



Apex Utilities Inc.

2024 Interim Performance-Based Regulation Rate Adjustment

December 15, 2023

Alberta Utilities Commission

Decision 28583-D01-2023

Apex Utilities Inc.

2024 Interim Performance-Based Regulation Rate Adjustment

Proceeding 28583

December 15, 2023

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The Commission may, no later than 60 days from the date of this decision and without notice, correct typographical, spelling and calculation errors and other similar types of errors and post the corrected decision on its website.

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1 Decision

1. On October 4, 2023, the Alberta Utilities Commission issued Decision 27388-D01-2023,¹ which established the parameters of the third generation performance-based regulation (PBR3) plan for the four electric distribution utilities: ATCO Electric Ltd., FortisAlberta Inc., ENMAX Power Corporation, and EPCOR Distribution & Transmission Inc.; and two natural gas distribution utilities: ATCO Gas and Pipelines Ltd., and Apex Utilities Inc. in Alberta. The Commission directed Apex to file a compliance filing to that decision and to set PBR rates for 2024 in accordance with the established parameters of the PBR3 plan. On November 3, 2023, Apex filed the current application in response to this direction.

2. Normally, a PBR rate adjustment application is filed by September 10 of each year to allow for a sufficient review process to set rates effective January 1 of the following year. However, given the need to set out PBR3 parameters this year and the timing of the issuance of Decision 27388-D01-2023, Apex's current application was received well past the usual date for annual rate filings. In addition, the Commission has established a schedule in the current proceeding that allows for information requests (IRs) to be sent to and responses to be received from Apex. The Commission has therefore made provision for this interim rates decision to be issued with sufficient time to allow Apex to set prospective rates for January 1, 2024.

3. Based on the review of Apex's IR responses, with the exception of the Special Charges Schedule discussed below, the Commission is prepared to approve the 2024 rates and terms and conditions (T&Cs), adjusted per the IR responses, on an interim basis effective January 1, 2024. These rates and T&Cs are set out in appendixes 2 to 10 of this decision. The final approval of the 2024 tariff will be issued following the receipt of written reply arguments, currently scheduled for January 19, 2024.

4. The Commission has decided to approve interim rates because final PBR rates will not be in place before January 1, 2024, and interim rates promote short-term rate stability. Apex's rates will be trued up to reflect the final 2024 PBR rates once they are approved by the Commission.

5. The Commission has reviewed Apex's Special Charges Schedule and related IR responses and is not persuaded, for the purposes of setting the interim rates, to deviate from the previously established approach of increasing Apex's special charges by the I-X mechanism. The Commission considers that it is reasonable for Apex to escalate the currently approved special charges (i.e., for 2023) by the 2024 I-X for the purposes of setting interim rates.

¹ Decision 27388-D01-2023: 2024-2028 Performance-Based Regulation Plan for Alberta Electric and Gas Distribution Utilities, Proceeding 27388, October 4, 2023.

6. The Commission notes that Apex had already identified 2023 approved rates, 2023 proposed rates and the I-X escalator for calculating the proposed 2024 rates for special charges.² For regulatory efficiency, the Commission has adjusted Apex's calculations to determine the interim special charges based on 2023 approved rates and the 2024 I-X escalator. The interim special charges in the Commission-modified Special Charges Schedule, attached as [Appendix 10](#), is effective January 1, 2024.

2 Order

7. It is hereby ordered that:

- (1) Apex Utilities Inc.'s 2024 distribution rate schedules and rate riders, as set out in [Appendix 2](#) and [Appendix 3](#) to this decision, are approved on an interim basis, effective January 1, 2024. These rates will remain interim pending a final Commission decision.
- (2) Apex Utilities Inc.'s terms and conditions of service, including the Special Charges Schedule, set out in [Appendix 4](#), [Appendix 5](#), [Appendix 6](#), [Appendix 7](#), [Appendix 8](#), [Appendix 9](#) and [Appendix 10](#), are approved on an interim basis, effective January 1, 2024.

Dated on December 15, 2023.

Alberta Utilities Commission

(original signed by)

Kristi Sebalj
Vice-Chair

(original signed by)

Michael Arthur
Commission Member

² Exhibit 28583-X0039, APEX-AUC-2023NOV24-007b Attachment, Worksheet Schedule 2, Excel columns D, E, F and G.

Appendix 1 – Proceeding participants

Name of organization (abbreviation) Company name of counsel or representative
Apex Utilities Inc. (Apex)
Consumers' Coalition of Alberta
Office of the Utilities Consumer Advocate

Alberta Utilities Commission
Commission panel
K. Sebalj, Vice-Chair
M. Arthur, Commission Member
Commission staff
E. Chu
C. Robertshaw
S. Sharma

Appendix 2 – 2024 Rate Schedules

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Appendix 2 - 2024
Rate Schedules

(consists of 12 pages)

Appendix 3 – Apex Rate Riders

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Appendix 3 - Apex
Rate Riders

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Appendix 4 – General Conditions of Service

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Appendix 4 -
General Conditions
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Appendix 5 – Natural Gas Utility Service Rules

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Appendix 5 -
Natural Gas Utility S
(consists of 29 pages)

Appendix 6 – Retailer Distribution Service Rules

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Appendix 6 -
Retailer Distribution
(consists of 44 pages)

Appendix 7 – Retailer Distribution Service Contract

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Appendix 7 -
Retailer Distribution
(consists of 10 pages)

Appendix 8 – Producer Transportation Service Rules

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Appendix 8 -
Producer Transport
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Appendix 9 – Demand General Service Contract

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Appendix 9 -
Demand General Ser
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Appendix 10 – Special Charges Schedule

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Appendix 10 -
Special Charges Sch
(consists of 3 pages)

RATE 1	SMALL GENERAL SERVICE
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Description:

Available to all customers except those customers who do not purchase their total natural gas requirements from the Company or who utilize the Company's facilities only for standby, peaking, emergency, or irrigation services.

Distribution Charges:

Fixed Delivery	\$ 1.826 / Day
Variable Delivery	\$ 3.011 / GJ

Third Party Transportation

Rate Rider G

Default Supply Provider Charges:

Administration Fee	\$ 0.110 / Day
Gas Cost	Rate Rider D

The minimum daily charge will be the Fixed Delivery Charge and the Administration Fee.

EFFECTIVE DATE: January 1, 2024	REPLACING RATE EFFECTIVE: January 1, 2023 Decision 27685-D01-2022	Page 1 of 1 SGS
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Apex Utilities Inc.

RATE 2	LARGE GENERAL SERVICE (OPTIONAL)
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Description:

Available to all customers except those customers who do not purchase their total natural gas requirements from the Company or who utilize the Company's facilities only for standby, peaking, or emergency services.

Distribution Charges:

Fixed Delivery	\$ 25.028 / Day
Variable Delivery	\$ 1.976 / GJ

Third Party Transportation

Rate Rider G

Default Supply Provider Charges:

Administration Fee	\$ 0.110 / Day
Gas Cost	Rate Rider D

The minimum daily charge will be the Fixed Delivery Charge and the Administration Fee.

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Apex Utilities Inc.

RATE 3	DEMAND GENERAL SERVICE (OPTIONAL)
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Description:

Available to all customers except those customers who do not purchase their total natural gas requirements from the Company or who utilize the Company's facilities only for standby, peaking, or emergency services.

Distribution Charges:

Fixed Delivery	\$ 23.878 / Day
Variable Delivery	\$ 0.052 / GJ
Demand	\$ 0.434 / Day / GJ of Billing Demand

Third Party Transportation

Rate Rider G

Default Supply Provider Charges:

Administration Fee	\$ 0.110 / Day
Gas Cost	Rate Rider D

The minimum daily charge will be the Fixed Delivery Charge, Demand Charge, and the Administration Fee.

Determination of Billing Demand:

The Billing Demand shall be the greater of:

1. 100 GJ, or
2. The Contract Demand, or
3. The greatest amount of gas (GJ) delivered in any consecutive 24-hour period during the current and preceding eleven billing periods provided that the greatest amount of gas delivered in any 24 consecutive hours in the summer period (April 1 to October 31, inclusive) shall be divided by 2.

EFFECTIVE DATE: January 1, 2024	REPLACING RATE EFFECTIVE: January 1, 2023 Decision 27685-D01-2022	Page 1 of 1 DGS
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Apex Utilities Inc.

RATE 4	IRRIGATION PUMPING SERVICE (OPTIONAL)
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Description:

Available only to customers for the use of natural gas as a fuel for engines pumping irrigation water from **April 1 to October 31**, inclusive.

	April 1 to October 31
Distribution Charges:	
Fixed Delivery	\$ 5.288 / Day
Variable Delivery	\$ 1.713 / GJ
 Third Party Transportation	 Rate Rider G
 Default Supply Provider Charges:	
Administration Fee	\$ 0.110 / Day
Gas Cost	Rate Rider D

The minimum daily charge will be the Fixed Delivery Charge and the Administration Fee.

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Apex Utilities Inc.

RATE 6	STANDBY, PEAKING, AND EMERGENCY SERVICE
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Description:

Available only at the option of the Company.

Distribution Charges:

Fixed Delivery	\$ 23.878 / Day
Demand	\$ 0.434 / Day / GJ of Billing Demand

Third Party Transportation Rate Rider G

Default Supply Provider Charges:

Administration Fee	\$ 0.110 / Day
Gas Cost	1.3 times the Variable Delivery Charge of Rate 3 plus the greater of: a) 1.3 times the GCRR; or b) 1.3 times the actual cost of gas purchased

The minimum daily charge will be the Fixed Delivery Charge and the Demand Charge.

Determination of Billing Demand:

The Billing Demand shall be the greater of:

1. 100 GJ, or
2. The Contract Demand, or
3. The greatest amount of gas (GJ) delivered in any consecutive 24-hour period during the current and preceding eleven billing periods provided that the greatest amount of gas delivered in any 24 consecutive hours in the summer period (April 1 to October 31, inclusive) shall be divided by 2.

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Apex Utilities Inc.

RATE 10a	PRODUCER TRANSPORTATION SERVICE 'CLOSED RATE'
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Description:

Transportation service is available to the Rate 10a customer subject to the terms and conditions specified in the contract.

Charges:

	<u>1 Year</u>	<u>Term 2 Years</u>	<u>3 Years</u>
Fixed Delivery / Month	\$ 250.00	\$ 250.00	\$ 250.00
Demand Charge / GJ of Billing Demand / Month.....	\$ 1.418	\$ 1.333	\$ 1.248
Variable Delivery Charge / GJ	\$ 0.019	\$ 0.019	\$ 0.019

- a) The minimum monthly charge will be the fixed plus demand charge.
- b) The Company and customer shall determine receipt and delivery locations for transportation service by consultation and agreement.
- c) Service under Rate 10a is subject to available system capacity.
- d) The Company reserves the right to restrict the amount of gas received and delivered up to the Contract Demand.
- e) Billing demand will be the higher of contracted demand or the greatest amount of gas (GJ) transported in any consecutive 24-hour period, during the current or the previous 11 months.
- f) The rates do not include costs payable by the Customer for specific facilities at the point(s) of receipt or delivery provided by the Company for the Customer.

EFFECTIVE DATE: January 1, 2024	REPLACING RATE EFFECTIVE: January 1, 2023 Decision 27685-D01-2022	Page 1 of 1 PTS10a Closed Rate
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Apex Utilities Inc.

RATE 10c	PRODUCER TRANSPORTATION SERVICE 'CLOSED RATE'
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Description:

Transportation service is available to the Rate 10c customer subject to the terms and conditions specified in the contract.

Charges:

Demand Charge	\$ 0.020 / Day / GJ of Billing Demand
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EFFECTIVE DATE: January 1, 2024	REPLACING RATE EFFECTIVE: January 1, 2023 Decision 27685-D01-2022	Page 1 of 1 PTS10c Closed Rate
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Apex Utilities Inc.

RATE 11	SMALL GENERAL SERVICE FOR RETAILER
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Description:

Distribution service is available to retailers under contract for the delivery of retail supply.

Distribution Charges:

Fixed Delivery	\$ 1.826 / Day
Variable Delivery	\$ 3.011 / GJ

Third Party Transportation

Rate Rider G

The minimum daily charge will be the Fixed Delivery Charge.
 This service is not available for standby, peaking, or emergency services.

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Apex Utilities Inc.

RATE 12	LARGE GENERAL SERVICE (OPTIONAL) FOR RETAILER
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Description:

Distribution service is available to retailers under contract for the delivery of retail supply.

Distribution Charges:

Fixed Delivery	\$ 25.028 / Day
Variable Delivery	\$ 1.976 / GJ

Third Party Transportation

Rate Rider G

The minimum daily charge will be the Fixed Delivery Charge.
 This service is not available for standby, peaking, or emergency services.

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Apex Utilities Inc.

RATE 13	DEMAND GENERAL SERVICE (OPTIONAL) FOR RETAILER
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Description:

Distribution service is available to retailers under contract for the delivery of retail supply.

Distribution Charges:

Fixed Delivery	\$ 23.878 / Day
Variable Delivery	\$ 0.052 / GJ
Demand	\$ 0.434 / Day / GJ of Billing Demand

Third Party Transportation

Rate Rider G

The minimum daily charge will be the Fixed Delivery Charge and the Demand Charge. This service is not available for standby, peaking, or emergency services.

Determination of Billing Demand:

The Billing Demand shall be the greater of:

1. 100 GJ, or
2. The Contract Demand, or
3. The greatest amount of gas (GJ) delivered in any consecutive 24-hour period during the current and preceding eleven billing periods provided that the greatest amount of gas delivered in any 24 consecutive hours in the summer period (April 1 to October 31, inclusive) shall be divided by 2.

EFFECTIVE DATE: January 1, 2024	REPLACING RATE EFFECTIVE: January 1, 2023 Decision 27685-D01-2022	Page 1 of 1 DGS-R
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Apex Utilities Inc.

RATE 14	IRRIGATION PUMPING SERVICE (OPTIONAL) FOR RETAILER
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Description:

Distribution service is available to retailers under contract for the delivery of retail supply. Available to retailers only for the use of natural gas as a fuel for engines pumping irrigation water from April 1 to October 31, inclusive.

	April 1 to October 31
Distribution Charges:	
Fixed Delivery	\$ 5.288 / Day
Variable Delivery	\$ 1.713 / GJ
 Third Party Transportation	 Rate Rider G

The minimum daily charge will be the Fixed Delivery Charge.
 This service is not available for standby, peaking, or emergency services.

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RATE 30 SPECIAL CONTRACT	TRANSPORTATION SERVICE 'CLOSED RATE'
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Description:

Transportation service is available to the Rate 30 customer for the term and conditions specified in the contract.

Charges:

Fixed Delivery	\$ 250.00 / Month
Variable Delivery	\$ 0.230 / GJ

EFFECTIVE DATE: January 1, 2024	REPLACING RATE EFFECTIVE: January 1, 2023 Decision 27685-D01-2022	Page 1 of 1 TS-RT30 Closed Rate
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Apex Utilities Inc.

Apex Rate Riders

Rider	Description
Rider A - Franchise Fees	Franchise fees are paid to municipalities in consideration of the exclusive grant of a franchise and for the ability to put gas distribution facilities on land owned by the municipalities.
Rider B - Property Taxes and Municipal Fees	Property taxes and fees are levied by municipalities against Apex's land and buildings, linear property, machinery, and equipment or charged for services such as inspection and permitting related to construction work within the franchise area.
Rider C - Deemed Cost of Gas	Rider C is a deemed calculation used where municipalities calculate the franchise fee on both natural gas charges and delivery charges for customers being served by a competitive retailer. Rider C is necessary to ensure the franchise fee is charged in a fair way, whether a customer purchases gas through a competitive or default gas supply.
Rider D - Gas Cost Recovery	The gas cost recovery rate is the cost per gigajoule, approved by the AUC on a monthly basis, for the cost of natural gas provided to default supply customers, plus procurement costs, management fees, bad debt, penalty revenue, and/or carrying costs of cash working capital related to providing natural gas to its customers.
Rider E – Unaccounted-for Gas (Receipts)	Rate Rider E is used in calculating Rider D and Rider G. It is designed to allow Apex to recover its annual line losses and is approved on an annual basis by the AUC.
Rider F – Deficiency or Refund	Rider F is used to recover a deficiency or refund resulting from AUC Decisions.
Rider G - Third Party Transportation	Rider G is the cost per gigajoule, approved by the AUC on a monthly basis, for third party transportation costs incurred by Apex for transporting gas to customers on a third party's pipeline (e.g., TC Energy, ATCO Pipelines, municipal systems).
Rider H – Unaccounted-for Gas (Deliveries)	Rider H is used to facilitate gas settlement and balancing calculations consistent with Rule 028. This rider is necessary to ensure retailers' bear their share of UFG related to deliveries, consistent with Rule 028.
Rider L – Load Balancing Deferral Account	Rider L is used to capture the financial impact of the effect of retailers' account balances for deliveries and receipts on Apex's distribution system and to account for system balancing of transmission capacity on the TC Energy system. Rider L was developed to ensure compliance with Rule 028.

INTERIM GENERAL CONDITIONS OF SERVICE
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1. Apex Utilities Inc.'s (Apex) default rate tariff and distribution tariff are subject to change and approval by the Alberta Utilities Commission. Information about Apex's approved default rate and distribution tariffs is available on the Apex Utilities Inc. website at www.apexutilities.ca.
2. Service sites are subject to all applicable rate riders as approved by the Alberta Utilities Commission.
3. Service provided under a special contract is subject to the terms and conditions of that contract, unless the Alberta Utilities Commission orders a variance to those terms and conditions.
4. Apex requires at least one (1) month prior written notice for a customer-initiated request to transfer an account from one rate class to another (i.e. between Small General Service, Large General Service (Optional), or Demand General Service (Optional)). Apex may not make the transfer if associated changes in service requirements make it unreasonable to do so. There may be charges for additions or modifications to lines and equipment to accommodate a change in service requirements.
5. A service site using natural gas as a fuel for pumping irrigation water is restricted to the Irrigation Pumping Service rate class. Apex will not combine a residential or commercial service with an irrigation pumping service. An irrigation pumping service requires a separate meter and a separate account, and may, in some circumstances, require a separate service line.
6. An account will retain the same rate class in the event of a change in gas supply unless a rate class change is being performed pursuant to Part 6 of the Natural Gas Utility Service Rules.

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Apex Utilities Inc.



INTERIM NATURAL GAS UTILITY SERVICE RULES

Effective January 1, 2024

A Guide to These Rules

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Apex Utilities Inc. NATURAL GAS UTILITY SERVICE RULES

Part 1 What These Rules are About

We run the system that brings natural gas to you

- 1.1 We are Apex Utilities Inc. (Apex), 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

- 1.2 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.
- 1.3 Regardless of who you purchase your natural gas from, the delivery of the gas (your *gas distribution service*) is done by us.
- 1.4 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.
- 1.5 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

- 1.6 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

- 1.7 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.

- 1.8 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

- 1.9 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.
- 1.10 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

- 1.11 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

- 1.12 These Rules are available on our website at www.apexutilities.ca or may be requested by calling our General Inquiry number toll free at 1-866-222-2067.

Part 2 Signing Up for Gas Distribution Service

To start gas distribution service, you have to sign up

- 2.1 If you are a *default supply* customer and want us to start providing you with *gas distribution service*, you have to call us on our General Inquiry number toll free at 1-866-222-2067. We may not be able to provide *gas distribution service* until you sign an application or give us written confirmation you accept responsibility for an account with us.
- 2.2 If you are a *retail supply* customer, whether you or your *retailer* contacts us to set up *gas distribution service* 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 call our New Service Application Number at 1-866-986-5215 to discuss your requirements.
 - If no changes are required to meet your *service requirements*, your *retailer* may contact us on your behalf to set up *gas distribution service*.
- 2.3 We require you to tell us whether you are the owner of the *service site* or a tenant. If you are a tenant, we also require property owner/landlord information, and may require proof of tenancy, such as a copy of your lease agreement or a letter from the property owner/landlord.

Utility services, and all associated charges, automatically default to the property owner(s) if no one has signed up for service at a site they own

- 2.4 In circumstances where there is no customer registered for an active *service site*, then the property owner is deemed to be the customer of record and is liable for payment for all *utility services* provided until either the property owner contacts us to discontinue services or a new customer is enrolled at the *service site*. A property owner is not responsible for *utility services* to *service sites* located on oil and natural gas leases on their property if the property owner did not apply for those services.

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

- 2.5 Our ability to provide service will depend on your *service requirements* and whether our *lines and equipment* are set up to serve you.
- 2.6 For us to provide the right service and charge the correct rates, we will need some information when you 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.
- 2.7 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.

If updated information required for billing purposes is not provided, and we cannot bill you correctly, services may be stopped as per Part 9 of these Rules.

- a) If you are a *default supply* customer, you need to contact us. Please call our General Inquiry number toll free at 1-866-222-2067.
- b) If you are a *retail supply* customer, 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

- 2.8 A *service agreement* is in place as soon as we receive your request to provide *gas distribution 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*.
- 2.9 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.
- 2.10 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*.
- 2.11 You may be able to receive *gas distribution service* from *our system* without us

installing any new *lines and equipment*.

- 2.12 An account is required for all customers, both *default supply* and *retail supply*.

Special agreements may be required

- 2.13 Demand General Service (Optional) customers, whether they are *default supply* or *retail supply*, are required to enter into a Demand General Service Contract with us.
- 2.14 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

- 2.15 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

- 2.16 To serve you, we need some rights to access and use the land where we have *lines and equipment*.

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 do the work necessary 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.

- 2.17 In the event our *lines and equipment* are situated in a locked *service site* or *service land*, we may need to make arrangements with you to allow us access to these *lines and equipment*. We may charge a No Access Fee as per the Special Charges Schedule any time access is required by our employees, agents, or other representatives and access is prevented, hindered, or refused.

Part 3 Installing or Changing Your Gas Distribution Service

3.1 Connecting You to Our System

If the gas was turned off, we will charge you a Reconnection Fee to resume service

- 3.1.1 If your *service site* was temporarily disconnected from *our system*, you may be charged a Reconnection Fee when *gas service* is resumed. Please refer to Part 6.8 for charges associated with reconnecting to *our system* and when those charges will apply.

We perform all of the work on our system

- 3.1.2 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

- 3.1.3 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 will 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

- 3.1.4 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 have an outstanding amount owing on another account;
 - c) You made unauthorized alterations to our *lines and equipment*;
 - d) You do not make a proper application for service;
 - e) A previous customer at the *service site* had a history of non-payment and we have reasonable grounds to believe that the defaulting customer would continue to occupy the premises at the *service site*;
 - f) You refuse to sign any special agreement required for the type of service you need;
 - g) 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

- 3.1.5 We will schedule the installation of our *lines and equipment* after you have complied with our new service line application requirements and contribution requirements, have

acquired all necessary permits, inspections, and approvals, and we have accepted your application for *gas distribution service*.

The new service line application and instructions for completion can be found on our website at [Request a New Service Line](#).

