

**AltaGas Utilities Inc.**

**NATURAL GAS UTILITY  
SERVICE RULES**

Effective: August 1, 2011

## A Guide to These Rules

Part 1	What these Rules are about.....	1
Part 2	Signing up for gas distribution service .....	2
Part 3	Installing or changing your gas distribution service .....	5
Part 4	Rights and responsibilities once gas distribution service begins .....	10
Part 5	Measuring use and charges .....	12
Part 6	Service charges .....	13
Part 7	Paying your bills .....	15
Part 8	Arranging your gas supply .....	19
Part 9	Stopping utility services or gas distribution service .....	20
Part 10	Liability, responsibility and other legal matters .....	25
Part 11	List of definitions .....	26
	Special Charges Schedule .....	28
	Contact Information .....	32

## AltaGas Utilities Inc. NATURAL GAS UTILITY SERVICE RULES

### Part 1 What these Rules are about

#### *We run the system that brings natural gas to you*

1. We are AltaGas Utilities Inc. (AUI), a gas utility committed to providing our customers with safe, reliable, and economical natural gas *utility service*. Our *utility service* can be *gas distribution service*, by itself, or *gas distribution service* and *default supply* combined.

#### *You need to know what type of services you can receive*

2. It is important for you to know what type of services you can receive to understand these Rules. To start, you need to know who supplies your natural gas.
  - a) If you buy your natural gas from us, you are a *default supply* customer.
  - b) If you have a contract (written, verbal or electronic) to buy your natural gas from a retailer, you are a *retail supply* customer.
3. Regardless of who you purchase your natural gas from, the delivery of the gas (your *gas distribution service*) is done by us.
4. You are free to choose between *default supply* and *retail supply*. Receiving *gas distribution service* does not depend on who supplies your natural gas. For more information about natural gas suppliers and making energy supply choices, you should contact the Government of Alberta's Utilities Consumer Advocate. Their contact information is provided at the end of these Rules.
5. Unless specifically identified, these Rules apply to both *default supply* and *retail supply* customers.

#### *Everyone on our system helps pay for it, so we need rules*

6. All our customers help pay the costs of building, operating and maintaining *our system* – the things we install to provide *gas distribution service* to our customers, including you. The lower the costs are, the lower our rates can be. Keeping costs down, while maintaining safety and reliability, takes cooperation and rules.

***These Rules govern the relationship between us***

7. These are the rules for *our system*. They govern how we serve you and how you take service from us. They are part of every *service agreement* – the agreement between us, as the provider of *utility service*, and you, as our customer. We have a *service agreement* with you whether you sign a contract or we simply begin providing you with *utility service* on the basis of these Rules.
8. No agreement can waive or alter any part of these Rules unless it has been approved by the *Commission*.

***These Rules are approved by the Alberta Utilities Commission***

9. These Rules are approved by the Alberta Utilities *Commission* and cannot be changed without its approval. Once the *Commission* approves the Rules, they are legally binding on you and us.
10. If there is any conflict between these Rules and a specific direction in an Order of the *Commission*, the Order takes priority.

***Italicized terms are defined at the end of these Rules***

11. In these Rules some words are in italics and have special meanings. These terms are defined in a List of Definitions in Part 11 of these Rules.

***Access to these Rules***

12. These Rules are available on our website at [www.altagasutilities.com](http://www.altagasutilities.com) or may be requested by using our General Inquiry contact information located at the end of these Rules.

## **Part 2     Signing up for gas distribution service**

***To get gas distribution service, you or your retailer has to sign up***

1. If you are a *default supply* customer and want us to start providing you with *gas distribution service*, you have to tell us. We may not be able to provide service until you sign an application or give us written confirmation you accept responsibility for an account with us.
2. If you are a *retail supply* customer, whether you or your *retailer* contacts us will depend on your *service requirements*:

- If you require new *lines and equipment* or changes to the existing *gas distribution system* to meet your *service requirements*, you should contact us directly to discuss your requirements. Please use the General Inquiry contact information located at the end of these Rules.
  - If no changes are required to meet your *service requirements*, your *retailer* can sign up on your behalf as long as your *retailer* can provide the necessary information we require to properly serve you. We will use the information we receive to set up an account for you on *our system*.
3. Our ability to provide service will also depend on your *service requirements* and whether our *lines and equipment* are set up to serve you.

***To provide proper service, we need to know you and your requirements***

4. For us to provide the right service and charge the right rates, we will need some information about you when you, or your *retailer*, sign up for *gas distribution service*. For example, we will need to know the amount of gas you expect to use and how it will be used. We will also need emergency contact information and may need other information such as credit information.
5. Our ability to provide proper service relies on being aware of any changes to the information we have about you. If any of your information needs to be updated, it is your responsibility to provide the most current information as soon as reasonably possible.
- a) If you are a *default supply* customer, you need to contact us. To contact us, please use the General Inquiry contact information located at the end of these Rules.
  - b) If you are a *retail supply* customer and have a contract with a *retailer*, you must provide your *retailer* with your updated information. Your *retailer* is responsible for sending us your updated information.

***Our agreement starts when we start providing gas distribution service***

6. A *service agreement* is in place as soon as we are told to provide the service and one of the following occurs:
- We begin providing the *gas distribution service* to you; or
  - We start doing the things necessary to provide the *gas distribution service*.
7. If you are a *default supply* customer we do not have a *service agreement* or an obligation to serve you simply because you have given us an application form for installation of a new service or a cash deposit.

8. If you are a *retail supply* customer we do not have a *service agreement* or an obligation to serve you simply because you have signed an agreement with a *retailer*.

***There is a fee to assume service***

9. You may be able to receive *gas distribution service* from *our system* without us needing to install any new *lines and equipment*.
- a) If you are a *default supply* customer and assume *gas distribution service* at a *service site*, you must pay the Account Activation Fee to cover the cost of activating your account.
  - b) An account is required for all customers, both *default supply* and *retail supply* customers. Depending on the work required to activate a *retail supply* customer account, we may also charge the Account Activation Fee to a *retail supply* customer.
  - c) The Account Activation Fee does not apply if we are installing new *lines and equipment* to provide you with *gas distribution service*.

10. The amounts of the Account Activation Fee and other Special Charges are set out in the Special Charges Schedule located at the end of these Rules.

