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

- 9.11 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***

- 9.12 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.
- 9.13 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*.
- 9.14 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*, and *lines and equipment* were not physically removed from the *service site*, you will be charged for the cost of bringing the service back into operation.
- 9.15 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* and *lines and equipment* were physically removed from the *service site*, we will treat it as a new application for service. Please see Parts 2.1 and 2.2 of these Rules for information on new service applications.

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

- 9.16 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***

- 9.17 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;
- It is necessary to protect people or property; or
- You do not provide information, or you provide incorrect information, needed for billing purposes, in accordance with these Rules.

9.18 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***

9.19 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***

9.20 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 sites, 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.

9.21 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 sites, 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.

- 9.22 The two preceding exceptions will not apply if, at the time of the proposed disconnection, a residential site is vacant and/or abandoned.

***When you stop gas distribution service, we will estimate the final reading***

- 9.23 If you are a *default supply* customer and you tell us you no longer want *gas distribution service*, we will estimate your final usage.

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

- 9.24 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***

- 9.25 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***

- 9.26 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***

- 10.1 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***

- 10.2 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.

***Unauthorized use***

- 10.3 *Unauthorized use* of our *lines and equipment* is illegal.
- 10.4 If we determine there has been *unauthorized use* at a *service site* you will be required to pay for our estimate of gas consumed during such *unauthorized use*. You will also be required to pay for any necessary repairs.
- 10.5 A security deposit, payment for repairs to lines and equipment caused by *unauthorized use*, and payment for any other costs related to *unauthorized use*, will be required prior to reactivation of gas services at your site.
- 10.6 Nothing in this section will limit any other rights or remedies we may have in connection with such *unauthorized use*, including pursuing civil action and/or criminal charges.

***Verbal agreements don't apply***

- 10.7 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***

- 10.8 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***

- 10.9 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.

***You are responsible for ensuring we have safe access to your natural gas appliances***

- 10.10 You are responsible for the proper installation of all natural gas appliances on your property. If appliances are not installed in accordance with approved safety regulations, we may refuse to do work at the *service site*, and gas supply to the appliance may be disconnected.
- 10.11 If we are required, or you ask us, to light or relight pilot lights in your furnace or other natural gas appliances, it is your responsibility to ensure we have safe and unobstructed access to the appliance.
- 10.12 If special equipment is required to complete work on your natural gas appliances, you will be responsible for any costs we incur on your behalf.

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

10.13 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,

- *automated meter reading (AMR)* is a method of using advanced communications technology to read meters remotely.
- *automated meter reading (AMR) device* means a device attached to the meter used to transmit meter readings.
- *budget payment plan* means the plan set out in Part 7 of these Rules;
- *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.C., 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*.

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- *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;
  - *minimum daily charge* means the minimum amount you must pay if you have *lines and equipment* installed and are able to receive *gas distribution service*. The amount of the *minimum daily charge* is specific to each rate class.
  - *our system* means our *gas distribution system*;
  - *permanent disconnection/permanently disconnected* means a *service site* where *utility services* have been *temporarily disconnected* for more than 12 months, where gas has been permanently turned off at the *service site* at your request, or for reasons identified in these Rules, whether *lines and equipment* have been physically removed or not.
  - *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, structure, or equipment we deliver gas to, or provide *gas distribution service* at, under the *service agreement*;
  - *temporary disconnection* means a *delivery point* where gas has been turned off at the *service site* for less than 12 months.
  - *unauthorized use* includes, but is not limited to, meter, pipeline or equipment tampering, unauthorized connection or reinstatement, theft, fraud, intentional or unintentional use of natural gas where the Company is denied full compensation for *utility service* provided.

- *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).

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## Part 12 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  
New Service Applications  
    Toll-Free .....1-866-986-5215  
    Direct.....1-780-980-4980

### 24-HOUR EMERGENCY

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

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

### Click Before You Dig!

#### Alberta One-Call

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