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

- 3.1.6 We will try to install our *lines and equipment* as soon as all application requirements have been met, 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

- 3.1.7 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

- 3.1.8 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* 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 should advise us and we will try to resolve the issue. If you are not satisfied with the resolution, you can contact the *Commission*.

3.2 Placing the Lines and Equipment

We decide where to place the lines and equipment

- 3.2.1 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.
- 3.2.2 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

- 3.2.3 You may want the *lines and equipment* installed somewhere other than the location we have selected. We will only accept your proposal if we consider the location safe, serviceable, and accessible. 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

- 3.2.4 We will decide where the meter is located based on applicable gas codes, our design practice and system requirements.

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

- 3.2.5 Unless you make a special agreement with us, there is only one *delivery point* for your *service site*, and it 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 install them 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

- 3.3.1 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

- 3.3.2 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

- 3.3.3 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 on the Special Charges Schedule posted on our website at www.apexutilities.ca or by calling our General Inquiry number toll free at 1-866-222-2067.
- 3.3.4 We will calculate any required non-standard non-refundable contribution using the methods approved by the *Commission*. Our current method is described in our Special Charges Schedule.

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

- 3.3.5 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 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

- 3.3.6 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

- 3.3.7 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

- 3.3.8 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

- 3.3.9 If we determine an additional non-refundable or refundable contribution due to a change in our estimate of the cost of installing the *lines and equipment* is required, 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

- 3.3.10 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 and obtaining our permission to do so.
- 3.3.11 If you are currently a *default supply* customer, you can provide notice by calling our General Inquiry number toll free at 1-866-222-2067.
- 3.3.12 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.
- 3.3.13 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.
- 3.3.14 You must not change your *service requirements* until after we have given you our permission to do so. You are responsible for any damage to *our system* as a result of changing your *service requirements* without our permission.
- 3.3.15 If you change your *service requirements* beyond what was originally applied for without notifying us and obtaining our permission, the change may be treated as *unauthorized use* and the penalties identified in Part 10 of these Rules may be applied. *Gas services* may also be curtailed.

We may contact you about changes in service requirements

- 3.3.16 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 to change the location of the lines and equipment, you pay the costs

3.3.17 After the *lines and equipment* are installed, if you request to move any part of *our system* (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

4.1 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

4.2 We will maintain the *lines and equipment* we install, but you must take reasonable steps to protect them. In particular:

- You must contact Utility Safety Partners (Click Before You Dig) at least three full working days before you or anyone working for you does any excavation work on the *service land*. Contact information for Utility Safety Partners is provided at the end of these Rules. Even if their contact information changes, you must still contact Utility Safety Partners 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 or build 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 damages the *lines or equipment*.

If one of our *lines or equipment* is damaged, call us immediately from a safe location using our toll-free emergency phone number 1-866-222-2068. Alternatively, call 911 emergency services. 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.

4.3 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* making it difficult for us to maintain our *lines and equipment*. This includes, for example, placing a building (eg. garage, shop, shed,

etc.), building a deck, planting a tree, or digging a dugout, over or near the existing *lines and equipment*. If you place anything in the way of our existing *lines and equipment*, and we damage it trying to work on our *lines and equipment*, we are not responsible for the damage.

- 4.4 If you make changes to the *service land* or *service site* resulting in unsafe conditions or blocked access to our *lines and equipment*, you will be required to either remove the impediment at your own expense or pay us to move our *lines and equipment*. In addition to these costs, you will also be required to pay for any increases to the costs of operating, maintaining, or repairing the *lines and equipment* on your site. You may also be charged the No Access Fee as shown in the Special Charges Schedule.

We can enter when necessary and use force in an emergency

- 4.5 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 excavate and do any other work necessary to fix *our system*.
- 4.6 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

- 4.7 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, social media platforms 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

- 4.8 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

- 4.9 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.
- 4.10 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

- 5.1 Your bill will normally be based on an actual meter reading. If, for any reason an estimated meter reading is required, 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.

Meter Reading

- 5.2 We will determine the method of collecting meter readings.
- 5.3 We will read the meter monthly or as often as we think is reasonably necessary.
- 5.4 Where we have determined the meter reading method will be through an *automated meter reading device* and you refuse to allow installation of the device, you will be charged the Special Meter Reading Fee for each meter reading attempt as per the Special Charges Schedule. If no actual meter reading is obtained, estimated meter readings will be used for billing purposes.
- 5.5 If you request the removal of an *AMR device*, we will remove the device and bill you the appropriate fee as per the Special Charges Schedule. You will also be charged the Special Meter Reading Fee for each meter reading attempt as per the Special Charges Schedule. If no actual meter reading is obtained, estimated meter readings will be used for billing purposes.
- 5.6 In the event there is a discrepancy between the meter index (i.e. dials on face of the meter) and an *AMR device*, the meter index reading will be deemed to be correct.

You pay for special meter readings

- 5.7 If we are unable to read the meter during the normal meter reading cycle due to circumstances under your control, you will be charged a Special Meter Reading Fee. This Fee will be added to your bill each time a special reading of the meter is required and obtained.
- 5.8 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 Fee will apply.

If our lines and equipment are inaccessible you will be charged a No Access Fee

- 5.9 It is your responsibility to ensure we have safe and unobstructed access to our *lines and equipment*. If we cannot safely access our *lines and equipment* for any reason, we may charge you a No Access Fee, as set forth in the Special Charges Schedule

and updated from time to time.

- 5.10 The No Access Fee will be added to your bill each time we are scheduled to read the meter or perform routine maintenance on our *lines and equipment* and cannot gain safe access to them.
- 5.11 If we cannot safely access the *lines and equipment* for four or more consecutive months, we may discontinue *gas service*.

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

- 5.12 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 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

- 5.13 You or your *retailer* has the right, under the *Electricity and Gas Inspection Act (R.S.C., 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 the 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*.

You may request your historic usage information

- 5.14 Upon your request, we will provide your customer consumption usage information for the 12-month period prior to the date of the request, or for any shorter period we have collected usage information for you.
- 5.15 An agent or consultant, acting on your behalf, may request your customer usage information by obtaining and emailing a properly completed Consent for Release of Customer Information form signed by you. The form is available on our website at [Request Historical Customer Usage](#).
- 5.16 We will normally process usage requests within five (5) working days when received. If we cannot process the request within five (5) working days, we will notify you to provide an approximate delivery date.
- 5.17 The customer usage information will be provided to you once per calendar year, per site, at no cost. We reserve the right to assess a charge at actual cost for additional

requests for customer usage information within one year for the same customer at the same site.

Part 6 Service Charges

The Commission approves all our rates and charges

- 6.1 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 contact the *Commission*.
- 6.2 If you are a *retail supply* customer, the price you pay for natural gas is determined by your *retailer*, not by us or the *Commission*. If you have concerns with the price you are paying you must talk to your *retailer*.

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

- 6.3 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.
- 6.4 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

- 6.5 A *service site* using natural gas as a fuel for pumping irrigation water is restricted to the Irrigation Pumping Service rate class.
- 6.6 We will not combine a residential or commercial service with an irrigation pumping service. An irrigation pumping service requires a separate meter and a separate account, and in some cases, may also require a separate service line.

Demand General Service billing demands can change

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

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

- 6.8 If we temporarily turned your gas off because you or your *retailer* asked us to, or because you have not followed these Rules, or if the service was already turned off when you applied for service, you will have to pay a Reconnection Fee when gas to the *service site* is turned on. If *gas service* to the site was temporarily turned off for any other reason, the Reconnection Fee will not be charged. You are also required to

pay for other costs, such as costs to reinstall the meter and for 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

- 6.9 We do not charge a fee the first time we turn gas on at an irrigation pumping *service site* at the start of each irrigation season. Also, we do not charge to turn gas off at an irrigation pumping *service site* when each irrigation season ends. However, if you want your gas turned on or off at any other time for an irrigation pumping *service site*, we will charge the Irrigation Disconnection/Reconnection Fee as shown in the Special Charges Schedule.

Part 7 Paying Your Bills

Who you purchase your gas from will determine who bills you

- 7.1 If you are a *default supply* customer, we will directly bill you for *default supply* and *gas distribution service*.
- 7.2 If you are a *retail supply* customer, your *retailer* will bill you for our *gas distribution service*.

We bill you for contributions and alteration costs

- 7.3 We will bill you directly for all applicable charges, in accordance with Part 3 of these Rules, for installing or changing *lines and equipment* or altering the existing *gas distribution system*.

Payment terms depend on who bills you

- 7.4 The payment terms in Parts 7.5 to 7.10 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.

Customers may be eligible to join our budget billing plan

- 7.5 Our *budget billing plan* is available to most *default supply* customers. It is not available to you if you are served under our Irrigation Pumping Service, Demand General Service (Optional) rate classes, or if you are a *retail supply* customer.
- 7.6 You can join our *budget billing plan* at any time either by calling us toll free at 1-866-222-2067, or by using [Customer Advantage](#), our self-serve customer portal on our website.
- 7.7 No matter when you join the *budget billing plan*, you will need to pay any balance owing on your account before starting on the plan.

- 7.8 Your equal monthly payment will depend on when you join. Your *budget billing plan* amount is determined by averaging the billing history for the previous 12 months for the premise.
- 7.9 We may review your *budget billing plan* amount in the sixth (6) month of your *budget billing plan* term to determine if we need to adjust your monthly payment to reflect your usage patterns and ensure your settlement balance after 12 months is close to or equal to zero. If your *budget billing plan* amount changes, we will notify you on the seventh (7) month of your plan term.
- 7.10 Information regarding details of our *budget billing plan* is available under [Frequently Asked Questions](#) on our website or call us toll free at 1-866-222-2067.

Your participation in our plan will end on certain conditions

- 7.11 Your participation in our *budget billing 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

- 7.12 We will send you a bill every month. The due date for current charges is 21 days from the invoice 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.
- 7.13 If you lose or misplace your bill or do not receive a bill for any reason, it does not release you from your obligation to pay it on time and in full.
- 7.14 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

- 7.15 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 a percentage of the unpaid balance, including unpaid previous Late Payment Charges. The late payment percentage is included in the Special Charges Schedule.

We may correct a previous bill

- 7.16 If we determine 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

- 7.17 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.
- 7.18 We may also ask for a security deposit at any time after service has started if you do not have a *good payment history*, if we have had to turn your gas off for not paying your bill on time or for *unauthorized use* as defined in these Rules.
- 7.19 The amount of the security deposit will be 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 in our service area, we will require you to pay the debt no matter how old it is, before we will turn your gas on.
- 7.20 If you have caused, or permitted *unauthorized use*, the amount of any security deposit may be our estimate of up to six of your highest monthly bills in any 12-month billing period.

We can use your security deposit to pay your unpaid bills

- 7.21 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

- 7.22 We will pay interest on your security deposit when the deposit is returned or applied to your account. 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.

You pay if there are problems with your payments

- 7.23 If you pay us by cheque and the bank does not honour the cheque, we will charge you a Dishonoured Payment 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 amount of this charge is shown in the *Special Charges Schedule*.

We will not accept unusual forms of payment

- 7.24 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 may accept payment by credit card.

Part 8 Arranging Your Gas Supply

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

- 8.1 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.
- 8.2 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

- 8.3 If you plan to move to or from a *service site* on *our system* and you are a *default supply* customer, you must let us know at least two business days ahead of your move. To contact us, please call our toll free General Inquiry number 1-866-222-2067
- 8.4 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

- 8.5 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

- 8.6 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

- 8.7 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.
- 8.8 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. If there is a gap in dates, we will establish *default supply* service for you for the interim period.
- 8.9 If you are currently a *retail supply* customer and want to become a *default supply* customer, you must notify us and your *retailer*.

Disagreements about retailer services are between you and your retailer

- 8.10 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 or Restoring Utility Services or Gas Distribution Service

Stopping gas distribution service for an emergency

- 9.1 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 toll-free emergency phone number 1-866-222-2068. Alternatively, call 911 emergency services. Do not return to the site of the emergency or allow any non-emergency personnel to do so.

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

- 9.2 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 service* to that *service site*.
- 9.3 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.
- 9.4 *Utility service* 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*.
- 9.5 To provide notice to us, please call our toll-free General Inquiry number at 1-866-222-2067 or use the [Customer Advantage](#) self-serve portal on our website.
- 9.6 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 must notify either your retailer or us to stop taking gas distribution service

- 9.7 If you are a *retail supply* customer and want to stop receiving delivery of gas to your *service site*, you or your *retailer* will need to tell us to stop providing *gas distribution services* to that *service site*.
- 9.8 Whether you or your *retailer* contact 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 affecting our *lines and equipment*, you or your *retailer* must contact us directly. To provide notice to us, please call our toll free General Inquiry number at 1-866-222-2067.
- 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.
- If your *retailer* notifies us that they are ending their agreement with you, and there was no request to stop *gas distribution service*, we will create an account for *default supply service* under the same name provided to us by your *retailer*. If you no longer require *gas distribution service*, it is your responsibility to contact us directly.

9.9 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.

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

9.10 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.

If you want, we can turn your gas off temporarily

9.11 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.

A temporary disconnection can become a permanent disconnection

9.12 If you are temporarily disconnected for a period of twelve (12) months, we may transition your *service site* to a *permanent disconnection*.

9.13 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.

9.14 If you want us to restore *gas distribution service* to either a temporarily or *permanently disconnected service site*, refer to Parts 9.16-9.17 of these Rules.

You may request a permanent disconnection from our system

9.15 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.

- 9.16 If you want us to restore *utility service* or *gas distribution service* to a *temporarily disconnected service site*, we will assess the *lines and equipment* to ensure they are safe and you will have to pay the costs required to bring the service back into operation.
- 9.17 If you want us to restore *utility service* or *gas distribution service* to a *permanently disconnected 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

- 9.18 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

- 9.19 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.

- 9.20 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

- 9.21 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, our Retailer Distribution Service Rules, or certain *Commission* Rules.

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

- 9.22 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.

- 9.23 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.

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

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

- 9.25 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

- 9.26 When we notify you about stopping *utility service* or *gas distribution service* or terminating your *service agreement*, it can be by mail, 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

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

Continuous supply

- 9.28 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*.

Service Guarantee for Default Supply Customers

- 10.14 We will credit your account with us for \$150.00 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 \$150 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 mailbox, or home mailbox;
- 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.

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 billing plan* means the plan set out in Part 7 of these Rules;
- *Commission* means the Alberta Utilities Commission;
- *Customer Advantage* is our online billing and customer self-serve portal accessible on our [website](#);
- *default supply* means *gas services* provided by Apex 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 Apex 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 Apex 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* mean 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*;
 - *permanent disconnection/permanently disconnected* means a service site where gas has been permanently turned off, all *lines and equipment* have been physically removed or abandoned, and service cannot be reconnected. A *permanent disconnection* can occur at your request, or for reasons identified in these Rules;
 - *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* mean 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 *service site* where gas has been turned off, but *lines and equipment* are still installed, and the *service site* can be safely reconnected.;
 - *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)*.

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.

Apex 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.apexutilities.ca

Click Before You Dig!

Utility Energy Partners

Toll-Free 1-800-242-3447
Website..... 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



INTERIM RETAILER DISTRIBUTION SERVICE RULES

Effective: January 1, 2024

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ARTICLE 1 - CONTEXT

1.1 Application

These *Retailer Distribution Service Rules* are part of every *Retailer Distribution Service Contract* of Apex Utilities Inc. (*Apex*).

1.2 Relationships

These *Retailer Distribution Service Rules* govern the relationship between *Apex* and the *Retailer* or any *Agent* acting on behalf of the *Retailer*, and between *Apex* and the *Customer*. These *Retailer Distribution Service Rules* complement *Apex's Commission-approved Natural Gas Utility Service Rules*, are part of *Apex's Gas Distribution Tariff* and apply to every *Retailer* unless varied by an Order of, or agreement approved by, the *Commission*.

1.3 Customers and Agents

Where the *Customer* has appointed the *Retailer* to act on the *Customer's* behalf, the *Retailer* will act in place of the *Customer*. Notwithstanding the foregoing, where the *Retailer* requires *Apex* to bill for *Gas Distribution Service* separately, *Apex* reserves the right to bill the *Customer* directly and receive payments for *Gas Distribution Service* directly from the *Customer*. Under this arrangement, *Apex's Natural Gas Utility Service Rules* apply with respect to payment terms for the *Customer*.

ARTICLE 2 - DEFINITIONS

2.1 Definitions

The following words or terms, when used in these *Retailer Distribution Service Rules*, the *Rate Schedule* or in a *Retailer Distribution Service Contract* will, unless the context otherwise requires, have the following meanings:

“Account” means a record maintained by *Apex* containing receipts, deliveries, *Unaccounted-For Gas*, *Imbalance Purchases*, *Imbalance Sales* and adjustments applicable to each *Retailer* providing *Gas Services* to *Customers* served by the *Gas Distribution System*;

“Account Balancing” means the process of managing *Gas* receipts and/or *Gas* deliveries in an *Account* to keep the difference, net of adjustments, within the tolerance specified by the *Tolerance Zone*;

“Account on the Transmission System” means the account held by *Apex* on *TC Energy*;

“Act” means the *Gas Utilities Act – R.S.A. 2000 c.G-5*, as amended from time to time and any legislative enactment in substitution or replacement thereof;

“Agency Agreement” means an agreement between a *Retailer* and another party wherein the other party is appointed as *Agent* for that *Retailer*;

“Agent” means a person who, on behalf of a *Retailer* under an *Agency Agreement*, performs functions, including, but not limited to, *Retailer* transactions with *Apex*;

“Alberta Utilities Commission”, “AUC” or “Commission” means the *Alberta Utilities Commission* or its successor;

“Apex Utilities Inc.” or “Apex” means *Apex Utilities Inc.* or its successor;

“Apex Emergency Phone Number” means *Apex’s* Emergency Phone Number as provided on *Apex’s* website at www.apexutilities.ca ;

“Apex General Inquiry Phone Number” means *Apex’s* General Inquiry Phone Number as provided on *Apex’s* website at www.apexutilities.ca.

“Backcast” is an estimate of a *Retailer’s* aggregate and per site gas consumption near the end of the *gas day* using models, actual and forecast temperatures for a *gas day* and/or *automatic meter reading*;

“Business Day” means any day other than Saturday, Sunday, or a statutory holiday in Alberta, except for Easter Monday;

“Code of Conduct Regulation” means the *Code of Conduct Regulation, A.R. 58/2015*, as amended from time to time and any legislative enactment in substitution or replacement thereof;

“Consent for Release of Customer Information” means the form used to obtain historical usage information outside of *Rule 010*;

“Consumer” means a person who enters into a marketing contract to purchase less than 2,500 gigajoules of gas per year as defined in *the Energy Marketing and Residential Heat Sub-Metering Regulation, A.R. 246/2005*, as amended from time to time, and any legislative enactment in substitution or replacement thereof;

“Consumer Protection Act” means the *Consumer Protection Act, RSA 2000, C-26.3*, as amended from time to time;

“Customer” means a person, firm, partnership, corporation, or organization, served under Rates 11, 12, 13, or 14 pursuant to the *Rate Schedule*, consuming *Gas* in end-use at its location and is connected to the *Gas Distribution System*;

“Customer Billing Information” means the information required to be included in the *Customer’s* bill issued by the *Retailer* as required by the *Natural Gas Billing Regulation, A.R. 185/2003* and provided by *Apex*;

“Customer Information” means the information specified in Part 1(1)(e) of the *Code of Conduct Regulation*;

“Customer Usage Information” means historical *Gas* consumption information as specified in *Rule 010*;

“Day” means a period of twenty-four (24) consecutive hours;

“Defaulting Party” will have the meaning set out in Article 14;

“Final Settlement” means the final calculation of settlement (S3) performed for the settlement *Month*, as described in *Rule 028*;

“Forecast” refers to the estimate of a *Retailer’s* aggregate consumption for a *Gas Day*. The forecast may be F1, F2 or F3 as described in *Rule 028*;

“Gas” means all natural gas, both before and after it has been subjected to any treatment or process by absorption, purification, scrubbing or otherwise, and includes all fluid hydrocarbons;

“Gas Day” means a *Day* beginning at eight hours (08:00), Mountain Standard Time;

“Gas Distribution Service” means the service required to deliver *Gas* to a *Customer* by means of the *Gas Distribution System* and includes any services *Apex* is required to provide by the *Commission* or under the *Act* or regulations made thereunder;

“Gas Distribution System” means all facilities owned or used by *Apex* to deliver *Gas* to a *Customer* through a system of pipelines, works, plant and equipment that is primarily a low-pressure system, including, without limitation, valves, meters, regulators, and machinery;

“Gas Distribution Tariff” means *Apex’s* distribution tariff, including its rates, tolls, charges and terms and conditions of service approved by the *Commission*, as defined in the *Act*, and amended from time to time;

“Gas Services” as defined in the *Act* means:

- i. The *Gas* 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 specified Point(s) of Receipt on the *Gas Distribution System*;
 - e) Storage;
 - f) Billing, collection 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 Settlement” means Initial Monthly Settlement, Interim Settlement and/or Final Settlement as defined in *Rule 028*;

“GJ” means gigajoules or one billion (1,000,000,000) joules;

“Gross Heating Value” means the number of megajoules obtained from the combustion of a cubic metre of gas at a temperature of fifteen degrees Celsius (15°C), with the Gas free of water vapour, and at a pressure of 101.325 kPa absolute and with the products of combustion cooled to the initial temperature of the Gas and the water formed by the combustion condensed to the liquid state;

“Imbalance” means the difference between energy quantities of Gas received and Gas delivered, net of adjustments, in an *Account* each *Gas Day*;

“Imbalance Purchase” means the removal of an energy quantity outside the positive *Tolerance Zone* from the *Account Imbalance* and financial settlement of that quantity;

“Imbalance Sale” means the removal of an energy quantity outside the negative *Tolerance Zone* from the *Account Imbalance* and financial settlement of that quantity;

“Initial Monthly Settlement” means the first calculation of settlement (S1) performed for the settlement *Month*, as described in *Rule 028*;

“Intercontinental Exchange” means *Intercontinental Exchange, Inc.*, an electronic trading platform market participants may use for transactions related to, amongst others, Gas purchase or sale;

“Interim Settlement” means the second calculation of settlement (S2) performed for the settlement *Month*, as described in *Rule 028*;

“International System of Units” means a system of units based on the metric system and developed and refined by international convention especially for scientific work;

“J” or “joule” means the amount of work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force;

“kPa” means kilopascals of pressure gauge unless otherwise specified;

“Letter of Credit Default” means with respect to an outstanding letter of credit, the occurrence of any of the following events:

- (1) The issuer of the letter of credit ceases to be a *Qualified Institution*;
- (2) The issuer of the letter of credit fails to comply with or perform its obligations under such letter of credit and such failure continues after the lapse of any applicable grace period;
- (3) The issuer of such letter of credit disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of such letter of credit;
- (4) The letter of credit expires, terminates, or ceases to be in full force and effect at any time; or
- (5) Any party related to the issuance of such letter of credit or credit support provider is dissolved, becomes insolvent or is unable to pay its debts, or fails or admits in writing its inability generally to pay its debts as they become due, makes a general assignment, arrangement or composition with or for the benefit of its creditors, files a petition for itself or a petition is filed by a 3rd party under the *Bankruptcy and Insolvency Act* of Canada, the *Companies’ Creditors Arrangement Act*, or similar acts of other

forbearing jurisdictions.