***Special agreements may be required***

11. Demand General Service customers are required to enter into a Demand General Service Contract with us.
12. Customers with special *service requirements* may be required to enter into a special agreement with us. The special agreement can identify additional responsibilities not included in these Rules and other information we may need to properly serve you.

***These Rules always apply***

13. In any case, however a *service agreement* is made, it includes these Rules as if they were in a paper contract we signed with you.

***You let us use your land to serve you***

14. To serve you, we need some rights to use the *service land* – the parcel of land where the *service site* is located. The *service site* is the building or thing we provide *gas distribution service* to under the *service agreement*. For example, for typical *gas distribution service* to a home, the *service site* would be the house and the *service land* would be the parcel of land where the house is built. If the *service agreement* is not clear, we are permitted to name anything as the *service site* fitting the general intent of the *service agreement*.

***You may not charge us for using your land to serve you***

15. When you make a *service agreement* with us, you are granting us, at no charge, all reasonable land-related rights we need to provide *gas distribution service* to your *service site* and to install and maintain all our *lines and equipment*. Those rights may include easements and utility rights-of-way on any of your land for *lines and equipment* required to serve your *service site*, even if it is not the *service land*. It also includes the right to enter the land and dig it up to install, repair, replace, maintain and inspect the *lines and equipment*. We will try our best to minimize the inconvenience to you and the damage to your property when we do this work and we will reasonably restore your land when we are finished. If someone other than you has to give us the right to use the land, we may ask for your help in getting the land rights needed to serve you. If we cannot acquire these land rights, we may not be able to serve you.

## **Part 3 Installing or changing your gas distribution service**

### **3.1 Connecting you to our system**

***If someone else turned the gas off, we normally will not charge a reconnection fee***

1. If your *service site* was temporarily disconnected from *our system* (the gas was turned off), you are not expected to pay a reconnection fee to have the gas turned back on – unless you are the customer who originally caused the disconnection. Please refer below to Part 6 – Service charges about temporarily disconnecting from *our system*.

***We do all work on our system***

2. When it comes to *our system*, we have a basic rule – only our employees or our agents can work on it. This includes installing, maintaining, or removing a service line, as well as doing extensions, replacements, changes, connections to, or disconnections from, *our system*. No one else can do any of this kind of work unless we have given them specific permission in writing. This rule is necessary because we are very concerned about safety.

***You are responsible for getting permits and/or inspections***

3. Municipal bylaws or provincial laws may require you to get permits and/or inspections before we can provide you with *gas distribution service* at a new *delivery point* or continue *gas distribution service* at a *delivery point* where there have been changes to your piping or appliances. Getting those permits and/or inspections is your responsibility and we may not be able to start work or provide *gas distribution service* until you have them completed. We may also stop *gas distribution service* if you do not have a legally required permit.

***Your application for installing your gas distribution service may be rejected***

4. We may reject your application for *gas distribution service* for any of the following reasons:
  - a) You do not have *good payment history* with us;
  - b) You do not make a proper application for service;
  - c) You refuse to sign any special agreement required for the type of service you need; or
  - d) Your *service requirements* would prevent us from providing safe, reliable and economical service to you or to others.

***We will schedule installation after all requirements have been met***

5. We will schedule the installation of our *lines and equipment* after you have complied with our application and contribution requirements, have acquired all necessary permits, inspections and approvals, and we have accepted your application for *gas distribution service*.

***We may not be able to provide gas distribution service right away***

6. We will try to install our *lines and equipment* as soon as we can after you apply, but the installation may not be right away. For example, it may not make sense to try to bury pipe in frozen ground. In short, we will not start an installation until we think it makes sense.

***You pay to install and remove temporary gas distribution service***

7. If you want us to install *lines and equipment* we determine are unlikely to be permanent, you will have to provide payment in advance to cover installation and removal costs. In addition, if the service is expected to be for less than six months, you may be required to prepay an amount equal to our estimated cost of service.

***We do not have to provide service if the costs are greater than the benefits***

8. Because all our customers share the cost of building and operating *our system*, we will not provide service unless we think the benefit to *our system* of doing so justifies the cost. If we decide it does not make sense to serve you without an additional non-standard non-refundable contribution and you disagree, you can ask the *Commission* to order us to provide the *gas distribution service* to you.

### **3.2 Placing the lines and equipment**

#### ***We decide where to place the lines and equipment***

1. We are very concerned about safety and efficiency. Before we provide *gas distribution service*, we have to decide what *lines and equipment* will be installed, where they will be placed and how much clear space must be left around them.
2. If you cannot provide a suitable location for the *lines and equipment*, we cannot provide the *gas distribution service*.

#### ***We may allow a different location***

3. You may want the *lines and equipment* put somewhere other than the location we have selected. We can only do that if we consider your proposed location safe and serviceable. The same applies for moving any part of the *lines and equipment* after they are installed.

#### ***We will pick the best place for the meter***

4. We decide where to put the meter. Except in very unusual circumstances, the meter will be located on the outside of the *service site*. If you want the meter located inside, we will put it as close as possible to the point where the service line enters the building. You may be charged the extra cost of running the connecting pipe from where the service line enters the *service site* to the meter.

#### ***To get gas distribution service at more than one point takes a special agreement***

5. Unless you make a special agreement with us, there is only one *delivery point* for your *service site* and that is the outlet of the meter installed at the *service site*. If you want more than one *delivery point* at the *service site*, we can put them in provided you pay the extra cost.

### **3.3 Charges for installing or changing the lines and equipment**

#### ***You may have to pay a non-refundable contribution to get gas distribution service***

1. To be fair to the other customers sharing the costs of *our system*, we may require you to pay a non-refundable contribution towards the cost of the *lines and equipment* we need to install to provide you with *gas distribution service*.

***Non-refundable contributions can be standard or non-standard***

2. A standard non-refundable contribution is the minimum contribution we require and the amount depends on the location of your *service site*. If the cost of providing *gas distribution service* to you exceeds the criteria for a standard non-refundable contribution, you must pay an additional non-standard non-refundable contribution amount.

***The Commission approves the way we calculate non-refundable contributions***

3. We submit our standard non-refundable contributions to the Commission when we set them and whenever we change them. You can get a current list of our standard non-refundable contributions through our website at [www.altagasutilities.com](http://www.altagasutilities.com) or by telephone through our General Inquiry phone number.
4. We will calculate any required non-standard non-refundable contribution using the methods approved by the *Commission*. Our current method is described in the Special Charges Schedule attached to these Rules.

