally bring the dispute before the AUC for resolution. This does not preclude the Customer from bringing the same dispute before the AUC. Switching will not be allowed before the AUC renders a decision.

## **ARTICLE 5 – SERVICE REQUIREMENTS AND FACILITIES**

After the Customer has complied with the Company's application and payment requirements and has been accepted for Gas Distribution Service by the Company, has obtained all required permits and/or inspections indicating that the Customer's facilities comply with local construction, safety standards or regulations, and the Company has received Retailer/DSP enrollment, the Company shall schedule that Site for Service Connection.

### **5.1 Customer Provided Facilities and Requirements**

#### *5.1.1 Protection of the Company's Specific Facilities and Gas Pipeline Systems*

The Customer shall furnish and maintain, at no cost to the Company, the necessary space, housing, fencing, barriers, structure marking, lighting and foundations for the protection of the Specific Facilities and Gas Pipeline Systems to be installed upon the Customer's premises which may or may not include a dedicated meter room and an active telecommunications line for measurement equipment. If the Customer refuses, the Company may at its option furnish and maintain, and charge the Customer for furnishing and maintaining, the necessary protection. Such space, housing, fencing, barriers, structure marking, lighting and foundations shall be in conformity with all applicable laws and regulations and shall be subject to the Company's specifications and approval.

#### *5.1.2 Compliance with Requirements and Use of Service Connection*

The Customer will ensure that its facilities comply with the applicable requirements and with any technical guidelines that may be issued from time to time by the Company or the applicable authority having jurisdiction.



### 5.1.3 Extensions

A Customer shall not, without the prior written consent of the Company, sell or otherwise permit any other person to use such Gas Distribution Service nor shall a Customer extend or permit the extension of facilities connected to the Company's distribution system beyond property owned or occupied by that Customer for any Point of Delivery.

## **ARTICLE 6 – RIGHTS OF WAY AND ACCESS TO GAS PIPELINE SYSTEM**

### **6.1 Easements**

In consideration of the Company providing Gas Distribution Service to the Customer, the Customer grants to the Company, without cost to the Company, such easements or rights-of-way over, upon or under the property owned by the Customer as the Company reasonably requires for the construction, installation, maintenance, repair, and operation of the Gas Pipeline System required for a Service Connection to the Customer and extensions thereof, and all other obligations required to be performed by the Company hereunder. Easements or rights-of-way granted to the company are registered interests in property and the Company's rights will be described herein.

### **6.2 Right of Entry**

The Company's employees, agents and other representatives shall have the right to enter a Customer's property at all reasonable times for the purpose of installing, maintaining, replacing, testing, monitoring, reading, de-energizing at request of Retailer/DSP, or removing the Company's Gas Pipeline System and for any other purpose incidental to the provision of a Service Connection. The Customer shall not prevent, hinder, or charge a fee for allowing the Company's entry, including the use of roads on the Customer's property, or any adjacent or nearby property or crown land over which the Customer has the right to grant access for the purposes listed in this section. In the event that any of the Company's Gas Pipeline System is situated within a Customer's premises, the Company may require that Customer to provide to it a key for the purpose of gaining access to such Gas Pipeline System. The Company will endeavor to provide reasonable notice to the



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Customer when the Company requires entry to the Customer's property for planned maintenance or repairs to the Company's facilities. The Company may charge a fee as set forth in the Schedule of Non-Discretionary Charges any time the Company's entry is considered by the Company's employees, agents or other representatives as unsafe or is otherwise prevented, hindered or refused.

### **6.3 Vegetation Management**

The Customer shall permit the Company to manage vegetation on the property owned or controlled by the Customer to maintain proper clearances, reduce the risk of contact with, and allow access to the Company's Gas Pipeline System. The Company shall make reasonable efforts to notify the Customer before such work is performed.

Customers are responsible for following Company setback requirements when planting new vegetation such as trees and shrubs. Customers shall be responsible for future vegetation management costs where Company setback requirements have not been met.

### **6.4 Interference with Company's Gas Pipeline System**

The Customer shall not install or allow to be installed on property owned or controlled by the Customer any temporary or permanent structures or vegetation that could interfere with the proper and safe operation of the Company's Gas Pipeline System or result in non-compliance with applicable statutes, regulations, standards and codes. The Company shall not be liable for any damage to any structure or improvement erected, installed or placed in contravention of these Terms and Conditions resulting from the maintenance of such gas line or service line.

## **ARTICLE 7 – EXTENSION OF SERVICE**

The Company shall, in accordance with these Terms and Conditions, extend its Gas Pipeline System for the purpose of providing permanent Gas Distribution Service to an applicant who qualifies for Gas Distribution Service hereunder if the following conditions, or such of them as are applicable, are satisfied.

