

***CONDITIONS OF SERVICE***  
***AND***  
***TARIFF***  
**October 1, 2023**

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## INTRODUCTORY NOTE

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The content of the present document has been set by the Régie de l'énergie pursuant to the *Act Respecting the Régie de l'énergie* (R.S.Q., c. R-6.01). Any customer that disagrees with the application of the present document by the distributor may submit a complaint to the distributor in accordance with the complaint review procedure established by the distributor and approved by the Régie de l'énergie in Decision D-98-25, File R-3392-97, May 13, 1998, Appendix B. If the customer does not agree with the distributor's decision concerning its complaint, it may then ask the Régie to review it in accordance with the provisions of Chapter 7 of the aforementioned Act (Sections 86 to 101).

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# **SECTION I**

# **APPLICATION**

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# 1. APPLICATION

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## 1.1 APPLICATION

The provisions hereof establish the conditions of service and rates of Gazifère Inc. (the distributor) in its exclusive distribution territory.

## 1.2 INFORMATION

The distributor shall inform its customers of these conditions of service and the application of the various services and rates. In addition, when new conditions of service and rates come into effect, the distributor shall inform its customers of them in writing. It shall also inform them of the availability of different rates, of their right to avail themselves of the most advantageous distribution rate and to obtain free of charge copy of the *Conditions of Service and Tariff*.

## 1.3 DEFINITIONS

For the sake of readability, the terms “natural gas” and “gas from renewable sources” are to be interpreted the same way except when the term “gas from renewable sources” is expressly used. In the event of any conflict in interpretation in regard to gas from renewable sources, section 23 shall prevail over the other sections in this document.

In this document, the following terms shall have the meaning ascribed to them:

### **AUTHORIZED VOLUME**

The net of the subscribed volume less the volume by which the customer has been ordered to curtail or discontinue the use of natural gas, multiplied by 102%. With respect to a T-Service arrangement under Rates 3, 4, 5, 6, 8 and 9, the authorized volume determined previously will be reduced by the amount by which the customer’s mean daily volume exceeds the volume of natural gas delivered to the distributor.

### **BILLING ADDRESS**

Address to which the customer’s bill is sent.

### **BUSINESS DAY**

Monday to Friday with exception of public holidays.

### **CALORIFIC VALUE**

The total number of joules produced by the full combustion, at a constant pressure, of one cubic metre of natural gas in contact with air, under conditions such that the natural gas is free of water vapour; that the natural gas, air and combustion products are at normal temperature; and that all water produced by the combustion is condensed to a liquid state.

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**CONNECTION**

Connection of a new service address to the distribution system.

**CONNECTION PIPELINE**

Underground line belonging to the distributor connecting the distribution main to the connection point at the service address.

**CONNECTION POINT**

Point where the distributor's connection pipeline connects to the customer's pipes at the service address.

**CONTRACT**

Agreement between a customer and the distributor for one or more natural gas services supplied by the distributor to a service address.

**CONTRACT PERIOD**

Period of one year or less, between two agreed upon dates.

**CONTRACT YEAR**

Period of 12 months beginning on the date agreed upon in the written contract.

**CUBIC METRE OF NATURAL GAS (m<sup>3</sup>)**

Quantity of natural gas contained in one cubic metre at an absolute pressure of 101.325 kilopascals and at a temperature of 15 degrees Celsius.

**CUSTOMER**

Any individual or legal person, partnership or body that has entered into a contract with the distributor.

**CUSTOMER DELIVERY POINT**

Point, immediately after the distributor's metering device, at which the distributor makes the natural gas available to the customer.

**DAY**

A 24-hour period beginning at 10:00 a.m. Eastern Standard Time (EST), in the absence of an agreed time.

**DEFICIENCY IN MINIMUM VOLUME**

Portion of minimum volume not withdrawn by a customer.

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**DELIVERY CHARGE**

A component of Rates 1 to 9 through which the distributor recovers its operating costs and the cost of load-balancing.

**DISTRIBUTION SYSTEM**

Natural gas distribution system as provided in the *Act Respecting the Régie de l'énergie* (R.S.Q., c. R-6.01).

**DOMESTIC USE**

Utilization of the natural gas service for applications related exclusively to the occupation of a personal residence or of apartments in a housing cooperative or non-profit housing organization, or to the use of common areas in a condominium, each containing no more than six dwelling units.

**EMITTER**

Customer qualifying as an emitter within the meaning of Article 2 of the *Regulation respecting a cap-and-trade system for greenhouse gas emission allowances* (chapter Q-2, r. 46.1).

**FIRM SERVICE**

Uninterrupted natural gas service.

**GAS FROM RENEWABLE SOURCES**

Natural gas from renewable sources with interchangeability characteristics that allow it to be delivered by a natural gas distribution system or another substance, such as hydrogen, from renewable sources, added to natural gas, without compromising its interchangeability characteristics, as provided in the *Act Respecting the Régie de l'énergie* (R.S.Q., c. R-6.01).

**INTERRUPTIBLE SERVICE**

Natural gas service, provided by the distributor or obtained by the customer itself, and subject to curtailment or discontinuance at the option of the distributor for either capacity or supply reasons.

**LOAD FACTOR**

Comparison of average annual daily load with peak daily load (can be determined by using the subscribed volume under Rates 3, 4, 5, 6, 8 and 9).

**MEAN DAILY VOLUME**

The volume of natural gas which a T-Service customer agrees to deliver to the distributor each day in the term of the T-Service arrangement.

**METERING DEVICE**

Any device or combination of devices used to measure the natural gas withdrawn by the customer, including in particular a meter, with or without a remote reading device.

**METERING POINT**

One metering device, or more than one if the distributor deems appropriate to use more than one, measuring the natural gas withdrawn by a single customer and serving one or more buildings or facilities located at a single site occupied by that customer.

**MINIMUM ANNUAL OBLIGATION**

Minimum annual volume of natural gas, for each contract year, that the customer agrees to pay, in accordance with the *Conditions of Service and Tariff*, whether or not it withdraws the natural gas.

**MONTHLY FIXED CHARGE**

A fixed amount billed monthly to the customer.

**MULTIPLIER FACTOR**

The coefficient applied to the measurement of the natural gas volume withdrawn by a customer in order to account for the characteristics of the metering device.

**NATURAL GAS SERVICE**

One or more of the distributor's following services: natural gas supply service, natural gas compressor fuel service, transportation service, load-balancing service and distribution service.

**NATURAL GAS SUPPLY CHARGE**

A component of Rates 1 to 9 through which the distributor recovers the cost of commodity and the compressor fuel cost.

**OVERRUN GAS**

The amount of natural gas withdrawn at a customer delivery point exceeding the authorized volume.

**PAYMENT AGREEMENT**

Agreement between a customer and the distributor to spread the payment of unpaid amounts owing on the due date over a period of time and to provide for full payment of the bills issued during the period covered by the agreement.

**POINT OF ACCEPTANCE**

Point at which the distributor's supplier accepts delivery of a supply of natural gas for purchase from the customer or transportation to the distributor's franchise area for the latter to deliver, via its distribution system, to the customer.

**PRESSURE FACTOR**

The coefficient applied to the measurement of the natural gas volume withdrawn by a customer in order to account for the atmospheric pressure and the delivery pressure.

**SERVICE ADDRESS**

Address that is or will be connected to the distribution system.

**SUBSCRIBED VOLUME**

The volume of natural gas stipulated in every Rate 3, 4, 5, 6, 8 and 9 written contract which the distributor undertakes to make available to the customer every day and to deliver according to the terms and conditions of the contract.

**TARIFF**

The schedule of rates and rate conditions applicable to the customer and the distributor, as set out in Sections III and IV.

**TRANSPORTATION CHARGE**

A component of Rates 1 to 9 through which the distributor recovers its costs of transporting the customer's natural gas on upstream pipelines.

**WESTERN CANADA BUY PRICE**

The price per cubic metre, such price being referenced in the rate charged to the distributor by its supplier, which the distributor's supplier would pay for natural gas (with a heating value updated annually according to the terms approved by the Régie) under its gas purchase agreements which provide for the purchase of natural gas from customers that deliver natural gas to that supplier in Western Canada and where such deliveries are effected at the intersection of the Alberta Border (Empress) and the facilities of TransCanada PipeLines Limited.

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## **SECTION II**

# **CONDITIONS OF SERVICE**

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## **2. DISTRIBUTION SYSTEM**

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### **2.1 DISTRIBUTION SYSTEM**

The distributor shall determine the location of its distribution system.

The distributor shall own the distribution system and shall supply, install, operate and maintain the distribution system up to the connection point.

No one other than the distributor or its authorized agent may at any time or in any way modify or alter its distribution system.

#### **2.1.1 ACCESSIBILITY**

The customer shall make the distribution system accessible to the distributor at any time and shall maintain the premises in a manner that permits the distributor to operate the distribution system in accordance with the applicable legislation.

When the customer refuses access to the distribution system of the distributor, the distributor shall send a written notice advising the customer of the intention to proceed to an interruption. The notice must be of at least 10 working days. At the expiration of the notice, the distributor may interrupt natural gas service.

After an interruption of service under this article, the distributor invoices the reconnection charge set out in Article 24.1.1.3 to the customer upon the reconnection of the service.

#### **2.1.2 RELOCATION OR MODIFICATION**

A person who requests a relocation or modification of the distribution system must be the owner of the property where the service address is located or declare and warrant having, for this purpose, all the authorizations and permissions required from the owner of the premises. The applicant shall provide the distributor, upon request, with any evidence so attesting.

If the distributor relocates or modifies its distribution system following a request made under the preceding paragraph, the distributor may bill the applicant for the cost of work, in accordance with an estimate it has provided to it in advance or in accordance with the actual cost of work. The method of billing the cost of work shall be determined when the relocation or modification request is made.

If a request to relocate or modify the distribution system is withdrawn, the distributor may bill the applicant if work has already been undertaken or completed. The amount shall then be based on the actual cost of work.

## **3. SERVICES**

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### **3.1 NATURAL GAS SERVICES**

The distribution service shall be offered exclusively by the distributor in its territory, as provided in the *Act Respecting the Régie de l'énergie*.

The load-balancing service is automatically provided to all customers by the distributor.

The following services may, at the option of the customer, be obtained from the distributor, or subject to Section III of the present document, obtained by the customer itself from one or more suppliers:

- 1° gas supply service;
- 2° compressor fuel service;
- 3° transportation service.

The distributor shall provide the services mentioned in the previous paragraph by default, in accordance with Section III of the present document, unless the customer notifies the distributor of its intention to provide certain of these services itself.

### **3.2 CHOICE OF SERVICES**

The conditions relating to a customer's obtaining services from the distributor or providing them itself are specified in Section III of the present document.

## **4. NATURAL GAS SERVICE REQUEST AND CONTRACT**

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### **4.1 NATURAL GAS SERVICE REQUEST**

#### **4.1.1 SERVICE REQUEST PROCEDURE**

##### **4.1.1.1 Address connected to the distribution system**

The service request may be made to the distributor by telephone, mail, e-mail or fax or on the distributor's Internet site.

Following acceptance of the request for natural gas service, the distributor shall bill the customer the amount set out in Article 24.1.1.1 for opening an account in its name at the service address.

##### **4.1.1.2 Address not connected to the distribution system**

The service request shall be made to the distributor in writing on the prescribed form.