***You have to pay according to what is in effect when you get gas distribution service***

5. Our non-refundable contributions may change between the time you apply for *gas distribution service* and the time we install the *lines and equipment* to serve you. If they do, we will charge you the non-refundable contribution that is in effect **at the time of installation, not what was in effect at the time you applied** for *gas distribution service*.

***We will notify you of the contribution required to install the service you request***

6. We will advise you of the standard non-refundable contribution when you apply for *gas distribution service*. If you need to pay a non-standard non-refundable contribution to get *gas distribution service*, we will tell you in writing.

***You will have to pay an additional contribution if we need to build or expand a gas main***

7. If we have to build or expand a gas main to give you *gas distribution service*, you may be required to pay a contribution towards the cost of the main.

***A portion of your contribution towards the cost of a gas main may be refundable***

8. We will estimate the long-term costs of the new gas main and service lines expected to connect to the gas main. We will also estimate the long-term financial benefit we expect to get from the new mains and services. If the long-term benefit is greater than the costs, we may refund a portion of your contribution over time. If the costs are more than the benefits, your contribution will be non-refundable. We will ask you to sign an agreement that tells you how much you need to pay in advance and how much is eligible for a refund.

***Should costs change, you will be advised***

9. If we determine that we require an additional non-refundable or refundable contribution due to a change in our estimate of the cost of installing the *lines and equipment*, we will let you know in writing before we proceed. If we do this, you have the option of deferring, cancelling or proceeding with your *gas distribution service* request.

***You must give us prior notice if there are changes to your service requirements***

10. To serve you properly, we need to know your *service requirements*, for example how much gas you expect to use and how it will be used. You must not change your *service requirements* without giving us advance notice.
11. If you are currently a *default supply* customer, you can provide notice by using our General Inquiry contact information located at the end of these Rules.
12. If you are currently a *retail supply* customer, your *retailer*, or any other person properly authorized to act as your agent, may give us notice on your behalf.
13. We are not obliged to meet your *service requirements* if they are different than the ones in our *service agreement*. We will accept a change to your *service requirements* only if *our system* can safely, reliably and economically accommodate it. If the change requires you to pay additional costs, we will inform you before we do the work needed to accommodate the change. You must not change your *service requirements* until after we have given you our permission to do so and you are responsible for any damage to *our system* as a result of changing your *service requirements* without our permission.

***We may contact you about changes in service requirements***

14. If we notice a change in how much gas you use or need more information about your *service requirements*, we may contact you directly to learn more about the amount of gas you are using, how it is being used and any plans you may have regarding future usage that might affect *our system*. Doing so will help us properly operate and maintain *our system* and will also help us bill correctly.

***If you want a different location, you pay the extra costs***

15. If we agree to your request to install the *lines and equipment* in a location different than the one we have selected, you may have to pay extra installation costs.
16. After the *lines and equipment* are installed, if you need any part moved (like a meter) and we agree, you will have to pay the cost of moving it.

## Part 4 Rights and responsibilities once gas distribution service begins

### *You are responsible for reporting problems and preventing waste*

1. Once *gas distribution service* begins, you have a responsibility to make sure the natural gas is used properly and to help prevent waste. You must notify us immediately if you notice a natural gas leak on any of our *lines and equipment* or if you have other problems with the *gas distribution service*.

### *We will maintain our lines and equipment but you must help protect them*

2. We will maintain the *lines and equipment* we put in, but you must take reasonable steps to protect them. In particular:
  - You must contact Alberta One-Call at least two full working days before you or anyone working for you does any excavation work on the *service land*. Contact information for Alberta One-Call is provided at the end of these Rules. Even if their contact information changes, you must still contact Alberta One-Call and tell them your plans.
  - You cannot start digging until we have had a chance to mark the approximate location of our *lines and equipment* in the area to be excavated. We will make reasonable efforts to have the lines marked within the time you have requested, provided you have met the minimum notification period. You must not dig until we have marked the lines, even if we have not marked the lines within the requested time.
  - You must let us know immediately if you or someone doing work for you damage the *lines or equipment*.

**If one of our *lines or equipment* is damaged, call us immediately from a safe location using our emergency phone number (toll-free 1-866-222-2068 or direct 1-780-980-6701). Alternatively, call the fire department. Do not return to the location of the gas leak or allow any non-emergency personnel to do so.**

### *You are not permitted to make changes to your land or site that interferes with our lines and equipment.*

3. As long as the *lines and equipment* are in place, you need our written consent to do anything to the *service land* or *service site* that might make it difficult for us to maintain our *lines and equipment*. That includes, for example, placing a building, planting a tree, or digging a dugout, over or near the *lines and equipment*. If you put anything in the way, and we damage it trying to work on our *lines and equipment*, we are not responsible for the damage. If you make changes to the *service land* or *service site* resulting in increases

to the costs of operating, maintaining or repairing the *lines and equipment*, you may have to pay those extra costs.

***We can enter when necessary and use force in an emergency***

4. We can enter the *service land* or the *service site* at any reasonable time to do anything necessary to maintain, repair and operate *our system*. That includes reading meters, turning gas on or off, examining and repairing the *lines and equipment*, and checking to see how you are using the gas. We can also dig and do any other work necessary to fix *our system*.
5. At any time we think there is an emergency, we can use reasonable force, as required, to enter the *service land* or the *service site*.

***We will try to provide you advance notice***

6. When we can, we will provide advance notice we will be performing work on the *service land* or *service site*. Depending on the type of work we will be performing, we may contact you directly, in writing or we may inform you by other means such as newspaper ads or messages with your bill. We may not provide advance notice in an emergency or for routine activities, such as meter reading.

***You pay for any damage that's not our fault***

7. As long as the *lines and equipment* are in place, you must pay for any damage done to them through your negligence or your actions, or the actions of anyone working for you. That applies even if the work is being done off the *service land*. You are not responsible for normal wear and tear or for any damage caused by our actions or our negligence.

***We own the lines and equipment***

8. We own all the *lines and equipment* and our ownership continues until we give it up. We can remove any part at any time. When our *service agreement* with you ends, we do not need to remove the *lines and equipment*, provided we leave them in a safe condition.
9. Making a contribution or other payment to us for *gas distribution service* does not entitle you to ownership of any part of the *lines and equipment*.