- (a) The applicant shall pay to the Company the costs set out in the Schedule of Non-Discretionary Charges (the Customer Contribution) for the portion of service line from the boundary of the applicant's property which abuts the street or right of way in which the Company's distribution main is or will be situated to the meter on the applicant's premises.
  
- (b) Subject to clause (a) hereof, if the applicant's premises are situated in a Municipality which has a subsisting franchise agreement with the Company, the Company shall, without charges other than those payable under the applicable Rate Schedule, extend its Gas Pipeline System for the purpose of providing permanent Gas Distribution Service to the applicant provided that:
  - (i) the Municipality has, at its expense, extended or will concurrently extend its water and sewer services to serve the premises of such applicant, and
  - (ii) the Gas Distribution Service being requested by the applicant will not be used solely for standby purposes and is delivered at Standard Delivery Pressure, or at the Company's sole discretion, the prevailing operating pressure in accordance with Section 8.8.
  
- (c) In any case where clause (b) (i) hereof does not apply and clause (b) (ii) does apply, but subject always to clause (a) hereof, the Company shall extend its Gas Pipeline System for the purpose of providing Gas Distribution Service to an applicant subject to the following conditions:
  - (i) The extension required to the Company's Gas Pipeline System, excluding the service line, does not exceed 50 metres in length, and an easement or right of way satisfactory to the Company is provided, or
  - (ii) If the aforesaid extension exceeds 50 metres in length, the applicant has paid to the Company the amount, if any by which the total estimated costs of such extension exceed the amount which the Company estimates it will receive from the applicant for the first three years of Gas Distribution Service to the applicant excluding, however, amounts to be received in

respect of revenue tax, property tax, federal excise tax, or any other federal or provincial tax other than income tax; provided that the Company may, at its option, accept in lieu of such payment the written undertaking of the applicant to pay such amount in such manner, upon such terms and over such period of time as is specified by the Company.

- (d) (1) If an applicant requests that the Company extend its Gas Pipeline System for the purpose of providing permanent Gas Distribution Service to two or more contiguous lots or parcels of land (hereinafter called "Lots"), and if clause (b) (i) hereof does not apply thereto, the Company shall, in accordance with these Terms and Conditions, extend its Gas Pipeline System as requested provided that:
- (i) the applicant pays in respect of each Lot the costs referred to in clause (a) hereof; and
  - (ii) the applicant pays the estimated costs of such extension (which payment, for the purposes of clause (c) (ii) hereof, shall be divided by the number of such Lots to determine the Individual Lot Payment).
- (2) If permanent Gas Distribution Service to any such Lot commences to be taken within five years of such service being available, the Company shall, upon application by the applicant or his assignee, refund the Individual Lot Payment less any amount which would have been payable if clause (c) or (d) hereof would have otherwise applied.



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## ARTICLE 8 – SERVICE CONNECTION

### 8.1 Company Responsibility and Liability

#### 8.1.1 *Continuous Supply*

The Company shall make all reasonable efforts to maintain continuity of Gas Distribution Service to its Customers, but the Company cannot guarantee an uninterrupted natural gas supply.

#### 8.1.2 *Interruption*

Without liability of any kind to the Company, the Company shall have the right to disconnect or otherwise curtail, interrupt or reduce service to Customers:

- (a) whenever the Company reasonably determines that such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Company's facilities, or to permit the connection or disconnection of other Customers;
- (b) to maintain the safety and reliability of the Company's distribution system; or,
- (c) due to any other reason related to dangerous or hazardous circumstances including emergencies, forced outages or Force Majeure.

#### 8.1.3 *Reasonable Efforts*

The Company shall use reasonable efforts to minimize any scheduled curtailment, interruption or reduction to the extent reasonably practicable under the circumstances, to provide the Customer with prior notification of any such curtailment, interruption or reduction to the extent reasonably practicable, and to resume the Customer's Service Connection as promptly as reasonably practicable.

#### *8.1.4 Company Liability*

Notwithstanding anything to the contrary contained in these Terms and Conditions, the Company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature, (excepting only direct physical loss, injury or damage to a Customer or a Customer's property, resulting from the negligent acts or omissions of the Company, its employees or agents) arising out of or in any way connected with provision of service by the Company to its Customers including any failure, defect, fluctuation, reduction or interruption in the provision of service by the Company to its Customers. For the purpose of the foregoing and without otherwise restricting the generality thereof, "direct physical loss, injury or damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and energy, cost of capital, and loss of use of any facilities or property, or any other similar damage or loss whatsoever.