The applicant must be the owner of the property where the service address is located or declare and warrant having, for this purpose, all the authorizations and permissions required from the owner of the property. The applicant shall provide the distributor, upon request, any evidence so attesting.

Following acceptance of the request for natural gas service, the distributor shall bill the customer the amount set out in Article 24.1.1.1 for opening an account in its name at the service address.

#### **4.1.2 CONDITIONS FOR ACCEPTANCE OF A SERVICE REQUEST**

Acceptance of a service request by the distributor may be subject to:

- 1° payment of a deposit required in accordance with Article 8.1;
- 2° payment, in accordance with Chapter 7, of the amounts owing to the distributor by a customer if the customer continues to occupy the service address covered by the request after the date the natural gas is required.

### **4.2 INFORMATION TO BE PROVIDED FOR NATURAL GAS SERVICE REQUEST**

#### **4.2.1 INDIVIDUAL**

- 1° Mandatory information
    - a) Family name and given name
    - b) Service address covered by the natural gas service request
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- c) Billing address, if different from address covered by the natural gas service request
- d) Telephone number(s)
- e) Date for which service is requested
- f) Date of birth
- g) Other active accounts with the distributor
- h) Last address occupied during the 12 months preceding the request

2° Optional information

- a) Fax number
- b) E-mail address
- c) Reading of the metering device

**4.2.2 OTHER THAN AN INDIVIDUAL**

1° Mandatory information

- a) Name
- b) Business name
- c) Service address covered by the natural gas service request
- d) Billing address, if different from the address covered by the natural gas service request
- e) Telephone number(s)
- f) Name of contact person
- g) Date for which service is requested
- h) Other active accounts with the distributor
- i) Last address occupied during the 12 months preceding the request

2° Optional information

- a) Fax number
- b) E-mail address
- c) Reading of the metering device



## **4.3 SERVICE CONNECTION**

### **4.3.1 COST OF WORK AND ECONOMIC INVESTMENT**

If the service address is not connected to the distribution system, the distributor shall estimate the cost of the work required and the revenues generated by connection of the service address to the distribution system.

If a connection request is withdrawn, the distributor may bill the applicant if the work has already been undertaken or completed. The amount shall then be based on the actual cost of the work.

### **4.3.2 CHARGE FOR NON-STANDARD SERVICE CONNECTION**

The charges for the connection of a service address under rate 2 set out in Article 24.1.1.2 shall be required from the applicant:

- 1° if the connection point is located more than two metres from the front corner of the building, or;
- 2° if the length of the connection pipeline between the property line on which the building is located and the connection point exceeds 50 linear metres.

### **4.3.3 FINANCIAL CONTRIBUTION FROM THE CUSTOMER**

If the revenues generated from connection of the service address to the distribution system do not allow the distributor to earn a return on its investment, based on the estimated cost of the work required, in accordance with the conditions approved by the Régie de l'énergie, the distributor may, on entering into the contract, agree with the customer on a financial contribution payable by the customer. It may also agree with the customer on a minimum annual obligation.

If a financial contribution is required, it shall be payable in a single payment before the work is started or paid in instalments over the contract term. The distributor shall provide the customer with the details of the financial contribution required.

If a financial contribution is required, the distributor and the customer shall agree before the work is started on matters including:

- 1° the amount of the financial contribution requested from the customer;
- 2° the terms of payment of the financial contribution requested from the customer;
- 3° the conditions for repayment, in whole or in part, of the contribution requested from the customer, where applicable.

The distributor may repay, in whole or in part, in accordance with certain profitability conditions set out in writing when the contract is entered into, the financial contribution paid by the customer to make the investment economic.

Notwithstanding the payment of a financial contribution by the customer, the distributor shall remain the exclusive owner of the distribution system.

#### **4.4 LEAD TIMES REQUIRED BY THE DISTRIBUTOR TO PROVIDE NATURAL GAS DISTRIBUTION SERVICE**

##### **4.4.1 ADDRESS CONNECTED TO THE DISTRIBUTION SYSTEM**

Natural gas shall be made available to the customer immediately if the metering device is not turned off or sealed.

If the metering device is turned off or sealed, the distributor will generally require one to five business days to establish service. However, the time required may be longer if the customer so requests or if there are constraints relating to the metering device. In the case of metering device related constraints, the time required shall be determined for each case and the customer shall be notified of it.

If the service request is made following a service interruption requested by the customer, the distributor shall bill the customer the reconnection charges set out in Article 24.1.1.3.

##### **4.4.2 ADDRESS NOT CONNECTED TO THE DISTRIBUTION SYSTEM**

If the service connection requires only a connection pipeline to connect the service address to the existing distribution system, the time between the acceptance of the service request and the natural gas being made available to the customer shall be 30 business days.

However, the time may be longer if required by the applicant or if there are constraints relating to construction. In the case of construction-related constraints, the distributor shall notify the applicant.

If, in addition to the connection pipeline, the service connection requires work on the existing distribution system, the time required by the distributor shall be determined for each case and the applicant shall be notified.

#### **4.5 FORM, FORMATION AND EFFECTIVE DATE OF CONTRACT**

##### **4.5.1 FORM**

The contract shall be in writing in the following cases:

- 1° the customer is billed under Rates 3 to 9;
- 2° the customer is a T-Service customer or a Western Buy/Sell customer;
- 3° the customer has to pay a financial contribution to the distributor;
- 4° the customer is subject to a minimum annual obligation.

#### **4.5.2 FORMATION AND EFFECTIVE DATE**

The contract is formed when the distributor informs the new customer that it accepts the natural gas service request, the gas from renewable sources rates request or for a written contract, at the moment of the signature. Service shall start on the agreed date.

If a contract with a customer has ended and no contract has been formed with a new customer for the service address, the owner of the property where the service address is located shall be deemed to have entered into a contract if it fails to inform the distributor of its intentions with respect to the natural gas service within 15 days following delivery by the distributor of written notice to that effect. Then the contract is deemed formed on the date of termination of the former customer's contract.

If a contract with a customer has ended and no contract has been formed with a new customer for the service address and, the owner of the property where the service address is located informs the distributor he wishes to maintain the natural gas service within 15 days following delivery by the distributor of written notice to that effect, the contract is therefore formed on the date of termination of the former customer's contract.

In the event that the owner of the property does not wish to maintain the natural gas service, he is presumed to be responsible for the account between the date of termination of the former customer's contract and the meter turn-off date agreed by the owner and the distributor.

#### **4.6 CONFIRMATION OF ACCEPTANCE OF THE NATURAL GAS SERVICE REQUEST**

Following acceptance of the service request, the distributor shall provide to the customer in writing the mandatory information obtained, excluding the list of the customer's other active accounts, with an explanation that the meter reading provided by the customer, if any, may differ from the meter reading used for billing.

The distributor shall also provide the following information in writing:

- 1° the applicable rate(s);
- 2° the amount and the terms and conditions of the financial contribution, if required;
- 3° information regarding payment methods available to the customer for paying its bill;
- 4° the fact that all customers at the same service address are solidarily liable for full payment of the bills on which they are identified by name;
- 5° the fact that a contract that is not in writing shall remain in effect until resiliated by the customer or, as the case may be, by the distributor;
- 6° the requirement for a deposit, if applicable, and the conditions for repayment thereof.

## **4.7 CONTRACT TERM**

If the contract is not in writing, it shall remain in force and effect until resiliated.

If the contract is in writing, its term shall be stated therein.

The distributor may require that the contract term be the same for all the services it provides.

The minimum term of a written contract shall be the term stated in Article 11.1.3 according to the applicable rate.

## **4.8 CONTRACT AMENDMENT**

The customer shall be responsible for notifying the distributor of any change in the information provided since the natural gas service request.

The customer may also submit a request for a contract amendment. If the request complies with the *Conditions of Service and Tariff* and if it is economic and operationally possible for the distributor to accept it, the contract may be amended or replaced by a new contract.

A written contract may not be amended verbally.

In each case provided for in this article, the confirmation referred to in Article 4.6 shall not be sent to the customer.

## **4.9 CONTRACT TERMINATION**

### **4.9.1 WRITTEN CONTRACT**

The contract is terminated on the date specified.

Notwithstanding the foregoing, the distributor may resiliate the contract if the customer has interfered with the distributor's pipes, mains, metering device or other device, or used the distributor's natural gas service without its consent.

### **4.9.2 OTHER CONTRACT**

The customer may resiliate the contract by informing the distributor that it ceases or will cease receiving natural gas service. It may do so verbally, except between December 1 and March 1 when resiliation shall be in writing, and shall specify the time after which natural gas service is no longer required.

Where the customer does not inform the distributor that it ceases or will cease receiving natural gas service, the distributor may resiliate the contract at one of the following times:

- 1° when it sees the customer has ceased receiving natural gas service and that no other contract has been entered into for the service address; or

- 2° on the effective date of a new contract with a person requesting natural gas service for the service address in question, except in the case of a customer that owes an amount of money to the distributor and will continue to occupy the service address after the date the natural gas is required.

Notwithstanding the foregoing, the distributor may resiliate the contract if the customer has interfered with the distributor's pipes, mains, metering device or other device, or used the distributor's natural gas service without its consent.

#### **4.10 GAS FROM RENEWABLE SOURCES**

A customer wishing to opt for one of the gas from renewable sources rates or to amend the portion of its consumption subject to that rate must enter into an agreement with the distributor that clearly sets out the terms and conditions. The agreement will come into effect in the customer's next billing cycle if it is signed at least ten (10) business days before that billing cycle. If not, it will come into effect in the subsequent billing cycle.

Notwithstanding the preceding, any adherence or increase in the consumption percentage subject to the gas from renewable sources rate will only be authorized if it is operationally feasible for the distributor to supply the customer with gas from renewable sources over the course of a year. If not, the latter will be put on a waiting list on a first come first served basis. Afterwards, any new gas from renewable sources units that become available will be assigned to the customer based on the latter's order on the waiting list, in tranches of up to 25,000 m<sup>3</sup>.

When a customer using gas from renewable sources moves, that customer's contract will be cancelled, and a new request will have to be made if that customer wishes to resume that gas from renewable sources consumption at his new service address. If it is not operationally feasible for the distributor to offer the volume of gas from renewable sources requested at his new service address, that customer will be placed on the waiting list on a priority basis.

If the distributor is unable to supply the volume of gas from renewable sources requested by the customer over the course of a year, the distributor may transfer part of the customer's natural gas consumption and refund the price difference related to this adjustment to the customer.

A customer who no longer wants the distributor's gas from renewable sources rate must inform the latter in writing or by phone at least ten (10) business days before the customer's next billing cycle.

#### **4.11 FORCE MAJEURE**

When the distributor suffers from a force majeure, it is relieved of its obligation to serve the customer and the customer is relieved of its minimum obligations for the duration of the force majeure. Under all other circumstances, the customer must assume its minimum obligations, including situations where it suffers from a force majeure.

When the customer is the victim of a force majeure, the distributor, except where the customer permanently ceases its operations, shall make all efforts necessary to mitigate the financial consequences of the customer's minimum obligations, and shall credit the customer with all benefits resulting from such efforts. These efforts include taking steps to obtain from its transporters relief from its own obligations and drawing on storage, other distributors, exports or other customers.

#### **4.12 CHANGES TO *CONDITIONS OF SERVICE AND TARIFF***

Every contract shall comply with the *Conditions of Service and Tariff*, shall be subject to amendments to this document by the Régie de l'énergie and shall be deemed amended by such amendments.