“Load” means the amount of *Gas* delivered or required to be delivered at any specific point or points on the *Gas Distribution System*;

“LBDA” means Apex’s Load Balancing Deferral Account used to record certain revenues and expenses associated with load balancing the *Gas Distribution System*, including without limitation load balancing purchase/sales and *Imbalance Purchase/Sales*;

“Month” means a period beginning at eight hours (08:00), Mountain Standard Time, on the first *Day* of a calendar month and ending at eight hours (08:00), Mountain Standard Time, on the first *Day* of the next succeeding calendar month;

“Natural Gas Utility Service Rules” means the *Apex Natural Gas Utility Service Rules*, as amended by Apex and approved by the *Commission*, from time to time;

“NGX” means the Natural Gas Exchange Inc., an exchange for the trading and clearing of natural gas and electricity contracts operating in a North American Technology and Physical Clearing Alliance with *Intercontinental Exchange, Inc.*;

“Nomination” means an electronic request for *Gas* to flow at a *Point of Receipt* or a *Point of Delivery* at a specified rate of flow, commencing at a specified time; or, a specified quantity on a specified date(s);

“Non-Defaulting Party” has the meaning set out in Article 14;

“Notice of Non-Renewal” has the meaning set out in Article 11.2;

“Point of Delivery” for service by Apex to the *Customer*, means, unless otherwise specified in a *Retailer Distribution Service Contract* or other service agreement, the outlet side of a meter;

“Point of Receipt” means the point where the *Retailer* delivers *Gas* to the *Gas Distribution System* under the *Retailer Distribution Service Contract*. This is usually indicated by Apex’s acceptance of a receipt *Nomination* into the *Retailer’s Account*;

“Qualified Institution” means a Schedule I bank in Canada, a major U.S. commercial bank, or a foreign bank with a U.S. or Canadian branch office which is not the *Retailer* (or a subsidiary or affiliate of the *Retailer*) having assets of at least CAD 10 billion and with a credit rating of a least “A” by S&P Global Ratings (or an equivalent rating by a comparable credit rating service);

“R3 Regulation” means the *Roles, Relationships and Responsibilities Regulation, A.R. 186/2003*, as amended from time to time and any legislative enactment in substitution or replacement thereof;

“Rate Schedule” means the *Gas Distribution Tariff* rate schedule, including the general conditions of service, any applicable gas distribution service rates and any applicable rate riders and/or such other rate schedule(s) as may be approved for Apex by the *Commission*, from time to time;

“Retailer” means a person or company other than *Apex*, selling *Gas* and *Gas Services* directly to *Customers*, entitled to enrol *Customers* for that purpose within *Apex*’s service area, and meeting any prudential requirements set forth in in these *Retailer Distribution Service Rules*. The term *Retailer* includes *Self-Retailers* and *Agents*;

“Retailer Distribution Service Contract” means the *Retailer Distribution Service Contract* between *Apex* and the *Retailer*, including all attached *Rate Schedules* and these *Retailer Distribution Service Rules*;

“Retailer Distribution Service Rules” means the *Apex Retailer Distribution Service Rules*, as amended by *Apex* and approved by the *Commission*, from time to time;

“Retailer Handbook” means the guide prepared by *Apex* describing the business processes between *Apex* and the *Retailer* in relation to the provision of service under these *Retailer Distribution Service Rules* and *Rule 028*;

“Retailer Identification” means the 9-digit number uniquely representing each *Retailer* operating within Alberta;

“Retailer of Record” means the *Retailer* that *Apex* recognizes as serving a given *Site* for a given *Day*; ;

“Rider H” means the rate rider, expressed as a percentage of deliveries, approved by the *AUC*, and applicable to *Retailer’s Account* for the recovery in-kind of *Unaccounted-for Gas*;

“Rule 004” means *AUC Rule 004: Alberta Tariff Billing Code Rules*, as set by the *Commission* and amended from time to time;

“Rule 010” means *AUC Rule 010: Rules on Standards for Requesting and Exchanging Site-Specific Historic Usage Information for Retail Electricity and Natural Gas Markets*, as set by the *Commission* and amended from time to time;

“Rule 028” means *AUC Rule 028: Natural Gas Settlement System Code rules*, as set by the *Commission* and amended from time to time;

“Same Day Market” means the intra-Alberta *Gas* market generally available during trading hours on a calendar *Day* for transactions applicable to the *Gas Day* commencing on the same calendar *Day*;

“Self-Retailer” means a *Customer* carrying out *Retailer* functions to obtain *Gas* solely for its own use;

“Site” means a unique end-use *Point of Delivery*, being the finest level where settlement recognizes *Retailer* assignments and receives consumption data;

“Site ID” means a unique identification number assigned by *Apex* for each unique end-use *Point of Delivery*;

“Special Charges Schedule” means the *Apex Special Charges Schedule*, as amended by

Apex and approved by the *Commission*, from time to time;

“Specific Facilities” means those facilities installed by *Apex* for the benefit of the *Customer* and required to deliver *Gas*;

“TC Energy” means TC Energy Corporation, including NOVA Gas Transmission Ltd (NGTL) and its successor(s), a *Gas* transmission system;

“Tolerance Zone” means the range of *Imbalances* within an *Account* where it is considered to be in balance without action being taken to adjust receipts into or deliveries from that *Account*;

“Unaccounted-For Gas” means a *Retailer’s* share of *Apex’s* line loss, unaccounted-for gas and compressor fuel at the rate specified in *Rider H* of the *Rate Schedule*;

“Yesterday Market” means the intra-Alberta natural gas market, generally available during trading hours on a calendar *Day* for transactions applicable to the *Gas Day* commencing on the previous calendar *Day*.

2.2 Conflict

- (1) If there is any conflict between a provision expressly set out in an Order of the *AUC* and these *Retailer Distribution Service Rules*, the Order of the *AUC* will govern.
- (2) If there is any conflict between a provision expressly set out in these *Retailer Distribution Service Rules*, as may be amended from time to time, and a *Retailer Distribution Service Contract*, the express provision of these *Retailer Distribution Service Rules*, will govern, as of their effective date.

2.3 Interpretation

- (1) In the interpretation of the *Retailer Distribution Service Contract* or these *Retailer Distribution Service Rules*, words in the singular will be read and construed in the plural or words in the plural will be read and construed in the singular where the context so requires.
- (2) The headings used throughout the *Retailer Distribution Service Contract* or these *Retailer Distribution Service Rules* are inserted for reference only and are not to be considered or taken into account in construing the terms or provisions of any article, clause or schedule nor are they to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- (3) The definitions of all units of measurement and their prefixes used throughout the *Retailer Distribution Service Contract* or these *Retailer Distribution Service Rules* will be in accordance with the *International System of Units*.

ARTICLE 3 - GENERAL PROVISIONS

3.1 AUC Approval

These *Retailer Distribution Service Rules* have been approved by the AUC. The Company may amend these *Retailer Distribution Service Rules* by filing a notice of amendment with the AUC. Included in the notice to the AUC will be identification of the *Retailers* affected by the amendment and an explanation of how the affected *Retailers* will be notified of the amendments. Any amendment to the *Retailer Distribution Service Rules* will take effect 60 days after such notice is filed, unless the AUC otherwise directs.

3.2 Gas Distribution Tariff

The *Apex Gas Distribution Tariff* is available to the public on Apex's website at www.apexutilities.ca.

3.3 Effective Date

These *Retailer Distribution Service Rules* come into force as per the effective date shown on the cover page. Whenever Apex files notice of an amendment to these *Retailer Distribution Service Rules*, or when the AUC approves an amendment to these *Retailer Distribution Service Rules*, revisions will be posted to the Apex website, with the effective date of the amendments indicated thereon.

3.4 Waiver or Alteration

No agreement can provide for the waiver or alteration of any part of these *Retailer Distribution Service Rules* unless such agreement is first filed with, and approved by, the AUC.

3.5 Retailer Handbook

Apex has developed the *Retailer Handbook* to help *Retailers* and *Customers* understand the normal practices of Apex. The *Retailer Handbook* is available on Apex's website at www.apexutilities.ca. The *Retailer Handbook* will be updated, from time to time, to reflect industry changes, or the changing needs of *Retailers* and/or *Customers*. Apex is committed to follow practices in the *Retailer Handbook*. However, as these practices cannot cover every situation that may arise, it may be necessary to deviate from the *Retailer Handbook* in certain circumstances.

3.6 Ownership of the Gas Distribution System

- (1) Apex remains the owner of all segments of the *Gas Distribution System*, unless an agreement between Apex and the *Retailer* or *Customer* specifically provides otherwise.
- (2) Payment made by *Retailers* or *Customers* for costs incurred by Apex in installing any segment of the *Gas Distribution System* does not entitle *Retailers* or *Customers* to ownership of any such segment unless an agreement between Apex and the *Retailer* or *Customer* specifically provides otherwise.

3.7 New Gas Distribution System Segments, Specific Facilities and Service Additions

Apex reserves the right to communicate directly with the *Customer* in respect of any requests made by the *Customer*, or a party acting on its behalf, for the construction of new *Gas Distribution System* segments, *Specific Facilities*, or additional services as provided for in the *Natural Gas Billing Regulation, A.R. 185/2003*, and amended from time to time. Apex reserves the right to charge the *Customer* directly for any amounts required to be provided by the *Customer* under Apex's *Gas Distribution Tariff*.

3.8 Title or Interest in the Gas

Apex will not acquire any title or interest in the *Gas* being transported under the *Retailer Distribution Service Contract*.

3.9 Gas Under Apex Control

Gas delivered to Apex by the *Retailer* for *Gas Distribution Service* will be under the exclusive control of Apex from the time such *Gas* is accepted at the *Point of Receipt* until delivered to the *Point of Delivery*.

3.10 Apex Determines Routing

Apex does not dedicate the *Gas Distribution System* or any segment of the *Gas Distribution System for Gas Distribution Service* for the *Retailer* or the *Customer* and, accordingly, the routing and facilities used for *Gas Distribution Service* for the *Retailer* will be at Apex's discretion and may change from time to time.

3.11 Commingling or Exchange

In the course of transporting *Gas* through the *Gas Distribution System*, Apex may commingle or exchange *Gas* owned by, or transported for others.

3.12 Right to Transport

The *Retailer* covenants with Apex the *Retailer* has the right to transport all *Gas* delivered under the *Retailer Distribution Service Contract* to Apex at the *Point of Receipt*.

ARTICLE 4 - GENERAL OBLIGATIONS OF THE RETAILERS

4.1 Timeliness and Due Diligence

- (1) The *Retailer* is required to exercise due diligence and use reasonable efforts in meeting its obligations under these *Retailer Distribution Service Rules* and perform its obligations in a timely manner.
- (2) The *Retailer* must adhere to all credit, deposit and security requirements specified in these *Retailer Distribution Service Rules*.

- (3) The *Retailer* is required to make every reasonable effort to ensure the *Customer* is aware of the provisions of these *Retailer Distribution Service Rules*.

4.2 Arrangements with the Customer

Unless otherwise stated in these *Retailer Distribution Service Rules*, the *Retailer* will be solely responsible for having appropriate contractual or other arrangements with the *Customer* necessary to provide service to the *Customer*. *Apex* is not responsible for monitoring, reviewing, or enforcing such contracts or arrangements and is not liable for any loss, damages, cost, injury, expense, or other liability, whether direct, indirect, consequential, or special in nature, howsoever caused, as a result of the *Retailer's* failure to perform obligations to the *Customer*.

4.3 Responsibility for Gas Services

The *Retailer* will be solely responsible for the provision of *Gas Services*, including, without limitation, the purchase of *Gas* supply, delivery of such *Gas* to the *Point of Receipt* and arranging for *Gas Distribution Service* of such *Gas* to the *Point of Delivery* for the *Customer*, subject to these *Retailer Distribution Service Rules*.

4.4 Customer Authorization

The *Retailer* is responsible for obtaining the *Customer's* authorization to enrol the *Customer* for receipt of *Gas Distribution Service*. For the purpose of *Gas Services*, the *Retailer* is responsible for obtaining any consent required under the *Code of Conduct Regulation* and the *Personal Information Protection Act SA 2003 c. P-6.5*, as amended, or any similar or replacement legislation.

4.5 Retailer ID

Any information exchange or communications between the *Retailer* and *Apex* under these *Retailer Distribution Service Rules* must include the *Retailer ID*.

4.6 Single Retailer for Customers

Apex is not required to recognize and deal with more than one *Retailer* per *Customer* in respect of a *Point of Delivery* at any given time. Nothing in these *Retailer Distribution Service Rules* prohibits a *Customer* from entering into arrangements with multiple *Retailers* for a *Point of Delivery* provided a single *Retailer* is designated to be the *Customer's Retailer* for purposes of these *Retailer Distribution Service Rules*.

4.7 Fees and Other Charges

Apex will provide all standard services hereunder pursuant to *Apex's Gas Distribution Tariff*. All additional, supplementary, or extra non-discretionary services provided by *Apex* to a *Retailer* or *Customer*, where applicable, will be charged a separate rate or fee, such as those included, without limitation, in *Apex's Special Charges Schedule*. Payment for these services will be in accordance with the provisions of these *Retailer Distribution Service Rules*.

ARTICLE 5- CUSTOMER INQUIRIES AND CUSTOMER INFORMATION

5.1 Customer Inquiries

For *Customers* requesting information about retailer choice, *Apex* will direct them to the Utilities Consumer Advocate (UCA) where they may obtain such information. *Apex* is under no obligation to ensure the accuracy of any information provided by the UCA.

5.2 Customer Inquiries Related to Emergency, Outage, Safety and Environmental Situations

The *Retailer* must ensure *Customers* contacting the *Retailer* regarding distribution emergency conditions, outages, safety, or environmental situations related to the *Gas Distribution System* are immediately transferred to *Apex* using the *Apex Emergency Phone Number*. If the *Retailer* is unable to transfer a call to *Apex*, the *Retailer* will provide the *Apex Emergency Phone Number* to the *Customer*.

For continued quality customer care and for safety purposes, *Apex* may test or audit the time required by the *Retailer* to respond to such situations and communicate to the *Retailer* results considered by *Apex* to require corrective action by the *Retailer*.

5.3 Standard Requests for Customer Usage Information Pursuant to Rule 010

Requests for *Customer Usage Information* pursuant to *Rule 010* will be processed accordingly, provided *Apex* has received a Retailer Representation and Warranty Agreement signed by the *Retailer* in a form acceptable to *Apex*.

5.4 Providing Customer Information to Apex

The *Retailer* must notify *Apex* as promptly as reasonably practical of any changes to *Customer Information*, as *Apex* relies on this information to reasonably perform its *Gas Distribution Service* obligations to *Customers*. Such information will be provided in a form compliant with *Rule 028* and *Apex's Retailer Handbook*. *Apex* will not be liable for any loss, damages, cost, injury, expense, or other liability, whether direct, indirect, consequential, or special in nature, howsoever caused, as a result of the *Retailer's* failure to provide up-to-date and accurate *Customer Information* to *Apex*. *Apex* reserves the right to assess a charge at actual cost for additional processing work undertaken by *Apex* as a result of inaccurate *Customer Information* provided by the *Retailer*.

ARTICLE 6 – PROVISION OF SERVICE

6.1 Request for Service

When the *Retailer* requests *Gas Distribution Service* from *Apex*, *Apex* must inform the *Retailer* of the conditions to be satisfied before a *Retailer Distribution Service Contract* can be accepted and service commenced. The *Retailer* must provide any information *Apex* reasonably requires to assess the request. *Apex* may reject the request if the *Retailer* wants non-standard conditions or if facilities are not available to provide safe and reliable service.

6.2 Qualification for Service

The *Retailer* must fulfill the following requirements to the satisfaction of *Apex* before *Apex* will provide *Gas Distribution Service* to the *Retailer*:

- (1) To initiate the provision of *Gas Distribution Service*, the *Retailer* must complete and provide a *Retailer Distribution Service Contract* to *Apex*. Where practicable, a single *Retailer Distribution Service Contract* between *Apex* and the *Retailer* will be used to serve all *Customers* under Rates 11, 12 and 14;
- (2) Satisfy the credit requirements of *Apex* as set forth in these *Retailer Distribution Service Rules* and the *Natural Gas Billing Regulation, A.R. 185/2003*, as amended from time to time;
- (3) For *Retailers* providing *Gas Services* to *Consumers*, as defined in the *Energy Marketing and Residential Heat Sub-Metering Regulation, A.R. 246/2005*, a certified copy of the *Service Alberta Marketing of Gas* license must be provided;
- (4) For all the *Retailers* providing *Gas Services* to *Customers* using 2,500 GJ or more of gas per year, warrant in writing to *Apex* it will comply with the provisions of the *Consumer Protection Act*, and any regulations or policies made thereunder;
- (5) Warrant in writing to *Apex*, the *Retailer* will comply with the guidelines established in the *Retailer Handbook*;
- (6) Meet the compliance testing protocol of *Apex* in respect of information exchange, as set forth in the *Retailer Handbook*;
- (7) Meet any other requirements *Apex*, acting reasonably, may impose to provide *Gas Distribution Service* hereunder. If *Apex* determines additional requirements must be satisfied to qualify for *Gas Distribution Service*, the following process will apply:
 - (a) Where *Apex* is confronted with a situation it, in its sole discretion, considers would materially alter the risk to *Apex*, or where *Apex* must impose additional requirements to comply with applicable legislation, *Apex* may implement the additional requirement and then apply to the *Commission* for approval of same; or,
 - (b) Where *Apex* is not confronted with the circumstances outlined in (a) above, *Apex* will apply to the *Commission* for approval of the proposed additional requirement prior to implementing same.

6.3 Provision of Gas Distribution Service

Upon satisfaction of the requirements in Article 6.2, *Apex* will provide *Gas Distribution Service* to the *Retailer*, on behalf of the *Customer*, subject to these *Retailer Distribution Service Rules* and the *Natural Gas Utility Service Rules*. Subject to complying with all applicable laws, and the directions or requirements of any of those mentioned above, *Apex* reserves the right, upon giving the *Retailer* three (3) *Business Days'* notice, acting reasonably, to discontinue *Gas Distribution Service* to the *Retailer*, if at any time the

Retailer no longer fulfills the above requirements.

6.4 Application for Enrolment

- (1) To initiate the provision of *Gas Distribution Service* by *Apex*, the *Retailer* will complete and provide to *Apex* an enrolment for *Gas Distribution Service* in the form and manner set out in *Rule 028*. The *Retailer* will provide updated *Customer Information* with each enrolment.
- (2) Subject to the *Retailer* meeting the provisions of these *Retailer Distribution Service Rules*, *Apex* will accept an enrolment by the *Retailer* for provision of *Gas Distribution Service*. *Apex* reserves the right to verify the identity of the *Customer* and the accuracy of the *Customer Information*.
- (3) Upon receipt of a valid enrolment from the *Retailer* in the form and manner set out in *Rule 028*, *Apex* will recognize the *Retailer* as the *Retailer of Record* for that particular *Site*.
- (4) Enrolments will be processed by *Apex* in accordance with *Rule 028*.
- (5) *Apex* will normally estimate the meter reading for each *Customer* enrolled. If the *Retailer* requests a special off-cycle meter reading, *Apex* will make one attempt to read the meter and will assess a Special Meter Reading charge to the *Retailer*, as set forth in the *Special Charges Schedule*. If *Apex* cannot access the meter for a reading, *Apex* will estimate the meter reading and the *Customer* will be charged a *No Access Fee*.
- (6) If a *Retailer* finds it has enrolled a *Site* in error, the *Retailer* must notify *Apex* as soon as reasonably possible of the error in the manner indicated in *Rule 028*.
- (7) The *Retailer* will not be liable to *Apex* for any outstanding indebtedness of the *Customer* to *Apex* accruing prior to the *Retailer* receiving *Gas Distribution Service*.

ARTICLE 7 - FINANCIAL MATTERS

7.1 Retailer Pays Tariffs

- (1) The *Retailer* will pay *Apex* for those tariffs and charges set forth in the *Retailer Distribution Service Contract* as payable by the *Retailer*.
- (2) The *Retailer* will not be relieved by Force Majeure from the obligation to pay the charges set forth pursuant to this Article unless Force Majeure has been invoked by *Apex*.

7.2 Billing

Apex will bill the *Retailer* for *Gas Distribution Service* provided in accordance with *Rule 004* billing procedures set out as follows:

- (1) For the purpose of determining the variable amount to be billed by *Apex* and paid by the *Retailer* for the transportation of *Gas* under the *Retailer Distribution Service Contract*, the unit to be used will be gigajoules.
- (2) *Apex* will invoice the *Retailer* each billing cycle for *Gas Distribution Service* provided by *Apex* for the period prior to the billing cycle. *Apex* reserves the right to perform off-cycle billings.
- (3) *Apex* may include, in any statement, any adjustments to billings for prior Months. Neither *Apex*, nor the *Customer*, nor the *Retailer* will be entitled to interest on any adjustment.
- (4) *Apex* reserves the right to bill the *Customer* directly for any amounts required to be provided by the *Customer* for *Specific Facilities*.
- (5) The *Retailer* is required to provide the *Customer* with notification of an *Apex Gas Distribution Tariff* rate change in the billing envelope or through electronic billing at the time of the first charge to the *Customer* at the new rate. Notwithstanding the foregoing, *Apex* reserves the right to directly provide the *Customer* with information about its *Gas Distribution Tariff*. *Apex* also reserves the right to contact the *Customer* directly for comments and receive feedback about *Apex's Gas Distribution Service* and *Gas Distribution Tariff*.
- (6) *Apex* reserves the right to correct for errors in a previous statement.
- (7) The *Retailer* will process the *Customer* payments and handle collection responsibilities. *Apex* will not assume any billing or collection obligations or responsibilities for, or on behalf of, the *Retailer*. *Apex* may, at its sole discretion and in addition to any other remedies available to it, restrict enrolment or terminate *Gas Distribution Service* provided to the *Retailer* if the *Retailer* does not pay all outstanding amounts owed to *Apex*.

7.3 Payment

- (1) The *Retailer* will pay *Apex* on or before the 21st *Calendar Day* following the date on which the *Retailer* was invoiced.
- (2) *Apex* will invoice, and the *Retailer* will pay, the monthly net *Imbalance Sale* amount, if any, on or before the due date as shown on the invoice.
- (3) *Apex* will establish an electronic billing and payment procedure for the payment of services hereunder. Notwithstanding, *Apex* will accept payment by cash, cheque or electronic funds transfer drawn in *Apex's* favour if agreed to by *Apex*.
- (4) An Electronic Payment Transfer Agreement is included in the *Retailer Handbook* and sets forth the terms and conditions for making payments and providing remittance information electronically.
- (5) The *Retailer* will pay all amounts owed to *Apex* for any of the *Gas Distribution Services* provided by *Apex* regardless of whether the *Customer* has paid the

Retailer.