## Part 5 Measuring use and charges

### *We can use actual or estimated usage when determining our charges*

1. Your bill will be based on an actual or estimated meter reading. If we estimate a meter reading, it will be based on any or all of the following:
  - The length of time covered by the estimate;
  - The amount of gas used previously in a similar period at the *service site*;
  - Weather during the period being estimated;
  - The type and energy-use rating of your gas-burning equipment; or
  - Other relevant information that may be available.

### *We will read the meter when necessary*

2. We will read your meter as often as we think is necessary.

### *You pay for special meter readings*

3. If we cannot access your meter when it is time for a meter reading, we will ask you to provide us with access when we are reading other meters in your area.
4. If we receive a request from you or your *retailer* to read the meter at any time other than when the meter is normally scheduled to be read, a special meter reading charge will apply.

### *You can provide us with a meter reading when we plan to estimate*

5. If you don't want us to estimate your meter reading for a billing period, you may provide us with the actual meter reading by phone. If you want to do this, you need to tell us in advance and follow the schedule we set.

### *If the meter is not working properly, we will estimate the amount used and adjust your charges*

6. If the meter stops working properly we will do our best to determine when that happened and then estimate the amount of gas you used while the meter was not working properly. The estimate will only be for the time we think the meter was not working properly. We may have to correct previous billings. If you are a *retail supply* customer your *retailer* may also adjust their charges to you, accordingly. If we cannot reasonably determine when the meter stopped working properly, we will determine your current billing or correct previous billings in compliance with applicable laws and *Commission* direction.

***Disputes over our meter measurements can be taken to the federal government, but you or your retailer, may have to pay the cost***

7. You or your *retailer* has the right, under the *Electricity and Gas Inspection Act* (R.S., 1985, c. E-4), to dispute our meter measurements. We have the same right. If you or your *retailer* registers a dispute with the federal government and our meter measurements are found to be within the limits of error allowed in the Act, you or your *retailer* will have to pay us the cost of removing the meter for testing. The amount is shown in the Special Charges Schedule. Payment for that cost is not required if it turns out our meter measurements are not within the limits of error in the Act. Neither you nor your *retailer* has to pay if we register the dispute with the federal government. No matter who questions it, if it turns out the meter measurements are not within the limits of error in the Act, your billing charge will be adjusted to comply with the Act.

## **Part 6 Service charges**

***The Commission decides all our rates and charges***

1. All our rates and charges, including those in the Special Charges Schedule, are approved by the *Commission*. If you think any charge is unfair, you should advise us and we will try to resolve your concern. If you are not satisfied with our response, you can complain to the *Commission*.
2. If you purchase *retail supply*, the price for the natural gas is determined by a contract between you and your *retailer* and not by us or the *Commission*.

***To change your gas distribution service rate class, talk to us***

3. If we think you are not in the *gas distribution service* rate class best for you, we will let you know. We will only change the *gas distribution service* rate class you are in if you agree to it. If you ask us for help deciding on the best *gas distribution service* rate class for you, we will provide *gas distribution service* information to help you decide.
4. We will make one rate class change at your request in any consecutive twelve month period.

***Using natural gas for irrigation pumping requires a special rate class***

5. A *service site* using natural gas as a fuel for pumping irrigation water is restricted to the Irrigation Pumping Service rate class.

***Demand General Service billing demands can change***

6. You may or may not have a billing demand. The billing demand for the Demand General Service rate class can change. Our rate schedule describes how the billing demand is determined.

***You begin paying within three months after lines and equipment are installed***

7. You must begin paying the minimum charge no more than three months after we have installed the *lines and equipment* to serve you, whether you have started using gas or not.
8. If you are a *default supply* customer, you will be billed directly by us for these charges.
9. If you are a *retail supply* customer, you will be billed by your *retailer*.

***If you want, we can turn your gas off temporarily, but charges will apply***

10. If you want us to disconnect you from *our system* by turning your gas off temporarily, you need to give us notice according to Part 9 of these Rules. We don't have to turn your gas off if doing so would be in conflict with anything in these Rules. If we temporarily disconnect you from *our system* at your request or for any of the reasons set out in these Rules, the minimum charge still applies while the gas is turned off, to a maximum of twelve (12) months. This is because we must continue to operate and maintain *our system* whether you are using gas or not.

***A temporary disconnection can become a permanent disconnection***

11. A temporary disconnection becomes a permanent disconnection after twelve (12) months. At that point, we will stop applying the minimum charge.
12. If you want us to restore *gas distribution service* to a *service site* within three (3) years of when it was determined to be permanently disconnected, you will have to sign up for *gas distribution service* as described in Part 2 of these Rules. In addition, you will have to pay the costs of the original disconnection, any removal of our *lines and equipment* and the restoration of *gas distribution service*.
13. If you want us to restore *gas distribution service* to a *service site* more than three (3) years after it was determined to be permanently disconnected, we will treat it as a new application for service.

***A temporary disconnection can extend for more than one year***

14. There may be reasons why you do not want a temporary disconnection to become a permanent disconnection. If you want the disconnection to remain temporary for a period

greater than twelve (12) months, you need to tell us in advance. The minimum charge will apply for as long as you require the temporary disconnection.

***There is a charge for turning your gas on if it has been temporarily turned off***

15. If we temporarily turned your gas off because you or your *retailer* asked us to, or because you have not followed these Rules, you will have to pay a reconnection fee every time gas to the *service site* is turned on. You are also required to pay for other costs, such as costs to reinstall the meter and any other *lines and equipment* necessary to restore *gas distribution service*. Our fees are shown in the Special Charges Schedule. Until these charges and any other debts you owe us are paid, we may refuse to turn on the gas or provide other services.

***Irrigation customers are charged a different fee for turning gas on and off***

16. We do not charge a fee the first time we turn gas on at an irrigation *service site* at the start of each irrigation season. Also, we do not charge to turn gas off at an irrigation *service site* when each irrigation season ends. However, if you want your gas turned on or off at any other time for an irrigation *service site*, we will charge the irrigation disconnection/reconnection fee as shown in the Special Charges Schedule attached to these Rules.
17. The minimum charge still applies for the time your gas is temporarily turned off during the irrigation season. This is because we must continue to operate and maintain *our system* whether you are using gas or not.

## **Part 7 Paying your bills**

***Who you purchase your gas from will determine who bills you***

1. If you are a *default supply* customer, we will directly bill you for *default supply* and *gas distribution service*.
2. If you are a *retail supply* customer, your *retailer* will bill you for *retail supply* and *gas distribution service*.