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## **5. MEASUREMENT**

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### **5.1 METERING DEVICE**

#### **5.1.1 METERING DEVICE BELONGING TO THE DISTRIBUTOR**

The distributor shall determine the type of metering device to be used at the metering point. It shall install, operate and maintain metering device to measure the natural gas withdrawn by the customer.

The customer may not modify or tamper with the distributor's metering device.

#### **5.1.2 LOCATION OF AND ACCESS TO THE METERING DEVICE**

The distributor shall determine the location of its metering device.

The distributor shall hold, at no cost, all rights of entry, rights-of-way and rights of access to its metering device. The customer shall take the necessary steps to enable the distributor to exercise those rights at the following times:

- 1° at any time for reasons of safety;
- 2° between 7:00 a.m. and 9:00 p.m. from Monday to Friday except for statutory holidays or at any other time agreed with the customer, for any other reason.

The customer shall not interfere with access to the distributor's metering device.

#### **5.1.3 METERING DEVICE BELONGING TO THE CUSTOMER**

The customer may install, operate and maintain on pipes belonging to it its own metering device at its own expense.

However, the customer's metering device shall be installed downstream from the distributor's metering device.

Customer's metering device shall be installed, operated and maintained in a manner that does not interfere with the distributor's activities.

### **5.2 MEASUREMENT OF VOLUME OF NATURAL GAS WITHDRAWN**

The metering device shall indicate the volume of natural gas withdrawn by the customer, in either metric or imperial units. For billing purposes, imperial units shall be converted to metric units.

Depending on the type of metering device used, a multiplier factor and a pressure factor may also be applied.

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## **5.3 READING OF METERING DEVICE**

### **5.3.1 READING BY THE DISTRIBUTOR**

The distributor shall choose the reading method to be used. The reading of the metering device may be done on site or by a remote device.

However, if the customer requests a reading method other than the one chosen by the distributor, the distributor may bill the customer for the actual costs incurred as a result of using the reading method requested by the customer.

### **5.3.2 FREQUENCY OF READINGS**

The distributor shall read the metering device with all reasonable diligence using a method consistent with the efficient operation of its business.

The distributor shall read the metering device every two months.

To the extent possible, however, the distributor shall read the metering device daily for customers that take charge of their transportation service, or monthly for customers served under Rates 3 to 9.

When the distributor does not have access to the metering device for more than four months from the date of the last reading, the distributor shall take the necessary steps to have the metering device read as soon as possible.

### **5.3.3 READING BY THE CUSTOMER**

When the distributor has not obtained a reading in accordance with Article 5.3.2, it may ask the customer to take the reading and communicate it to the distributor.

In addition, upon arriving at the service address and at the termination of the contract, the customer shall provide to the distributor, at the distributor's request, a reading of the metering device. Otherwise, the distributor shall estimate the volume withdrawn and the distributor may revise that estimate when the distributor obtains a reading of the metering device.

## **5.4 VOLUME OF NATURAL GAS WITHDRAWN BY THE CUSTOMER**

The volume of natural gas withdrawn shall be calculated by determining the difference between two consecutive readings of the metering device. If the distributor does not obtain a reading of the metering device before the bill is issued, the distributor shall estimate the volume of natural gas withdrawn by the customer.



## 5.5 DEFECTIVE METERING DEVICE

If the customer doubts the accuracy of the distributor's metering device, it shall so notify the distributor as soon as possible.

If the distributor determines that there is a defect in the metering device that may have an impact on the billing, it shall so inform the customer as soon as possible.

The customer and the distributor may, at any time, request verification of the metering device in accordance with the *Electricity and Gas Inspection Act* (R.S.C. 1985, c. E-4).

If the customer initiates a request for verification of the metering device, the distributor shall inform the customer of the reasons that lead not to doubt the metering device accuracy, if any. If the customer maintains its request of verification and that the verification confirms the accuracy of the metering device within the allowed limits, the distributor is then authorized to bill it the fee stipulated in Article 24.1.1.4.

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## 6. BILLING

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### 6.1 BILLING METHODS

#### 6.1.1 VOLUME OF NATURAL GAS BILLED

The gas delivered shall have a minimum average monthly calorific value of 36.0 MJ/m<sup>3</sup> but, for billing purposes, the volume will be adjusted to a calorific value of 37.89 MJ/m<sup>3</sup>.

The distributor shall bill the customer monthly for the actual or estimated volume of natural gas withdrawn at the service address.

The billing shall be based on the actual or estimated volume at each metering device. However, if the distributor uses more than one metering device at a single metering point, the billing shall be based on the sum of the volumes withdrawn at those metering devices as though there were only one.

When a customer billed at a rate other than Rate 1 or 2 is billed on the basis of an estimated volume, its bill shall be revised and sent to it when the actual volume is known.

When a billing period under Rates 1 and 2 has less than 24 days or more than 36 days, or a billing period under other rates has more or less than one month, the monthly fixed charge and the volume in each block shall be prorated to the number of days in the billing period on the basis of a normal billing period of 30 days.

When a customer withdraws natural gas under the Seasonal Service - Rate 8 or under the Interruptible Service - Rate 9 and under a firm service rate at a single metering point, the volume withdrawn during one day is first accounted for under the firm service rate up to the daily subscribed volume. The volume is then considered withdrawn first under seasonal service and then under interruptible service.

#### 6.1.2 CONTRACTUAL OBLIGATIONS

If applicable, the distributor shall bill the customer a minimum annual obligation or a financial contribution in accordance with Article 4.3.3 or both.

If the customer asks the distributor to turn off and seal the metering device, the monthly fixed charge set out in Section III of the present document shall cease to be billed after the turn-off date agreed by the customer and the distributor.

#### 6.1.3 CORRECTION OF ERROR

If the customer notes an error in its bill, it shall so inform the distributor.

If the distributor notes or is informed of an error on the customer's bill, it shall analyse the bill and notify the customer of the results. If a correction is required, it shall issue a corrected bill. The corrected bill shall replace any other bill issued for the billing period in question.

If the correction results in an amount owing to the distributor by the customer, the customer may agree on a payment agreement with the distributor to pay the amount owing, without any late payment charge or interest as long as it complies with the agreed payment dates.

#### **6.1.4 BILLING PERIOD COVERED BY THE CORRECTION**

If the correction results in an amount owing to the distributor by the customer, the period covered by the retroactive correction may not exceed three years from the issue date of the corrected bill arising from the analysis referred to in Article 6.1.3.

However, the retroactive correction shall apply to the entire period affected by the error in the following cases:

- 1° the distributor was unable to read the metering device because it was unable to exercise its rights of access thereto and was also unable to obtain the reading from the customer in accordance with Article 5.3.3;
- 2° the customer has interfered with the distributor's pipes, mains, metering device or other device, or used the distributor's natural gas without its consent;
- 3° the error is the result of intentional damage to the distributor's metering device;
- 4° the customer was aware of the billing error or the defect in the metering device and failed to inform the distributor thereof.

If the retroactive correction results in an amount owing to the customer by the distributor, it shall cover the entire period affected.

## **6.2 BILLS**

### **6.2.1 ISSUE**

Except when a contract ends, the distributor shall issue a bill within a maximum of six business days following:

- 1° the last day of the month; or
- 2° the date the metering device was read.

### **6.2.2 TRANSMITTAL**

The bill shall be sent to the customer no later than two business days after it is issued.

### **6.2.3 DELIVERY**

The distributor shall send the bill to the customer monthly in accordance with Article 6.1.1.

The bill shall be sent by any means selected by the distributor, including by mail, unless the customer asks the distributor to send it electronically.

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The customer may ask the distributor to group its bills for delivery. The distributor may bill the customer the actual costs of that service. If it does, the distributor shall notify the customer of the cost of that service before grouping the bills.

#### **6.2.4 INFORMATION APPEARING ON THE BILL**

The bill shall include at least the following items:

- 1° Distributor's telephone number(s)
- 2° Telephone number in case of emergency
- 3° Billing date
- 4° Name of customer
- 5° Account number
- 6° Number of the metering device
- 7° Service address
- 8° Billing address
- 9° Applicable rate
- 10° Period billed
- 11° Consumption, specifying whether actual or estimated
- 12° Total amount
- 13° Amount in arrears and late payment charge
- 14° Due date
- 15° Consumption history available, if applicable
- 16° Monthly fixed charge, if applicable
- 17° Minimum annual obligation, if applicable
- 18° Amount and date of last payment
- 19° Amount of financial contribution requested from customer to make investment economic, if applicable
- 20° Amount of deposit and interest paid, if applicable.

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## 7. PAYMENT

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### 7.1 DUE DATE

There shall be at least 15 days between the billing date and the due date indicated on the bill.

The customer shall pay the total amount billed that appears on the bill no later than the due date shown thereon.

The customer may contact the distributor at any time to propose a payment agreement as provided in Article 9.1.

### 7.2 TERMS

#### 7.2.1 PAYMENT METHODS

The customer shall pay its bill in Canadian dollars in one of the following ways:

- 1° through a financial institution, by means including automatic withdrawal or by Internet;
- 2° by mail (for cheques and money orders);
- 3° in person at the distributor's head office.

A customer who wishes to use a credit card to pay its bill may do so through a third party accepting that method of payment, which will pay the distributor in accordance with one of the payment methods mentioned in paragraphs 1, 2 and 3 of this article, to the extent that no fees are charged to the distributor.

Regardless of the method of payment selected, the payment date shall be the date the distributor receives the payment from the customer or third party, if applicable.

The distributor shall bill the customer the charge provided in Article 24.1.1.5 for each payment not honoured by a financial institution, except in the case of an error for which the distributor is responsible.

#### 7.2.2 COMPENSATION PROHIBITION

The customer may not, without the distributor's written consent, deduct from its payment an amount owed to the customer by the distributor or a customer claim against the distributor.

#### 7.2.3 BUDGET BILLING PLAN

The customer using natural gas for heating under Rate 1 or 2 and who, when it so requests, does not have an unpaid balance at the due date, may avail itself, at any time and at no additional cost, of the budget billing plan.

The distributor shall determine the amount of the monthly instalments when the customer opts for the budget billing plan. The amount shall be based on the consumption history at the service address, on variation of temperature, on the applicable rate and on the number of monthly instalments between the date the customer opts for the plan and the following month of August. When a consumption history is not available, the amount shall be based on an estimate of consumption.

The budget billing plan shall run for 12 months, from September of the current year through August of the following year.

The amount of the monthly instalment shall be revised twice a year: in March or April and on the September renewal date.

Any balance in the budget billing plan shall be debited or credited on the August bill. The budget billing plan begins again in September of each year.

The distributor shall inform the customer of the amount of the monthly instalment when it is established or revised, as applicable, by indicating it on the bill.

The budget billing plan is terminated when a customer moves. Any balance in the plan is debited or credited on the customer's next bill.

A customer who no longer wishes to avail itself of the budget billing plan shall so inform the distributor and may do so at any time without prior notice. Termination of the budget billing plan shall take effect on the customer's next bill.

The distributor may terminate a customer's budget billing plan if the unpaid balance at the due date is equal to or greater than two monthly payments. The customer shall be informed of the termination of the budget billing plan by means of the bill.

## **7.3 LIABILITY**

### **7.3.1 WRITTEN CONTRACT**

All customers who have entered into a given contract shall be solidarily liable for full payment of the natural gas bills.