#### *8.1.5 Force Majeure*

Should the Company be unable, because of an event of Force Majeure, to provide a continuous supply of Energy to a Customer, the Company's responsibilities, so far as they are affected by the Force Majeure, shall be relieved and suspended during the duration of such circumstances and the Company shall not be liable for any failure to perform any term of these Terms and Conditions to the extent that and when such failure is due to, or is a consequence of, an event of Force Majeure. Where practical, the Company shall give notice to the affected Customers of such Force Majeure.

#### *8.1.6 Provision of Customer Information to the Retailer*

The Company will notify the Retailer/DSP of customer information and/or activities in situations where it is known or suspected that the customer is vulnerable or where the Company and/or the Retailer/DSP are being adversely affected by the customer's actions.

## *8.1.7 Release*

Subject to Section 8.1.4, none of the Company, its directors, officers, agents, employees and representatives, (“Company Parties”), will be liable to the Customer, its directors, officers, Agents, employees and representatives (“Customer Parties”) for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the Customer Parties or any of them, howsoever and whensoever caused, and each Customer Party hereby forever releases each of the Company Parties from any liability or obligation in respect thereof.

## *8.1.8 The Company Not Liable to Customer*

For greater certainty and without limitation to the foregoing in Sections 8.1.4 and 8.1.6, the Company Parties (as defined above) shall not be liable to a Customer for any damages of any kind (except to the extent the Company is liable for such damages in accordance with Section 8.1.4):

- a) caused by or arising from any of the Company Party’s conduct in compliance with or in breach of, or as permitted by, these Terms and Conditions, the Retailer Terms and Conditions for Gas Distribution Service, Natural Gas Service Agreement or other agreement with the Customer, or any contractual, legal or regulatory requirements related to service provided to Retailers;
- b) caused to the Customer and arising from any failure of a Retailer to comply with the Retailer Terms and Conditions for Gas Distribution Service, any agreement with the Company relating to Gas Distribution Services or for any damages caused by or arising from equipment installed or actions taken by a Retailer;
- c) caused by or arising from a Retailer’s failure to perform any commitment to the Customer, including but not limited to the Retailer’s obligation, including its obligation under Part 2.1 of the Act, to provide retail gas services including Gas Distribution Service to the Customer; or

- d) caused by or resulting from any acts, omissions or representations made by a Retailer in connection with soliciting Customers for Gas Distribution Service or performing any of the Retailer's functions in providing retail gas services to Customers.

## **8.2 Customer Responsibility and Liability**

### *8.2.1 Customer Responsibility for Facilities*

The Customer shall be responsible for the installation and condition of all facilities on the Customer's side of the Point of Delivery, except Specific Facilities owned by the Company. The Customer shall be responsible for any destruction of or damage to the Company's Specific Facilities located on the Customer's premises where the destruction or damage is caused by a negligent act or omission or willful misconduct of the Customer or anyone permitted by the Customer to be on the premises.

### *8.2.2 Customer Liability*

The Customer shall be solely responsible for and comply with the regulations regarding the installation, condition and maintenance of all piping, equipment, and apparatus on the Customer's side of the Point of Delivery, and the Customer shall indemnify and save harmless the Company from and against any claim or demand for injury to persons or damage to property arising out of or in any way connected with piping, equipment and apparatus on the customer's side of the Point of Delivery and the use made by the Customer of gas supplied by the Company, so long as such injury or damage is not caused by the negligence of the Company.

### *8.2.3 Service Calls*

The Company may require a Customer to pay the actual costs of a service call if the source of the problem is the Customer's own facilities.



### **8.3 Interference with the Company's Property**

No one other than an employee or authorized agent of the Company shall be permitted to remove, energize, operate, or maintain meters, equipment and other facilities owned by the Company without Company permission. The Customer shall not interfere with or alter the meter, seals, or other facilities or permit the same to be done by any person other than the authorized agents or employees of the Company.

### **8.4 Unauthorized Use**

Where the Company determines that there has been unauthorized use of the Service Connection including, but not limited to, meter or equipment tampering, unauthorized connection or reinstatement, theft, fraud, or intentional or unintentional use of Energy whereby the Company is denied full compensation for Gas Distribution Services provided, the Company will bill the Customer or Retailer/DSP for the Company's estimate of energy and delivery charges for such unauthorized use and require Customer prepayment for any repairs, damages and reconstruction of Company facilities. Nothing in this section shall limit any other rights or remedies that the Company may have in connection with such unauthorized use.