***We bill you for contributions and alteration costs***

3. We will directly bill you for installing new *lines and equipment* or altering the existing *gas distribution system*.

***Payment terms depend on who bills you***

4. **The following payment terms in Part 7 of these Rules only apply to you as a *default supply customer*.** Payment terms as a *retail supply* customer will depend on your *retail supply* contract.

***Our budget payment plan allows equal monthly payments***

5. Our *budget payment plan* is available to most *default supply* customers. If you want to be on our plan, you have to tell us. If we accept your request to join our *budget payment plan*, we will estimate your annual *utility service* costs from July until the following June. Our estimate will use our *Commission*-approved *gas distribution service* rates, historic weather information, current and forecast natural gas prices, and historic natural gas consumption at the *service site*, or similar *service site* if yours is new. Your monthly *budget payment plan* payment is calculated by dividing the estimated annual costs by eleven (11). We divide by eleven because the twelfth month of the plan is used to true up your account.
6. Our *budget payment plan* is not available to you if you are served under our Irrigation Pumping Service or Demand General Service rate classes.

***We may re-estimate your costs and subsequently adjust your monthly budget payment plan amount***

7. We will review your *budget payment plan* to determine if we need to adjust your monthly payment to avoid a large over or under-paid balance in June. First, we will calculate the difference between your actual cost for *utility service* and the payments you made since the start of the plan year. Second, we will estimate your costs for the remainder of the plan year, using factors such as forecast weather, rates and gas prices. Third, we will combine the difference we calculated in the first step with the re-estimate of costs for the remainder of the current plan year from the second step. Fourth, we will divide the result from the third step by the number of months remaining in the plan year less one. We divide by the number of months remaining in the plan year less one because the final month of the plan is used to true up your account. The result of the fourth step will be your new monthly *budget payment plan* payment amount.

***We true up our budget payment plan accounts once a year***

8. In June, the twelfth and final month of the plan year, we calculate the difference between your actual costs for *utility service* and payments you made. We will either charge or credit your June bill for the difference. Generally, we will refund credit balances only if they are large.

***Customers can join our budget payment plan at any time***

9. Even though our *budget payment plan* starts in July, customers can join the plan anytime. Your monthly payment will depend on when you join. No matter when you join, you will need to pay any balance owing before starting on the plan. If you want to be on the plan, you must tell us.

***Your participation in our plan will end on certain conditions***

10. Your participation in our budget payment plan will end if you:
- Notify us at least five full working days before you want out of the plan;
  - Stop taking *utility service*;
  - Become a *retail supply* customer; or
  - Do not make your full monthly payments on time.

***We bill regularly***

11. We will send you a bill every month. The due date for current charges is 21 days from the statement date. If the bill has not been fully paid by the due date, you will have to pay a late payment charge on the unpaid amount. You should make sure your method of payment will allow enough time for your payment to reach us before the due date.
12. Your bill may include unpaid charges from a previous bill. Any payment you make to us will first be applied to unpaid balances.

***We will apply a late payment charge to overdue amounts***

13. Your current bill will include a late payment charge if you had any unpaid balance after the due date specified on your previous bill. The late payment charge is calculated as 1.5% of the unpaid balance, including unpaid previous late payment charges.

***We may correct a previous bill***

14. If we determine that we have incorrectly billed you, we will correct the error. We don't have to make corrections for bills more than two years old.

***We may need to have a security deposit from you***

15. We may require you to give us a security deposit or some other form of security we think is acceptable before we turn the gas on at your *service site*. If we turn the gas on after requiring a security deposit from you, and you do not pay a security deposit when we expect you to, we can turn the gas off as long as doing so does not conflict with these Rules.

16. We may also ask for a security deposit at any time after service has started if you do not have a *good payment history* or if we have had to turn your gas off for not paying your bill on time. What we mean by *good payment history* is explained in the definitions at the end of these Rules.

17. The amount of the security deposit will not be more than our estimate of the total of your three highest consecutive monthly bills in any 12-month billing period. It will be returned to you, with interest, when you have a *good payment history*. If you are in debt to us for any *utility service* we previously provided to you anywhere, we will require you pay that debt no matter how old it is, before we will turn your gas on.

***We can use your security deposit to pay your unpaid bills***

18. If you do not pay a bill on time, we can use the security deposit to pay it. If we do, you must immediately pay us enough to restore the security deposit to its full amount. If you stop *utility service* or become a *retail supply* customer, we will deduct anything you owe us from the security deposit and return any remaining security deposit with interest.

***We pay interest on security deposits***

19. We will pay interest on your security deposit. At a minimum, the interest rate will be the security deposit interest rates set by the provincial government for mobile home site tenants and residential tenants.

***We pay you the interest on your security deposit when certain things happen***

20. We will pay you the interest on your security deposit as soon as one of the following things happens:

- The security deposit is returned;
- The security deposit is applied to your account;
- We send notice to your last known address indicating the security deposit is no longer required;
- You stop taking *utility service*; or
- You become a *retail supply* customer.

***You pay if there are problems with your payments***

21. If you pay us by cheque and the bank does not honour the cheque, we will charge you a dishonoured payment charge. If your cheque needs to be certified, we will charge you a cheque certification charge. If you pay us through the bank using a pre-authorized payment plan and the bank does not honour the withdrawal, we will charge you a dishonoured payment charge. The amounts of these charges are shown in the Special Charges Schedule attached to these Rules.

***We will not accept unusual forms of payment***

22. We follow the Bank of Canada rules limiting the kinds of currency we accept. Payment by cheque must be on a normal bank cheque form. We will also accept payment by credit card. You can find out what credit cards we accept through our website at [www.altagasutilities.com](http://www.altagasutilities.com) or by telephone through our toll-free General Inquiry number.

## **Part 8 Arranging your gas supply**

***Starting out, you may be a default supply customer or a retail supply customer***

1. If you have not signed a contract with a *retailer* to become a *retail supply* customer, then, when you sign up for *gas distribution service*, your gas supply will initially be *default supply* and you will be a *default supply* customer.
2. If you have a contract with a *retailer* and your *retailer* has already arranged for *gas distribution service* to your *service site*, your gas supply will be *retail supply* and you will be a *retail supply* customer.