### **7.3.2 OTHER CONTRACT**

All customers at the same service address shall be solidarily liable for full payment of the natural gas bills on which they are identified by name.

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## **8. DEPOSIT**

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### **8.1 REQUIREMENT**

If the distributor requires a deposit for natural gas service at a service address, it shall inform the customer of the reasons for it.

The customer may satisfy the deposit requirement by paying a cash amount or by providing equivalent security in order to guarantee payment for natural gas services.

If the deposit is paid in cash and the customer is an individual, the individual shall provide its social insurance number. The distributor may use the social insurance number for tax purposes only.

#### **8.1.1 DOMESTIC USE**

##### **8.1.1.1 Natural gas service request**

When service is requested, the distributor may require a deposit in the following cases:

- 1° the applicant has in the past unduly neglected to regularly pay its natural gas bills on time;
- 2° the applicant fails to provide the following mandatory information in accordance with Article 4.2.1: family name and given name, date of birth and last address occupied in the 12 months preceding the request;
- 3° the applicant has in the past interfered with the distributor's pipes, mains, metering device or other device, or has used the distributor's natural gas without its consent;
- 4° the applicant chooses the option to become a T-Service customer under Chapter 10.

##### **8.1.1.2 During the term of the contract**

The distributor may require a deposit in the following cases:

- 1° the customer's natural gas service has been interrupted by the distributor for non-payment of a bill on the due date.  
  
However, the distributor shall not require a deposit from a customer using natural gas for space heating if the service interruption for non-payment and the reconnection both occur between December 1 and March 1 of the following year;
  - 2° the customer has in the past interfered with the distributor's pipes, mains, metering device or other device, or has used the distributor's natural gas without its consent;
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3° the customer is a T-Service customer under Chapter 10.

### **8.1.2 OTHER USES**

#### **8.1.2.1 Natural gas service request**

When service is requested, the distributor may require a deposit.

#### **8.1.2.2 During the term of the contract**

The distributor may require a deposit in the following cases:

- 1° the customer has failed to pay a natural gas bill on the due date during the previous 12 months;
- 2° the customer has in the past interfered with the distributor's pipes, mains, metering device or other device, or has used the distributor's natural gas without its consent;
- 3° at some point during the previous 24 months, the customer has availed itself of or was under the protection of the provisions of the *Bankruptcy and Insolvency Act* (R.S.C. 1985, c. B-3), the *Companies' Creditors Arrangement Act* (R.S.C. 1985, c. C-36), or the *Farm Debt Mediation Act* (S.C. 1997, c. 21);
- 4° the customer is a T-Service customer under Chapter 10.

## **8.2 AMOUNT**

The amount of the deposit required by the distributor shall be based on estimated or historical volumes withdrawn at the service address during a 12-month period.

### **8.2.1 DOMESTIC USE**

If the customer's service is interrupted for non-payment, in accordance with Article 9.4.2, for the first time in 12 months, the amount of the deposit shall not exceed the amount of the highest bill during a 12-month period.

In any other situation, the amount of the deposit shall not exceed the sum of the amounts of the highest two consecutive bills during a 12-month period.

### **8.2.2 OTHER USES**

The amount of the deposit shall not exceed the sum of the amounts of the highest two consecutive bills during a 12-month period.

### **8.2.3 T-SERVICE CUSTOMERS**

In addition to the amount determined under Article 8.2.1 or Article 8.2.2, the amount of the deposit related to the banked natural gas account for a T-Service customer will be



determined with the customer based on a set volume in accordance with one of the following options:

- 1° volume negotiated between the distributor and the customer, or
- 2° for an existing customer, the equivalent of the highest volumetric debit balance of the banked gas account over the past two years or, for a new customer, an estimate of the highest volumetric debit balance forecast given the projected annual volumes and the consumption profile provided by the customer.

The rate applied to this volume to determine the dollar amount of the deposit will be the sum of the natural gas supply charge and the transportation charge, according to the distributor's applicable rates at the time.

### **8.3 PAYMENT**

The cash deposit shall be paid to the distributor in accordance with the payment methods specified in Article 7.2.1. The remittance of any other security shall be made in accordance with the terms and conditions thereof. The distributor shall confirm in writing the payment of the deposit.

If the metering device is turned off and sealed, the deposit shall be paid before the metering device is unsealed and turned on by the distributor.

If the metering device is not turned off or sealed, the deposit shall be paid within the time indicated by the distributor, in accordance with Article 7.1.

The distributor shall transfer any cash deposit to a trust account.

### **8.4 RETENTION PERIOD**

A deposit may be initially retained for:

- 1° 12 consecutive months or as long as the mandatory information set out in Article 4.2.1 has not been provided, if it involves a customer who uses natural gas for domestic use;
- 2° 36 consecutive months if it involves a customer who uses natural gas for any other use.

During the deposit retention period, if the customer fails to pay one or more than one natural gas bill by its due date, the distributor shall renew the deposit retention period for a period equal to the initial retention period.

For T-Service customers, the deposit related to the banked natural gas account is retained by the distributor as long as the customer remains a T-Service customer. The amount of the deposit may be revised at the time of the contract renegotiation in accordance with Article 8.2.3.

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## **8.5 INTEREST ON CASH DEPOSIT**

### **8.5.1 INTEREST RATE**

The deposit shall produce interest that belongs to the customer.

The annual interest rate on the deposit shall be established on January 1 of each year as follows: 97% multiplied by the prime rate of the distributor's banker at that date less 2.5%.

The distributor shall submit to the Régie de l'énergie, no later than January 30 of each year, a report showing the rate and the source of the information used to establish it.

### **8.5.2 PAYMENT OF INTEREST**

During the deposit retention period, the distributor shall credit the interest produced by the deposit on the first bill issued at the beginning of each calendar year.

## **8.6 USE OR RETURN TO THE CUSTOMER**

### **8.6.1 USE OF THE DEPOSIT**

#### **8.6.1.1 During the term of the contract**

During a contract term and notwithstanding a customer's request to that effect, the distributor may not apply the deposit to a natural gas bill.

However, in the case of a service interruption for non-payment, as provided in Article 9.4.2, if the bill issued following the interruption for non-payment is unpaid on the due date, the distributor may, without prejudicing its other rights and recourses, apply the cash deposit or the proceeds from the realization of any other security provided by the customer to a bill unpaid by its due date.

#### **8.6.1.2 On termination of the contract**

When the contract is terminated as provided in Article 4.9, the distributor may, without prejudicing its other rights and recourses, apply the cash deposit or the proceeds from the realization of any other security provided by the customer to any bill unpaid by its due date.

After application to the unpaid bill, any balance from the cash deposit or other security shall be returned to the customer.

### **8.6.2 RETURN OF THE DEPOSIT**

No more than 30 days after the deposit retention period has expired or the mandatory information set out in Article 8.1.1.1 has been complied with, the distributor shall refund to the customer its total cash deposit with interest not yet credited or return the security it holds to the customer. The refund may be made by cheque if the customer so requests.

However, when a contract expires, the period for returning the deposit may be extended up to 10 business days to ensure payment is honoured.

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## 9. COLLECTION

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### 9.1 PAYMENT AGREEMENT

The customer may contact the distributor at any time to propose a payment agreement to spread the payment of the unpaid amounts owing on the due date over a period of time and to provide for full payment of the bills issued during the period covered by the agreement.

The distributor shall inform the customer of this possibility on any collection notice sent to it.

### 9.2 PAYMENT DEFAULT

The customer shall immediately pay in full any unpaid amount on the due date.

### 9.3 LATE PAYMENT CHARGE

A late payment charge for which the rate is set out in Article 24.1.1.6 shall be added each month to the unpaid balance from the day following the due date.

### 9.4 COLLECTION PROCEDURES

With the exception of the cases specifically covered by the *Act respecting the mode of payment for electric and gas service in certain buildings* (R.S.Q., c. M-37), the collection procedures for non-payment on the due date shall be as follows.

#### 9.4.1 COLLECTION NOTICES

1° Reminder:

If a bill remains unpaid after the due date, a reminder shall appear on the customer's next bill.

2° Initial notice:

If a bill remains unpaid following the reminder, the distributor shall send a written notice under separate cover to the billing address. The notice shall inform the customer that failing payment, natural gas service may be interrupted.

The distributor shall bill the notice charge as set out in Article 24.1.1.7.

3° Final notice

If a bill remains unpaid after the reminder and the initial notice have been sent, the distributor shall deliver a final notice to a domestic-use customer at the billing address, using a method that provides proof the notice was delivered. The final notice shall inform the customer that unless payment is made, natural gas service may be interrupted.

Before interrupting service for non-payment between December 1 and March 1 of the following year, the distributor shall contact a domestic-use

customer who uses natural gas for space heating in order to propose a payment agreement.

In the case of customers using natural gas for other uses, the distributor shall deliver a final notice to the service address, or send a final notice under separate cover to the billing address, using a method that provides proof the notice was delivered or sent.

The distributor shall bill the notice charge as set out in Article 24.1.1.7.

#### **9.4.2 INTERRUPTION FOR NON-PAYMENT**

If the amount required in the final notice or agreed to under a payment agreement remains unpaid, the distributor may interrupt natural gas service. In that event, the distributor shall ask the customer to notify the owner of the property affected by the interruption, if applicable.

However, between December 1 and March 1 of the following year, the distributor may interrupt the natural gas service of a domestic-use customer who uses natural gas for space heating only in the following cases:

- 1° the customer and the distributor have not entered into a payment agreement; or
- 2° the customer is not complying with the payment agreement entered into with the distributor.

#### **9.5 RECONNECTION**

Following a service interruption for non-payment, the distributor shall reconnect the service when the customer pays the amounts due and the reconnection charge set out in Article 24.1.1.3 and provides any deposit required.

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## **SECTION III**

## **TARIFF**

## **10. OPTIONS AVAILABLE TO CUSTOMERS**

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### **10.1 SERVICE OPTIONS**

The service options to customers, as provided in Chapter 3, are subject to certain restrictions.

A customer who uses the distributor's natural gas supply service, with the exception of the distributor's gas from renewable sources supply, must use all of the distributor's natural gas services, unless the customer is under a cap and trade program, in which case the customer may be partially or fully exempted. This type of customer is a Sales Service customer.

A customer who uses the distributor's natural gas supply service and its gas from renewable sources supply service must use all of the distributor's natural gas services, unless the customer is under a cap and trade program, in which case the latter may be partially or fully exempted. This type of customer is a Sales Service customer with distributor supplied gas from renewable sources.

A customer who supplies to the distributor the natural gas it withdraws at its facilities must at the same time supply the compressor fuel needed to transport the natural gas. In such event, the customer shall use the distribution service and all of the distributor's other natural gas services, except that the distributor's supplier shall buy the natural gas from the customer or its supplier, at the Western Canada Buy Price, at a point of acceptance of the distributor's supplier, and the distributor shall sell it back to the customer at the customer delivery point. This type of customer is a Western Buy/Sell customer.

A customer who provides, at a point of acceptance of the distributor's supplier in Western Canada, the natural gas it withdraws at its facilities, without transferring ownership to the distributor's supplier, must at the same time supply the compressor fuel needed to transport the natural gas. In such event, the distribution, the load-balancing and the transportation services are provided by the distributor for equivalent volumes. This type of customer is a Western T-Service customer. The general provisions applicable to this type of customer are set out in Article 11.2.

