

18.6. Failure to Appoint a Third Arbitrator

If the arbitrators appointed by *AUI* and the *Retailer* have not, within fifteen (15) days after their appointment or the appointment of the arbitrator last appointed, as the case may be, appointed a third arbitrator, either *AUI* or the *Retailer* will be entitled to apply upon notice to the other party to a Justice of the Court of Queen's Bench of Alberta to appoint such an arbitrator.

18.7. Technical Competence

Any arbitrator appointed under the provisions of this Article whether by concurrence of *AUI* and the *Retailer*, by either party, by the arbitrators, or by a Justice of the Court of Queen's Bench of Alberta will, in the opinion of the persons making such appointment, be possessed of such technical or other qualifications as may be reasonably necessary to enable him to properly adjudicate upon the dispute or difference.

18.8. Compensation of Arbitrators

Each party will be responsible for the costs of the arbitrator appointed by it hereunder. The costs of the third arbitrator will be divided evenly between the parties.

18.9. Application of the Arbitration Act (Alberta)

Except as herein modified, the provisions of the *Arbitration Act, R.S.A., 2000, c. A-43*, as amended from time to time, will apply to any arbitration proceeding.

18.10. Decisions Binding

A decision of the single arbitrator or the majority of the three arbitrators named or appointed will be final and binding upon each of the parties to the dispute or difference.

18.11. Continuity of Service

All performance and payments requirements under these *Retailer Distribution Service Rules* by *AUI* and the *Retailer* will continue during the dispute resolution proceedings contemplated by this Article provided, in the case of any such proceedings pertaining to amounts payable under these *Retailer Distribution Service Rules*, any payments or reimbursements required as a result of the proceedings will be effective as of a date to be determined in such proceedings and interest will be paid on those amounts by the party required to make the payment or reimbursement on the amount at the rate specified from time to time in the *Residential Tenancies Act, R.S.A. 2000, c.R.-17*, but not less than 2.5% from the date so determined until paid.

ARTICLE 19 – Miscellaneous Matters

19.1. Retailer Distribution Service Rules Prevail

No representation or commitment inconsistent with these *Retailer Distribution Service Rules* has any effect unless approved by the *Commission*.

19.2. General Laws Apply

The *Retailer Distribution Service Rules* and the *Retailer Distribution Service Contract* are subject to all applicable present and future laws, rules, regulations and orders of any legislative body or duly instituted authority now or hereafter having jurisdiction. *AUI* will not violate, directly or indirectly, or become a party to a violation of any requirement of any applicable federal, provincial or local statute, regulation, bylaw, rule or order to provide *Retailer Distribution Service* to the *Retailer* (or a *Customer* of the *Retailer*). *AUI*'s obligation to provide *Retailer Distribution Service* is subject to the condition all requisite governmental and regulatory approvals for the provision of such *Retailer Distribution Service* will have been obtained and will be maintained in force during such period of *Retailer Distribution Service*.

19.3. No Waiver

The failure of either party to insist on strict performance of any provisions of these *Retailer Distribution Service Rules* or a *Retailer Distribution Service Contract*, or to take advantage of any of its rights hereunder, will not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which will remain in full force and effect. No term or condition of these *Retailer Distribution Service Rules* or a *Retailer Distribution Service Contract* will be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the party claimed to have waived or consented to excuse.

19.4. No Assignment

Neither *AUI* nor the *Retailer* may assign any of its rights or obligations under these *Retailer Distribution Service Rules* or the *Retailer Distribution Service Contract* without obtaining (a) any necessary regulatory approval(s); and (b) the prior written consent of the non-assigning party, which consent may not be unreasonably withheld. No assignment will relieve the assigning party of any of its obligations under these *Retailer Distribution Service Rules* or the *Retailer Distribution Service Contract* until such obligations have been assumed by the assignee. Any assignment in violation of this Article will be void. However, *AUI* may assign any or all of its rights and obligations under these *Retailer Distribution Service Rules* and the *Retailer Distribution Service Contract*, without the *Retailer*'s consent, to any entity succeeding to all, or substantially all, of the assets of *AUI*, if the assignee agrees, in writing, to be bound by the terms of the *Retailer Distribution Service Rules* and *Retailer Distribution Service Contract* and if any necessary regulatory approvals are obtained.

19.5. Applicable Laws

The *Retailer Distribution Service Rules* and the *Retailer Distribution Service Contract* between *AUI* and the *Retailer* will 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 *Retailer Distribution Service Rules* and the *Retailer Distribution Service Contract* will be brought in the courts of the Province of Alberta.

ARTICLE 20 – Notice

20.1. Notice in Writing

Unless otherwise stated herein, all notices, demands or requests required or permitted under these *Retailer Distribution Service Rules* or a *Retailer Distribution Service Contract* will be in writing and will be personally delivered or sent by courier-service or electronic transmission addressed as follows:

- (a) If to the *Retailer*, to the address and the addressee set out in the *Retailer Distribution Service Contract* between the *Retailer* and *AUI*.
- (b) If to *AUI* to:
 - AltaGas Utilities Inc.
 - 5509-45 Street,
 - Leduc, AB T9E 6T6
 - Attention: Director, Regulatory
 - Fax: (780) 986-5220

Notice received after the close of the *Business Day* will be deemed received on the next *Business Day*.