***If you are a default supply customer, you must contact us if you are moving***

3. If you plan to move to or from a *service site* on *our system* and you are a *default supply* customer, you must inform us of your moving plans. We need to know in advance if you are planning to move. To contact us, please use the General Inquiry contact information located at the end of these Rules.
4. If you want to end *utility service* at any *service site*, you must do so in accordance with Part 9 of these Rules.

***If you are a retail supply customer you must contact your retailer if you are moving***

5. If you plan to move to or from a *service site* on *our system* and you are a *retail supply* customer, you must inform your *retailer* of your moving plans. Your retailer will then *notify* us.

***Whether a default supply or retail supply customer, additional time may be required to deliver your gas supply if new lines and equipment are required***

6. If you plan to move to a *service site* where new *lines and equipment* are required, we may need extra time before we are able to deliver your gas supply.

*If you change gas services providers, we need to know*

7. If you are currently a *default supply* customer and want to become a *retail supply* customer, you must first have a contract with a *retailer*. Your *retailer* will notify us of your change in gas supply arrangements.
8. If you switch from one *retailer* to a different *retailer*, the *retailer* you are switching to will notify us of your change in gas supply providers.
9. If you are currently a *retail supply* customer and want to become a *default supply* customer, you must notify your *retailer*. Your *retailer* will notify us of the change in gas supply providers.

*Disagreements about retailer services are between you and your retailer*

10. Any disagreement about the *retail supply* service you receive is between you and your *retailer*. In most cases, we will not be involved if you have a disagreement with your *retailer*. It is important for you to fully understand the terms and conditions of the contract with your *retailer*.

## Part 9 Stopping utility services or gas distribution service

*Stopping gas distribution service for an emergency*

1. If you need to stop *gas distribution service* for an emergency, contact us directly and immediately.

**In an emergency, call us immediately from a safe location using our emergency phone number (toll-free 1-866-222-2068 or direct 1-780-980-6701). Alternatively, call the fire department.**

*If you are a default supply customer, you should notify us to stop taking utility services*

2. If you are a *default supply* customer and want to stop receiving delivery of gas to your *service site*, you will need to tell us to stop providing *utility services* to that *service site*.
3. Unless you have a contract with us containing other termination provisions, you can terminate *utility service* at your *service site* by telling us when you want it stopped. We will terminate *utility service* to that *service site* on the date you specify or within five (5) working days after the date we get the notice, whichever is the latest.

4. *Utility services* may be stopped for a number of reasons, such as if you plan to move to a different location, ask us to relocate our *lines and equipment*, ask us to turn the gas off for *service site* renovations or ask us to permanently end gas use at the *service site*.
5. To provide notice to us, please use the General Inquiry contact information located at the end of these Rules.
6. Until we receive proper notice, you have all the responsibilities set out in these Rules or in any contract we have with you, whether you are actually taking gas or not. For example, if you move without telling us, you must continue to pay us for *utility service* provided at the *service site*, even if you did not personally receive it.

***If you are a retail supply customer, depending on the circumstances, you should notify either your retailer or us to stop taking gas distribution service***

7. If you are a *retail supply* customer and want to stop receiving delivery of gas to your *service site*, you or your *retailer*, if applicable, will need to tell us to stop providing *gas distribution services* to that *service site*.
  8. Whether you or your *retailer* contacts us will depend upon the reason for terminating *gas distribution service*.
    - If you need to stop *gas distribution service* because you require our *lines and equipment* to be relocated, you are undertaking renovations at the *service site*, you plan to permanently end gas use at the *service site* or you have any other reason which may affect our *lines and equipment*, you should contact us directly. To provide notice to us, please use the General Inquiry contact information located at the end of these Rules.
    - If you need to stop *gas distribution service*, but it does not affect our *lines and equipment*, such as if you plan to move to a different location, you should contact your *retailer*. Your *retailer* will then notify us of your plans and provide us with the date for terminating *gas distribution service* according to standard industry rules and transactions.
  9. Until we receive proper notice from your *retailer*, your *retailer* has all the responsibilities set out in these Rules or in any contract we have with your *retailer*, whether you are actually taking gas or not. For example, if you move without telling your *retailer*, your *retailer* must continue to pay us for *gas distribution service* provided at the *service site*, even if you did not personally receive it.
-

***We continue to bill during a temporary disconnection***

10. We will continue to bill during a temporary disconnection of *utility services* or *gas distribution service*. We will stop billing only if *utility services* or *gas distribution service* has been permanently stopped.

***There will be a charge for terminating service on a non-working day***

11. We will normally terminate *utility service* or *gas distribution service* on a working day. If we agree to terminate service on a day other than a working day, there will be a charge for the actual cost of performing the work.

***You may request a permanent disconnection from our system***

12. Unless you have a contract with us containing other termination provisions, you may ask us to permanently turn your gas off at the *service site*. We will, as long as doing so does not conflict with these Rules and you have provided proper notice. If you are not the owner of the *service site*, we will require permission in writing from the owner before we perform the disconnection. We don't have to remove our *lines and equipment* from the *service land* and *service site*, but we may choose to do so for safety or other reasons.
13. If you want us to restore *utility service* or *gas distribution service* to a *service site* within three (3) years of when it was determined to be permanently disconnected, you will have to pay the costs of the original disconnection, any removal of our *lines and equipment* and the restoration of *utility service* or *gas distribution service*. If you want us to restore *utility service* or *gas distribution service* to a *service site* more than three (3) years after it was determined to be permanently disconnected, we will treat it as a new application for service.

***We can stop gas distribution service in emergencies***

14. If we think it will be hazardous to continue delivering gas to the *service site*, we can immediately, without notice, stop *utility service* or *gas distribution service*. We can also do this if we think it is necessary to protect people or property in a fire, flood, or any other situation we consider an emergency.

***We can stop gas distribution service for a number of other reasons***

15. We can temporarily or permanently stop the service we provide you at any *service site* on forty-eight (48) hours notice for any of the following reasons:

- Gas is not available, either temporarily or permanently;
- We have to make repairs to *our system*;
- You have not paid your bills on time;

- You have not paid a security deposit when asked to or have not made a payment necessary to restore the security deposit when some, or all, of it has been applied to your account;
- You are insolvent or have assigned essentially all your assets;
- You have used defective pipe, appliances or gas fittings or have insisted on a form of service we think is unsafe;
- The natural gas lines and equipment you own have not been installed and maintained according to federal, provincial, or municipal laws;
- You are using gas contrary to the terms of these Rules or to any contract we have with you;
- You have misrepresented what you are using gas for or how much you are using;
- You move from the *service site*;
- We cannot get to our meter at the *service site* for four or more consecutive months;
- Service has been terminated according to some other provision of these Rules;
- You stop using gas at the *service site*;
- You threaten or harass any of our employees or agents as they carry out their duties;
- You prevent us from doing anything we are entitled or obligated to do;
- You do not make a proper application for service; or
- It is necessary to protect people or property.