A customer who provides, at a point of acceptance of the distributor's supplier at Dawn, the natural gas it withdraws at its facilities, without transferring ownership to the distributor's supplier, is a Dawn T-Service customer. In such event, the distribution, the load-balancing and the transportation services are provided by the distributor for equivalent volumes. The general provisions applicable to this type of customer are set out in Article 11.2.

A customer who provides its own transportation service must at the same time provide the natural gas it withdraws at its facilities, without transferring ownership to the distributor's supplier, and the compressor fuel needed to transport the natural gas. The distribution and the load-balancing services are provided by the distributor for equivalent volumes. This type of customer is an Ontario T-Service customer. The general provisions applicable to this type of customer are set out in Article 11.2.

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## **11. GENERAL PROVISIONS**

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### **11.1 GENERAL PROVISIONS**

#### **11.1.1 RIGHT TO MOST ADVANTAGEOUS RATE**

A customer is entitled to the most advantageous rate according to the following conditions:

- 1° the rate must be agreed upon for the entire term of the written contract, subject to subsequent amendments, agreed to by the parties, to the subscribed volume, the minimum annual obligation and the agreed upon price;
- 2° a customer that has a verbal contract may change rates subject to agreement with the distributor.

#### **11.1.2 DEFAULT RATE**

Rate 1 applies by default.

#### **11.1.3 CONTRACT TERM**

The term for a written contract must be a minimum of 12 months, except for Rates 8 and 9 where it shall be for a term at least equal to the contract period.

#### **11.1.4 SUBSEQUENT ADJUSTMENT**

The present rates are subject to subsequent adjustments approved by the Régie de l'énergie to reflect any increase or decrease ordered by a competent authority (legislators, governments, public bodies) in the cost of natural gas directly or indirectly borne by the distributor and any increase or decrease in the operating expenses of the distributor arising from a decision of a competent authority ("fait du prince").

The variances in the cost of natural gas which are not reflected in the unit rates, by way of the pass-on procedure, will be charged to the natural gas cost variance account which will be cleared annually.

### **11.2 GENERAL PROVISIONS – T-SERVICE ARRANGEMENT**

#### **11.2.1 APPLICATION**

Any customer, at the time of the natural gas service request, may elect, in and for the term of the contract, to deliver its own natural gas or gas from renewable sources requirements to the distributor, including compressor fuel for Western T-service and excluding compressor fuel for Dawn T-Service and, if Ontario T-Service option is elected, transportation. In such event, the distributor shall deliver natural gas to the customer delivery point according to the customer's needs, subject to the terms and conditions contained in Section III of the present document and the contract. Any differences between the customer's actual consumption and deliveries are recorded by the distributor in the banked natural gas account as provided for in Article 11.2.9. The following terms and

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conditions shall apply to, and only to, a T-Service customer.

Any reference to the contract in Article 11.2 means a written contract, as provided in Article 4.5.1, and this contract is also named T-Service arrangement in this document.

### **11.2.2 RATE**

The amount billed on a monthly basis to a Western T-Service customer shall be the sum of the monthly fixed charge, the delivery charge and the transportation charge under the applicable rate. The amount billed on a monthly basis to a Dawn T-Service customer shall be the sum of the monthly fixed charge, the delivery charge and the Dawn transportation charge under the applicable rate. The amount billed on a monthly basis to an Ontario T-Service customer shall be the sum of the monthly fixed charge and the delivery charge under the applicable rate.

### **11.2.3 SUPPLY ARRANGEMENTS**

Deliveries by the customer to the distributor shall be to a contractually specified point of acceptance and shall be at the customer's mean daily volume. The customer shall deliver natural gas at a point of acceptance in Western Canada under the Western T-Service option or at Dawn under a Dawn T-Service option and at a point of acceptance in Ontario under the Ontario T-Service option.

In the event that a customer's supply of natural gas is not available for delivery to the distributor, a service whereby alternative supply of natural gas may be available subject to the distributor's ability to provide such a service using reasonable commercial efforts. The charge billed to the customer for such service shall not be greater than the charge incurred by the distributor.

A T-Service customer must also report to the distributor any gas from renewable sources delivery before injecting it into the system. The distributor undertakes to apply the emission credits applicable to its gas from renewable sources consumption, as appropriate.

### **11.2.4 NOMINATIONS**

A customer delivering natural gas to the distributor pursuant to a T-Service arrangement is responsible for advising the distributor (or its contractually specified agent), by means of a contractually specified nomination procedure, of the daily volume of natural gas to be delivered to the distributor by or on behalf of the customer.

An initial daily volume must be nominated by a contractually specified time on the day before the first day on which natural gas is to be delivered to the distributor. Any nomination, once accepted by the distributor or its agent, shall be considered as a standing nomination applicable to each subsequent day in a contract period unless specifically varied by written notice to the distributor.

The contract may specify certain provisions that are applicable in the event that a customer either fails to advise of a revised daily nomination or fails to deliver the daily volume so nominated.

A nominated volume in excess of the customer's mean daily volume, as specified in the contract, will not be accepted except as specifically provided for in the contract.

#### **11.2.5 OBLIGATION TO DELIVER**

During any period of curtailment or discontinuance of service of a T-Service customer under the interruptible rate as ordered by the distributor, this customer must, on each day of that period, deliver to the distributor the mean daily volume of natural gas specified in the contract.

#### **11.2.6 AUTHORIZED OVERRUN GAS**

If a customer requests permission to exceed the authorized volume for a day, and such authorization is granted, such gas shall constitute authorized overrun gas and shall be sold by the distributor to the customer at the rate available to the distributor from its supplier on such day.

#### **11.2.7 UNAUTHORIZED OVERRUN GAS**

If, on any day, a T-Service customer under Rates 1, 2 or 7, delivers less than the mean daily volume to the distributor, the volume of natural gas by which the mean daily volume applicable to such day exceeds the volume of natural gas delivered by the customer to the distributor on such day shall constitute unauthorized overrun gas and shall be deemed to have been withdrawn and purchased on such day. The rate applicable to such volumes shall be the rate charged to the distributor by its supplier on such day.

Unauthorized overrun gas for a given day, applicable to a T-Service customer under Rates 3, 4, 5, 6, 8, or 9, is equal to the sum of 1 and 2 below:

- 1° the volume of natural gas by which the daily gas withdrawn on such day exceeds the authorized volume for such day; and
- 2° if the day is a day on or in respect of which the customer has been requested, in accordance with the contract, to curtail or discontinue the use of natural gas and the customer is in whole or in part a T-service customer under the interruptible rate, the volume of natural gas, if any, by which
  - (i) the mean daily volume that applies to the interruptible rate stipulated in the contract and is applicable to such day exceeds
  - (ii) the volume of natural gas delivered by the customer to the distributor on such day.

Such excess volume of natural gas shall be deemed to have been withdrawn and purchased by the customer on such day. The customer shall pay the distributor for unauthorized overrun gas at the rate applicable to overrun gas as provided for in Rates 3, 4, 5, 6, 8 or 9, at the applicable Rate.

### **11.2.8 DIVERSION RIGHTS**

Subject to compliance with the terms and conditions of all orders necessary to carry into effect a T-Service arrangement or arrangements, a customer whose contract or contracts provide(s) for deliveries to the distributor for more than one customer delivery point shall have the right, on such terms and only on such terms as are specified in the applicable T-Service arrangement or arrangements, to divert deliveries from one or more contractually specified customer delivery points to other contractually specified customer delivery points.

### **11.2.9 BANKED NATURAL GAS ACCOUNT**

For T-Service customers, the distributor shall keep a record ("Banked Natural Gas Account") of the volume of natural gas delivered by the customer to the distributor in respect of a customer delivery point (credits) and of the volume of natural gas withdrawn by the customer at the customer delivery point (debits). The volume of natural gas delivered by the customer and the volume of natural gas consumed by the customer will be adjusted to a calorific value of 37.89 MJ/m<sup>3</sup>. (Any volume of natural gas sold by the distributor to the customer in respect of the customer delivery point shall not be debited to the banked natural gas account.) The distributor shall periodically report to the customer the net balance in the customer's banked natural gas account.

### **11.2.10 DISPOSITION OF BANKED NATURAL GAS ACCOUNT BALANCES**

- 1° At the end of each contract period, disposition of any net debit balance in the banked natural gas account shall be made as follows:

The customer, by written notice to the distributor within thirty days of the end of the contract period, may elect to return to the distributor, in kind, during the one hundred and eighty days ("adjustment period") following the end of the contract period, that portion of any debit balance in the banked natural gas account at the end of the contract period which does not exceed a volume of twenty times the customer's mean daily volume. Such volume may be returned by the customer by delivering to the distributor, on days agreed upon by the distributor (or agent) and the customer ("adjustment days"), a volume of natural gas greater than the mean daily volume, if any, applicable to such day under a T-Service arrangement. Any volume of natural gas returned to the distributor as aforesaid shall not be credited to the banked natural gas account in the subsequent contract period. Any debit balance in the banked natural gas account as at the end of the contract period which is not both elected to be returned, and actually returned, to the distributor as aforesaid shall be deemed to have been sold to the customer and the customer shall pay for such gas within fifteen days of the rendering of a bill therefor. The rate applicable to such gas shall be:

- 1) for Western T-Service option, 120% of the average price over the contract period, based on the published index price for the Monthly Alberta Border (Empress) One-Month Average Spot Firm (100% LF) Supply Price, adjusted for compressor fuel costs.

- 2) for Dawn T-Service option, 120% of the average price over the contract period, based on the published index price for the Monthly Alberta Border (Empress) One-Month Average Spot Firm (100% LF) Supply Price, adjusted for compressor fuel costs plus the distributor's average transportation cost to its exclusive distribution territory over the contract period and less the distributor's average Dawn T-Service Transportation cost to the distribution territory over the contract period.
- 3) for Ontario T-Service option, 120% of the average price over the contract period, based on the published index price for the Monthly Alberta Border (Empress) One-Month Average Spot Firm (100% LF) Supply Price, adjusted for compressor fuel costs, plus the distributor's average transportation cost to its exclusive distribution territory over the contract period.

At no time during the term of the contract, shall the debit balance of the banked natural gas account exceed the lesser of: the volume used to determine the deposit according to Article 8.2.3 plus 5% of the annual volumetric contract; or the volume used to determine the deposit according to Article 8.2.3 plus 1,000,000 m<sup>3</sup>. In the event that the debit balance of the banked natural gas account exceeds this limit during the term of the contract, the customer must deliver to the distributor, within thirty days after receipt of a written notice from the distributor, an additional volume of natural gas corresponding to this excess. Any volume of natural gas that has not been returned in kind by the customer within the above time limit will be deemed to have been sold to the customer at the rate provided in the preceding paragraph, and the latter will be required to pay for this natural gas within fifteen days of billing.

- 2° A credit balance in the banked natural gas account as at the end of the contract period must be eliminated in one or more of the following manners:
  - (i) Subject to clause (ii), if the customer continues to take service from the distributor pursuant to T-Service arrangement and the customer so elects (by written notice to the distributor within thirty days of the end of the contract period), that portion of such balance which the customer stipulates in such written notice and which does not exceed twenty times the customer's mean daily volume may be carried forward as a credit to the banked natural gas account for the next succeeding contract period. Any volume duly elected to be carried forward under this clause shall, and may only, be reduced within the period of one hundred and eighty days ("adjustment period") immediately following the contract period, by the customer delivering to the distributor, on days in the adjustment period agreed upon by the distributor (or its agent) and the customer ("adjustment days"), a volume of natural gas less than the mean daily volume applicable to such day under a T-Service arrangement. Subject to the foregoing, the credit balance in the banked natural gas

account shall be deemed to be reduced on each adjustment day by the volume ("daily reduction volume") by which the mean daily volume applicable to such day exceeds the greater of the volume of natural gas delivered by the customer on such day and the nominated volume for such day which was accepted by the distributor.