- (6) Failure to receive a bill does not release the *Retailer* from the obligation to pay the amount owing for any of the *Gas Distribution Services* provided by *Apex*.

7.4 Unpaid Bills

- (1) If the *Retailer* defaults or is late in paying charges, subject to 7.4.3(d) below, *Apex* will provide the *Retailer* notice as required in 7.4.3(a) below. *Apex* will be entitled to draw on the credit facility of the *Retailer* if the *Retailer's* arrears are not paid within three (3) *Business Days* after the date of the notice. The *Retailer* must provide an additional deposit to replace the funds drawn down because of the default or late payment.
- (2) *Apex* will assess the *Retailer* a late payment charge for any overdue amount, including previous late payment charges. The late payment percentage is set out in the *Special Charges Schedule*. Any payments will first be applied to unpaid balances.
- (3) If the *Retailer* defaults in its payments:
 - (a) *Apex* must provide the *Retailer* with a notice in writing stating the *Retailer* is in default in its payments to *Apex* under these *Retailer Distribution Service Rules* and advising the *Retailer* *Apex* may make a claim against the *Retailer's* security if the arrears are not paid within three (3) *Business Days* after the date of the notice;
 - (b) If, after the expiry of the period set out in (3)(a) above, the *Retailer's* arrears remain unpaid, *Apex* may make a claim against the *Retailer's* security to cover the arrears;
 - (c) If the *Retailer* has provided security in the form of a financial deposit, *Apex* may deduct from that deposit the amount of the unpaid arrears; and
 - (d) If, in the opinion of *Apex*, the giving of notice in accordance with (3)(a) above would impair *Apex's* ability to make a claim against the *Retailer's* security or to deduct the unpaid arrears from the *Retailer's* financial deposit, *Apex* may make the claim or deduct the unpaid arrears without notice.
- (4) *Apex* may, at its sole discretion and in addition to any other remedies available to it, restrict enrolment or terminate *Gas Distribution Service* to the *Retailer*, if such *Retailer* does not pay all outstanding bills in accordance with these *Retailer Distribution Service Rules*.

7.5 Unauthorized Use

Where *Apex* determines there has been unauthorized use of *Gas Distribution Service* or the *Gas Distribution System*, including, but not limited to, meter or equipment tampering, unauthorized connection or reconnection, theft, or fraud, whereby *Apex* is denied full

compensation for *Gas Distribution Services* provided, *Apex* will bill the *Retailer* for *Apex's* estimated *Gas Distribution Service* charges for such unauthorized use. *Apex* reserves the right to bill the *Retailer* for repairs of damage or reconstruction of *Apex's Gas Distribution System*. Nothing in this Article will limit any other rights or remedies *Apex* may have in connection with such unauthorized use.

7.6 Disputes

- (1) In the event the *Retailer* disputes any amount owing, the *Retailer* will nevertheless pay to *Apex* the full disputed amount when payment is due and subject the dispute for resolution in accordance with these *Retailer Distribution Service Rules*. Following resolution of any such dispute pursuant to Article 18 – Dispute Resolution, *Apex* will return any amount found owing to the *Retailer*.
- (2) The right or ability of the *Retailer* to dispute a charge for service provided under the *Retailer Distribution Service Contract* or these *Retailer Distribution Service Rules* will only apply to requests in writing and are limited to charges rendered up to two (2) years prior to the date of written notice of the dispute. *Apex* reserves the right to assess a charge to the *Retailer* for administration of a billing dispute raised by the *Retailer* in circumstances where *Apex* is not responsible for any error.

7.7 Failure to Pay

In the event the *Retailer* fails to pay the full amount of any statement within sixty (60) *Days* after payment is due, *Apex*, in addition to any other remedy it may have, may suspend *Gas Distribution Service* provided to the *Retailer* (upon 48 hours written notice) until full payment is made and such suspension will not terminate or otherwise affect the *Retailer's* obligations to *Apex*.

ARTICLE 8 - GAS DISTRIBUTION SERVICE INTERRUPTION

8.1 Continuous Supply

The Company will make all reasonable efforts to maintain a continuous *Gas* supply to the *Retailer's Customers*, but *Apex* cannot guarantee an uninterrupted *Gas* supply.

8.2 Interruption

Without liability of any kind to *Apex*, *Apex* will have the right to disconnect or otherwise curtail, interrupt, or reduce service to the *Retailer* (and the *Retailer's Customers*):

- (1) whenever *Apex* reasonably determines such a disconnection, curtailment, interruption or reduction is necessary to facilitate construction, installation, maintenance, repair, replacement or inspection of any segment of the *Gas Distribution System*;
- (2) to maintain the safety and reliability of the *Gas Distribution System*; or,
- (3) due to any other reason related to dangerous or hazardous circumstances

including emergencies, forced outages, potential overloading of the *Gas Distribution System* or Force Majeure.

8.3 Reasonable Efforts

Apex will use reasonable efforts to minimize any scheduled curtailment, interruption, or reduction to the extent reasonably practicable under the circumstances, to provide the *Customer* with prior notification of any such curtailment, interruption, or reduction to the extent reasonably practicable, and to resume *Gas Distribution Service* as promptly as reasonably practicable.

ARTICLE 9 - DISCONTINUANCE OF GAS DISTRIBUTION SERVICE

This Article, as amended from time to time, specifies the processes for the transactions between Apex and the *Retailer* in relation to de-enrolment of a *Site*, including, without limitation, the circumstances when the *Retailer* chooses to discontinue *Gas Distribution Service* for the *Customer*, as set forth in Article 9.1 of these *Retailer Distribution Service Rules* or when Apex discontinues *Gas Distribution Service* to the *Retailer*, as set forth in Article 9.2.

9.1 Discontinuance by the Retailer

- (1) To discontinue *Gas Distribution Service*, the *Retailer* must provide Apex with an electronic notice of de-enrolment in accordance with *Rule 028*.
- (2) In accordance with Article 12 of these *Retailer Distribution Service Rules*, Apex will obtain meter reads on a monthly basis. If Apex does not obtain an actual read at the time of the de-enrolment, Apex will estimate a meter read. At the request of the *Retailer*, Apex will obtain an actual off-cycle meter read and assess a charge to the *Retailer* as set forth in the *Special Charges Schedule*.
- (3) Apex will accept or reject the *Retailer's* de-enrolment in accordance with *Rule 028*.
- (4) Notwithstanding the *Retailer's* responsibilities to provide updated *Customer Information* pursuant to Article 5 – *Customer Inquiries* and *Customer Information*, **the *Retailer* must update *Customer Information* upon notice of de-enrolment as per *Rule 028*.**
- (5) The *Retailer* will provide Apex with updated *Customer Information* pursuant to Article 5.
- (6) The *Retailer* is responsible to ensure the *Customer* is provided notice of the de-enrolment and the consequences of such de-enrolment, including the fact Apex will not be held liable for any disputes as between the *Customer* and the *Retailer*.
- (7) Upon receipt of a successful de-enrolment from a *Retailer* in the form and manner set out in *Rule 028*, and if the *Site* is not subsequently enrolled by a replacement *Retailer* within the period set out in *Rule 028*, the *Site* will be enrolled for default supply *Gas Service*.

- (8) The *Retailer* will remain responsible for *Gas Services* to the *Site* until a replacement *Retailer* is enrolled for the *Site*, a de-enrolment from the current *Retailer* processed, default supply *Gas Service* is in place for the *Site*, or the *Site* is permanently disconnected, whichever is earlier.
- (9) The *Retailer* may revoke a notification to de-enrol a *Site* as set out in *Rule 028*.

9.2 Discontinuance by Apex

- (1) *Apex* may discontinue or restrict *Gas Distribution Service* to the *Retailer* if any of the following occur:
- (a) The *Retailer* fails to meet its obligations under these Retailer Distribution Service Rules or the Retailer Distribution Service Contract with Apex;
 - (b) The *Retailer* fails to meet its prudential requirements pursuant to Article 11; or
 - (c) The *Retailer's* license is revoked by Alberta Government Services or another responsible authority.
- (2) Notification of discontinuance will be made electronically to the *Retailer*. *Apex* will provide the *Retailer* three (3) *Business Days'* notice before *Apex* discontinues *Gas Distribution Service* to the *Retailer*. Upon discontinuance of *Gas Distribution Service* to the *Retailer* pursuant to this Article, *Apex* will assume provision of the affected service it is reasonably capable of providing.

ARTICLE 10 - SERVICE DISCONNECTS AND RECONNECT

This Article, as amended from time to time, specifies the processes for the transactions between *Apex* and the *Retailer* in relation to the physical disconnect of a *Site*.

10.1 Disconnection of Service

- (1) Disconnection by *Apex*
- (a) *Apex* reserves the right to temporarily or permanently disconnect the *Customer* from the *Gas Distribution System* in a number of circumstances, including, but not limited to, evidence of safety violations, energy theft or fraud by the *Customer*, threats or harassment made against employees or agents of *Apex*, failure to provide access to the *service site* for meter readings or other necessary work or any other failure by the *Customer* to meet its obligations under the *Natural Gas Utility Service Rules* or *Retailer Distribution Service Rules*.
 - (b) If the disconnect is a result of a safety violation, *Apex* will reconnect the service only after the safety problem is resolved and the *Customer* has provided or paid *Apex's* costs of providing such devices or equipment as may be necessary to resolve such safety problem and to prevent such

damage, interference, or disturbance. *Apex* may assess a Reconnection Fee as set forth in the *Special Charges Schedule*.

- (2) Disconnection at Request of the *Retailer*
 - (a) In accordance with the *R3 Regulation*, the *Retailer* will have the right to request *Apex* disconnect *Gas Distribution Service* to a *Site* where the *Retailer* is the *Retailer of Record*. *Apex* will process such requests in accordance with *Rule 028*.
 - (b) The *Retailer* will remain responsible for all *Gas Services* to the *Site* until *Apex* has completed the disconnection.
 - (c) *Apex* reserves the right to assess charges to the *Retailer* to disconnect *Gas Distribution Service* or attempt to disconnect service to the *Customer* at actual cost, including, but not limited to, direct labour, materials, services and equipment, plus applicable overheads.
 - (d) *Apex* will notify the *Retailer* if a disconnect request was not successfully completed and include the reason why it was not successfully completed. If the *Retailer* still requires the *Customer* to be disconnected, the *Retailer* must re-issue a disconnect request.
 - (e) *Apex* will not be liable to any person for any damages, cost, expense, injury, loss, or other liability of any kind, whatsoever or however caused, resulting directly or indirectly from its good faith performance of its responsibilities under the provisions of this Article.
- (3) Disconnects Affecting Lines and Equipment
 - a) If the purpose of a disconnection can be reasonably expected to affect the *Gas Distribution System*, the *Customer* is expected to notify *Apex* of the *Customer's* plans prior to the disconnection. The *Retailer* will provide the *Customer* with the *Apex General Inquiry Phone Number*. Such purposes include, but are not limited to, relocation of *lines and equipment*, *service site* renovations, *service site* demolition and permanent stoppage in the use of *Gas*.

10.2 Reconnect Service

Before reconnecting or restoring service to a *Site*:

- a) Reconnection of service to a *Site* that is de-energized or disconnected requires an energize request from a *Retailer*.
- b) The *Retailer* or *Customer* must comply with *Apex's* Natural Gas Utility Service Rules and these Retailer Distribution Service Rules.
- c) *Apex* reserves the right to assess, in accordance with these *Retailer Distribution Service Rules* and the *Natural Gas Utility Service Rules*, a Reconnection Fee and

any other applicable charges set forth in the *Special Charges Schedule*.

ARTICLE 11 - PRUDENTIAL REQUIREMENTS

In circumstances where the *Retailer* has multiple *Retailer Identification* numbers, the review, setting and maintaining of prudential requirements will be based on the *Retailer* Business Function Identification code as defined in *Rule 028*.

11.1 Setting of Prudential Requirements

The *Retailer* must fulfill the requirements set forth in this Article to the satisfaction of *Apex* before *Apex* will provide *Gas Distribution Service* to the *Retailer*.

- (1) Subject to review and reassessment of the prudential requirements of the *Retailer* by *Apex*, from time to time, the *Retailer* is required to meet and maintain such financial and other prudential requirements as set out in the *Natural Gas Billing Regulation, A.R. 185/2003*, to ensure the *Retailer* is, and remains, of sufficient financial standing to meet its ongoing financial obligations.
- (2) *Apex* will confirm the credit rating of the *Retailer*, affiliate or person guaranteeing the financial obligation of the *Retailer*. The credit rating will mean the bond rating according to Standard and Poor's Bond Rating Service or an equivalent bond rating from Dominion Bond Rating Service or Moody's Investors Service.

The minimum credit rating qualifying a *Retailer* for a reduction in security or allowing a person to provide an irrevocable guarantee of the *Retailer's* financial obligation is BBB-, as set out in section 6(3) of the *Natural Gas Billing Regulation A.R. 185/2003*, as amended from time to time.

If the *Retailer* has obtained more than one credit rating, the lowest credit rating will be used in the assessment.

- (3) Subject to review and reassessment, *Apex* will determine the amount of the security reduction available for each *Retailer*, and the maximum amount of any guarantee required from the person guaranteeing the financial obligations of the *Retailer*, subject to sections 5, 6 and 7 of the *Natural Gas Billing Regulation, A.R. 185/2003*, as amended from time to time. *Apex* will notify the *Retailer* of its security requirement within 20 (twenty) *Business Days* from the receipt of the *Retailer's* complete application for service.
- (4) For purposes of calculating the amount of the *Retailer's* security deposit pursuant to section 5(2) of the *Natural Gas Billing Regulation, A.R. 185/2003*, the *Retailer* must project its payments under *Apex's Rate Schedule* over a period equal to the lesser of (A) 45 days, or (B) the total of (i) 20 days, plus (ii) the number of days between consecutive bills issued by *Apex* to the *Retailer*, plus (iii) the number of days from the issuance of a bill by *Apex* until payment is due from the *Retailer*.
- (5) For the purposes of calculating the amount of the *Retailer's* security deposit required, the *Retailer* will add an additional 20 days of projected payments (the

Load Balancing Security) under *Apex's Rate Schedule* to the amount of security deposit required under the *Natural Gas Billing Regulation A.R. 185/2003*, as amended from time to time as identified in part (4) above, which will serve as separate security in respect of any *Imbalance Sales Apex* may be required to charge the *Retailer* in order to balance *Retailer's Account*.

- (6) For the purposes of calculating the amount of the *Retailer's* annual prudential required, the *Retailer* will add any additional projected payments *Apex* is required to remit on behalf of the *Retailer's customers* related to any carbon-related tax, fee, or levy enacted by a governmental authority, which shall serve as security in respect of any additional payments that *Apex* is required to remit to any governmental authority on behalf of the *Retailer's customers*.
- (7) Subject to section 6 of the *Natural Gas Billing Regulation, A.R., 185/2003*, as amended from time to time, the *Retailer* will provide security in the manner set out in the *Retailer Handbook*, in the form of a financial deposit, a bond, an irrevocable letter of credit from a financial institution acceptable to *Apex*, or an irrevocable guarantee. An irrevocable guarantee may only be provided from a person(s) acceptable to *Apex*, other than the *Retailer*, with a qualifying credit rating.

11.2 Maintaining Prudential Requirements

- (1) If the *Retailer's* actual outstanding charges under *Apex's Rate Schedule* are materially greater than the value projected by the *Retailer* under Article 11.1 of these *Retailer Distribution Service Rules*, *Apex* will update the projection and, if additional security is required based on the updated projection, require the *Retailer* to provide additional security within five (5) *Business Days* of *Apex's* request.
- (2) *Apex* requires *Retailers* to report any downgrading of their corporate bond rating to *Apex* within two (2) *Business Days* of said rating revisions, and must provide any additional security required as a result of the downgrading within five (5) *Business Days* of the downgrading.
- (3) A *Retailer* may also advise *Apex* of any upgrading of its credit rating. If the amount of security required from the *Retailer* is reduced as a result of the upgraded credit rating, *Apex* will return any financial deposit no longer required within 20 *Business Days* of being advised by the *Retailer* of the upgraded credit rating.
- (4) Subject to Article 7 of these *Retailer Distribution Service Rules*, if the *Retailer* fails to pay any amount billed, the *Retailer* grants to *Apex* a right of setoff for any amounts payable. *Apex* will apply all or any portion of the *Retailer's* security deposit to the unpaid amount. The *Retailer* will then be required to replenish the security deposit within five (5) *Business Days*.
- (5) Subject to Articles 7 and 11 of these *Retailer Distribution Service Rules*, if the *Retailer* fails to pay any amount billed or fails to present additional security as outlined herein, *Apex* reserves the right to suspend the provision of additional *Gas Distribution Service* to the *Retailer* or discontinue *Gas Distribution Service* entirely to the *Retailer*. *Apex* will provide the *Retailer* notice of discontinuance three (3) *Business Days* before *Apex* discontinues *Gas Distribution Service* to the *Retailer*.

Upon discontinuance of *Gas Distribution Service* to the *Retailer* pursuant to this Article, *Apex* will assume the provision of the affected service *Apex* is reasonably capable of providing.

- (6) A *Retailer* required to provide security in accordance with the *Natural Gas Billing Regulation, A.R. 185/2003* and these *Retailer Distribution Service Rules* must maintain that amount of security until all obligations of the *Retailer* under *Apex's Gas Distribution Tariff* are satisfied. A *Retailer* providing security, other than by means of a cash deposit held by *Apex*, must either ensure its security has no expiry date and cannot be terminated or must, at all times, ensure its security is automatically extended from year to year for successive periods of a minimum of one year from any expiration date thereof, unless *Apex* is notified in writing by prepaid registered mail not less than thirty (30) Days prior to any expiration date, the security will not be renewed for any such additional period (*Notice of Non-Renewal*). A *Retailer* who provides security other than a cash deposit, must ensure that its security is executable from an intermediary bank branch or office with a drawing location in Leduc or Edmonton, Alberta.
- (7) Upon receipt of a *Notice of Non-Renewal* or in the event of a *Letter of Credit Default*, *Apex* will notify the *Retailer in writing*, advising the *Retailer* that failure to provide *Apex* with alternate security meeting the requirements set out in the *Natural Gas Billing Regulation, A.R. 185/2003* within three (3) *Business Days* after the date of the notice will constitute a breach of the *Retailer's* obligation to maintain its security in accordance with section 8 of the *Natural Gas Billing Regulation, A.R. 185/2003* and an event of default under Article 14 of these *Retailer Distribution Service Rules*. If, after three (3) *Business Days*, *Apex* is not in receipt of such alternate security, the full amount of the *Retailer's* security determined in accordance with Article 11 of these *Retailer Distribution Service Rules* will become due and payable to *Apex* and *Apex* will be entitled to make demand or claim against the *Retailer's* security in accordance with Article 14.3.
- (8) In the event of a default by the *Retailer*, *Apex* is entitled to recover, as part of the *Gas Distribution Tariff*, any costs not covered by a claim against the *Retailer's* security under section 9 of the *Natural Gas Billing Regulation A.R. 185/2003*, as amended from time to time.

11.3 Confidentiality

All information provided by the *Retailer* in relation to its financial standing and designated by the *Retailer* as confidential will be treated as such under the Confidentiality Agreement between the *Retailer* and *Apex*. The terms and conditions of the Confidentiality Agreement are set out in the *Retailer Handbook*.

Notwithstanding the preceding paragraph, pursuant to section 10(3) of the *Code of Conduct Regulation*, a receiving party may disclose confidential information to any governmental, judicial, or regulatory authority requiring such confidential information in the reasonable exercise of its duties.

11.4 Costs

All costs associated with obtaining financial security and meeting prudential requirements under this Article are the responsibility of the *Retailer*.

11.5 Interest on Security Deposits

Interest on each *Retailer's* cash security deposit held by *Apex* will be calculated at the rate specified, from time to time, in the *Residential Tenancies Act, S.A. 2004, c.R-17.1*. Interest will be credited to the *Retailer* annually.

ARTICLE 12 - MEASUREMENT

12.1 Provision and Ownership

The meters used by *Apex* to assess the level of *Gas Distribution Service* charges to the *Retailer* will be the same meters used to provide the *Customer Billing Information* to the *Retailer*. *Apex* will provide and install all meters for each *Point of Delivery* and each meter will remain the property of *Apex*.

12.2 Meter Reading

- (1) Billing will be based on actual or estimated usage. *Apex* reserves the right to assess a Special Meter Reading charge for non-routine reads, as set out in the *Special Charges Schedule*.
- (2) *Apex* will read the meter monthly or as often as reasonably necessary.
- (3) *Apex* will keep an accurate record of all meter readings for the purpose of billing the *Gas Distribution Services* provided.
- (4) *Apex* may elect to change the meter reading schedule for a site, providing advance notice to the *Retailer* as defined by *Rule 004*.
- (5) *Apex* is not required to accept *Customer* meter readings. Where *Customer* meter readings are provided, *Apex* reserves the right to decline the use of the *Customer* meter reading based on specific criteria.

12.3 Changes to Metering Equipment

Notwithstanding Article 3.7, should a *Retailer* request, or consent to, a *Customer* request for new metering equipment beyond the basic service, *Apex* will provide, install, test and maintain the required metering equipment. The metering equipment must be requested or consented to in writing by the *Customer* and meet *Apex's* requirements. The *Customer* will bear the cost of providing and installing the metering equipment and ongoing operating costs as set forth in the *Special Charges Schedule*.

12.4 Statutory Standards Apply

All measurements, calculations and procedures used in determining the quantities of Gas delivered at the *Point of Receipt* or at the *Point of Delivery* must be in accordance with the *Electricity and Gas Inspection Act R.S. 1985 c.E-4*, as amended, and all applicable regulations issued pursuant thereto.

12.5 Measuring Equipment

All measuring equipment, devices and materials required to measure the Gas at the *Point of Receipt* or at the *Point of Delivery* must be installed, maintained and operated by Apex, its agents or third parties acceptable to Apex and must be of standard manufacture and type approved by Industry Canada. The *Customer* may install and operate check measuring equipment provided it does not interfere with the operation of Apex's equipment or system.

12.6 Testing Measuring Equipment

The accuracy of the measuring equipment must be verified by standard tests and methods acceptable to Apex or upon the reasonable request of the *Retailer* or the *Customer*. Tests of such measuring equipment will be made at Apex's expense, however the *Retailer* or the *Customer* will bear the expense of tests made at their request if the inaccuracy is found to be within the limits of error allowed in the *Electricity and Gas Inspection Act, R.S.C., 1985, c.E-4*.

12.7 Facilities Interference

In the event the *Customer's* or the *Retailer's* facilities interfere with Apex's ability to provide accurate measurement at the *Point of Receipt* or the *Point of Delivery*, Apex may, immediately and without prior notice, cease to receive further deliveries of Gas at the *Point of Receipt* pending the remedying by the *Customer* or the *Retailer* of the cause of such interference to the satisfaction of Apex.