16. To be clear, if there is an emergency or if we think it will be hazardous to continue delivering gas to the *service site*, we can immediately, without notice, stop *utility service* or *gas distribution service*.

***We can also stop service at the request of your retailer***

17. If you are a *retail supply* customer, your *retailer* can ask us to terminate the service we provide you. We will comply with their request unless doing so would violate these Rules or our Retailer Distribution Service Rules.

***The timing of service disconnections may be impacted by weather and the time of year***

18. Service disconnections between November 1 and April 14:

Except in the case of an emergency or when it would be hazardous to continue delivering gas to the *service site*, service to residential and commercial residential *delivery points*, including multifamily dwellings, will not be disconnected during the period November 1 in a year to April 14 of the following year, except upon receipt of a written request from the property owner.

19. Service disconnections between April 15 and October 31:

Except in the case of an emergency or when it would be hazardous to continue delivering gas to the *service site*, service to residential and commercial residential *delivery points*, including multifamily dwellings, will not be disconnected for any reason during the period April 15 to October 31 when the overnight temperature is forecast to drop below zero (0) degrees Celsius in the 24 hour period immediately following the proposed disconnect in the area of the *service site*, except upon receipt of a written request from the property owner.

***When you stop gas distribution service, you may have to read the meter for us***

20. If you are a *default supply* customer and you tell us you no longer want gas distribution service, we can ask you to take a final reading of the meter and report it to us

***Notice of service interruption or termination***

21. When we notify you about stopping *utility service* or *gas distribution service* or terminating your *service agreement*, it can be by mail, by facsimile (fax), by electronic mail (e-mail), in person, by telephone, on your bill or by a notice left at the *service site*.

***Land use rights outlive the service***

22. We can stop providing *utility service* or *gas distribution service* at a *service site* without losing our rights to use the related *service land* – they continue until terminated under these Rules.

***Continuous supply***

23. We will make all reasonable efforts to maintain a continuous supply of gas to you, but we cannot always guarantee it.

## **Part 10 Liability, responsibility and other legal matters**

### *Alberta law governs our contract*

1. These Rules are part of every *service agreement* and all our service agreements are governed by the laws of Alberta.

### *The gas is only for use at the service site*

2. Unless you have our written consent, you cannot use, or allow anyone else to use, gas supplied to the *service site* in some other place and you may not resell the gas we deliver to you.

### *Verbal agreements don't apply*

3. No employee or anyone else claiming to represent us can promise or agree to do anything inconsistent with these Rules and, if they do, the promise or agreement has no effect.

### *You need our consent to transfer your agreement*

4. Your *service agreement* is yours alone, including anyone the law says stands in your place, and it cannot be assigned to anyone else without our written consent.

### *You are responsible for your property, and we are for ours*

5. You are fully responsible for installing, maintaining and operating your property, as we are for ours. You must pay any costs we incur from a claim or demand for injury, death or damage resulting from the installation, presence, maintenance and operation of your property, so long as it is not caused by our negligence.

### *Neither of us has to pay for disruptions beyond our control*

6. You have no claim against us for damages if we cannot distribute or supply gas to you because of an emergency or disruption beyond our control. For example: disruptions in supply caused by weather catastrophes, labour disputes, fires, accidents, pipeline or machinery breakdowns or repairs, shortages of gas supply or orders of a legislative body or other authority. Similarly, in such circumstances, we have no claim against you if you are unable to take gas. However, once the emergency or disruption ends, we will resume delivering gas to you, and you will resume taking it, as provided for in these Rules and our *service agreement*.

## Part 11 List of definitions

In these Rules,

- *budget payment plan* means the plan set out in Part 7;
- *Commission* means the Alberta Utilities Commission;
- *default supply* means *gas services* provided by AltaGas Utilities Inc.;
- *delivery point* means the outlet of the meter at your *service site*;
- *Electricity and Gas Inspection Act* means the *Electricity and Gas Inspection Act (R.S., 1985, c. E-4)*, as amended from time to time;
- *gas distribution service* means the service required to deliver gas to our customers by means of our *gas distribution system* and includes any services AltaGas Utilities Inc. is required to provide by the *Commission* or is required to provide under the Act or regulations made thereunder;
- *gas distribution system* means all those facilities owned or used by AltaGas Utilities Inc. to deliver gas to our customers through a system of pipelines, works, plant and equipment and is primarily a low pressure system (including without limitation *lines and equipment*, valves, meters, regulators and machinery);
- *gas service(s)* as defined in the Act means:
  - i. The gas that is provided and delivered, and
  - ii. The services associated with the provision and delivery of the gas, including:
    - a) arranging for the exchange or purchase of the gas,
    - b) making financial arrangements to manage the financial risk associated with the price of gas,
    - c) arranging for *gas distribution service*,
    - d) arranging for delivery of gas to the gas distributor's specified receipt points or points,
    - e) storage,
    - f) billing, collections and responding to customer billing inquiries,
    - g) maintaining information systems, and
    - h) any other services specified by the Minister by Order as *gas services*.
- *Gas Utilities Act* or *Act* means the *Gas Utilities Act (R.S.A. 2000, c. G-5)*, as amended from time to time;

- *good payment history* means, at a particular time, your account has not been in 60-days arrears more than once, or 30-days arrears more than twice, in the previous 12 months;
- *lines and equipment* means all the facilities of our *gas distribution system* leading up to the *delivery point* and anything else we own and install to provide you with *gas distribution service* – *lines and equipment* exclude gas appliances or secondary gas lines you own, whether or not we sold them to you or installed them for you;
- *our system* means our *gas distribution system*;
- *retail supply* means *gas services* provided by a *retailer*;
- *retailer* means a person or company other than us that sells *gas services* directly to our customers and is entitled to enrol our customers for that purpose within our service area;
- *service agreement* means the agreement between us, as the provider of *utility service*, and you, as our customer, whether the agreement is made by signing a contract or simply by providing you with *utility service* on the basis of these Rules;
- *service land* means the parcel of land where the *service site* is located;
- *service requirements* means any or all of the hourly or daily volume of gas, the energy content of the gas, and the pressure and temperature at which the gas is delivered, to provide the *utility service*
- *service site* means the building or thing we deliver gas to, or provide *gas distribution service* at, under the *service agreement*;
- *utility service* means *gas distribution service*, by itself, or *gas distribution service* and *default supply* together, as defined in the *Gas Utilities Act* (R.S.A. 2000, c. G-5).