- (ii) Any portion of a credit balance in the banked natural gas account which is not eligible to be eliminated in accordance with clause (i), or which the customer elects (by written notice to the distributor within thirty days of the end of the contract period) to sell under this present clause, shall be deemed to have been tendered for sale to the distributor and the distributor shall purchase such portion at:
- 1) for Western T-service option, a price per cubic metre of eighty percent (80%) of the average price over the contract period, based on the published index price for the Monthly Alberta Border (Empress) One-Month Average Spot Firm (100% LF) Supply Price, adjusted for compressor fuel costs, less the distributor's average transportation cost to its exclusive distribution territory over the contract period.
  - 2) for Dawn T-service option, a price per cubic metre of eighty percent (80%) of the average price over the contract period, based on the published index price for the Monthly Alberta Border (Empress) One-Month Average Spot Firm (100% LF) Supply Price, adjusted for compressor fuel costs, less the distributor's average Dawn T-service transportation cost to its exclusive distribution territory over the contract period.
  - 3) for Ontario T-service option, a price per cubic metre of eighty percent (80%) of the average price over the contract period, based on the published index price for the Monthly Alberta Border (Empress) One-Month Average Spot Firm (100% LF) Supply Price, adjusted for compressor fuel costs.

Any volume of natural gas deemed to have been so tendered for sale shall be deemed to have been eliminated from the credit balance of the banked natural gas account.

During the adjustment period the distributor shall use reasonable efforts to accept the customer's reduced natural gas deliveries. Any credit balance in the banked natural gas account not eliminated as aforesaid in the adjustment period shall be forfeited to, and be the property of, the distributor, and such volume of natural gas shall be debited to the banked natural gas account as at the end of the adjustment period.

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## 12. RATE 1 – GENERAL SERVICE

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### 12.1 APPLICATION

For any withdrawal of natural gas in firm service with the exception of withdrawal of natural gas for domestic use measured at one metering point.

This rate is not applicable to a customer that withdraws natural gas under another rate at the same metering point while its contract is in effect.

### 12.2 RATES PER METERING POINT

#### 12.2.1 MONTHLY FIXED CHARGE

\$ 17.13

#### 12.2.2 UNIT RATES

##### 12.2.2.1 Delivery charge

21.05 ¢/m <sup>3</sup> for the first 100 m <sup>3</sup>	(from 0 to 100 m <sup>3</sup> );
19.96 ¢/m <sup>3</sup> for the next 220 m <sup>3</sup>	(from 100 to 320 m <sup>3</sup> );
18.91 ¢/m <sup>3</sup> for the next 680 m <sup>3</sup>	(from 320 to 1,000 m <sup>3</sup> );
17.84 ¢/m <sup>3</sup> for the next 2,200 m <sup>3</sup>	(from 1,000 to 3,200 m <sup>3</sup> );
15.66 ¢/m <sup>3</sup> for the next 6,800 m <sup>3</sup>	(from 3,200 to 10,000 m <sup>3</sup> );
14.07 ¢/m <sup>3</sup> in excess of 10,000 m <sup>3</sup>	

##### 12.2.2.2 Transportation charge

4.28 ¢/m<sup>3</sup> for all volumes sold (Sales and Western T-Service)

0.94 ¢/m<sup>3</sup> for all volumes sold (Dawn T-Service)

##### 12.2.2.3 Natural gas supply charge

12.63 ¢/m<sup>3</sup> for all volumes sold

#### 12.2.3 MINIMUM ANNUAL OBLIGATION

##### 12.2.3.1 MINIMUM ANNUAL OBLIGATION

A customer who is enrolled in a commercial program and receives financial assistance must agree with the distributor on a minimum annual obligation.

### **12.2.3.2 MINIMUM ANNUAL VOLUME**

Minimum annual volume that the customer agrees to pay, whether or not it withdraws it, for each year of the contract pursuant to which the amount of financial assistance is granted. The annual minimum volume is based on the actual volume withdrawn during the previous 12 months, plus the additional estimated volume underlying the entitlement to financial assistance.

### **12.2.3.3 DEFICIENCY IN MINIMUM VOLUME**

Portion of minimum annual volume of natural gas that is not withdrawn.

### **12.2.3.4 BILLING OF THE DEFICIENCY IN MINIMUM ANNUAL VOLUME**

The deficiency in minimum annual volume is billed at the applicable unit price when the financial assistance is determined. However, in the event that the deficiency in minimum annual volume is directly linked to the implementation of an energy efficiency measure, namely the replacement of a natural gas appliance, no penalty will be charged to the customer.

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## 13. RATE 2 – RESIDENTIAL SERVICE

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### 13.1 APPLICATION

For any withdrawal of natural gas in firm service measured at one metering point where the volume withdrawn for domestic use is measured by means of a single metering device.

### 13.2 RATES PER METERING POINT

#### 13.2.1 MONTHLY FIXED CHARGE

\$ 10.05

#### 13.2.2 UNIT RATES

##### 13.2.2.1 Delivery charge

39.47 ¢/m <sup>3</sup> for the first 50 m <sup>3</sup>	(from 0 to 50 m <sup>3</sup> );
38.23 ¢/m <sup>3</sup> for the next 50 m <sup>3</sup>	(from 50 to 100 m <sup>3</sup> );
36.97 ¢/m <sup>3</sup> for the next 220 m <sup>3</sup>	(from 100 to 320 m <sup>3</sup> );
35.78 ¢/m <sup>3</sup> for the next 680 m <sup>3</sup>	(from 320 to 1,000 m <sup>3</sup> );
34.49 ¢/m <sup>3</sup> in excess of 1,000 m <sup>3</sup>	

##### 13.2.2.2 Transportation charge

4.28 ¢/m<sup>3</sup> for all volumes sold (Sales and Western T-Service)

0.94 ¢/m<sup>3</sup> for all volumes sold (Dawn T-Service)

##### 13.2.2.3 Natural gas supply charge

12.63 ¢/m<sup>3</sup> for all volumes sold



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## 14. RATE 3 – LOW VOLUME FIRM SERVICE

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### 14.1 APPLICATION

For any withdrawal of natural gas in firm service, with a load factor of at least 50%, measured at one metering point and for which the subscribed volume or, if the customer does not have metering device with an automatic daily volume recorder, the variable daily volume is at least 300 m<sup>3</sup>/day but less than 2,800 m<sup>3</sup>/day.

### 14.2 RATES PER METERING POINT

#### 14.2.1 UNIT RATES

##### 14.2.1.1 Monthly fixed charge

20.68 ¢/m<sup>3</sup> of the subscribed volume or, as the case may be, of the variable daily volume

##### 14.2.1.2 Delivery charge

10.52 ¢/m<sup>3</sup> for all volumes withdrawn

##### 14.2.1.3 Transportation charge

4.28 ¢/m<sup>3</sup> for all volumes sold (Sales and Western T-Service)

0.94 ¢/m<sup>3</sup> for all volumes sold (Dawn T-Service)

##### 14.2.1.4 Natural gas supply charge

12.63 ¢/m<sup>3</sup> for all volumes sold

##### 14.2.1.5 Overrun gas rate

The rate applicable for any volume of overrun gas, in substitution for the natural gas supply charge, shall be 150% of the highest price on each day on which an overrun occurred during the calendar month as published in the Gas Daily for the Iroquois export point.

##### 14.2.1.6 Authorized overrun

Volumes justified under the last paragraph of Article 6.1.1 or otherwise authorized by the distributor are not subject to Article 14.2.1.5. T-Service customers will be subject to Article 11.2.6.

## **14.2.2 MINIMUM ANNUAL OBLIGATION**

### **14.2.2.1 Minimum annual volume**

Subscribed volume or variable daily volume of the twelfth natural gas bill x 365 (366) days x load factor of at least 50%. The load factor used in this calculation is provided for in the contract.

### **14.2.2.2 Billing of the deficiency in minimum annual volume**

Minimum annual volume less annual volume withdrawn, multiplied by:

7.73 ¢/m<sup>3</sup> for Ontario T-Service customers.

7.73 ¢/m<sup>3</sup> for Western Buy/Sell, Sales Service and Western T-Service customers plus the prorated share of any amount billed to the distributor by virtue of a minimum annual obligation, up to 14.81 ¢/m<sup>3</sup>.

7.73 ¢/m<sup>3</sup> for Dawn T-Service customers plus the prorated share of any amount billed to the distributor by virtue of a minimum annual obligation, up to 11.46 ¢/m<sup>3</sup>.

## **14.2.3 CALCULATION OF THE VARIABLE DAILY VOLUME**

For customers that do not have metering device with an automatic daily volume recorder the variable daily volume is the highest of:

- 1° the subscribed volume;
- 2° 4% of the largest monthly volume of natural gas withdrawn during the previous eleven months; or,
- 3° the highest daily volume of natural gas during the previous eleven months as measured by the distributor's metering device.

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## 15. RATE 4 – MODERATE VOLUME FIRM SERVICE

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### 15.1 APPLICATION

For any withdrawal of natural gas in firm service, with a load factor of at least 50%, measured at one metering point and for which the subscribed volume or, if the customer does not have metering device with an automatic daily volume recorder, the variable daily volume is at least 2,800 m<sup>3</sup>/day but less than 28,000 m<sup>3</sup>/day.

### 15.2 RATES PER METERING POINT

#### 15.2.1 UNIT RATES

##### 15.2.1.1 Monthly fixed charge

20.94 ¢/m<sup>3</sup> of the subscribed volume or, as the case may be, of the variable daily volume

##### 15.2.1.2 Delivery charge

5.16 ¢/m<sup>3</sup> for all volumes withdrawn with a load factor less or equal to 70%;  
or

4.33 ¢/m<sup>3</sup> for all volumes withdrawn with a load factor higher than 70%.

##### 15.2.1.3 Transportation charge

4.28 ¢/m<sup>3</sup> for all volumes sold (Sales and Western T-Service)

0.94 ¢/m<sup>3</sup> for all volumes sold (Dawn T-Service)

##### 15.2.1.4 Natural gas supply charge

12.63 ¢/m<sup>3</sup> for all volumes sold

##### 15.2.1.5 Overrun gas rate

The rate applicable for any volume of overrun gas, in substitution for the natural gas supply charge, shall be 150% of the highest price on each day on which an overrun occurred during the calendar month as published in the Gas Daily for the Iroquois export point.

##### 15.2.1.6 Authorized overrun

Volumes justified under the last paragraph of Article 6.1.1 or otherwise authorized by the distributor are not subject to Article 15.2.1.5. T-Service customers will be subject to Article 11.2.6.

## **15.2.2 MINIMUM ANNUAL OBLIGATION**

### **15.2.2.1 Minimum annual volume**

Subscribed volume or variable daily volume of the twelfth natural gas bill x 365 (366) days x load factor of at least 50%. The load factor used in this calculation is provided for in the contract.