12.8 Use of TC Energy Measurements

Notwithstanding anything contained elsewhere in the *Retailer Distribution Service Contract*, Apex and the *Retailer* agree, at a *Point of Delivery* or at a *Point of Receipt*, being a *TC Energy/Apex* system interconnection, where *TC Energy's* measuring equipment (rather than Apex measuring equipment) is used or relied upon by Apex for measuring Gas delivered under the *Retailer Distribution Service Contract*, *TC Energy's* measurement and testing of Gas procedures will apply.

12.9 Forecast Quantities

The *Retailer* agrees to provide to Apex, for planning purposes, such forecasts of future quantities to be delivered under the *Retailer Distribution Service Contract* or the *Demand General Service Contract*, as Apex may request from time to time.

ARTICLE 13 - ACCOUNT BALANCING

13.1 Retailer's Account

- (1) The *Retailer's Account* will be accumulated and recorded by *Apex* each *Day* and, without limitation, will include such items as *Gas* supply *Nominations*, *Retailer Load*, *Imbalance* quantity, opening *Imbalance* quantity, in-kind settlement quantity, *Retailer's* share of *Unaccounted-For Gas* and/or other adjustment quantities deemed appropriate as determined by *Apex* from time to time.
- (2) Each *Day* *Apex* will Forecast and Backcast *Retailer's* Load according to the practices specified in *Rule 028* and *Apex's* *Retailer Handbook*.
- (3) The *Retailer* will provide in kind, *Unaccounted-For Gas* each *Day* at the rate specified in *Rider H*.
- (4) *Apex* will make the *Account* available to the *Retailer* in the manner described in *Apex's* *Retailer Handbook*.

13.2 Exchange of Gas

The *Retailer* warrants it will make its *Gas* supply available in an account on *TC Energy* and *Apex* will make *Gas* available in the *Retailer's Account* by means of an exchange with said account on *TC Energy* and *Apex's Account* on the *Transmission System*, subject to the procedures described in the *Retailer Handbook*.

13.3 Daily Retailer's Account Imbalance

- (1) For each *Gas Day*, the *Tolerance Zone* applicable to each *Retailer's Account Imbalance* will be determined as specified on Schedule A.
- (2) The *Retailer* will, at all times, endeavor to maintain its daily *Account Imbalance* energy within the daily *Tolerance Zone*.
- (3) For each *Gas Day*, in the event the value of the *Retailer's Account* daily *Imbalance* energy is greater than/less than the value of the quantity specified by the positive/negative *Tolerance Zone*, the difference will be settled by *Imbalance Purchase/Sale* at the price specified on Schedule A.
- (4) The net quantity and dollars resulting from the *Imbalance Purchase* and *Imbalance Sales* transactions in Article 13.3(3), if any, will be invoiced to *Retailer* once per *Month*.

13.4 Retailer's Account Monitoring Rules

Apex will perform monitoring of the *Retailer's Account* according to the following:

- (1) Step 1
 - a) If there is no evidence of a *Nomination* in the *Retailer's Account* by

8:00 a.m. Mountain Time of the closing *Gas Day* (*Gas Day 1*), which has not been pre-authorized by *Apex*, *Apex* will attempt to contact the *Retailer* for an explanation. If the *Retailer* indicates in writing (by e-mail) it intends to balance the *Account* within the *Account Balancing* timeline specified in the *Retailer Handbook*, then *Apex* will take no further action at Step 1. For this purpose, "balance the *Account*" means the *Retailer* provided sufficient Gas supply for *Gas Day 1*, whereby the resulting *Account Imbalance* on *Gas Day 1* was within the *Tolerance Zone* and no *Imbalance Purchase/Sale* was triggered.

b) If at (1)(a) above:

- i) *Apex*, with reasonable effort by telephone and e-mail, is unable to contact the *Retailer* by 8:30 a.m. Mountain Time; or
- ii) the *Retailer* has indicated an inability to make *Nominations* to its *Account* for *Gas Day 1*;

then the *Retailer's Account* will be closed for the remainder of *Gas Day 1* and the rules related to *Imbalance Purchases/Sales* as stipulated in the *Retailer Distribution Service Rules* will be in effect for the *Retailer's Account* on *Gas Day 1*.

(2) Step 2

a) If there is no evidence of a *Nomination* in the *Account* by 8:00 a.m. Mountain Time of the *Gas Day* following *Gas Day 1* (*Gas Day 2*), not pre-authorized by *Apex*, *Apex* will attempt to contact the *Retailer* for an explanation. This rule will also apply to those *Retailers* who made a commitment to balance their *Account* in Step 1, but did not fulfill that commitment, even if a nomination was made for *Gas Day 1*.

b) If at (2)(a) above

- i) *Apex*, with reasonable effort by telephone and e-mail, is unable to contact the *Retailer* by 8:30 a.m. Mountain Time; or
- ii) the *Retailer* has indicated an inability to make the *Nominations* to its *Account* for *Gas Day 2*;

then the *Retailer's Account* will be closed for the remainder of *Gas Day 2* and the rules related to *Imbalance Purchases/Sales* as stipulated in these *Retailer Distribution Service Rules* will be in effect for the *Retailer's Account* on *Gas Day 2*.

Apex will also provide electronic notice to the *Retailer* indicating the *Retailer* must take action to provide gas supply to its *Account* sufficient to alleviate *Apex's* concerns by 8:30 a.m. Mountain Time of the next *Gas Day* (*Gas Day 3*), and *Apex* intends to permanently close the *Retailer's Account* during *Gas Day 3*.

(3) Step 3

If there is no evidence of a *Nomination* in the *Retailer's Account* by 8:00 a.m. Mountain Time of the current *Gas Day* (*Gas Day 3*), not pre-authorized by *Apex*, *Apex* will attempt to contact the *Retailer* for an explanation. This rule will also apply to those *Retailers* who made a commitment to balance their *Account* in Step 1, but did not fulfill that commitment, even if a *Nomination* was made for *Gas Day 1*. If there is no evidence of a *Nomination* in the *Retailer's Account* by 8:30 a.m. Mountain Time, *Apex* will provide electronic notice to the *Retailer* indicating the *Retailer's Account* is permanently closed. *Apex* will commence de-enrolment of *Sites* associated with the *Retailer's Account* during *Gas Day 3* to first take effect on *Gas Day 4*.

The rules related to *Imbalance Purchases/Sales* as stipulated in these *Retailer Distribution Service Rules* will be in effect for the *Retailer's Account*.

(4) Step 4

Apex will continue to assess *Imbalance Purchases/Sales* for the *Retailer* who has defaulted until all the *Retailer's Sites* have been de-enrolled and successfully re-enrolled with the default supply provider. When all of the defaulting *Retailer's Sites* have been successfully enrolled with the default supply provider, the termination of *Gas Distribution Service* will be complete. *Apex* will continue to apply the rules related to *Imbalance Purchases/Sales* to the *Retailer's Account* as a result of adjustments related to settlement or other matters which occur after the *Retailer's Account* has been permanently closed.

(5) Step 5

In the event of non-payment on the part of the *Retailer*, and without limiting *Apex's* rights or remedies at law or in equity, *Apex* will have the right to recover any charges to a *Retailer* by claiming against the *Retailer's* or *Agent's* prudential (as stipulated in Article 11) used to secure due performance by the *Retailer* or *Agent* of its obligation under the *Retailer Distribution Service Contract*.

(6) Step 6

In the event *Apex* is notified by the *Retailer* in writing or by e-mail, or in the event *Apex* becomes aware the *Retailer* has declared itself or has been declared to be insolvent prior to the full three (3) days of *Account* monitoring described in this Article, *Apex* will have the right to discontinue *Gas Distribution Service* with one (1) *Business Days'* notice.

13.5 Termination of Retailer Service

- (1) These *Retailer Distribution Service Rules* will continue in force until all the *Retailer's Sites* have been de-enrolled and *Final Settlement* for the *Retailer's Account* has been completed, whereupon *Apex* will terminate the *Retailer's Account*. *Apex* will continue to transact in the *Yesterday Market* based on the B1 Backcast for the *Retailer* who has defaulted until all the *Retailer's Sites* have been

de-enrolled. The rules related to *Imbalance Purchase/Sale* as stipulated in these *Retailer Distribution Service Rules* will be in effect.

- (2) Notwithstanding the provisions of Article 13.5(1) above, upon mutual agreement, the *Retailer* and *Apex* may enter into an arrangement to settle the outstanding energy amounts in the *Retailer's* terminating *Account*, including without limitation, the closing *Account Imbalance* and adjustments to the *Account* from *Gas Settlement*, in a manner different than is normally required under the provisions of these *Retailer Distribution Service Rules* and/or the *Retailer Handbook*.

13.6 Request for Additional Information

A *Retailer* may request additional settlement information above the basic service provisions specified in the *Retailer Handbook* or information previously provided by *Apex* if:

- a) the *Retailer* provides a written request to *Apex* outlining the purpose for the additional settlement information; and
- b) the additional settlement information applies only to the *Customers* of the *Retailer*.

Upon satisfaction of the above requirements, *Apex* will advise the *Retailer* in a written proposal of the type of work, time of delivery and charges necessary to provide the additional settlement information to the *Retailer*.

13.7 Liability

Apex will not be liable to any person for any damages, cost, expense, injury, loss or other liability of any kind whatsoever, or however caused, resulting directly or indirectly from its good faith performance of its responsibilities under the provisions of this Article. No express or implied warranties of any kind will apply to information or services provided by *Apex* to any person as part of such good faith performance, including without limitation implied warranties of fitness for a particular purpose.

ARTICLE 14 - TERMINATION ON DEFAULT

14.1 Events of Default

An event of default under these *Retailer Distribution Service Rules* and the *Retailer Distribution Service Contract* will occur if either *Apex* or the *Retailer* (for purposes of this provision, the *Defaulting Party*):

- a) is the subject of a bankruptcy, insolvency or similar proceeding;
- b) makes an assignment for the benefit of its creditors;
- c) applies for, seeks, consents to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets;

- d) fails to pay the other party (*Non-Defaulting Party*) when payment is due, or to satisfy any other material obligation under these *Retailer Distribution Service Rules* or the *Retailer Distribution Service Contract* including, without limiting the generality of the foregoing, fulfilling the prudential requirements as set forth in Article 11 in accordance with these *Retailer Distribution Service Rules* and fails to remedy the failure or satisfy the obligation, as the case may be, within three (3) *Business Days* after the receipt of written notice of the default or breach from the *Non-Defaulting Party*.
- e) fails to balance its *Account* in accordance with Article 13.

14.2 Rights Upon Default

In an event of default, the *Non-Defaulting Party* will, subject to these *Retailer Distribution Service Rules* and any applicable regulatory requirements, be entitled to pursue any and all available legal and equitable remedies and terminate the *Retailer Distribution Service Contract*. Where the *Defaulting Party* is Apex or the *Retailer* and the *Non-Defaulting Party* elects to terminate, the *Retailer Distribution Service Contract* is terminated without any liability or responsibility whatsoever, except for obligations arising prior to the date of termination. The *Non-Defaulting Party* will provide written notice to the *Defaulting Party* advising as to the nature of any default and of its intention to terminate service under the *Retailer Distribution Service Contract* and these *Retailer Distribution Service Rules*.

14.3 Recourse to Security Upon the Retailer Default

In addition to any other rights and remedies set out in these *Retailer Distribution Service Rules*, in an event of default by the *Retailer*, other than a default in payment addressed under section 9 of *Natural Gas Billing Regulation, A.R. 185/2003*, the full amount of the *Retailer's* security determined in accordance with Article 11 of these *Retailer Distribution Service Rules* will become due and payable to Apex and Apex will be entitled to make demand or claim against the *Retailer's* security for the full amount secured. All funds received by Apex in respect of such claim will be retained by Apex and applied against the *Retailer's* obligations until such time as all of the *Retailer's* obligations have been determined and satisfied. Any balance remaining after satisfaction of the *Retailer's* obligations will be returned to the issuing party of the security for the benefit of the *Retailer*.

14.4 Termination on Default

If any one or more of the parties to the *Retailer Distribution Service Contract* fails to perform any of the covenants or obligations imposed upon it under and by virtue of the *Retailer Distribution Service Contract* (the *Defaulting Party*), then in any such event, the other party to the *Retailer Distribution Service Contract* (the *Non-Defaulting Party*) may, at its option, terminate the *Retailer Distribution Service Contract* insofar, and only insofar, as the *Retailer Distribution Service Contract* pertains to the *Defaulting Party*. To terminate the *Retailer Distribution Service Contract* pursuant to this provision, the *Non-Defaulting Party* will cause a notice in writing or e-mail to be given to the *Defaulting Party* advising as to the nature of any default and declaring it to be the intention of the *Non-Defaulting Party* to terminate the *Retailer Distribution Service Contract*.

ARTICLE 15 - IMPAIRED DELIVERIES

15.1 Impaired Deliveries

- (1) If, by reason of the causes set out in this Article, *Apex* is unable, in whole or in part, to deliver the Gas provided for in the *Retailer Distribution Service Contract*, then *Apex* will be relieved of liability for not delivering such quantities and *Apex* may curtail or discontinue deliveries of Gas under the *Retailer Distribution Service Contract* during the discontinuance and to the extent of the inability. However, *Apex* will endeavour to give reasonable notice of any curtailment or discontinuance of deliveries arising by virtue of such causes and will promptly endeavour to remedy the cause of any curtailment or discontinuance of deliveries as soon as reasonably possible.
- (2) Such notice will specify *Apex's* estimate of the duration of any such curtailment or discontinuance of deliveries under the *Retailer Distribution Service Contract*.
- (3) The causes referred to above are the necessity, in *Apex's* sole opinion, of making repairs, modifications or improvements to the *Gas Distribution System*. However, *Apex* will, when practicable, endeavour to effect such modifications or improvements, not emergency in nature, at a time and in a manner that does not unduly interfere with or interrupt deliveries of Gas.

ARTICLE 16 - LIABILITY AND INDEMNITY

16.1 Indemnity

- (1) Each party (as applicable, the Indemnitor) will indemnify and hold harmless the other party and its directors, officers, employees, agents and representatives (Indemnitee(s)) from and against any direct damages, injuries, losses and other liabilities claimed against the Indemnitee or any of them, and all related costs and expenses (including reasonable legal fees) suffered or incurred by any of them in relation to any claim, cause of action, action, suit or proceeding by a third party (Claim) which arises from damage to property or injury to or death of persons resulting from the Indemnitor's failure to perform its obligations under these *Retailer Distribution Service Rules* which failure is caused by the negligence or willful act of the Indemnitor or any of its directors, officers, employees, agents or representatives acting within the scope of their authority or employment. The indemnity under this Article will be limited to an amount in proportion to the degree to which the Indemnitor or its directors, officers, employees, agents or representatives acting within the scope of their authority or employment are at fault. For the purpose of this Article "willful act" means any act or omission which is an intentional tort or an intentional breach of any obligations under these *Retailer Distribution Service Rules*.
- (2) In the event that an Indemnitee is entitled to and desires to assert its right to indemnification from an Indemnitor under this Article such Indemnitee will give the Indemnitor prompt notice of the Claim, which will describe the Claim in reasonable detail and will indicate the estimated amount, if practicable, of the indemnifiable

loss that has been or may be sustained by the Indemnitee. The failure to promptly notify the Indemnitor hereunder will not relieve the Indemnitor of its obligations hereunder, except to the extent that the Indemnitor is actually and materially prejudiced by the failure to so notify promptly.

- (3) Subject to Article 16.1(4) hereof, if the Indemnitor delivers to the Indemnitee a written acknowledgement of its unconditional and irrevocable obligation to indemnify the Indemnitee under Article 16.1(1) in respect of:
 - (a) all of the damages, injuries, losses, liabilities, costs and expenses that may be claimed against, or suffered or incurred by, the Indemnitee in respect of the Claim within 10 days following the Indemnitor's receipt of the Indemnitee's notice of such Claim and if the existence of such obligation to indemnify is made known by the Indemnitor to the third party claimant (and, if applicable, to the court or other tribunal determining the Claim), the Indemnitee will make available to the Indemnitor all information in its possession or to which it has access, other than information that has been designated as confidential by the provider of such information, which is or may be relevant to the particular Claim and the Indemnitor will be entitled, at its option, to take carriage of the defense of the Claim by its own counsel and, if it elects to do so, the Indemnitee will cooperate with the Indemnitor to the fullest reasonable extent in the defense, settlement or compromise of the Claim; or
 - (b) some, but less than all, of the damages, injuries, losses, liabilities, costs and expenses that may be claimed against, or suffered or incurred by, the Indemnitee in respect of the Claim within 10 days following the Indemnitor's receipt of the Indemnitee's notice of such Claim and if the Indemnitee is of the opinion that the Indemnitor's interests are not in conflict with its own, the Indemnitee will make available to the Indemnitor all information in its possession or to which it has access, other than information that has been designated as confidential by the provider of such information, which is or may be relevant to that portion of the Claim in respect of which the Indemnitor has an obligation to indemnify the Indemnitee and consult with the Indemnitor in respect thereof.

The Indemnitee will not make any admission of the liability regarding, or settle or compromise, that portion of the Claim in respect of which the Indemnitor has acknowledged its obligation to indemnify the Indemnitee without the written consent of the Indemnitor, which consent will not be unreasonably withheld.

- (4) The provisions of Article 16.1(1) hereof will not apply in respect of any Claim to which the Indemnitor is, or may reasonably be expected to be, a party and where the Indemnitee is asserting legal defenses in relation to the Claim that conflict with legal defenses being asserted by the Indemnitor.
- (5) Except to the extent to which either party is required to indemnify the other party (and those other persons specified in this Article 16) by the express terms of Article 16, neither party, nor its directors, officers, agents, employees, and representatives, will be liable to the other party for any damages, costs, expenses,

injuries, losses, or liabilities suffered or incurred by the other party, its directors, officers, employees, agents and representatives howsoever and whenever caused, and each party, for itself and as agent for its directors, officers, agents, employees and representatives hereby forever releases the other party, its directors, officers, agents, employees and representatives from any liability or obligation in respect thereof. For greater certainty, neither party will be limited in a claim against the other for specific performance or other equitable relief in relation thereto, or direct damages only and related costs and expenses (including reasonable legal fees), arising from a breach of these Terms and Conditions.

16.2 Consequential Loss

Notwithstanding anything to the contrary contained in these *Retailer Distribution Service Rules*, neither party will be liable to the other party, and Apex will not be liable to the *Customer* with respect to matters for which the party is acting as agent for the *Customer*, for any damage, cost, expense, injury, loss or other liability of an indirect, special or consequential nature suffered by the other party or claimed by any third party against the other party which arises due to such party's failure to perform its obligations under these *Retailer Distribution Service Rules* or for any other reason (including negligence on its part or on the part of any person for whose acts it is responsible), howsoever and whensoever caused, and whether arising in contract, negligence or other tort liability, strict liability or otherwise; and without limiting the generality of the foregoing, damage, injury or loss of an indirect or consequential nature will include loss of revenue, loss of profits, loss of production, loss of earnings, loss of contract, cost of purchased or replacement capacity and energy, cost of capital and loss of the use of any segment of the *Gas Distribution System* or property owned, operated, leased or used by the other party.

16.3 Release

Subject to Section 16.1 and 16.2, Apex, its directors, officers, agents, employees and representatives, (Apex Parties), will not be liable to the *Customer*, its directors, officers, agents, employees and representatives (Customer Parties) for any damages, costs, expenses, injuries, losses, or liabilities suffered or incurred by the Customer Parties or any of them, howsoever and whenever caused, and Customer Parties hereby forever releases each of the Apex Parties from any liability or obligation in respect thereof.

16.4 Apex Not Liable to Customer

For greater certainty, Apex shall not be liable to a *Customer* Party for any damages of any kind:

- a) caused by or arising from Apex's conduct in compliance with or in breach of, or as permitted by, these *Retailer Distribution Service Rules*, the *Natural Gas Utility Service Rules* or other agreement with a *Customer*, or any contractual, legal or regulatory requirements related to service provided to *Retailers*;
- b) caused to the *Customer* and arising from any failure of a *Retailer* to comply with these *Retailer Distribution Service Rules*, any agreement with Apex relating to *Gas Distribution Service* or for any damages caused by or arising from equipment installed or actions taken by a *Retailer*;

- c) caused by or arising from a *Retailer's* failure to perform any commitment to the *Customer*, including but not limited to the *Retailer's* obligation, including its obligation under Part 2.1 of the *Act*, to provide retail services including *Gas Distribution Service* to the *Customer*; or
- d) caused by or resulting from any acts, omissions or representations made by a *Retailer* in connection with soliciting *Customers* for *Gas Distribution Service* or performing any of the *Retailer's* functions in providing retail *Gas Services* to *Customers*.

ARTICLE 17 - FORCE MAJEURE

17.1 Effect of Force Majeure on Breach

Subject to the other provisions of this Article, if either party to the *Retailer Distribution Service Contract* fails to observe or perform any of the covenants or obligations herein imposed upon it and such failure is occasioned by, or in connection with, or in consequence of Force Majeure, as hereinafter defined, such failure will be deemed not to be in a breach of such covenants or obligations.

Retailer will not be relieved by Force Majeure as described in this Article 17 from the obligation to pay the charges set forth pursuant to this Article unless Force Majeure has been invoked by *Apex*.

17.2 Meaning of Force Majeure

For the purposes of the *Retailer Distribution Service Rules*, "Force Majeure" means any cause, other than financial, beyond the control of the party claiming suspension and the cause could not have been prevented or overcome by due diligence, including, but not limited to:

- a) acts of God, such as lightning, earthquakes, storms, floods, fires, landslides, and washouts;
- b) strikes, lockouts, or other industrial disturbances;
- c) acts of the Queen's enemy, sabotage, wars, blockades, insurrections, riots, epidemics, civil disturbances, arrests, and restraints;
- d) explosions, breakages of, or accidents to machinery or lines of pipe;
- e) hydrate obstructions of lines of pipe and equipment;
- f) temporary failures of *Gas* supply;
- g) freezing of wells or delivery facilities, well blowouts, and craterings; and
- h) the Orders of any court or governmental authority.

17.3 Exceptions to Force Majeure

- (1) Notwithstanding Article 17.2, a Decision, Direction, or Order made by the *Commission* in the normal course of it exercising its authority to establish the appropriate revenue requirement or rates of the parties to this agreement will not be considered an event of Force Majeure.
- (2) Neither party is entitled to the benefit of the provisions of Article 12.1 under any of the following circumstances:
 - a) to the extent the failure was caused by the sole negligence of the party claiming suspension;
 - b) to the extent the failure was caused by the party claiming suspension having failed to remedy the condition where it is within that party's ability, alone, to do so and to resume the performance of such covenants or obligations with reasonable dispatch;
 - c) if the failure was caused by lack of funds or with respect to the payment of any amount or amounts then due under the *Retailer Distribution Service Contract*, or
 - d) unless, as soon as possible after the happening of the occurrence relied upon or as soon as possible after determining the occurrence was in the nature of Force Majeure and would affect the claiming party's ability to observe or perform any of its covenants or obligations under the *Retailer Distribution Service Contract*, the party claiming suspension necessarily gives to the other party notice, either in writing or by electronic mail, advising that such party is unable, by reason of Force Majeure (the nature of which to be specified in the notice), to perform the particular covenants or obligations.