---

## AltaGas Utilities Inc. Special Charges Schedule

In a number of places the Natural Gas Utility Service Rules refer to special charges for some services. Following is a list of the charges, as approved by the Alberta Utilities Commission, when initially established. However, for the most current list of our standard non-refundable contributions, please go to [www.altagasutilities.com](http://www.altagasutilities.com) or contact us toll-free using our General Inquiry phone number to find current rates. For a current list of charges, please refer to our website at [www.altagasutilities.com](http://www.altagasutilities.com) or contact us at the numbers provided at the end of these Rules:

<b>Special Charge</b>	<b>Fee</b>
Account Activation Fee.....	\$ 35
Remove and test meter - per meter:	
Residential .....	\$ 75
Other .....	Actual Cost
Special meter readings - each time.....	\$ 35
Reconnection Fee:	
Residential .....	\$ 50
Other (except Irrigation).....	Actual Cost
Irrigation Disconnection/Reconnection Fee:	
Each time (except normal season start and end) .....	\$ 75
Reinstallation of Meter/Regulator:	
Residential .....	\$ 75
Other .....	Actual Cost
Dishonoured payment charge (NSF cheque, etc.) - each time .....	\$ 25
Cheque certification charge - each time .....	\$ 10
Any other service at Customer's Request .....	Actual Cost
Late Payment Percentage	
Applied to any unpaid balance from previous bills.....	1.5%

Note: "Actual Cost", where referenced, means our direct costs for labour, materials, services and equipment plus applicable overheads.

## AltaGas Utilities Inc. Special Charges Schedule (continued)

### **AUC Rule 003 – Service Quality and Reliability Performance Monitoring and Reporting for Regulated Rate Providers and Default Supply Providers**

#### **Service Guarantee for Customers Who Purchase Default Supply**

We will credit your account with us for \$75 if:

- You were provided written notice of pending disconnection of service in error;
- You were provided written notice of pending referral to a credit agency in error;
- You were referred to a credit agency in error; or
- You experienced disconnection of service in error.

The \$75 credit will not be applied if the error was not made by us or if:

- Our written notice of pending disconnection or pending referral to a credit agency was not issued in error and our notice and your payment crossed in the mail;
- Our written notice of pending disconnection or pending referral to a credit agency was not issued in error and our notice was in mail transit at the time you made or attempted to make payment by visiting the premises of an authorized payment acceptance establishment, such as a bank, trust company or credit union;
- Our written notice of pending disconnection or pending referral to a credit agency was not issued in error and our notice was properly mailed, but you did not pick up the mail from locations, such as a post office, super mail box or home mail box;
- Our written notice of pending disconnection or pending referral to a credit agency was not issued in error and our notice was undelivered by the mail delivery service; or
- You attempted to make payment to one of our employees or someone hired by us to disconnect your *service site* and the disconnection was not in error, but that person was not authorized to accept payment.

## AltaGas Utilities Inc. Special Charges Schedule (continued)

### Non-Refundable Contributions

Applications for service will require a non-refundable contribution. In most cases, a standard contribution is all that is required. Services uneconomic with a standard contribution will require an additional non-refundable contribution.

### Standard Non-Refundable Contributions

Standard contributions are filed for acknowledgment with the Commission when they are initially established and, thereafter, whenever they are changed. For a current list of our standard non-refundable contributions, please go to [www.altagasutilities.com](http://www.altagasutilities.com) or contact us toll-free using our General Inquiry phone number to find current rates.

### Non-Standard Non-Refundable Contributions

Winter Construction – Should the service be requested for installation under winter construction conditions, the customer is responsible for the incremental frost charges.

Other – If it is not economic to consider an application for service under a standard contribution, it will be evaluated individually to determine a specific, non-refundable contribution.

### Calculation of Specific Non-Refundable Contributions

The calculation of a specific non-refundable contribution will be based on a net present value analysis applying the following criteria:

- a) An estimate of the total capital costs of providing service;
- b) An estimate of the total annual operating costs of providing service;
- c) The *Commission*-approved return on common equity, interest rate, depreciation rates, income taxes and capital structure;
- d) An estimate of the expected net revenue that will accrue from the addition of the service.

The additional contribution will be the amount required to make the net present value of the revenue stream equal the revenue requirement stream.

**AltaGas Utilities Inc.**

---

## Special Charges Schedule (continued)

### Additional Criteria:

- Rate 1/11 – Town – A *service site* located within an incorporated municipality, such as a village, town or city;
- Rate 1/11 – Rural Subdivision – A *service site* not defined as ‘Town’, but located in an AltaGas Utilities Inc. designated subdivision;
- Rate 1/11 – Rural Other – A *service site* which is neither defined as ‘Town’ nor ‘Rural Subdivision’
- Other – A *service site* which is served under any rate other than Rate 1/11.

## AltaGas Utilities Inc. Contact Information

The following information was current at the time these Rules were prepared. Please refer to our website, your local telephone listings or other trustworthy source for updates to this information.

### AltaGas Utilities Inc.

General Inquiry (toll-free).....1-866-222-2067  
Credit & Collections (toll-free).....1-866-222-2069  
Meter Reads (toll-free).....1-866-222-2070

### 24-HOUR EMERGENCY

Toll-Free .....1-866-222-2068  
Direct.....1-780-980-6701

Website .....[www.altagasutilities.com](http://www.altagasutilities.com)

### Call Before You Dig!

#### Alberta One-Call

Toll-Free .....1-800-242-3447  
Website .....[www.alberta1call.com](http://www.alberta1call.com)

### Retail Market Inquiries

#### Utilities Consumer Advocate

Toll-Free In Alberta ..... 310-4822  
Outside of Alberta.....780-644-5130  
Website .....[www.ucahelps.gov.ab.ca](http://www.ucahelps.gov.ab.ca)