### **8.5 Termination by Company**

- (a) If a Customer violates any of these Terms and Conditions, or tampers with any of the Company's Gas Pipeline System or permits its service piping, or equipment connected thereto to become, in the opinion of the Company, hazardous, or neglects to pay the charges for Gas Distribution Service due to the Company at any of the times fixed for the payment thereof, or refuses to provide entry, or violates the provision of any contract or Rate Schedule applicable, or increases its Customer Load without the permission of the Company, or makes fraudulent use of the Company's Gas Distribution Service, the Company, or anyone acting under its authority, may, without prejudice to any other right or remedy which it may have against the Customer, on giving forty-eight (48) hours' notice to the customer, disconnect the Gas Distribution Service from its system. Notwithstanding the foregoing, if, in the opinion of the Company, the condition of the Customer's piping

or equipment attached thereto is so hazardous as not to safely permit the giving of notice, no notice shall be required. The Customer shall, notwithstanding the discontinuance of Gas Distribution Service, be liable for and pay to the Company all charges for Gas Distribution Service supplied up to the time of such discontinuance

- (b) When a contract for service is terminated by a Customer and a new application for service has not been received by the Company, the Company shall discontinue the Gas Distribution Service to the premises.
- (c) If the piping or equipment described in (a) above is found to be hazardous or non-compliant, the Company, at its discretion, may choose to disconnect or shut off only that portion or piece of equipment which is in violation, in order to maintain Gas Distribution Service to the remaining Customer facilities. The Company will report these incidences to the authority having jurisdiction as per the Regulations made under the Act.

## **8.6 Multiple Dwellings**

- (a) Each individual unit within a multiple dwelling will be served as a separate Point of Delivery, unless the Company agrees otherwise.
- (b) Where the Company and a Customer have agreed that Gas Distribution Service to a Multiple Dwelling shall be delivered through a single Point of Delivery, the applicable Rate Schedule will apply to the Gas Distribution Service in which case resale shall be permitted only under and subject to a contract in writing entered into between the Company and the Customer.

## **8.7 Mobile Homes**

- (a) Service shall normally be provided to mobile homes through separate Points of Delivery, based on the applicable Rate Schedule.
- (b) Service provided to common use areas (e.g. laundry facilities) in a mobile home park shall be separately metered and billed at the applicable Rate Schedule.

- (c) In mobile home parks or trailer courts where the Company reasonably believes homes are temporary, the Company may elect to provide Gas Distribution Service only through the Point of Delivery billed to the mobile home park or trailer court.

## **8.8 Standard Delivery Pressure**

The Company will meet the peak flow requirements of the Customer (as signed up) at the standard delivery pressure of 1.72 kPa, or at the Company's sole discretion, the prevailing operating pressure in the Gas Pipeline System at the Customer Site but with no guarantee of pressure greater than Standard Delivery Pressure. Customer requests for service beyond the standard utilization pressure may be required to pay a non-refundable contribution for the installation, administration and maintenance of the facilities required to comply with the request.

## **8.9 Effluent**

The Customer agrees that if any part of the Customer's process or operations produces or emits Effluent that may cause contamination to or otherwise affect the operation of the Company facilities used to provide Gas Distribution Service (including without limitation, the Company's facilities installed or interconnected to serve the Customer facilities) (the "Contamination"), the Customer shall immediately disclose this information to the Company personnel as soon as the potential for or actual Contamination, as the case may be, is known. Notwithstanding any other provision of the Terms and Conditions, the Customer shall indemnify the Company from any damage, injury, loss, costs and claims ("Costs") suffered or incurred by the Company, its agents or employees which are in any way incurred as a result of or connected with any Effluent produced or emitted by the Customer's process or operations. Such Costs shall include, without limitation, all reasonable expenses incurred in cleaning up Contamination, upgrading the Company's Gas Pipeline System to prevent any future occurrence of any similar contamination and/or to mitigate excessive costs of ongoing maintenance or, where a Gas Pipeline System upgrade is not feasible, the costs of continued maintenance of the Company facilities resulting from Contamination.

## **ARTICLE 9 – METERS**

### **9.1 General Requirements**

The Customer shall authorize the Company to connect, verify, maintain and exchange automated meter reading and/or monitoring equipment for the purpose of transmitting and collecting meter reading information. The Customer shall permit the Company to perform meter reading using automated monitoring equipment. The Company shall comply with the regulations of the authority having jurisdiction with regard to measurement equipment and devices. If Customer requests removal of automated monitoring equipment, the Company will charge the fee as per the Schedule of Non-Discretionary Charges.

### **9.2 Installation and Maintenance of Meters**

The Company shall provide, install and maintain all necessary regulators and meters necessary for measuring the natural gas supplied to each Customer. Unless impractical, meters shall be installed on the outside of the premises, and in any case the location shall be subject to the approval of the Company so as to permit safe and convenient access, such approval not to be unreasonably withheld.

