



15.6 Law

These Terms and Conditions and any other agreement with a Producer 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.



Effective: April 1, 2021

SCHEDULE A – SAMPLE PRODUCER SERVICE AGREEMENT

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

BETWEEN: **(PRODUCER NAME)**

(address)

(hereinafter called the "Producer")

- 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 Producer has requested the Company to provide the Producer with Service Connection at a location known as:

(Location of Service Connection)

1. The Producer and the Company agree as follows:

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

2. This Natural Gas Service Agreement is subject to the ATCO Gas' Producer 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 are payable in addition to the Producer Contribution.

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

*As used for calculating the Contract Term, and billing (as per published Producer Rate schedule); as used for site specific physical receipt, please refer to Appendix 1 for a Forecast of Daily Contract Maximums by Month.

Effective: April 1, 2021



4. The Producer 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 Producer 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 Producer Service Agreement shall be effective on the Billing Commencement Date, and thereafter shall remain in effect until terminated by either party in accordance with Article 13 or 14, as applicable, of the Terms and Conditions.
8. This Producer 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 Producer 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 Producer Service Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Producer 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.

[PRODUCER NAME]

ATCO Gas and Pipelines Ltd.

Per:

Per:

Name:

Name:

Title:

Title:



Effective: April 1, 2021

Appendix 1

Forecast of Daily Contract Maximums

The Producer and the Company forecast that the daily maximum contract volumes to be received at the point of receipt with the Company's gas distribution system are expected to vary in accordance with the following schedule due to seasonal capacity limitations arising from the Company's ability to physically distribute the gas received to its customers on any given day as follows:

January	_____
February	_____
March	_____
April	_____
May	_____
June	_____
July	_____
August	_____
September	_____
October	_____
November	_____
December	_____

1. The Company agrees to provide reasonable prior notice where possible of any material changes from the forecast set forth in this Appendix of its ability to receive and physically distribute to its customers the daily maximum contract volumes.
2. The Producer and the Company agree that either party can initiate an annual review of this agreement including updates to the Forecast of Daily Contract Maximums.
3. Nothing in this Appendix 1 is intended to affect the Company's rights under Article 7 of the Terms and Conditions regarding the relief from its obligation to receive gas due to capacity constraints which affect its ability to physically distribute gas to its customers.

Effective: April 1, 2021



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

[PRODUCER NAME]

ATCO Gas and Pipelines Ltd.

Per:

Per:

Name:

Name:

Title:

Title:



Effective: April 1, 2021

SCHEDULE B – IMBALANCE PURCHASE/SALE CHARGES

1.0 Imbalance Window Percentage

The daily Imbalance Window percentage applicable to each Producer Account is $\pm 5\%$.

2.0 Minimum Energy Imbalance Window

Unless specified under Article 4.0 of this Schedule, the daily minimum energy Imbalance Window applicable to each Producer Account for each Day is:

- (a) When the daily Backcast is less than or equal to 5,000 GJ the daily minimum energy Imbalance Window quantity shall be ± 500 GJ;
- (b) When the daily Backcast is greater than 5,000 GJ the daily minimum energy Imbalance Window quantity shall be $\pm 1,000$ GJ.

3.0 Imbalance Purchase/Sale Price

The Imbalance Purchase/Sale price applicable to each Producer Account is:

- (a) For Imbalance Purchase, the price used by the Company will be the lowest Same Day Market or Yesterday Market trade price that occurs on the ICE NGX for the Gas Day as reported by the ICE NGX as the “ICE NGX AB-NIT Same Day Index” and “ICE NGX AB-NIT Yesterday Index” obtained from the “ICE NGX Price Indices” webpage <https://www.theice.com/marketdata/reports/254>
- (b) For Imbalance Sale, the price used by the Company will be the highest Same Day Market or Yesterday Market trade price that occurs on the ICE NGX for the Gas Day as reported by the ICE NGX as the “ICE NGX AB-NIT Same Day Index “ and “ICE NGX AB-NIT Yesterday Index” obtained from the “ICE NGX Price Indices” webpage <https://www.theice.com/marketdata/reports/254>



Effective: April 1, 2021

4.0 Change to Imbalance Window Percentage and Minimum Energy Imbalance Window

In the event that the Transmission System changes the Transmission Balance Zone the Company will change the daily Imbalance Window percentage and the daily minimum energy Imbalance Window for Producer Accounts to the following:

<u>Transmission Balance Zone</u>		<u>ATCO Gas Imbalance Window</u>		<u>ATCO Gas Minimum Energy Imbalance Window</u>	
<u>-%</u>	<u>+%</u>	<u>-%</u>	<u>+%</u>	<u>5000 GJ or Less</u>	<u>Greater than 5000 GJ</u>
-4%	+4%	-5%	+5%	-500 GJ to +500 GJ	-1000 GJ to +1000 GJ
-3%	+4%	-3%	+5%	-300 GJ to +500 GJ	-600 GJ to +1000 GJ
-2%	+4%	-2%	+5%	-200 GJ to +500 GJ	-400 GJ to +1000 GJ
-1%	+4%	-1%	+5%	-100 GJ to +500 GJ	-200 GJ to +1000 GJ
0%	+4%	0%	+5%	0 GJ to +500 GJ	0 GJ to +1000 GJ
-4%	+3%	-5%	+3%	-500 GJ to +300 GJ	-1000 GJ to +600 GJ
-3%	+3%	-3%	+3%	-300 GJ to +300 GJ	-600 GJ to +600 GJ
-2%	+3%	-2%	+3%	-200 GJ to +300 GJ	-400 GJ to +600 GJ
-1%	+3%	-1%	+3%	-100 GJ to +300 GJ	-200 GJ to +600 GJ
0%	+3%	0%	+3%	0 GJ to +300 GJ	0 GJ to +600 GJ
-4%	+2%	-5%	+2%	-500 GJ to +200 GJ	-1000 GJ to +400 GJ
-3%	+2%	-3%	+2%	-300 GJ to +200 GJ	-600 GJ to +400 GJ
-2%	+2%	-2%	+2%	-200 GJ to +200 GJ	-400 GJ to +400 GJ
-1%	+2%	-1%	+2%	-100 GJ to +200 GJ	-200 GJ to +400 GJ
0%	+2%	0%	+2%	0 GJ to +200 GJ	0 GJ to +400 GJ
-4%	+1%	-5%	+1%	-500 GJ to +100 GJ	-1000 GJ to +200 GJ
-3%	+1%	-3%	+1%	-300 GJ to +100 GJ	-600 GJ to +200 GJ
-2%	+1%	-2%	+1%	-200 GJ to +100 GJ	-400 GJ to +200 GJ
-1%	+1%	-1%	+1%	-100 GJ to +100 GJ	-200 GJ to +200 GJ
0%	+1%	0%	+1%	0 GJ to +100 GJ	0 GJ to +200 GJ
-4%	0%	-5%	0%	-500 GJ to 0 GJ	-1000 GJ to 0 GJ
-3%	0%	-3%	0%	-300 GJ to 0 GJ	-600 GJ to 0 GJ
-2%	0%	-2%	0%	-200 GJ to 0 GJ	-400 GJ to 0 GJ
-1%	0%	-1%	0%	-100 GJ to 0 GJ	-200 GJ to 0 GJ
0%	0%	0%	0%	0 GJ to 0 GJ	0 GJ to 0 GJ

The change to the daily Imbalance Window percentage and daily minimum energy Imbalance Window for Producer Accounts will be in effect for the same gas days as the Transmission Balance Zone change.