### **15.2.2.2 Billing of the deficiency in minimum annual volume**

Minimum annual volume less annual volume withdrawn, multiplied by:

For Ontario T-Service customers:

3.63 ¢/m<sup>3</sup> for customers with a load factor less or equal to 70%.

2.82 ¢/m<sup>3</sup> for customers with a load factor higher than 70%.

For Western Buy/Sell, Sales Service and Western T-Service customers:

3.63 ¢/m<sup>3</sup> for customers with a load factor less or equal to 70% plus the prorated share of any amount billed to the distributor by virtue of a minimum annual obligation, up to 9.44 ¢/m<sup>3</sup>.

2.82 ¢/m<sup>3</sup> for customers with a load factor higher than 70% plus the prorated share of any amount billed to the distributor by virtue of a minimum annual obligation, up to 8.62 ¢/m<sup>3</sup>.

For Dawn T-Service customers:

3.63 ¢/m<sup>3</sup> for customers with a load factor less or equal to 70% plus the prorated share of any amount billed to the distributor by virtue of a minimum annual obligation, up to 6.09 ¢/m<sup>3</sup>.

2.82 ¢/m<sup>3</sup> for customers with a load factor higher than 70% plus the prorated share of any amount billed to the distributor by virtue of a minimum annual obligation, up to 5.28 ¢/m<sup>3</sup>.

## **15.2.3 CALCULATION OF THE VARIABLE DAILY VOLUME**

For customers that do not have metering device with an automatic daily volume recorder the variable daily volume is the highest of:

- 1° the subscribed volume;
- 2° 4% of the largest monthly volume of natural gas withdrawn during the previous eleven months; or,
- 3° the highest daily volume of natural gas during the previous eleven months as measured by the distributor's metering device.

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## 16. RATE 5 – LARGE VOLUME FIRM SERVICE

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### 16.1 APPLICATION

For any withdrawal of natural gas in firm service, with a load factor of at least 50%, measured at one metering point, and for which the subscribed volume is at least 28,000 m<sup>3</sup>/day but less than 280,000 m<sup>3</sup>/day.

### 16.2 RATES PER METERING POINT

#### 16.2.1 UNIT RATES

##### 16.2.1.1 Monthly fixed charge

31.76 ¢/m<sup>3</sup> times the subscribed volume

##### 16.2.1.2 Delivery charge

3.17 ¢/m<sup>3</sup> for all volumes withdrawn

##### 16.2.1.3 Transportation charge

4.28 ¢/m<sup>3</sup> for all volumes sold (Sales and Western T-Service)

0.94 ¢/m<sup>3</sup> for all volumes sold (Dawn T-Service)

##### 16.2.1.4 Natural gas supply charge

12.63 ¢/m<sup>3</sup> for all volumes sold

##### 16.2.1.5 Overrun gas rate

The rate applicable for any volume of overrun gas, in substitution for the natural gas supply charge, shall be 150% of the highest price on each day on which an overrun occurred during the calendar month as published in the Gas Daily for the Iroquois export point.

##### 16.2.1.6 Authorized overrun

Volumes justified under the last paragraph of Article 6.1.1 or otherwise authorized by the distributor are not subject to Article 16.2.1.5. T-Service customers will be subject to Article 11.2.6.

## **16.2.2 MINIMUM ANNUAL OBLIGATION**

### **16.2.2.1 Minimum annual volume**

Subscribed volume x 365 (366) days x load factor of at least 50%. The load factor used in this calculation is provided for in the contract.

### **16.2.2.2 Billing of the deficiency in minimum annual volume**

Minimum annual volume less annual volume withdrawn, multiplied by:

1.91 ¢/m<sup>3</sup> for Ontario T-Service customers.

1.91 ¢/m<sup>3</sup> for Western Buy/Sell, Sales Service and Western T-Service customers plus the prorated share of any amount billed to the distributor by virtue of a minimum annual obligation, up to 7.46 ¢/m<sup>3</sup>.

1.91 ¢/m<sup>3</sup> for Dawn T-Service customers plus the prorated share of any amount billed to the distributor by virtue of a minimum annual obligation, up to 4.11 ¢/m<sup>3</sup>.

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## 17. RATE 6 – VERY LARGE VOLUME FIRM SERVICE

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### 17.1 APPLICATION

For any withdrawal of natural gas in firm service, with a load factor of at least 50%, measured at one metering point, and for which the subscribed volume is at least 280,000 m<sup>3</sup>/day.

### 17.2 RATES PER METERING POINT

#### 17.2.1 UNIT RATES

##### 17.2.1.1 Monthly fixed charge

20.94 ¢/m<sup>3</sup> times the subscribed volume

##### 17.2.1.2 Delivery charge

For all volumes withdrawn:

Maximum 3.85 ¢/m<sup>3</sup>

Minimum 1.54 ¢/m<sup>3</sup>

##### 17.2.1.3 Transportation charge

4.28 ¢/m<sup>3</sup> for all volumes sold (Sales and Western T-Service)

0.94 ¢/m<sup>3</sup> for all volumes sold (Dawn T-Service)

##### 17.2.1.4 Natural gas supply charge

12.63 ¢/m<sup>3</sup> for all volumes sold

##### 17.2.1.5 Overrun gas rate

The rate applicable for any volume of overrun gas, in substitution for the natural gas supply charge, shall be 150% of the highest price on each day on which an overrun occurred during the calendar month as published in the Gas Daily for the Iroquois export point.

##### 17.2.1.6 Authorized overrun

Volumes justified under the last paragraph of Article 6.1.1 or otherwise authorized by the distributor are not subject to Article 17.2.1.5. T-Service customers will be subject to Article 11.2.6.

## **17.2.2 MINIMUM ANNUAL OBLIGATION**

### **17.2.2.1 Minimum annual volume**

Volume that the customer has committed to withdraw during the contract period.

### **17.2.2.2 Billing of the deficiency in minimum annual volume**

Minimum annual volume less annual volume withdrawn, multiplied by:

For Ontario T-Service customers: the difference between the negotiated delivery charge and the load-balancing charge.

For Western Buy/Sell, Sales Service, Western T-Service and Dawn T-Service customers: the difference between the negotiated delivery charge and the load-balancing charge, plus the prorated share of any amount billed to the distributor by virtue of a minimum annual obligation, up to a maximum charge equivalent to the negotiated delivery charge.



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## 18. RATE 7 – NATURAL GAS FOR VEHICLES

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### 18.1 APPLICATION

For any withdrawal of natural gas of at least 30 m<sup>3</sup>/day in firm service, measured at one metering point, for the purpose of fueling motor vehicles. Withdrawal of natural gas for fueling motor vehicles is allowed only under Rate 7.

### 18.2 RATES PER METERING POINT

#### 18.2.1 MONTHLY FIXED CHARGE

\$ 21.42 per metering device

#### 18.2.2 UNIT RATES

##### 18.2.2.1 Delivery charge

22.15 ¢/m <sup>3</sup> for the first 100 m <sup>3</sup>	(from 0 to 100 m <sup>3</sup> );
21.07 ¢/m <sup>3</sup> for the next 220 m <sup>3</sup>	(from 100 to 320 m <sup>3</sup> );
19.99 ¢/m <sup>3</sup> for the next 680 m <sup>3</sup>	(from 320 to 1,000 m <sup>3</sup> );
18.91 ¢/m <sup>3</sup> for the next 2,200 m <sup>3</sup>	(from 1,000 to 3,200 m <sup>3</sup> );
16.77 ¢/m <sup>3</sup> for the next 6,800 m <sup>3</sup>	(from 3,200 to 10,000 m <sup>3</sup> );
15.16 ¢/m <sup>3</sup> in excess of 10,000 m <sup>3</sup>	

##### 18.2.2.2 Transportation charge

4.28 ¢/m<sup>3</sup> for all volumes sold (Sales and Western T-Service)

0.94 ¢/m<sup>3</sup> for all volumes sold (Dawn T-Service)

##### 18.2.2.3 Natural gas supply charge

12.63 ¢/m<sup>3</sup> for all volumes sold

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## 19. RATE 8 – SEASONAL SERVICE

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### 19.1 APPLICATION

For any withdrawal of natural gas between April 1 and October 31 under firm service, with a load factor of at least 50%, measured at one metering point and for which the subscribed volume is at least 2,800 m<sup>3</sup>/day.

### 19.2 RATES PER METERING POINT

#### 19.2.1 UNIT RATES

##### 19.2.1.1 Delivery charge

For all volumes withdrawn:

Maximum 9.37 ¢/m<sup>3</sup>

Minimum 2.09 ¢/m<sup>3</sup>

##### 19.2.1.2 Transportation charge

4.28 ¢/m<sup>3</sup> for all volumes sold (Sales and Western T-Service)

0.94 ¢/m<sup>3</sup> for all volumes sold (Dawn T-Service)

##### 19.2.1.3 Natural gas supply charge

12.63 ¢/m<sup>3</sup> for all volumes sold

##### 19.2.1.4 Overrun gas rate

The rate applicable for any volume of overrun gas, in substitution for the natural gas supply charge, shall be 150% of the highest price on each day on which an overrun occurred during the calendar month as published in the Gas Daily for the Iroquois export point.

##### 19.2.1.5 Authorized overrun

Volumes justified under the last paragraph of Article 6.1.1 or otherwise authorized by the distributor are not subject to Article 19.2.1.4. T-Service customers will be subject to Article 11.2.6.

## **19.2.2 MINIMUM OBLIGATION FOR THE CONTRACT PERIOD**

### **19.2.2.1 Minimum volume**

Subscribed volume x number of days in the contract period x load factor of at least 50%. The load factor used in this calculation is provided for in the contract.

### **19.2.2.2 Billing of the deficiency in minimum volume**

Minimum volume of the contract period less volume withdrawn during the contract period, multiplied by:

For Ontario T-Service customers: the difference between the negotiated delivery charge and the load-balancing charge.

For Western Buy/Sell, Sales Service, Western T-Service and Dawn T-Service customers: the difference between the negotiated delivery charge and the load-balancing charge, plus the prorated share of any amount billed to the distributor by virtue of a minimum annual obligation, up to a maximum charge equivalent to the negotiated delivery charge.

### **19.2.3 SPECIFIC PROVISION**

At the customer's request, the distributor may, for any given year, extend the service period beginning as early as March 1 or ending as late as November 30, as long as the distributor has enough natural gas available to supply firm gas customers.

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## 20. RATE 9 – INTERRUPTIBLE SERVICE

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### 20.1 APPLICATION

For any withdrawal of natural gas in interruptible service measured at one metering point for which the subscribed volume is at least 28,000 m<sup>3</sup>/day and the annual contracted volume is at least 2,000,000 m<sup>3</sup>.

### 20.2 RATES PER METERING POINT

#### 20.2.1 UNIT RATES

##### 20.2.1.1 Monthly fixed charge

3.15 ¢/m<sup>3</sup> times the subscribed volume.

The monthly fixed charge shall be billed prorated to the number of days service was available under this rate.

##### 20.2.1.2 Delivery charge

2.74 ¢/m<sup>3</sup> for the first 1,000,000 m<sup>3</sup>

2.59 ¢/m<sup>3</sup> in excess of 1,000,000 m<sup>3</sup>

##### 20.2.1.3 Transportation charge

4.28 ¢/m<sup>3</sup> for all volumes sold (Sales and Western T-Service)

0.94 ¢/m<sup>3</sup> for all volumes sold (Dawn T-Service)

##### 20.2.1.4 Natural gas supply charge

12.63 ¢/m<sup>3</sup> for all volumes sold

##### 20.2.1.5 Curtailment credit

The rate for 2 hours of notice per cubic metre applicable to the annual contracted volumes / 365 (366) days or the Mean Daily Volume from December to March is \$1.1058.