### **9.3 Meter Test and Adjustments**

- (a) The Company may inspect and test a meter at any reasonable time.
- (b) At the request of Measurement Canada or an accredited agency as may, from time to time, be designated for this purpose, the Company shall arrange for a meter to be removed and tested by an official designated for that purpose. The Company will direct customers wishing to dispute the meter to Measurement Canada.
- (c) If a test determines that the meter is not accurate within the limits set by government standards, the Retailer's/DSP bill will be adjusted accordingly. Where it is impossible to determine when the error commenced, it shall be deemed to have commenced three (3) months before the test or the date of the meter installation, whichever occurred later. The Company shall not be liable to the

Customer or Retailer/DSP for any additional costs that are associated with such metering or meter reading errors.

- (d) The Company reserves the right to assess a charge to the Customer or Customer's Retailer/DSP at the time of a meter test as set forth in the Schedule of Non-Discretionary Charges. This charge is reimbursed in circumstances when the meter tested is found to be faulty.
- (e) If any appliance of a Customer connected to the Gas Pipeline System prevents or impedes the meter from accurately recording the total amount of Energy supplied, the Company may forthwith de-energize or disconnect the Customer's Gas Distribution Service, or disconnect such appliance from the Gas Pipeline System and shall, in either case, estimate the amount of Energy consumed and not registered, as accurately as it is able to do so, together with any costs incurred by the Company in disconnecting such Gas Distribution Service, or appliance, and repair of any damage to the Company's Gas Pipeline System as the case may be. The Retailer's/DSP's bill will be adjusted accordingly for the estimated amount of Energy, delivery charges, and all other related costs.

## **ARTICLE 10 – RENDERING AND PAYMENT OF BILLS**

### **10.1 Meter Reading and Estimates**

- (a) The Company shall determine the method of meter reading collection for its meters and equipment.
- (b) Where the Company has determined the method of collection is through an automated meter reading device and the Customer refuses to allow installation, the Company will attempt Company meter readings approximately every six months. The Customer will be charged for each meter reading attempt as stated in the Schedule of Non-Discretionary Charges through the monthly tariff bill sent to the Retailer/DSP.

- (c) Where the Customer requests the removal of an automated meter reading device, the Company will remove the device and will apply the appropriate fee as stated in the Schedule of Non-Discretionary Charges to the monthly tariff bill sent to the Retailer/DSP. In addition, the Company will attempt Company meter readings approximately every six months. The Customer will be charged for each meter reading attempt as stated in the Schedule of Non-Discretionary Charges through the monthly tariff bill sent to the Retailer/DSP.
- (d) In any event the Company will require a meter reading twice per year or as directed by Measurement Canada or such other Regulatory requirement.
- (e) In the event that there is a discrepancy between the mounted meter index and a meter monitoring or automated meter reading device, the mounted meter index reading will be deemed to be correct unless a meter test proves otherwise.
- (f) The Company will assess a charge to the Customer or Customer's Retailer/DSP for additional reads above the Company's standard practices as well as in situations where a Customer has refused to allow an automated meter reading device to be installed. This charge is defined in the Schedule of Non-Discretionary Charges.
- (g) The Company shall keep an accurate record of all meter readings for the purpose of billing the Gas Distribution Services provided.
- (h) The Company may elect to change the meter reading schedule for a site, providing advance notice to the Retailer/DSP as defined by AUC Rule 004.
- (i) The Company is not required to use a Customer provided meter reading for billing purposes.

## **10.2 Billing Delivery Charges to Retailer/DSP**

- (a) Billing to the Retailer/DSP will be based on meter readings made by the Company or on estimates for those billing periods when the meter is not read. The Company will issue billing to the Retailer/DSP in accordance with AUC Rule 004.

- (b) Bills shall be rendered in accordance with AUC Rule 004.
- (c) Failure to receive a bill shall not release the Customer or the Retailer/DSP from its obligation to pay the same.

### **10.3 Payment of Customer directly to the Company**

- (a) The payments for service provided to the Customer under the Rate Schedule and these Terms and Conditions (and collected by the Retailer, if applicable) shall commence on the first billing date after the earlier of the date upon which the Customer commences taking service, thirty (30) days after the date that service is made available to the Customer, or the Billing Commencement Date.
- (b) The Customer shall pay all amounts required to be paid under these Terms and Conditions upon receipt of a bill for such amounts. Bills shall be deemed rendered and other notices duly given when delivered to the Customer at the address provided by the Customer or Retailer/DSP for service. Failure to receive such bill from the Company will not entitle the Customer to any delay in the settlement of each account, or to any extension of the date after which a late payment charge becomes applicable. Any bill rendered to a Customer for which valid payment has not been received by the date indicated on the bill shall be considered past due. The Company reserves the right to assess a late payment charge as set forth in the Rate Schedule.
- (c) The Customer shall pay to the Company, on or before the 15<sup>th</sup> Business Day following the statement date, the amount invoiced by the Company and payable not later than the day shown upon the bill as the “due date”.
- (d) The Company may refuse to accept payment on a Customer's account when payment by cheque is drawn on a form other than a bank cheque form. In the event the Company accepts payment by cheque drawn on any other form, the Customer shall be liable for and pay to the Company all charges and costs incurred to process the cheque. The Company follows the Bank of Canada rules and regulations of currency acceptance limitations.