17.4 Notice of remedy

The party claiming relief from liability under the provisions of this Article 17 will promptly give the other party notice of the Force Majeure including full particulars thereof and will promptly give the other party notice when the Force Majeure event ceases to prevent performance pursuant to these *Retailer Distribution Service Rules*.

17.5 Obligation to Remedy

The party claiming relief from liability under the provisions of this Article 17 will promptly remedy the cause and effect of the Force Majeure insofar as it is reasonably able to do so.

17.6 Labour Disputes

Notwithstanding anything to the contrary in this Article, expressed or implied, the parties agree the settlement of strikes, lockouts and other industrial disturbances will be entirely within the discretion of the particular party involved in the labour dispute and such party

may make settlement of the labour dispute at such time and on such terms and conditions as it may deem advisable. No delay in making such settlement will deprive such party of the benefit of this Article 17.

ARTICLE 18 - DISPUTE RESOLUTION

18.1 Resolution by Apex and the Retailer

If any dispute between *Apex* and a *Retailer* arises at any time in connection with these *Retailer Distribution Service Rules*, *Apex* and the *Retailer*, acting reasonably and in good faith, will use all reasonable efforts to resolve the dispute as soon as possible in an amicable manner.

18.2 Resolution by Arbitration

If any dispute has not been resolved pursuant to Article 18.1 hereof within 30 days after notice from *Apex* or the *Retailer* to the other of its desire to have the dispute resolved, then the dispute will be resolved pursuant to Articles 18.3 to 18.11 hereof. *Apex* and the *Retailer* will abide by the terms of any award rendered by the arbitrator appointed hereunder without delay.

18.3 Arbitrators

All disputes or differences between *Apex* and a *Retailer* in connection with these *Retailer Distribution Service Rules* will be referred (unless *Apex* and the *Retailer* concur in the appointment of a single arbitrator) to a board of arbitrators consisting of one (1) arbitrator to be appointed by each of *Apex* and the *Retailer* who will, by instrument in writing, appoint a third arbitrator immediately after they are themselves appointed. Notwithstanding the foregoing, any disputed matters between *Apex* and a *Retailer* relating to an order or direction made or approved by the *AUC* or falling within the exclusive jurisdiction of the *AUC*, will be referred to the *AUC* for resolution.

18.4 Failure to Concur

Apex and a *Retailer* will be deemed to have failed to concur in the appointment of a single arbitrator if such an arbitrator will not have been appointed within fifteen (15) days after the serving by either *Apex* or the *Retailer* on the other of notice requesting it to concur in the appointment of such an arbitrator.

18.5 Refusal to Appoint an Arbitrator

If either *Apex* or the *Retailer* will neglect or refuse to appoint an arbitrator within fifteen (15) days after the other party (provided such other party has appointed its arbitrator) has served *Apex* or the *Retailer*, as the case may be, with notice to make the appointment, the party who has appointed its arbitrator 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 an arbitrator for the party in default.

18.6 Failure to Appoint a Third Arbitrator

If the arbitrators appointed by *Apex* 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 *Apex* 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 *Apex* 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 *Apex* 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. Apex 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*). Apex'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 Apex 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, Apex 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 Apex, 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 Apex 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 *Apex*.
- (b) If to *Apex* to:
Apex 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 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, 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 Tolerance Zone Percentage

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

2.0 Tolerance Zone

The daily *Tolerance Zone* 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 *Tolerance Zone* percentage (*Tolerance Zone* determinant):

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

3.0 Imbalance Purchase/Sale Price

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

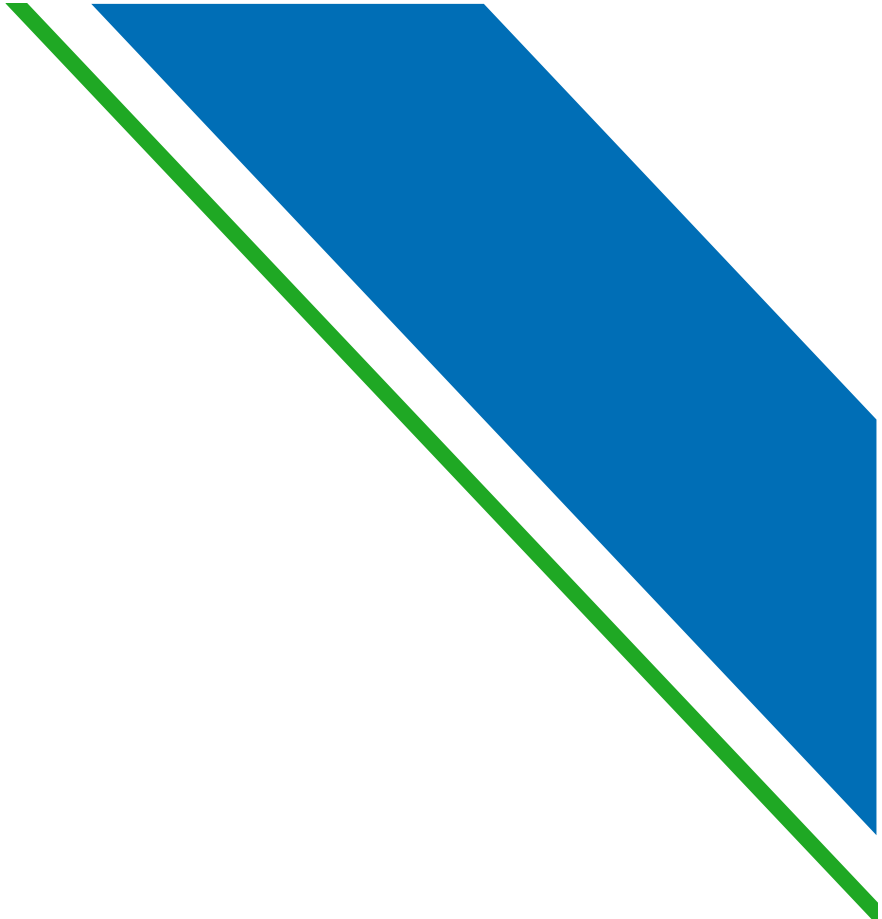
- a) For an *Imbalance Purchase*, the price used by *Apex* will be the lowest *Same Day Market* or *Yesterday Market* trade price reported on the *NGX* for the *Gas Day*, as reported by the *NGX* as the "ICE NGX AB-NIT Same Day INDEX" and "ICE NGX AB-NIT Yesterday Index" obtained from the "ICE NGX Price Indices" website.
- b) For an *Imbalance Sale*, the price used by *Apex* will be the highest *Same Day Market* or *Yesterday Market* trade price that occurs on the *NGX* for the *Gas Day* as reported by the *NGX* as the "ICE NGX AB-NIT Same Day Index" and "ICE NGX AB-NIT Yesterday Index" obtained from the "ICE NGX Price Indices" website.

4.0 Change to Tolerance Zone Percentage and Minimum Energy Tolerance Zone

In the event *TC Energy* determines its pipeline tolerance level needs be increased or decreased and as a result, the *TC Energy* transmission balance zone is changed, *Apex* will revise the daily *Tolerance Zone* as follows:

TC Energy Balance Zone	Apex Account Tolerance on TC Energy		Tolerance Zone Determinant > 0 and <= 50		Tolerance Zone Determinant > 50 and <= 100		Tolerance Zone Determinant > 100 and <= 150		Tolerance Zone Determinant > 150 and <= 200		Tolerance Zone 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 *Tolerance Zone* as a result of a change in the *Tolerance Zone* percentage and/or change in the *Apex* account tolerance on *TC Energy* will be in effect for the same *Gas Days* as the corresponding *TC Energy* Balance Zone change.



**INTERIM
RETAILER DISTRIBUTION
SERVICE CONTRACT**

Contract No. _____

RETAILER DISTRIBUTION SERVICE CONTRACT

THIS RETAILER DISTRIBUTION SERVICE CONTRACT
(Contract)

made as of _____, _____, _____
Month Day Year

BETWEEN:

[RETAILER], a body corporate, carrying on business
in the Province of Alberta (hereinafter called the Retailer),

OF THE FIRST PART,

- and -

APEX UTILITIES INC.

a body corporate, carrying on business
in the Province of Alberta,
(hereinafter referred to as Apex),

OF THE SECOND PART,

WHEREAS:

- a) Apex owns and operates a Gas Distribution System within the Province of Alberta; and
- b) The Retailer, on behalf of itself and each Customer, has requested Apex provide Gas Distribution Service for the purpose of serving each Customer,

in consideration of the rights and obligations of Apex and the Retailer (the Parties) set forth in this Contract, the Parties covenant and agree:

**ARTICLE 1
RATE SCHEDULE AND
RETAILER DISTRIBUTION SERVICE RULES**

- 1.1 The Retailer acknowledges receipt of a current copy of Apex's Rate Schedule, attached as Schedule A to this Contract, and agrees the Rate Schedule, as amended from time to time and approved by the Alberta Utilities Commission (the Commission), forms an integral part of this Contract.
- 1.2 The Retailer acknowledges receipt of a current copy of Apex's Retailer Distribution Service Rules, attached as Schedule B to this contract, and agrees the Retailer Distribution Service Rules, as amended from time to time and approved by the Commission, forms an integral part of this Contract.

**ARTICLE 2
DEFINITIONS**

- 2.1 The words, terms, and phrases used in this Contract will, unless the context otherwise requires, have the meanings given to them in the *Gas Utilities Act R.S.A. 2000 c. G-5* and Apex's Retailer Distribution Service Rules.

**ARTICLE 3
RETAILER REPRESENTATIONS**

- 3.1 The Retailer represents, covenants and warrants, to and with Apex, at all relevant times during the term of this Contract:
- 3.1.1 The Retailer is, and has been, complying with each of the conditions set forth in Article 4 of this Contract;
- 3.1.2 Except where a Customer is a signatory to this Contract (a Self-Retailer), each Customer has appointed the Retailer as its retailer under an agency agreement in accordance with the *Gas Utilities Act* and, as such, the Retailer has full power and authority to take responsibility for all matters relating to the Customer's Gas Services arrangements and, without limiting the generality thereof, to negotiate, establish, document, implement, operate, perform, terminate and amend all matters relating to the Customer's Gas Services arrangements on behalf of the Customer;
- 3.1.3 The Retailer has entered into all contracts, agreements and arrangements necessary to secure the Gas Services necessary to satisfy the Retailer's obligations under this Contract;
- 3.1.4 In the event of a disruption of any Gas supply, the Retailer will immediately cause an alternative supply to be available;
- 3.1.5 A failure by the Retailer to supply Gas in accordance with the Retailer Distribution Service Rules is subject to the terms and conditions of the Retailer Distribution Service Rules.

ARTICLE 4 CONDITIONS

- 4.1 Apex has no obligation to provide Gas Distribution Service if, and to the extent, the Retailer fails to comply with all the conditions prescribed by the *Gas Utilities Act*, the Retailer Distribution Service Rules and each of the following conditions:
- 4.1.1 The Retailer is responsible for providing accurate and timely Customer Information to Apex in an electronic format pursuant to Rule 028.
 - 4.1.2 Should the Retailer become aware of any change in Customer Information during the term of this Contract, the Retailer is responsible for informing Apex of the change, pursuant to Rule 028, as soon as reasonably practical in the circumstance and, in any event, within five (5) Business Days of the Retailer becoming aware of the change.
 - 4.1.3 The Retailer understands and agrees Gas Distribution Service provided under this Contract is provided solely for the Retailer's use and for the Customers identified to Apex in accordance with this Article 4.1. The Retailer may not use the Gas Distribution Service provided by Apex for any other purpose.
 - 4.1.4 If the Retailer becomes aware, at any time, of any Customer using Gas Services provided by the Retailer or Gas Distribution Service provided by Apex in a manner inconsistent with the Retailer Distribution Service Rules, and/or potentially creating safety, health or environmental concerns or damage to the Gas Distribution System, the Retailer must immediately notify Apex of such circumstances.
 - 4.1.5 In providing service to any Customer, the Retailer may not damage or interfere with, or otherwise disturb, alter or tamper with the Gas Distribution System. The Retailer must notify Apex immediately of any problem or defect relating to the Gas Distribution System the Retailer discovers or has brought to its attention.
 - 4.1.6 The Retailer understands and agrees Apex will not perform billing or collections activities on its behalf, unless specified by separate contract. The Retailer agrees to pay all amounts due and owing to Apex in accordance with the Retailer Distribution Service Rules, regardless of any billing or collection disputes the Retailer may have with any Customer.
 - 4.1.7 The Retailer agrees to comply with all prudential requirements pursuant to the Retailer Distribution Service Rules and the *Natural Gas Billing Regulation A.R. 185/2003*, as amended.
 - 4.1.8 The Retailer agrees to comply with all billing requirements, including displaying Apex's emergency contact phone number on Customer bills, pursuant to the *Natural Gas Billing Regulation A.R. 185/2003*, as amended; and
 - 4.1.9 The Retailer will continue to satisfy all conditions prescribed by the *Gas Utilities Act* and this Article 4.1 for Gas Services arrangements.

**ARTICLE 5
RECEIPT POINTS**

- 5.1 The Point of Receipt for Gas delivered by the Retailer to Apex pursuant to this Contract must be via a TC Energy (NOVA) Inventory Transfer (NIT).

**ARTICLE 6
GAS SUPPLY**

- 6.1 The Retailer will, at all times, have the obligation to comply with Gas balancing requirements specified in the Retailer Distribution Service Rules.

**ARTICLE 7
PRICE**

- 7.1 Apex will invoice the Retailer, who is a signatory to this Contract, for all applicable rates, tolls, charges and federal and provincial taxes as specified in Apex's Rate Schedule, as amended from time to time and approved by the Commission, and the Retailer agrees to pay such invoices in accordance with the Retailer Distribution Service Rules.
- 7.2 Payment terms will be as specified in the Retailer Distribution Service Rules.

**ARTICLE 8
TERM**

- 8.1 Apex may terminate this Contract:
- 8.1.1 If any one or more of the conditions in Articles 3 or 4 of this Contract has not been, or is not being, complied with; or
 - 8.1.2 In accordance with the terms and conditions specified in the Retailer Distribution Service Rules.
- 8.2 This Contract will terminate on any terms and conditions as may be prescribed by the Commission pursuant to the *Gas Utilities Act*.
- 8.3 If Apex terminates a Service Agreement with respect to a Customer, this Contract will terminate insofar, and only insofar, as it applies to that Customer, unless the Customer is a Self-Retailer, in which case this Contract will fully terminate.
- 8.4 This Contract is subject to all applicable legislation, including the *Gas Utilities Act* and the regulations made thereunder, and all applicable orders, rulings, regulations and decisions of the Commission or any other regulatory authority having jurisdiction over Apex.

**ARTICLE 9
ADDRESS FOR NOTICES**

- 9.1 Until notified otherwise in writing, payments by, or on behalf of, the Retailer to Apex must be made or delivered to the following address:

APEX UTILITIES INC.
5509 45 Street
Leduc, Alberta
T9E 6T6

Attention: Accounts Receivable

- 9.2 All other notices must be made or delivered to one of the following addresses:

APEX UTILITIES INC.
5509 45 Street
Leduc, Alberta
T9E 6T6

Attention: Director, Regulatory

Retailer: [the Retailer]
Address
City, Province
Postal Code

Attention:
Retailer ID No.:
Telephone: ()
Fax: ()

- 9.3 Either party may change its address by giving written notice to the other.

**ARTICLE 10
GENERAL**

- 10.1 Neither party may disclose any Confidential Information obtained pursuant to this Contract to any person, without the express prior written consent of the other party. As used in this Article, the term "Confidential Information" will include all business, financial and commercial information pertaining to the Parties, Customers of either Party, suppliers of either Party, personnel of either Party or any trade secrets and other information of a similar nature.
- 10.2 Notwithstanding the preceding paragraph, a receiving party may disclose Confidential Information to any governmental, judicial, or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided:

(a) such Confidential Information is submitted under the applicable provision, if available and permitted, for confidential treatment by such governmental, judicial or regulatory authority; and

(b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement and an opportunity to make representations, to the extent permissible, to the relevant governmental, judicial or regulatory authority concerning the confidential nature of the information and/or the requirement for such information to remain confidential.

- 10.3 Subject to Article 19.4 of the *Retailer Distribution Service Rules*, this Contract will bind and enure to the Parties' respective successors and assigns. However, any assignment will not release either Party from such Party's obligations under this Contract without the written consent of the other Party to such release. Consent to such release may not be unreasonably withheld.
- 10.4 If any provision of this Contract, or the application thereof, is, to any extent, held invalid or unenforceable, the remainder of this Contract and the application thereof, other than those provisions held invalid or unenforceable, will remain unaffected and will continue in full force and effect and will be enforceable to the fullest extent permitted by law or in equity.
- 10.5 This Contract may be signed in counterparts and each counterpart will constitute an original document and each counterpart, taken together, will constitute one and the same instrument. Counterparts may be executed either in original, facsimile or electronic form and the parties adopt any signatures received by a receiving fax machine or email transmission as original signatures of the parties.

IN WITNESS WHEREOF this Contract has been properly executed by the Retailer (or Self Retailer) and Apex as of the date first written above.

APEX UTILITIES INC.

Per: Signature _____ Name _____
(Please Print)

Title _____ Date _____
(Please Print) *Year/Month/Day*

Per: Signature _____ Name _____
(Please Print)

Title _____ Date _____
(Please Print) *Year/Month/Day*

[RETAILER]

Per: Signature _____ Name _____
(Please Print)

Title _____ Date _____
(Please Print) *Year/Month/Day*

Per: Signature _____ Name _____
(Please Print)

Title _____ Date _____
(Please Print) *Year/Month/Day*

SCHEDULE A
APEX UTILITIES INC.
RATE SCHEDULES

SCHEDULE B
APEX UTILITIES INC.
RETAILER DISTRIBUTION SERVICE RULES



INTERIM PRODUCER TRANSPORTATION SERVICE RULES

Effective: January 1, 2024

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ARTICLE 1 – CONTEXT

1.1. Application

These Producer *Transportation Service Rules* are part of every *Transportation Contract* of Apex.

1.2. Relationships

These Producer *Transportation Service Rules* govern the relationship between Apex and a Producer. They are part of Apex's *Gas Distribution Tariff* and as such must be approved by the *Commission*. They apply to every Producer unless varied by an agreement approved by the *Commission*.

1.3. Applicable Rate

When accepting a *Transportation Contract*, Apex will designate the rate to be applied to the service.

1.4. Definitions

The following words or terms when used in these Producer *Transportation Service Rules*, the *Rate Schedule* or in a *Transportation Contract* will, unless the context otherwise requires, have the meanings given below:

“10³m³” means one thousand (1,000) cubic metres of Gas;

“Act” means the *Gas Utilities Act – R.S.A. 2000 c.G-5*, as amended from time to time and any legislative enactment in substitution or replacement thereof;

“Allocation Method” means the procedure used to assign portions of the Gas flows at a *Point of Receipt* or *Point of Delivery* to the various *Transportation Contracts* moving gas at the location;

“Apex Utilities Inc.” or “Apex” or “the Company” means *Apex Utilities Inc.* or its successor;

“Billing Commencement Date” means the commencement date for assessing the tariffs and charges as set forth in these Producer *Transportation Service Rules*; provided however that the *Billing Commencement Date* will be adjusted by Apex if Apex is unable to commence *Transportation Service* under the *Transportation Contract* on such date;

“Commission” means the Alberta Utilities Commission;

“Contract Demand” means the maximum quantity of Gas in any consecutive twenty-four (24) hour period that Apex will be obligated to receive at the *Point of Receipt*, as agreed between the parties to the *Transportation Contract*;

“Cubic metre of Gas” or “m³” means the quantity of Gas which at a temperature of fifteen degrees Celsius (15°C) and at a pressure of one hundred one and three hundred twenty-five one-thousandths (101.325) kPa absolute occupies one (1) cubic metre;

“Date of Initial Delivery” means the date *Apex* commenced *Transportation Service* under the *Transportation Contract*;

“Day” means a period of twenty-four (24) consecutive hours, beginning and ending at eight hours (08:00), Mountain Standard Time;

“Gas” means all natural gas both before and after it has been subjected to any treatment or process by absorption, purification, scrubbing or otherwise, and includes all fluid hydrocarbons;

“Gas Distribution Tariff” means the rates, tolls, charges and terms and conditions of service fixed by the *Commission*, as defined in the *Act*, as amended from time to time;

“Gas Pipeline System” means all those facilities, including the *Specific Facilities*, owned or used by *Apex* in the receipt, transportation, measurement, testing and delivery of *Gas*;

“GJ” means gigajoules or one billion (1,000,000,000) joules;

“Gross Heating Value” means the number of megajoules obtained from the combustion of a *Cubic metre of Gas* at a temperature of fifteen degrees Celsius (15°C), with the *Gas* free of water vapour, and at a pressure of one hundred one and three hundred twenty five one-thousandths (101.325) *kPa* absolute and with the products of combustion cooled to the initial temperature of the *Gas* and the water formed by the combustion condensed to the liquid state;

“J” means joule;

“kPa” means kilopascal of pressure gauge unless otherwise specified;

“Maximum Contract Pressure” has the meaning given in Article 5;

“MJ” means megajoules or one million (1,000,000) joules;

“Minimum Contract Pressure” has the meaning given in Article 5;

“Month” means a period beginning at eight hours (08:00), Mountain Standard Time, on the first Day of a calendar month and ending at eight hours (08:00), Mountain Standard Time, on the first Day of the next succeeding calendar month;

“Nomination” means a written or electronic request for *Gas* to flow at a *Point of Receipt* or a *Point of Delivery*: 1) at a specified rate of flow, commencing at a specified time, or 2) a specified quantity on a specified date;

“Point of Delivery” means the point on *Apex’s* system at which *Apex* delivers from the *Gas Pipeline System* to a *Producer* the *Gas* that has been transported under the *Transportation Contract*;

“Point of Receipt” means the point on *Apex’s* system at which the *Gas* to be transported under the *Transportation Contract* first enters the *Gas Pipeline System*;

“Producer Transporter” or “Producer” means a person, firm, partnership, corporation or organization that is an owner of natural gas requiring *Transportation Service* for transporting Gas through *Apex’s Gas Pipeline System*, served under the Rate 10 class of rates, pursuant to *Apex’s Rate Schedule*;

“Rate Schedule” means the *Gas Distribution Tariff* rate schedule, including the general terms and conditions of service and any applicable rate riders, for the rate specified in and applicable to the *Transportation Contract*, or such other rate schedule in replacement thereof, as approved by the *Commission* and determined by *Apex* to be in effect from time to time;

“Specific Facilities” means those facilities installed by *Apex* for the benefit of a *Producer* and required to transport Gas;

“Standard Conditions” means *Standard Temperature* and *Standard Pressure*;

“Standard Pressure” means

- (a) in the International system of units, an absolute pressure equal to 101.325 *kPa*, and
- (b) in the Imperial system of units,
 - (i) 14.73 psia, or
 - (ii) 30 in. of mercury at 32°F;

“Standard Temperature” means a temperature that is equal to

- (a) 15°C in the International system of units, or
- (b) 60°F in the Imperial system of units;

“Transportation Contract” means the transportation Contract between *Apex* and a *Producer* and includes all schedules attached thereto and these *Producer Transportation Service Rules*;

“Transportation Service” means the service of transporting Gas through *Apex’s Gas Pipeline System* or other facilities;

“*TC Energy*” means TC Energy Corporation, including any facilities operated under Nova Gas Transmission Ltd., or their successor(s);

“Year” means a period commencing on the *Billing Commencement Date* or anniversary of same and ending on the next succeeding anniversary of the *Billing Commencement Date*.