##### 20.2.1.6 Overrun gas rate

The rate applicable for any volume of overrun gas, in substitution for the natural gas supply charge, shall be 150% of the highest price on each day on which an overrun occurred during the calendar month as published in the Gas Daily for the Iroquois export point.

#### **20.2.1.7 Authorized overrun**

Volumes justified under the last paragraph of Article 6.1.1 or otherwise authorized by the distributor are not subject to Article 20.2.1.6. T-Service customers will be subject to Article 11.2.6.

#### **20.2.1.8 Unauthorized withdrawals contrary to a notice of interruption**

Any material instance of failure to curtail in any contract year may result in the customer forfeiting the right to receive interruptible service under this rate schedule.

Any customer taking a material volume of Unauthorized Overrun Gas, during a period of ordered curtailment, may forfeit its curtailment credits for the respective winter season, December through March inclusive.

Service shall continue to be available to the customer under Rate 1 until a new contract pursuant to another applicable rate is executed.

### **20.2.2 MINIMUM OBLIGATION FOR THE CONTRACT PERIOD**

#### **20.2.2.1 Minimum volume**

Volume that the customer has committed to withdraw during the contract period.

#### **20.2.2.2 Billing of the deficiency in the minimum volume**

Minimum volume of the contract period less volume withdrawn during the contract period, multiplied by:

1.24 ¢/m<sup>3</sup> for Ontario T-Service customers.

1.24 ¢/m<sup>3</sup> for Western Buy/Sell, Sales Service and Western T-Service customers plus prorated share of any amount billed to the distributor by virtue of a minimum annual obligation, up to 6.86 ¢/m<sup>3</sup>.

1.24 ¢/m<sup>3</sup> for Dawn T-Service customers plus prorated share of any amount billed to the distributor by virtue of a minimum annual obligation, up to 3.52 ¢/m<sup>3</sup>.

### **20.2.3 INTERRUPTIBLE SERVICE**

- 20.2.3.1** After the distributor has given at least two hours notice to a customer, the customer must cease or, as the case may be, reduce the withdrawal of natural gas to the extent determined by the distributor and until otherwise informed by the distributor.
- 20.2.3.2** The supply of natural gas under this rate shall be interrupted for a period of at least one full day a year.
- 20.2.3.3** For a T-Service customer, the natural gas delivered during the period of curtailment shall be purchased by the distributor for the distributor's use. The purchase price for such gas will be equal to the price that is reported for the month, in the first issue of the Canadian Gas Price Reporter (CGPR) published by Canadian Enerdata Ltd. during the month, as the "Alberta Border (Empress) One-Month Average Spot Firm (100% LF) Price" in the table entitled "Canadian Natural Gas Supply Prices" (adjusted for compressor fuel costs for Western T-Service option), plus, if Ontario T-Service option is elected, the transportation charge per article 20.2.1.3.

### **20.2.4 CURTAILMENT DELIVERED SUPPLY SERVICE (« CDS »)**

CDS service is available under this Rate, at the distributor's sole discretion, to deliver customer-owned natural gas to the customer delivery point on days when curtailment has been ordered by the distributor. Under CDS service, the customer is entitled to arrange at its own expense the supply and transportation of a volume of natural gas not exceeding the customer's subscribed volume to the TCPL Eastern Delivery Area ("EDA"). CDS volumes delivered by the customer will be in addition to any obligation on the customer's part under Western Buy/Sell or T-Service arrangements to deliver to the distributor a Mean Daily Volume, and CDS volumes will not be recognized as delivered until the Mean Daily Volume is delivered in full.

On a day of curtailment, customers will be entitled to consume a volume of natural gas up to but not exceeding the CDS volume they delivered to the EDA. Any excess of CDS deliveries over consumption will be credited to the customer's Banked Gas Account. Any excess of consumption over CDS deliveries will be subject to Article 20.2.1.8 as unauthorized withdrawals contrary to a notice of interruption.

The rate per cubic metre for CDS service shall be as determined by the distributor and shall be equal to the average unit rate charged in a billing month to the distributor for CDS service by its supplier, Enbridge Gas Distribution Inc., under its Rate 300, plus the Rate 9 tailblock delivery rate minus the allocated Rate 9 unit load-balancing costs.

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## 21. NATURAL GAS COST ADJUSTMENT RIDER

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### 21.1 NATURAL GAS COST ADJUSTMENT

The following adjustment is applicable to all natural gas sold and delivered during the period of October 1st, 2023 to September 30th, 2024.

<b>Rates</b>	<b>Sales Service and Western Buy/Sell Service (¢/m<sup>3</sup>)</b>	<b>Western T-Service (¢/m<sup>3</sup>)</b>	<b>Ontario T-Service (¢/m<sup>3</sup>)</b>	<b>Dawn T-Service (¢/m<sup>3</sup>)</b>
1	3.41	-0.79	-0.88	-0.88
2	3.32	-0.88	-0.97	-0.97
3	3.91	-0.29	-0.38	-0.38
4	-0.15	-0.15	-0.15	-0.15
5	-0.06	-0.06	-0.06	-0.06
6	4.11	-0.09	-0.18	-0.18
7	3.41	-0.79	-0.88	-0.88
8	4.11	-0.09	-0.18	-0.18
9	4.11	-0.09	-0.18	-0.18

## **22. PURCHASE OF EMISSION ALLOWANCES RIDER**

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### **22.1 PURCHASE OF EMISSION ALLOWANCES**

Following the coming into force of the *Regulation respecting a cap-and-trade system for greenhouse gas emission allowances* (chapter Q-2, R. 46.1), an amount is charged as the cost of purchase of emission allowances to any customer who is not registered as an emitter.

A charge of 5.38 ¢/m<sup>3</sup> to recover the amounts paid by the distributor, on behalf of the customer, to purchase emission allowances is applied to all volumes of natural gas delivered and sold during the period of January 1st, 2023 to December 31st, 2023 excluding the following volumes:

- 1° volumes of biogas distributed by pipe used solely for biogas distribution;
- 2° volumes of natural gas if they are used as raw materials without combustion of natural gas, or originate from gas from renewable sources, or if they are used to fuel ship engines as declared by the customer; and
- 3° volumes withdrawn by an emitter.



## **23. ANNEX – GAS FROM RENEWABLE SOURCES**

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A customer may opt to acquire between 1% and 100% of its consumption as gas from renewable sources.

### **23.1 PURCHASE OF GAS FROM RENEWABLE SOURCES**

The total monthly consumption is billed in accordance with the terms and conditions for the rate applicable to the customer. A rate rider is then applied to reflect the difference between the costs related to gas from renewable sources and those related to natural gas.

The rate rider takes into account the price of gas from renewable sources adjusted for the cost of transportation, which is subtracted from the price of natural gas that is already paid by Sales Service customers. Then, the cost of purchase of emission rights is subtracted from the rate rider for customers who are subject to the payment of such emission rights.

For every m<sup>3</sup> in respect of which a customer has subscribed to a gas from renewable sources rates at October 1<sup>st</sup>, 2023, every rate rider represents the following additional cost, depending on the type of customer service:

- 1) Sales Service: 72.44 ¢/m<sup>3</sup>
- 2) Western T-Service: 85.07 ¢/m<sup>3</sup>
- 3) Dawn T-Service: 88.41 ¢/m<sup>3</sup>
- 4) Ontario T-Service: 89.35 ¢/m<sup>3</sup>

The following rate riders apply to the large emitters subject to the *Regulation respecting a cap-and-trade system for greenhouse gas emission allowances* (chapter Q-2, r. 46.1)

- 5) Sales Service: 77.82 ¢/m<sup>3</sup>
- 6) Western T-Service: 90.45 ¢/m<sup>3</sup>
- 7) Dawn T-Service: 93.79 ¢/m<sup>3</sup>
- 8) Ontario T-Service: 94.73 ¢/m<sup>3</sup>

These rate riders are adjusted every quarter, on January 1, April 1, July 1 and October 1, to reflect the actual costs of the different factors used to calculate them. The price of gas from renewable sources is adjusted once a year, normally on January 1.

### **23.2 SOCIALIZATION OF GAS FROM RENEWABLE SOURCES**

Customers who, for a given year, did not voluntarily opt for the gas from renewable sources rate or did not meet the required minimum threshold of maintenance, may be billed an additional charge for the socialization of costs related to unsold gas from renewable sources. This charge will be based on the difference between the costs related to the purchase of gas from renewable sources required to meet Gazifère's obligation and the revenues generated by the voluntary sale of gas from renewable sources for a given year.

The charge for the socialization of unsold gas from renewable sources for 2021 is 0.74¢/m<sup>3</sup>, and applies for the January 1, 2023 to December 31, 2023 period for all natural gas volumes delivered to the concerned customers.

## **24. OTHER CHARGES**

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### **24.1.1.1 Charge for New Account**

The charge provided for in Articles 4.1.1.1 and 4.1.1.2 shall be \$20.

### **24.1.1.2 Charge for Non-Standard Connection**

The charges provided for in Article 4.3.2 shall be as follows:

- 1° \$69 per linear metre.

### **24.1.1.3 Reconnection Charge**

The charges provided for in Articles 2.1.1, 4.4.1 and 9.5 shall be as follows:

- 1° \$170 for customers under Rate 1;
- 2° \$120 for customers under Rate 2;
- 3° estimate of actual costs for all other customers.

### **24.1.1.4 Charge Following a Request for Verification of the Metering Device**

The charges provided for in Article 5.5 shall be as follows:

- 1° \$185 in the case of an S6 - S20 type meter;
- 2° in all other cases, the charge shall be determined by the distributor based on actual costs.

### **24.1.1.5 Charge for Non Honoured Payment**

The charge provided for in Article 7.2.1 shall be \$20.

### **24.1.1.6 Late Payment Charge**

The rate of the late payment charge provided for in Article 9.3 shall be 1.5 %.

### **24.1.1.7 Notice Charge**

The charge provided for in Article 9.4.1 shall be \$3.

**24.1.1.8 Administration Charge for any T-Service Customer**

Base Charge \$ 50 per month  
Maximum Charge \$ 600 per month

Account Charge  
New Accounts \$ 0.50 per month per account  
Renewal Accounts \$ 0.15 per month per account

The above basic charge shall be increased up to the maximum charge by the new account charge for each new account and by the renewal charge for each renewal account in a T-Service arrangement.

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**SECTION IV**

**EFFECTIVE DATE AND TRANSITIONAL**

**PROVISION**

## **25. EFFECTIVE DATE AND TRANSITIONAL PROVISION**

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### **25.1 EFFECTIVE DATE**

#### **25.1.1 APPLICATION**

The present *Conditions of Service and Tariff* shall take effect on October 1<sup>st</sup>, 2023 and shall apply to services supplied and volumes withdrawn effective from that date, subject to Article 25.2.1.

### **25.2 TRANSITIONAL PROVISION**

#### **25.2.1 MINIMUM ANNUAL OBLIGATION AND MINIMUM OBLIGATION FOR THE CONTRACT PERIOD**

At the end of a contract period during which more than one Rate was effective, the calculation of the minimum obligation will be made according to the provisions of each Rate prorated to the number of days during which each Rate was in effect.