#### **10.4 Late Payment Charge**

Any amount owing for service and not paid by the due date shown on the bill shall be subject to a late payment charge in accordance with the Rate Schedule, all of which will be due and payable forthwith after the due date. If an outstanding balance remains on a go-forward basis, the Company will initiate collection action including, but not limited to, disconnecting service to the customer.

#### **10.5 Dishonored Payments Fee**

The Company reserves the right to assess a service charge to the Customer, or the Customer's Retailer/DSP, in respect of any payment returned by the Customer's bank for any reason as defined in the Schedule of Non-Discretionary Charges.

#### **10.6 Billing Error**

Should the Customer or the Retailer/DSP dispute any amount owing, the Customer or Retailer/DSP shall nonetheless pay such disputed amount and submit the dispute for resolution in accordance with these Terms and Conditions. Following resolution of any such dispute, the Company will return any amount found owing, without interest, to the Customer or Retailer/DSP forthwith. The right or ability of either party to dispute a bill for service provided hereunder shall only apply to bills rendered during a period of two (2) years prior to the date of a written notice of such dispute. The Company may assess a charge to the Customer or Retailer/DSP for reviewing billing disputes, in circumstances where the Company has not been responsible for any billing error as established in the Schedule of Non-Discretionary Charges.

### **ARTICLE 11 – CHANGE IN SERVICE CONNECTION**

#### **11.1 Prior Notice by Customer**

- (a) A Customer shall give to the Company reasonable written notice prior to any change in Gas Distribution Service requirements, including any change in Load to enable the Company to determine whether or not it can supply such revised Gas



Distribution Service without changes to its Gas Pipeline System. A Retailer/DSP, or any other person acting as Agent for a Customer, who provides the Company with verifiable authorization from the Customer, may give such notice to the Company on the Customer's behalf. If the Company receives such notice from a Retailer/DSP or Agent, the Company may, at its option, require such notice directly from the Customer. The Company shall not be obligated to supply to any Customer any Load in excess of that originally agreed to by the Company.

- (b) The Customer shall not change its requirement for a Gas Distribution Service without the Company's written permission. The Customer shall be responsible for all damage caused to the Company's Gas Pipeline System as the result of the Customer changing its requirements for a Gas Distribution Service without the Company's permission.

## **11.2 Changes to Company Facilities**

If a change in a Customer's Load would require changes to the Company's Gas Pipeline System, that Customer may be required to pay the Company's costs of such changes other than those costs which the Company would have borne upon accepting an application to serve an increased Load in the first instance. In any event, that Customer shall pay the Company's capital cost, less depreciation, of existing Specific Facilities which would be removed as a result of such Load change, together with the estimated cost of removing the same less the estimated salvage value, if any, thereof.

## **11.3 Relocation of Company Facilities**

In any case in which the Company is requested to relocate any of its Gas Pipeline System, including service lines, regulators and meters, or to install a remote meter index or automated meter reading device, the person requesting such relocation or installation may be required to pay the costs set out in the Schedule of Non-Discretionary Charges for so doing, and shall, if requested by the Company, pay the same in advance of the Company undertaking such relocation or installation. Any relocation shall be subject to the provisions of these Terms and Conditions. Any installation of a remote meter index or meter



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monitoring device shall be subject to these Terms and Conditions. The Company reserves the right, at its expense, to relocate regulators or meters for operating convenience.

## **ARTICLE 12 – SERVICE DISCONNECTS, REINSTATEMENT AND REMOVAL**

### **12.1 Disconnection**

#### *12.1.1 Termination by Customer*

Unless precluded by contract or industry rules from so doing, the Customer and/or Retailer /DSP may, at any time, give to the Company five (5) Business Days' notice of termination of Gas Distribution Service. Upon receipt of such notice, the Company may read the meter attached to such Gas Distribution Service, and Customer and or Retailer/DSP shall pay for all Gas Distribution Service supplied prior to such reading. In the event that the Company is unable to read the meter upon receipt of Customer or Retailer/DSP notice of termination, the charge for Gas Distribution Service supplied shall be based on an estimated meter reading which will be prorated from the time of an actual meter reading.