1.5. Interpretation

- (1) In the interpretation of the *Transportation Contract*, words in the singular will be read and construed in the plural or words in the plural will be read and construed in the singular where the context so requires.
- (2) The headings used throughout the *Transportation Contract* are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of any article, clause, or schedule or to be deemed in any way to qualify, modify, or explain the effect of any such provisions or terms.

- (3) The definitions of all units of measurement and their prefixes used throughout the *Transportation Contract* will be in accordance with the International System of Units.

ARTICLE 2 – GENERAL PROVISIONS

2.1. Transportation Only

The *Transportation Contract* is solely for *Transportation Service* and a *Producer* will not acquire any title or interest in the *Gas Pipeline System* of *Apex* and *Apex* will not acquire any title or interest in the *Gas* being transported under the *Transportation Contract*.

2.2. Request for Service

When a *Producer* requests *Transportation Service* from *Apex*, *Apex* must inform the *Producer* of the conditions to be satisfied before a *Transportation Contract* may be accepted and service commenced. A *Producer* must provide any information *Apex* reasonably requires to assess the request. *Apex* retains the right to refuse a *Producer's* request for *Transportation Service*.

2.3. Need for a Contract

Every *Producer* must sign a *Transportation Contract* to receive *Transportation Service*.

2.4. Land Use

A *Producer* must ensure, with respect to property owned or controlled by the *Producer*, *Apex* is provided, at no cost, with any land use rights required to provide and maintain the service.

2.5. Right of Entry

- (1) *Apex* has the right to enter the installation or complex of the *Producer* at any reasonable time:
- (a) to install, maintain, or remove its facilities,
 - (b) to read, inspect, repair, or remove its metering devices, or
 - (c) to do anything else incidental to providing or discontinuing the *Transportation Service*.
- (2) If any of *Apex's* equipment is situated within the *Producer's* installation or complex, the *Producer* must ensure *Apex* can obtain access to the equipment when necessary.

2.6. Gas Under Apex Control

Gas delivered to *Apex* by a *Producer* for *Transportation Service* will be under the exclusive control of *Apex* from the time such *Gas* is accepted for *Transportation Service* at the *Point of Receipt* until delivered at the *Point of Delivery*.

2.7. Apex Determines Routing

Apex does not dedicate the *Gas Pipeline System* or any segment thereof for *Transportation Service* for a *Producer* and, accordingly, the routing and facilities used for *Transportation Service* for a *Producer* will be at *Apex's* discretion and may change from time to time.

2.8. Gas May be Commingled

- (1) *Apex* may, in the course of transporting *Gas* in the *Gas Pipeline System*, commingle with, or exchange for, *Gas* owned by, or transported for, others or remove certain hydrocarbon components present in the *Gas*.
- (2) As commingling, exchanging or the removal of certain hydrocarbon components may alter the *Gross Heating Value* or constituent parts of the *Gas* between the *Point of Receipt* and the *Point of Delivery*, *Apex* will not be required to deliver, at the *Point of Delivery*, *Gas* with the same *Gross Heating Value* or containing the same constituent parts as *Gas* delivered at the *Point of Receipt* and *Apex* will make whatever compensating adjustments to volume and *Gross Heating Value* as may be warranted.
- (3) In the event, and to the extent any hydrocarbon components in the *Gas* delivered at the *Point of Receipt* are absent from the *Gas* delivered at the *Point of Delivery* as the result of commingling, exchanging, or removal of such hydrocarbon components in the course of transporting the *Gas*, title to such hydrocarbon components will, notwithstanding anything to the contrary otherwise contained in the *Transportation Contract*, be deemed conclusively to have passed to *Apex* at the *Point of Receipt*.

2.9. Producer Confirms Right to Transport

The *Producer* and *Apex* acknowledge and agree the *Producer* will have the right to transport all *Gas* delivered under the *Transportation Contract* to *Apex* at the *Point of Receipt*.

2.10. Commitment to Maintain Systems

Apex and the *Producer* mutually undertake to operate and maintain their respective pipeline systems and equipment safely and in such a manner as not to interfere with the system or equipment owned by the other party and, in particular, *Apex* and the *Producer* each undertake and agree to consult with the other before commencing construction or operation of any new equipment or facilities which *Apex* or the *Producer* reasonably expects may interfere with, or affect, the operation of the other party's pipeline system or equipment and to make modifications to the design or construction of any such equipment or facilities, as practically may be requested, to minimize any such interference.

2.11. Specific Facilities

A *Producer* may be required to pay a contribution for any incremental facilities ("*Specific Facilities*") required to provide the service.

ARTICLE 3 – QUALITY OF GAS

3.1. Gas Must be of Merchantable Quality

- (1) All Gas tendered for *Transportation Service* must be of merchantable quality and, without restricting the generality of the foregoing:
 - (a) must not contain sand, dust, gums, crude oil, impurities and other substances which may be injurious to pipelines or which may interfere with its transmission through pipelines or its commercial utilization;
 - (b) must not have a hydrocarbon dew point in excess of minus ten degrees Celsius (-10°C) at an absolute pressure of five thousand five hundred (5,500) *kPa*;
 - (c) must not contain more than six milligrams per cubic metre (6 mg/m³) of hydrogen sulphide;
 - (d) must not contain more than five milligrams per cubic metre (5 mg/m³) of mercaptan sulphur;
 - (e) must not contain more than twenty-three milligrams per cubic metre (23 mg/m³) of total sulphur;
 - (f) must not contain more than two percent (2%) by volume of carbon dioxide;
 - (g) must not contain more than sixty-four milligrams per cubic metre (64 mg/m³) of water vapour;
 - (h) must not exceed fifty degrees Celsius (50°C) in temperature;
 - (i) must be as free of oxygen as can be achieved through the exercise of all reasonable precautions and must not, in any event, contain more than four-tenths percent (0.4%) by volume of oxygen; and,
 - (j) must have a *Gross Heating Value* of not less than thirty-six and five-tenths megajoules per cubic metre (36.5 MJ/m³). However, with the prior written consent of Apex, Gas of a lower *Gross Heating Value* may be delivered.
- (2) If, in Apex's sole opinion, Gas received by Apex at the *Point of Receipt* fails to be of merchantable quality or fails to meet any one or more of the quality specifications set forth in this Article, Apex may, at any time, from time to time, immediately and/or without prior notice, cease to receive further deliveries of Gas at the *Point of Receipt* pending the remedying by the *Producer* of such failure to the satisfaction of Apex. Apex may install, at the *Producer's* expense, such *Specific Facilities*, including any Gas quality control, monitoring and/or shutdown equipment deemed necessary, in Apex's sole opinion, to ensure Gas received by Apex at the *Point of Receipt* meets the quality specifications set forth in this Article.

3.2. Quality on Delivery

All Gas delivered by *Apex* to a *Producer* at the *Point of Delivery* will have the *Gross Heating Value* and quality that results from the *Gas* having been commingled in *Apex's* system.

3.3. Notice on Change in Input Quality

The *Producer* will notify *Apex* as soon as practicable in the event of any adverse change in *Gas* quality determinable by the *Producer* and which may be delivered into the *Gas Pipeline System* at the *Point of Receipt*.

3.4. Notice on Change in Output Quality

Apex will notify the *Producer* as soon as practicable in the event of any adverse changes in *Gas* quality determined by *Apex* and which may be delivered from the *Gas Pipeline System* at the *Point of Delivery*.

ARTICLE 4 – MEASUREMENT

4.1. Statutory Standards Apply

All measurements, calculations and procedures used in determining the quantities of *Gas* delivered at the *Point of Receipt* or at the *Point of Delivery*, will be in accordance with the *Electricity and Gas Inspection Act R.S. 1985 c.E-4*, as amended, and all applicable regulations issued pursuant thereto.

4.2. Measuring Equipment

All measuring equipment, devices and materials required to measure the *Gas* at the *Point of Receipt* or at the *Point of Delivery* will be installed, maintained, and operated by *Apex*, its agents or third parties acceptable to *Apex* and will be of standard manufacture and type approved by Industry Canada, Electricity and Gas. The *Producer* may install and operate check measuring equipment; provided it does not interfere with the operation of *Apex's* equipment or system.

4.3. Testing of Measuring Equipment

The accuracy of the measuring equipment will be verified by tests in accordance with Industry Canada guidelines and at other times at the initiative of *Apex* or upon the reasonable request of the *Producer*. Notice of the time and nature of each test will be given by *Apex* to the *Producer* sufficiently in advance to permit a representative of the *Producer* to be present. If, after notice, the *Producer* fails to have a representative present, the results of the test and adjustment, if any, made by *Apex* or its agents will nevertheless be accepted until the next test. All tests of such measuring equipment will be made at *Apex's* expense, except the *Producer* will bear the expense of tests made at its request if the inaccuracy is found to be two percent (2%) or less.

4.4. Inspection of Records and Equipment

Apex and the *Producer* will have the right to inspect the charts, measurement or test data and measuring equipment installed or furnished by the other under this Article and Article 3, at all times during business hours. However, readings, calibration and adjustment of such measuring equipment will be done only by the party furnishing the measuring equipment. Unless the parties otherwise agree, each party will preserve all original test data, charts and other similar records in their possession for a period of at least six (6) years.

4.5. Units Used

- (1) Unit of Measurement: The unit of volume for purposes of measurement will be one (1) *Cubic metre of Gas*. *Apex* will mathematically convert measurement information into International system of units where metering is performed using the Imperial system of units.
- (2) Unit of Billing/Payment: For the purpose of determining the amount to be billed by *Apex* and paid by the *Producer* for *Transportation Service* under the *Transportation Contract*, the *Gross Heating Value* of each *Cubic metre of Gas* transported will be determined in accordance with this Article and *Apex* will, on the basis of such measurement, bill the *Producer* and the *Producer* will pay *Apex* the applicable charges for each *GJ* of *Gas* transported.
- (3) Atmospheric Pressure: For the purposes of measurement, the atmospheric pressure at the *Point of Receipt* and at the *Point of Delivery* will be determined in accordance with this Article and will be rounded to the nearest one-hundredth (1/100) of a *kPa* and deemed to be constant.

4.6. Method of Measurement

In determining the quantities of *Gas* delivered at the *Point of Receipt* or at the *Point of Delivery*, the following practices will prevail:

- (1) Metering
 - (a) The gas to be metered at the *Point of Receipt* and at the *Point of Delivery* will be metered by one or more metering devices approved by Industry Canada and adopted by *Apex*.
 - (b) Measurement by orifice meters will be in accordance with the methods prescribed in "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids", American Gas Association Report No. 3/ANSI/API 2530, or any subsequent revisions approved by Industry Canada and adopted by *Apex*.
 - (c) Measurement by turbine meter will be in accordance with the methods prescribed in "Measurement of Fuel Gas by Turbine Meters", American Gas Association Committee Report No. 7, or any subsequent revisions approved by Industry Canada and adopted by *Apex*.

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- (d) Correction will be made for the deviation of the *Gas* from the *Standard Conditions* at the pressure and temperature at which the *Gas* is metered in accordance with the methods prescribed in the “Manual for the Determination of Supercompressibility Factors for Natural Gas” based on PAR Research Project NX-19 completed December 1962, as published by the American Gas Association and any subsequent revision or amendment or as prescribed in “Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases”, American Gas Association Transmission Measurement Committee Report No. 8 or any subsequent revision thereof or any other method approved by Industry Canada and adopted by *Apex*. To determine the factors for such corrections a quantitative analysis of the *Gas* will be made at reasonable intervals.
- (2) Gas Sampling
- (a) Gas samples will be representative of the *Gas* being metered at the time such samples are taken and may be either spot samples or samples taken over a period of time.
- (b) Samples will be taken at reasonable intervals by *Apex* or its agents. However, *Apex* will take additional samples when reasonably requested to do so by the *Producer*.
- (c) The *Gas* characteristics determined by any test will apply to the *Gas* metered from the date the spot sample was taken or from the commencement date of a sample taken over a period of time, as the case may be, until the next test.
- (3) Temperature
- (a) The flowing temperature of the *Gas* being metered will be determined by means of a temperature transmitter or recording thermometer installed and maintained in accordance with the specifications as published by Industry Canada or any subsequent revisions thereof adopted by *Apex*, whichever is appropriate.
- (b) Real time *Gas* temperature will be used in computing the quantities of *Gas* metered during such Day.
- (4) Correction and Adjustment
- (a) If, at any time, any of the measuring equipment is found to be registering inaccurately by an amount exceeding two percent (2%) or such other amount as mutually agreed upon by the *Producer* and *Apex* at a reading corresponding to the average hourly rate of flow over one hour, it will be immediately adjusted to read as accurately as possible and the readings of such equipment will be adjusted to zero error for any period definitely known or agreed upon, If the period is not so known or agreed upon, the adjustment will be for a period of sixteen (16) Days or one-half (1/2) of the elapsed time since the last test, whichever is shorter.

- (b) If the measuring equipment is found to be not registering, the quantity of Gas delivered during such period will be determined:
- i. by using the data recorded by any check measuring equipment registering accurately; or
 - ii. if such check measuring equipment is not registering accurately, but the percentage of error is ascertainable by a calibration test, by using the data recorded and adjusted to zero error; or
 - iii. if neither of the methods provided in (i) or (ii) above can be used, by estimating the quantity delivered by reference to deliveries under similar conditions during a period when *Apex's* equipment was registering accurately.

4.7. Gross Heating Value

Tests to determine the *Gross Heating Value* of Gas transported will be established by the use of a Gas chromatograph, recording calorimeter or any other device approved by Industry Canada and adopted by *Apex* and will be used in the calculation of the number of gigajoules transported under the *Transportation Contract*.

4.8. Composition

- (1) The composition of the Gas transported will be determined by tests of representative samples of Gas so transported and conducted by *Apex* or its agents utilizing a chromatograph of standard manufacture.
- (2) Such tests will be done once per *Month* or at such other intervals as may be justified by the consistency of previous tests of the composition of the Gas.
- (3) The results of any such test will be used during the period commencing on the Day the sample is taken or, if a sample is taken over a period of time, from the commencement date, as the case may be, until the next test. *Apex* and the *Producer* agree the results of the first such test will be used from the *Date of Initial Delivery* of Gas until the second test.

4.9. Gas Characteristics

- (1) The Gas characteristics, including, without limiting the generality of the foregoing, *Gross Heating Value*, relative density, nitrogen, and carbon dioxide content of the Gas, will be determined by continuous recording equipment or by laboratory equipment.
- (2) The Gas samples to be tested will be representative of the Gas delivered at the time such samples are taken and may be either spot samples or samples taken over a period of time.
- (3) If continuous recording equipment is used, the arithmetic average of the recordings for each Day will be used to determine Gas characteristics.

- (4) If spot samples are taken or a spot sampler is used, Gas characteristics will be determined from the analysis of the samples using laboratory equipment.

4.10. Pulsation Dampening

If there are any compression facilities upstream of the *Point of Receipt* or downstream of the *Point of Delivery*, the *Producer* will cause to be provided sufficient pulsation dampening equipment to ensure the compression facilities do not interfere with the operation of *Apex's* facilities.

4.11. Facilities Interference

In the event the *Producer's* facilities interfere with *Apex's* ability to provide accurate measurement at the *Point of Receipt* or the *Point of Delivery*, *Apex* may immediately and without prior notice cease to receive further deliveries of *Gas* at the *Point of Receipt* pending the remedying by the *Producer* of the cause of such interference to the satisfaction of *Apex*.

4.12. Use of TC Energy or Other Measurements

Notwithstanding anything contained elsewhere in the *Transportation Contract*, *Apex* and the *Producer* agree, at a *Point of Delivery* or a *Point of Receipt* which is a *TC Energy/Apex Utilities Inc.* system interconnection, where *TC Energy's* measuring equipment is used or relied on by *Apex* for measuring *Gas* transported under the *Transportation Contract*, *TC Energy's* measurement and testing of *Gas* procedures will apply. At a *Point of Delivery* or at a *Point of Receipt* which is not a system interconnection with *TC Energy*, measurement and testing will be based on procedures agreeable to *Apex* and the *Producer*.

4.13. Forecast Volumes

The *Producer* agrees to provide to *Apex*, for planning purposes, such forecasts of future volumes per *Month* to be transported under the *Transportation Contract* as *Apex* may reasonably request from time to time.

ARTICLE 5 – GAS DELIVERY

5.1. Matching Receipts and Deliveries

Subject to the other provisions of this Article, *Apex* agrees to receive from the *Producer* at the *Point of Receipt* the quantity of *Gas* which the *Producer* tenders for transportation up to the *Contract Demand*. However, *Apex* will not be required to accept at the *Point of Receipt* a quantity of *Gas* in any hour greater than 1/20th of the *Contract Demand*, unless otherwise specified on the applicable *Rate Schedule*. *Apex* agrees to tender for transportation to the *Producer* and the *Producer* will receive at the *Point of Delivery*, a volume of *Gas* containing the equivalent number of joules as are contained in the volume of *Gas* tendered by the *Producer* at the *Point of Receipt* less the *Producer's* share of *Apex's* Unaccounted-For-Gas and compressor fuel.

5.2. Overriding Rights and Obligations

Notwithstanding anything contained elsewhere in this Article, *Apex* reserves the right to restrict the flow of *Gas* at the *Point of Receipt* or the *Point of Delivery* to achieve a balance, to correct any imbalance or in the event the *Producer* repeatedly exceeds the *Contract Demand* without *Apex's* authorization.

5.3. Inability to Exchange

- (1) Notwithstanding anything contained elsewhere in the *Transportation Contract*, if a *Point of Delivery* is an interconnection with a pipeline system of a third party ("Other System") the *Producer* recognizes and agrees *Apex's* ability to deliver *Gas* may be dependent upon an exchange with volumes of *Gas* which would normally be delivered into the *Gas Pipeline System*.
- (2) The *Producer* further recognizes and agrees changes in such incoming volumes of *Gas* or changes in either the capacity of the interconnection with the Other System or the capacity of the *Gas Pipeline System* may occur from time to time.
- (3) In the event *Apex*, at an interconnection with the Other System, is unable to continue to exchange volumes of *Gas* at the *Point of Delivery* with volumes of *Gas* which would normally be delivered into the *Gas Pipeline System* at the *Point of Delivery* or there are changes in incoming *Gas* volumes or capacity, this will constitute an event of Force Majeure and *Apex* will serve written notice to the *Producer* advising of its inability to continue to provide *Transportation Service* under the *Transportation Contract* by the exchange of volumes of *Gas* which would normally be delivered into the *Gas Pipeline System*.
- (4) The notice under Clause 5.3(3) will specify:
 - (a) The *Producer's* proportionate share of the additional costs associated with the capital improvements required to maintain *Transportation Service* at that *Point of Delivery*;
 - (b) The volume of *Gas* *Apex* is able to receive and transport to that *Point of Delivery* if no capital improvements are made; and
 - (c) The location of alternate Points of Delivery where *Apex* can continue *Transportation Service* at the then current level.
- (5) In the event the *Producer* receives notice pursuant to Clause 5.3(3), the *Producer* will, within thirty (30) Days after the receipt of such notice, provide written notice to *Apex* indicating which of the options set out in such notice the *Producer* intends to exercise.
- (6) In the event none of the options provided by *Apex* are acceptable to the *Producer*, the *Producer* may terminate the *Transportation Contract* effective on the date such notice is received by the *Producer*. However, in the event the *Producer* chooses to terminate the *Transportation Contract*, the *Producer* will reimburse *Apex* for the *Producer's* share of the undepreciated book value of the *Specific Facilities* at the

effective date of termination, together with all costs of abandoning or removing such facilities.

5.4. Minimum and Maximum Contract Pressures

- (1) The *Minimum Contract Pressure* and *Maximum Contract Pressure* of the *Gas* at the *Point of Receipt* will be as specified by *Apex* for that location.
- (2) *Apex*, at its sole discretion, may grant relief from the *Minimum Contract Pressure* at the *Point of Receipt* to permit delivery of *Gas* at a reduced pressure and such relief will continue until *Apex* provides written notice to revise the reduced pressure then in effect to a pressure not in excess of the *Maximum Contract Pressure*.
- (3) Subject to Clause 5.4(2), the *Producer* will deliver the *Gas*, or cause the *Gas* to be delivered, to *Apex* at the *Point of Receipt* at such pressures as *Apex* may require from time to time at the *Point of Receipt* up to the *Maximum Contract Pressure*.
- (4) *Apex* will deliver the *Gas*, or cause the *Gas* to be delivered, to the *Producer* at the *Point of Delivery* at such pressures as are available in the *Gas Pipeline System* from time to time.

5.5. Lost Gas

Subject to Clause 10.1(3), *Apex* will not be responsible for *Gas* lost by pipeline rupture, explosion, fire, or other similar calamity, but will maintain and provide to the *Producer* a record of the *Producer's* proportionate share of any such loss and cooperate with all reasonable requests of the *Producer's* insurers or their agents during the course of an investigation of any claim arising from any such loss.

5.6. Allocations

- (1) For the purpose of administering *Transportation Contracts*, *Gas* flows will be allocated to determine the daily flow under each agreement.
- (2) The *Producer* and *Apex* will agree on an *Allocation Method* prior to the flow of *Gas*, and it will be confirmed in a letter agreement. In the event the *Producer* and *Apex* are unable to agree on an acceptable *Allocation Method*, *Apex* reserves the right to decide on the *Allocation Method* to be used.
- (3) One of the following *Allocation Methods* may be used or a mutually acceptable alternative method may be determined:
 - (a) Allocation prorated to *Nomination*;
 - (b) Allocation equal to *Nomination* for all *Transportation Contracts* but one, which is allocated the difference between total *Nomination* and physical flow;
 - (c) Allocation by entitlement (allocation of deliveries based on actual receipts);
or,

- (d) Allocation based on pre-set priority (first-next).
- (4) At locations where a portion of the Gas flowing belongs to parties other than the *Producer* and *Apex*, all parties must agree in writing on the *Allocation Method* used between those parties at that location.
- (5) A request for change in *Allocation Method* must be made by either the *Producer* or *Apex*, thirty (30) days prior to the requested change date. The *Producer* and *Apex* will agree on the revised *Allocation Method* prior to the change, and it will be confirmed in a letter agreement.
- (6) In the event the *Producer* and *Apex* are unable to agree on an acceptable revised *Allocation Method*, *Apex* reserves the right to decide on the revised *Allocation Method* to be used.

