



Effective: April 1, 2021
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ARTICLE 9 – METERS

9.1 General Requirements

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

9.2 Installation and Maintenance of Meters

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

9.3 Meter Test and Adjustments

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



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

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

ARTICLE 10 – RENDERING AND PAYMENT OF BILLS

10.1 Meter Reading and Estimates

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



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

10.2 Billing Delivery Charges to Retailer/DSP

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



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

10.3 Payment of Customer directly to the Company

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



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10.4 Late Payment Charge

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

10.5 Dishonored Payments Fee

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

10.6 Billing Error

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

ARTICLE 11 – CHANGE IN SERVICE CONNECTION

11.1 Prior Notice by Customer

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



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

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

11.2 Changes to Company Facilities

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

11.3 Relocation of Company Facilities

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



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

ARTICLE 12 – SERVICE DISCONNECTS, REINSTATEMENT AND REMOVAL

12.1 Disconnection

12.1.1 Termination by Customer

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

12.1.1A Temporary Disconnection

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

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



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

12.1.1B Permanent Disconnection

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

12.1.2 Disconnection at Request of Retailer/DSP

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

12.1.3 Disconnection by the Company

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



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

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

12.2 Reinstatement Service

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

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

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

12.3 Removal of Facilities

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



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

ARTICLE 13 – MISCELLANEOUS

13.1 Gas Distribution Service Obtained from Retailer

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

13.2 Transmission System Owner Requirements

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

13.3 Compliance with Applicable Legal Authorities

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



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

13.4 No Assignment of Agreements and Invalidity of Contractual Provisions

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

13.5 No Waiver

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

13.6 Invalidity of Contractual Provisions

If any provision of the Terms and Conditions, a Natural Gas Service Agreement, or any other agreement with the Company is to any extent held invalid or unenforceable, the remainder of the Terms and Conditions or the agreement, as the case may be, and the application thereof, other than those provisions which have been held invalid



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or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

13.7 Law

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

13.8 New Facilities and Gas Distribution Service Additions

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



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Schedule A – SAMPLE NATURAL GAS SERVICE AGREEMENT

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

BETWEEN: **(CUSTOMER NAME)**

(address)

(hereinafter called the "Customer")

- and -

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

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

(Location of Service Connection)

1. The Customer and the Company agree as follows:

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

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

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



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4. The Customer shall give to the Company reasonable prior written notice of any change in service requirements, including any change in load to enable the Company to determine whether or not it can supply such revised service without changes to its facilities.
 5. The Customer acknowledges that it has reviewed and understands these Terms and Conditions and agrees to be bound by them in all transactions with ATCO Gas.
 6. No person, whether an employee or agent of ATCO Gas or otherwise, can agree to change, alter, vary or waive any provision of the Terms and Conditions without the express approval of the AUC.
 7. This Natural Gas Service Agreement shall be effective on the date service is first made available, and thereafter shall remain in effect until terminated by either party in accordance with Article 12, as applicable, of the Terms and Conditions.
 8. This Natural Gas Service Agreement is subject to all applicable legislation, including the *Gas Utilities Act* and the Regulations made there under, and all applicable orders, rulings, regulations and decisions of the AUC or any other regulatory authority having jurisdiction over the Company or the matters addressed herein.
 9. This Natural Gas Service Agreement shall enure to the benefit of and be binding and enforceable by the parties hereto and their respective executors, administrators, successors and, where permitted, assignees.
 10. If any provision of this Natural Gas Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Natural Gas Service Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.
 11. Contracts or notices required with respect to the Contract shall be directed as follows:
ATCO Gas and Pipelines Ltd.
10035 – 105 Street,
Edmonton, Alberta, T5J 1C8

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

[CUSTOMER NAME]

ATCO Gas and Pipelines Ltd.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____