20.2. Delivery of Notice

- (1) Any notice may be given by mailing the same, postage prepaid, in an envelope properly addressed to the person to whom the notice is given and will be deemed to be received four (4) *Business Days* after the mailing of the notice.
- (2) Any notice may also be given by prepaid facsimile or other means of electronic transmission addressed to the person to whom such notice is given, at such person's address for notice and any such notice so served will be deemed to have been given one (1) *Business Day* after transmission.
- (3) Any notice may also be delivered by hand to the person, or his representative, to whom such notice is given at such person's address for notice and such notice will be deemed to have been given when received by such person or his representative.

- (4) Any notice may also be given by telephone followed immediately by letter, facsimile or other means of electronic transmission. Any notice so given will be deemed to have been given of the date and time of the telephone notice.

20.3. Disruption of Mail

In the event of disruption of regular mail, every payment will be delivered and every notice, demand, statement or bill will be given by one of the alternative means set out in this Article.

Schedule A – Imbalance Purchases/Sales Charges

1.0 Imbalance Window Percentage

The percentage used to calculate each *Retailer's Account Imbalance Window* is $\pm 4\%$.

2.0 Imbalance Windows

The daily *Imbalance Window* for each *Gas Day*, applicable to each *Retailer's Account Imbalance*, is based on the result of multiplying the *Retailer's* daily *Backcast* by the absolute value of the *Imbalance Window* percentage (*Imbalance Window* determinant):

- a) If the result is 0 (zero), the daily *Imbalance Window* quantity will be 0 *GJ*;
- b) If the result is greater than 0, and less than or equal to 50, the daily *Imbalance Window* quantity will be ± 50 *GJ*;
- c) If the result is greater than 50, and less than or equal to 100, the daily *Imbalance Window* quantity will be ± 100 *GJ*;
- d) If the result is greater than 100, and less than or equal to 150, the daily *Imbalance Window* quantity will be ± 150 *GJ*;
- e) If the result is greater than 150, and less than or equal to 200, the daily *Imbalance Window* quantity will be ± 200 *GJ*;
- f) If the result is greater than 200, the daily *Imbalance Window* quantity will be ± 400 *GJ*.

3.0 Imbalance Purchase/Sale Price

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

- a) For an *Imbalance Purchase*, the price used by *AUI* will be the lowest *Same Day Market* or *Yesterday Market* trade price occurring on the *NGX* for the *Gas Day*, as reported by the *NGX* as the "AECO "C" and N.I.T Same Day Price" and "NGX Alberta Yesterday Price" obtained from the *NGX* "Trading Reports" website.
- b) For an *Imbalance Sale*, the price used by *AUI* will be the highest *Same Day Market* or *Yesterday Market* trade price occurring on the *NGX* for the *Gas Day*, as reported by the *NGX* as the "AECO "C" and N.I.T Same Day Price" and "NGX Alberta Yesterday Price" obtained from the *NGX* "Trading Reports" website.

4.0 Change to Imbalance Window Percentage and Minimum Energy Imbalance Window

In the event *TCPL* determines its pipeline tolerance level needs be increased or decreased and as a result, the *TCPL* transmission balance zone is changed, *AUI* will revise the daily *Imbalance Window* as follows:

2020 Annual Performance-Based Regulation Rate Adjustment

AltaGas Utilities Inc.
Retailer Distribution Service Rules

TCPL Balance Zone		AUI Account Tolerance on TCPL		Imbalance Window Determinant > 0 and <= 50		Imbalance Window Determinant > 50 and <= 100		Imbalance Window Determinant > 100 and <= 150		Imbalance Window Determinant > 150 and <= 200		Imbalance Window Determinant > 200	
-4%	+4%	-2,000	2,000	-50	50	-100	100	-150	150	-200	200	-400	400
-3%	+4%	-1,500	2,000	-38	50	-75	100	-113	150	-150	200	-300	400
-2%	+4%	-1,000	2,000	-25	50	-50	100	-75	150	-100	200	-200	400
-1%	+4%	-500	2,000	-13	50	-25	100	-38	150	-50	200	-100	400
0%	+4%	0	2,000	0	50	0	100	0	150	0	200	0	400
-4%	+3%	-2,000	1,500	-50	38	-100	75	-150	113	-200	150	-400	300
-4%	+2%	-2,000	1,000	-50	25	-100	50	-150	75	-200	100	-400	200
-4%	+1%	-2,000	500	-50	13	-100	25	-150	38	-200	50	-400	100
-4%	0%	-2,000	0	-50	0	-100	0	-150	0	-200	0	-400	0

A change to the *Imbalance Window* as a result of a change in the *Imbalance Window* percentage and/or change in the *AUI* account tolerance on *TCPL* will be in effect for the same *Gas Days* as the corresponding *TCPL* Balance Zone change.