5.7. Impaired Transportation

- (1) If, by reason of the causes set out in Clause 5.7(3), *Apex* is unable, in whole or in part, to transport the quantities of Gas provided for in the *Transportation Contract*, then *Apex* will be relieved of liability for not transporting such quantities and *Apex* may curtail or discontinue *Transportation Service* under the *Transportation Contract* during the continuance and to the extent of the inability to transport. However, *Apex* will endeavour to give reasonable notice of any curtailment or discontinuance of *Transportation Service* arising by virtue of such causes and will promptly endeavour to remedy the cause of any curtailment or discontinuance of *Transportation Service* as soon as reasonably possible.
- (2) Such notice will specify *Apex's* estimate of the duration of any such curtailment or discontinuance of *Transportation Service* under the *Transportation Contract*.
- (3) The causes referred to in 5.7(1) are the necessity, in *Apex's* sole opinion, of making repairs, modifications, or improvements to the *Gas Pipeline System*. However, *Apex* will, when practicable, endeavour to effect such modifications or improvements, which are not emergency in nature, at a time and in a manner which will not unduly interfere with or interrupt transportation of Gas.

ARTICLE 6 – FINANCIAL MATTERS

6.1. Producer Pays Tariffs

- (1) Commencing on the *Billing Commencement Date*, the *Producer* will pay to *Apex*, for *Transportation Service* provided under the *Transportation Contract*, the charges set forth in the *Transportation Contract*.
- (2) The *Producer* will not be relieved from the obligation to pay the charges set forth pursuant to this Article unless Force Majeure has been invoked by *Apex*, as described in Article 7 of these *Producer Transportation Service Rules*.

6.2. Billing

- (1) On or before the twenty fifth (25th) Day of each *Month*, *Apex* may render to the *Producer* a statement with respect to *Gas* transported for the *Producer* during the preceding *Month* for:
 - (a) the amount payable by the *Producer* calculated in accordance with this Article, and
 - (b) the volume, *Gross Heating Value* and total energy of the *Gas* measured or estimated at the *Point of Receipt*.
- (2) *Apex* will make corrections to prior statements, as may be required, and will present the corrections to the *Producer* as soon as reasonably possible.

6.3. Payment

- (1) On or before the twenty first (21st) Day following the rendering of the statement by *Apex* to the *Producer*, the *Producer* agrees to pay *Apex* the total amount payable by the *Producer*, as set forth in the statement.
- (2) Each such payment will be made in Canadian funds through an agreed upon electronic transfer of funds to *Apex* or by cheque drawn in *Apex's* favour and delivered to *Apex* at the address stated in the *Transportation Contract*.

6.4. Unpaid Bills

Apex will assess a late payment charge calculated as 1.5% of any unpaid balance from a previous *Month's* statement, including unpaid previous late payment charges. Any unpaid balance from a previous *Month's* statement is considered past due. All payments will first be applied to unpaid balances.

6.5. Disputes

In the event the *Producer* disputes any part of any statement, the *Producer* will nevertheless pay to *Apex* the full amount of the statement when payment is due.

6.6. Failure to Pay

In the event the *Producer* fails to pay the full amount of any statement within sixty (60) Days after payment is due, *Apex*, in addition to any other remedy it may have, may suspend the receipt and delivery of *Gas* until full payment is made and such suspension will not terminate or otherwise affect the *Producer's* obligations to *Apex*.

6.7. Letter of Credit

- (1) The *Producer* will provide *Apex* with any financial information *Apex* reasonably requests to establish the *Producer's* credit worthiness.

- (2) *Apex* may require the *Producer* to provide, and at all times maintain, an irrevocable letter of credit in favour of *Apex* issued by a financial institution acceptable to *Apex* in an amount equal to the sum of the maximum amount payable by the *Producer* under this *Transportation Contract* for ninety (90) Days of service plus the installation cost of *Specific Facilities*.
- (3) Where *Apex* requires the *Producer* to provide a letter of credit and the *Producer* is able to provide alternative security acceptable to *Apex*, *Apex* will accept such security in lieu of a letter of credit.
- (4) *Apex* may, in any *Month*, draw on the letter of credit in an amount necessary to satisfy the charges due for the previous *Month* where the *Producer* has not paid such charges within the time and manner provided for in Clause 6.3.
- (5) *Apex* will return the letter of credit within thirty (30) Days after termination of the *Transportation Contract* less any amounts outstanding and unpaid at that time.

ARTICLE 7 – FORCE MAJEURE

7.1. Effect of Force Majeure on Breach

Subject to the other provisions of this Article, if either party to the *Transportation Contract* fails to observe or perform any of the covenants or obligations herein imposed upon it and such failure is occasioned by, in connection with or in consequence of Force Majeure, as hereinafter defined, such failure will be deemed not to be in a breach of such covenants or obligations.

7.2. Meaning of Force Majeure

For the purposes of the *Transportation Contract*, “Force Majeure” means any cause, other than financial, beyond the control of the party claiming suspension and which the party could not have prevented or overcome by due diligence, including, but not limited to:

- (a) Acts of God, such as lightning, earthquakes, storms, floods, fires, landslides, and washouts,
- (b) strikes, lockouts or other industrial disturbances,
- (c) Acts of the Queen’s enemy, sabotage, wars, blockades, insurrections, riots, epidemics, civil disturbances, arrests, and restraints,
- (d) explosions, breakages of or accidents to machinery or lines of pipe,
- (e) hydrate obstructions of lines of pipe or equipment,
- (f) temporary failure of Gas supply,
- (g) freezing of wells or delivery facilities, well blowouts, and craterings, and
- (h) the orders of any court or governmental authority.

7.3. Exceptions to Force Majeure

Notwithstanding Section 7.2(h), a decision, direction, or order made by the *Commission* in the normal course of it exercising its authority to establish the appropriate revenue requirement or rates of the parties to this agreement will not be considered an event of Force Majeure.

Neither party is entitled to the benefit of the provisions of Clause 7.1 of this Article under any of the following circumstances:

- (a) to the extent the failure was caused by the sole negligence of the party claiming suspension;
- (b) to the extent the failure was caused by the party claiming suspension having failed to remedy the condition where it is within that party's ability, alone, to do so and to resume the performance of such covenants or obligations with reasonable dispatch;
- (c) if the failure was caused by lack of funds or with respect to the payment of any amount or amounts then due under the *Transportation Contract*; or,
- (d) unless, as soon as possible after the happening of the occurrence relied upon or as soon as possible after determining the occurrence was in the nature of Force Majeure and would affect the claiming party's ability to observe or perform any of its covenants or obligations under the *Transportation Contract*, the party claiming suspension will have given to the other party notice, either in writing or electronically, to the effect such party is unable, by reason of Force Majeure (the nature of which to be specified in the notice), to perform the particular covenants or obligations.

7.4. Notice of Remedy

The party claiming suspension will likewise give notice, as soon as possible after the Force Majeure condition is remedied, to the effect the same is remedied and that party has resumed, or is then in a position to resume, the performance of such covenants or obligations.

7.5. Labour Disputes

Notwithstanding anything to the contrary in this Article, expressed or implied, *Apex* and the *Producer* agree the settlement of strikes, lockouts and other industrial disturbances will be entirely within the discretion of the particular party involved in the labour dispute and such party may make settlement of that dispute at such time and on such terms and conditions as it may deem to be advisable. No delay in making such a settlement will deprive a party of the benefit of Clause 7.1 of this Article.

ARTICLE 8 – TERMINATION ON DEFAULT

8.1. Non-Defaulting Party May Terminate

If either party fails to perform any of the covenants or obligations imposed upon it under, and by virtue of, the *Transportation Contract* (the “Defaulting Party”), then the other party (the “Non-Defaulting Party”) may, at its option, terminate the *Transportation Contract* by proceeding as set out in this Article.

8.2. Notice of Intent

The Non-Defaulting Party will cause a notice in writing to be given to the Defaulting Party advising as to the nature of the default and declaring it to be the intention of the Non-Defaulting Party to terminate the *Transportation Contract*.

8.3. Time to Remedy

The Defaulting Party will have ninety (90) Days after receiving any such notice to remedy the default specified and if, within the said period of ninety (90) Days, the Defaulting Party remedied any such default to the satisfaction of the Non-Defaulting Party, then the notice given pursuant to Clause 8.2 of this Article will be deemed to be withdrawn and the *Transportation Contract* will continue in full force and effect.

8.4. Producer’s Failure to Remedy

- (1) In the event the *Producer* does not remedy any default of which it has been given notice by *Apex* to the reasonable satisfaction of *Apex* within the said ninety (90) Day period, then *Apex* may terminate the *Transportation Contract* after the said ninety (90) Day period and the appropriate charges for all *Specific Facilities*, as well as the present value of all system tariffs in effect until the termination of the *Transportation Contract*, discounted at a rate equal to *Apex’s* after-tax weighted average cost of capital as approved by the *Commission* and in effect on the date the *Transportation Contract* is terminated by such default, will become due and payable.
- (2) All other rights and obligations of the parties under the *Transportation Contract* will cease upon termination of the *Transportation Contract*. However, any such termination will not affect any other remedy *Apex* may have at law or in equity.

8.5. Apex’s Failure to Remedy

- (1) In the event *Apex* does not remedy any default of which it has been given notice by the *Producer* to the reasonable satisfaction of the *Producer* within the said ninety (90) Day period, then the *Producer* may terminate the *Transportation Contract*.
- (2) All other rights and obligations of the parties under the *Transportation Contract* and these *Producer Transportation Service Rules* will cease upon the termination of the *Transportation Contract*. However, any such termination will not effect any other remedy the *Producer* may have at law or in equity.

ARTICLE 9 – NOTICE

9.1. Notice in Writing

Every notice, request, statement, or bill provided for by the *Transportation Contract* or any notice either *Apex* or the *Producer* may desire to give to the other will be in writing, directed to the party to whom it is given and delivered at such party's address as stated in the *Transportation Contract*.

9.2. 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 being given and will be deemed to be given four (4) business days after the mailing thereof, Saturdays, Sundays, and statutory holidays excepted.
- (2) Any notice may also be given by facsimile at the facsimile number designated in the *Transportation Contract*. Any such notice served by facsimile will be deemed to have been given twenty-four (24) hours after transmission of the same, Saturdays, Sundays, and statutory holidays excepted.
- (3) Any notice may also be delivered by hand to the person or their representative to whom such notice is to be given at such person's address for notice and such notice will be deemed to have been given when received by such person or representative.
- (4) Any notice may also be given by telephone or other electronic means followed immediately by letter or facsimile and any notice so given will be deemed to have been given as at the date and time of the telephone notice.

9.3. Disruption of Mail

In the event of disruption of regular mail every payment will be personally delivered and every notice, demand, statement, or bill will be given by one of the alternative means set out in Clause 9.2 of this Article.

ARTICLE 10 – MISCELLANEOUS MATTERS

10.1 Indemnity

- (1) The *Producer* agrees to indemnify and save *Apex* harmless from and against any and all claims, demands, suits, actions, debts, accounts, damages, costs, losses, liabilities and expenses of whatsoever nature or kind and howsoever and by whosoever made or incurred arising out of or in any way connected, either directly or indirectly, with any act, omission or default on the part of the *Producer* under the *Transportation Contract*;
- (2) Notwithstanding subsection 10.1(1), in no event, whether as a result of alleged negligence on the part of the *Producer* or otherwise, will the *Producer* be liable to *Apex* for loss of profits or revenues, cost of capital, loss for failure to deliver *Gas*,

cost of purchased or replacement Gas, claims of Apex's customers for failure to deliver Gas, cancellation of permits, termination of Contracts or other similar special or consequential damages or claims.

- (3) Apex agrees to indemnify and save the *Producer* harmless from and against all claims, demands, suits, actions, debts, accounts, damages, costs, losses, liabilities, and expenses of whatsoever nature or kind and howsoever and by whosoever made or incurred arising out of the gross negligence or wilful misconduct of Apex under the *Transportation Contract*.
- (4) Notwithstanding subsection 10.1(3), in no event, whether as a result of alleged gross negligence on the part of Apex or otherwise, will Apex be liable to the *Producer* for loss of profits or revenues, cost of capital, loss for failure to deliver Gas, cost of purchased or replacement Gas, claims of the *Producer's* customers for failure to deliver Gas, cancellation of permits, termination of Contracts or other similar special or consequential damages or claims.

10.2 Producer Transportation Service Rules Prevail

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

10.3 General Laws Apply

The *Transportation Contract* and the rights and obligations of the parties to the *Transportation 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.

10.4 Commitment to Performance

Apex and the *Producer* will, from time to time and at all times, do all such further acts and execute and deliver all such further deeds and documents as will be reasonably required to fully perform and carry out the terms of the *Transportation Contract* and these *Producer Transportation Service Rules*.

10.5 No Waiver

No waiver by Apex or the *Producer* of any default by the other under the *Transportation Contract* and these *Producer Transportation Service Rules* will operate as a waiver of a future default, whether of a like or different character.

10.6 Application to All Receipt Points

The *Transportation Contract* and these *Producer Transportation Service Rules* will apply *mutatis mutandis* to each *Point of Receipt* and corresponding *Point of Delivery*.

10.7 Application to Successors

The *Transportation Contract* will bind and enure to Apex and the *Producer's* respective successors and assigns. However, no assignment will release either party from such

party's obligations under the *Transportation Contract* without the written consent of the other party to such release. Such consent may not be unreasonably withheld.

10.8 Use as Security

Nothing contained in the *Transportation Contract* or these *Producer Transportation Service Rules* will prevent either party from pledging or mortgaging its rights under the *Transportation Contract* as security for its indebtedness.

10.9 Applicable Laws

The *Transportation Contract* will be construed in accordance with the laws of the Province of Alberta and the laws of Canada, as applicable.



**INTERIM
DEMAND GENERAL SERVICE CONTRACT**

for

**Customers Served by
Optional Demand General Service Rates 3 or 13**

Contract Number

DEMAND GENERAL SERVICE CONTRACT
FOR CUSTOMERS SERVED BY OPTIONAL RATES 3 OR 13

THIS GAS DISTRIBUTION SERVICE CONTRACT
FOR CUSTOMERS SERVED BY OPTIONAL RATES 3 OR 13 (the Contract)

made as of _____, _____, _____
Month Day Year

BETWEEN:

[CUSTOMER]

a body corporate, carrying on business
in the Province of Alberta
(the Customer),

OF THE FIRST PART,

- and -

APEX UTILITIES INC.

a body corporate, carrying on business
in the Province of Alberta
(Apex),

OF THE SECOND PART

WHEREAS:

- a) Apex owns and operates a Gas Distribution System within the Province of Alberta;
and
- b) The Customer and/or Customer's Retailer (the Retailer) has requested Apex provide Gas Distribution Service under Optional Rates 3 or 13 for the purpose of providing Gas Distribution Service to the Customer;

Apex and the Customer acknowledge and agree, in consideration of the following rights and obligations:

**ARTICLE 1
DEFINITIONS**

- 1.1 The words, terms, and phrases used in this Contract will, unless otherwise defined in the Contract or unless the context otherwise requires, have the meanings given to them in the *Gas Utilities Act, R.S.A. 2000, c. G-5* (the Act), the Apex Natural Gas Utility Service Rules (the Natural Gas Utility Service Rules), and the Apex Retailer Distribution Service Rules (the Retailer Distribution Service Rules).

**ARTICLE 2
RATE SCHEDULE AND TERMS AND CONDITIONS**

- 2.1 The Customer acknowledges receipt of a current copy of Apex's Rate Schedule (the Rate Schedule), attached to the Contract and marked as Schedule A, and agrees the Rate Schedule, as amended by Apex and approved by the Commission from time to time, is fully incorporated as an integral part of this Contract.
- 2.2 The Customer acknowledges receipt of a current copy of the Natural Gas Utility Service Rules and the Retailer Distribution Service Rules, attached to the Contract and marked as Schedule B, and agrees the Natural Gas Utility Service Rules and the Retailer Distribution Service Rules, as amended by Apex and approved by the Commission from time to time, are fully incorporated as an integral part of this Contract.

**ARTICLE 3
TERM**

- 3.1 Apex may terminate this Contract at any time:
- a) if any one or more of the conditions in Article 4 of this Contract has not been met or is not being complied with by the Customer; or
 - b) in accordance with the terms and conditions specified in the Natural Gas Utility Service Rules or Retailer Distribution Service Rules.
- 3.2 This Contract will terminate in accordance with, and on the terms and conditions prescribed by, any Order of the Commission pursuant to the Act.
- 3.3 Notwithstanding any other provision in this Contract, the obligations of the Customer and Apex set out in Articles 2, 3, 4, 5, 6, and 7 will be in effect at all times.

**ARTICLE 4
CONDITIONS TO PROVISION OF GAS DISTRIBUTION SERVICE**

- 4.1 The obligation of Apex to provide Gas Distribution Service to the Customer will be subject to the Customer satisfying all of the conditions prescribed by the Act, the Rate Schedule, the Natural Gas Utility Service Rules, and the Retailer Distribution Service Rules.

**ARTICLE 5
DELIVERY POINTS**

5.1 Point of Delivery (complete as applicable):

Legal address: _____

Municipal address: _____

Street: _____

Municipality: _____

Province: _____

5.2 Customer Information:

Customer Name: _____

Account No.: _____

Site ID/Premise No.: _____

Contact Information:

Name: _____

Title: _____

Phone No.: _____

E-mail: _____

Contact Mailing Information:

Street: _____

Municipality: _____

Province: _____

Postal Code: _____

**ARTICLE 6
SERVICE REQUIREMENTS**

6.1 The service requirements for the Contract are as follows:

Contract Demand: _____ gigajoules

Date of Initial Delivery: _____
(Year/Month/Day)

6.2 The Contract Demand may be amended, subject to written agreement by Customer and Apex.

**ARTICLE 7
RATE, BILLING & PAYMENT**

7.1 The rate for Gas Distribution Service provided by Apex to the Customer under this Contract will be either:

Rate 3 – Demand General Service (Optional); or
Rate 13 – Demand General Service (Optional) for Retailer.

7.2 Billing and payment terms will be as specified in the Natural Gas Utility Service Rules and Retailer Distribution Service Rules.

**ARTICLE 8
ADDRESSES FOR NOTIFICATION**

8.1 Unless otherwise required by the Rate Schedule, the Natural Gas Utility Service Rules or the Retailer Distribution Service Rules, notices will be made or delivered to one of the following addresses:

Apex: APEX UTILITIES INC.
5509 45 Street
Leduc, Alberta
T9E 6T6

Attention: Manager, Business Development
Fax No.: (780) 986-5220

Customer:

Address: _____

City, Province: _____

Postal Code: _____

Attention: _____

Fax No.: _____

8.2 Any party may change the address for notification by giving written notice to the other.

ARTICLE 9 GENERAL

9.1 Neither party may disclose any Confidential Information obtained pursuant to this Contract to any person without the express prior written consent of the other party. As used in this Article, the term "Confidential Information" will include all business, financial and commercial information pertaining to parties, the customers of either party, suppliers of either party, personnel of either party, any trade secrets and other information of a similar nature.

9.2 Notwithstanding the preceding paragraph, a receiving party may disclose Confidential Information to any governmental, judicial, or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling or order, provided:

- a) such Confidential Information is submitted under the applicable provision, if possible, for confidential treatment by such governmental, judicial, or regulatory authority;
- b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement; and
- c) prior to such disclosure, the other party is provided a reasonable opportunity to make submissions to the applicable governmental, judicial or regulatory authority concerning the appropriateness of having the confidential information disclosed, or the need to maintain the relevant information as confidential and/or such other submissions as the other party may consider reasonable and necessary in regards to the confidential information.

9.3 This Contract will be binding upon and inure to the benefit of Apex and the Customer and their respective successors and permitted assigns. The rights of the Customer under this Contract may not be assigned without the prior written consent of Apex. The rights of Apex under the Contract may be assigned at any time.

9.4 If any provision of this Contract is determined to be invalid, illegal or unenforceable in any respect, then, to the extent of such invalidity, illegality or unenforceability, such provision

will be severed from this Contract and the Contract will be interpreted and construed without reference to the severed provision(s) and the validity, legality or enforceability of the remaining provisions contained in this Contract will not, in any way, be affected or impaired.

- 9.5 Except as provided in Articles 2.1, 2.2, and 9.7 of this Contract, no modification of, or amendment to, this Contract will be valid or binding unless in writing and duly executed by Apex and the Customer. A waiver of any default, breach, or non-compliance under this Contract is not effective unless in writing and signed by the party to be bound by the waiver. No waiver will be inferred from, or implied by, any act or delay in acting by a party in respect of any default, breach, or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach, or non-compliance under this Contract will not operate as a waiver of that Party's rights under this Contract in respect of any continuing or subsequent default, breach, or non-observance (whether of the same or any other nature).
- 9.6 This Contract will be governed by the laws of the Province of Alberta and the federal laws of Canada, as applicable, and is subject to all applicable legislation, including the *Gas Utilities Act* and the regulations made thereunder, and all applicable orders, rulings, regulations, and decisions of the Commission or any other regulatory authority having jurisdiction over Apex.
- 9.7 This Contract may be signed in counterparts and each counterpart will constitute an original document and each counterpart, taken together, will constitute one and the same instrument. Counterparts may be executed either in original, facsimile, or electronic form and the parties adopt any signatures received by a receiving fax machine or email transmission as original signatures of the parties.

IN WITNESS WHEREOF this Contract has been properly executed by the Customer and Apex effective as and from the date first written above.

APEX UTILITIES INC.

Per: Signature _____

Name _____
(Please Print)

Date _____
Year/Month/Day

Per: Signature _____

Name _____
(Please Print)

Date _____
Year/Month/Day

CUSTOMER

Per: Signature _____

Name _____
(Please Print)

Date _____
Year/Month/Day

Per: Signature _____

Name _____
(Please Print)

Date _____
Year/Month/Day

SCHEDULE A
RATE SCHEDULE

SCHEDULE B
TERMS AND CONDITIONS OF SERVICE

Apex 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.

Special Charge	Fee
Remove and test meter - per meter:	
Residential	\$ 88
Other	Actual Cost
Special meter readings (each time).....	\$ 41
No Access Fee (each time)	\$ 41
Reconnection Fee:	
Residential	\$ 59
Other (except Irrigation)	Actual Cost
Irrigation Disconnection/Reconnection Fee:	
Each time (except normal season start and end)	\$ 88
Reinstallation of Meter/Regulator:	
Residential	\$ 88
Other	Actual Cost
Unauthorized Use Charge	Actual Cost
Dishonoured Payment Charge (NSF cheque, etc.) - each time.....	\$ 30
Any other service at Customer's Request	Actual Cost
Late Payment Charge	
Percentage applied to any unpaid balance from previous bills	1.5%
(18% per annum, compounded monthly)	
Standard Non-Refundable Contribution (as defined on p.3):	
Town	\$ 0
Rural Subdivision.....	\$ 588
Rural Other	\$ 6,352

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

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Apex 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 refer to Page 1 of this Special Charges Schedule 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.

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Apex 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 Apex Utilities Inc. designated subdivision;
- Rate 1/11 – Rural Other – A *service site* not defined as ‘Town’ or ‘Rural Subdivision’;
- Other – A *service site* served under any rate other than Rate 1/11.

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