#### *12.1.1A Temporary Disconnection*

Upon the request of the Customer and or Retailer/DSP, the Company shall temporarily disconnect any Service Connection provided:

- (a) Upon the Retailer/DSP request to restore service the Customer or the Customer's Retailer/DSP will be responsible for and pay any applicable charges outlined under Article 12.2.
- (b) If the Service Connection remains disconnected for greater than six (6) months, the facilities located downstream of the meter outlet are subject to retest as prescribed by the authority having jurisdiction.
- (c) After six (6) months of service disconnection, ATCO Gas reserves the right to remove the meter.

- (d) If the Service Connection remains disconnected for greater than twelve (12) months, it will be considered permanently disconnected and administered as per Article 12.1.1B herein.

#### *12.1.1B Permanent Disconnection*

- (a) If the Customer requests the Service Connection to be permanently disconnected, the Customer or Retailer/DSP billing for that service will be finalized. At the discretion of the Company, the Retailer/DSP will be allowed to remove the Customer from the account and the Gas Pipeline System provided by the Company may be removed.
- (b) If within three (3) years of permanent disconnection the Customer requests the Service Connection be restored, the Customer or the Customer's Retailer/DSP must pay all the costs associated with the original disconnection, removal of the Gas Pipeline System and restoration of service.

#### *12.1.2 Disconnection at Request of Retailer/DSP*

In accordance with sub-section 5(1) of the R3 Regulation and AUC Rule 028, the Retailer/DSP shall have the right to request that the Company de-energize service to a particular Customer and/or Site, and Company shall comply with that request, unless such action is inconsistent with Schedule B of the Company's Retailer Terms and Conditions for Gas Distribution Service.

#### *12.1.3 Disconnection by the Company*

- (a) The Company reserves the right to de-energize or disconnect Gas Distribution Service to the Site in a number of circumstances, including, but not limited to: failure to provide access at least once per year for meter reading; threats or harassment of employees or agents of the Company; non-payment of the Company bills or any past due charges by the Customer; evidence of safety violations, Energy theft, or fraud by the

Customer; refusal of the Customer to allow change in facilities or equipment, or the Customer failing to meet its obligations under these Terms and Conditions or the Natural Gas Service Agreement.

- (b) If the disconnect is a result of a safety violation, the Company will reinstate the service when the safety problem is resolved and when the Customer has prepaid all costs associated with repair, damage or restoration of service, and addressed prevention of such damage, interference or disturbance and upon receipt of Retailer/DSP authorization where required. The Company may assess a reinstatement charge to the Retailer/DSP as set forth in the Schedule of Non-Discretionary Charges.

## **12.2 Reinstatement Service**

This section applies when the Company is asked to reinstate or restore Gas Distribution Service to a Customer whose Gas Distribution Service was discontinued (whether or not at the request of the Customer, the Customer's Retailer/DSP or the Company).

Before reinstating or restoring service, the Customer or the Customer's Retailer/DSP must ensure facilities downstream of the meter conform to the requirements of the authority having jurisdiction and shall pay:

- (a) any amount owing to the Company including written off accounts;
- (b) any damages or replacement costs owed to the Company; and
- (c) a reinstatement charge as defined in the Schedule of Non-Discretionary Charges.

## **12.3 Removal of Facilities**

Upon termination of Gas Distribution Service, the Company shall be entitled to remove any of its Gas Pipeline System or Specific Facilities located upon the property of the Customer and to enter upon the Customer's property for that purpose. The Customer may be required to pay the actual cost of removal (less estimated salvage value), the present value of the capital recovery stream(s) associated with the existing facilities being

removed, and, where applicable, any other outstanding amounts attributable to the Customer including costs for transmission capacity. Customers with a current Natural Gas Service Agreement will be required to pay the present value of the capital recovery stream owing under the Natural Gas Service Agreement.

## **ARTICLE 13 – MISCELLANEOUS**

### **13.1 Gas Distribution Service Obtained from Retailer**

The Company will not initiate or continue Gas Distribution Service at a Point of Delivery unless the Customer is enrolled to obtain Gas Distribution Service. It is the Customer's responsibility to make arrangements with a Retailer to obtain Gas Services, including enrolment for Gas Distribution Service.

### **13.2 Transmission System Owner Requirements**

Retailers and Customers acknowledge and agree that the Company is bound by all operating instructions, policies and procedures of Transmission System owners. Each Retailer and Customer acknowledges and agrees that they will cooperate with the Company so that the Company will be in compliance with all such operating instructions, policies and procedures which include, but are not limited to, those operating instructions, policies and procedures pertaining to emergencies, and supply reductions or full interruption of customer load by either manual or automatic means.

### **13.3 Compliance with Applicable Legal Authorities**

The Company, Retailers and Customers, and agents thereof, are subject to, and shall comply with, all existing or future applicable federal, provincial and local laws, all existing or future orders or other actions of governmental authorities having applicable jurisdiction. The Company will not violate, directly or indirectly, or become a party to a violation of any applicable federal, provincial or local statute, regulation, bylaw, rule or order in order to provide a Service Connection or Gas Distribution Service. The Company's obligation to provide a Service Connection and Gas Distribution Service is subject to the condition that all requisite governmental and regulatory approvals for



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the provision of such services will have been obtained and will be maintained in force during such period of service.

#### **13.4 No Assignment of Agreements and Invalidity of Contractual Provisions**

Neither a Retailer or Customer shall assign any of their rights or obligations under these Terms and Conditions, a Natural Gas Service Agreement, or any other agreement with the Company relating to Gas Distribution Service without obtaining (a) any and all necessary regulatory approval(s); and (b) the prior written consents of the non-assigning party, which consent shall not be unreasonably withheld. No assignment shall relieve the Retailer or Customer of any of their obligations under these Terms and Conditions or any other agreement until such obligations have been assumed by the assignee. Any assignment in violation of this Section shall be void.

#### **13.5 No Waiver**

The failure of the Company or Customer to insist in any one or more instances upon strict performance of any provisions of the Terms and Conditions, a Natural Gas Service Agreement, or any other agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provision or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect. No term or condition of these Terms and Conditions or any other agreement shall be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse.

#### **13.6 Invalidity of Contractual Provisions**

If any provision of the Terms and Conditions, a Natural Gas Service Agreement, or any other agreement with the Company is to any extent held invalid or unenforceable, the remainder of the Terms and Conditions or the agreement, as the case may be, 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.

### **13.7 Law**

These Terms and Conditions and any other agreement between a Retailer or Customer shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta, without regard to principles of conflicts of law. Any lawsuit arising in connection with these Terms and Conditions and any other agreement shall be brought in the courts of the Province of Alberta.

### **13.8 New Facilities and Gas Distribution Service Additions**

The Company reserves the right to communicate directly with the Customer in respect of any requests made by the Customer, the Retailer or any other party acting as agent for the Customer, for the construction of new facilities or for additional services. The Company reserves the right to charge the Customer directly for any amounts required to be provided to the Customer under the Terms and Conditions.



**Schedule A – SAMPLE NATURAL GAS SERVICE AGREEMENT**

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

BETWEEN: **(CUSTOMER NAME)**

(address)

(hereinafter called the "Customer")

- and -

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

WHEREAS the Customer has requested the Company to provide the Customer with Service Connection at a location known as:

**(Location of Service Connection)**

1. The Customer and the Company agree as follows:

- i. Billing Commencement Date: \_\_\_\_\_
- ii. Applicable Rate Schedule(s): \_\_\_\_\_
- iii. Service Requested: \_\_\_\_\_
  - a) Minimum Daily Contract Demand (GJ/D): \_\_\_\_\_
  - b) Minimum Delivery Pressure (kPa): \_\_\_\_\_
  - c) Contract Term: \_\_\_\_\_
- iv. Customer Contribution (includes applicable GST): \_\_\_\_\_
- v. Supplementary Charges: \_\_\_\_\_
- vi. Special Arrangements: \_\_\_\_\_

2. This Natural Gas Service Agreement is subject to the ATCO Gas' Customer Terms and Conditions for Gas Distribution Service ("Terms and Conditions"), as amended from time to time, which are approved by the Alberta Utilities Commission ("AUC"). Applicable Non-Discretionary Charges contained on the Schedule of Non-Discretionary Charges are payable in addition to the Customer Contribution.

3. The service provided hereunder is provided for the Customer's use only at the said location and the Customer shall not permit any other person to use such service.





4. The Customer shall give to the Company reasonable prior written notice of any change in service requirements, including any change in load to enable the Company to determine whether or not it can supply such revised service without changes to its facilities.
5. The Customer acknowledges that it has reviewed and understands these Terms and Conditions and agrees to be bound by them in all transactions with ATCO Gas.
6. No person, whether an employee or agent of ATCO Gas or otherwise, can agree to change, alter, vary or waive any provision of the Terms and Conditions without the express approval of the AUC.
7. This Natural Gas Service Agreement shall be effective on the date service is first made available, and thereafter shall remain in effect until terminated by either party in accordance with Article 12, as applicable, of the Terms and Conditions.
8. This Natural Gas Service Agreement is subject to all applicable legislation, including the *Gas Utilities Act* and the Regulations made there under, 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.
9. This Natural Gas 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, assignees.
10. If any provision of this Natural Gas Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Natural Gas 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.
11. Contracts or notices required with respect to the Contract shall be directed as follows:  
ATCO Gas and Pipelines Ltd.  
10035 – 105 Street,  
Edmonton, Alberta, T5J 1C8

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

**[CUSTOMER NAME]**

**ATCO Gas and Pipelines Ltd.**

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

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