

Lac La Biche District Natural Gas Co-op Ltd.

Rules and Regulations

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Purpose of Rules & Regulations

The Lac La Biche District Natural Gas Co-op Ltd. is a member-owned utility committed to providing our customers with safe, reliable and economically natural gas utility services.

As members, you 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.

The rules and regulations are for our system. They govern how we serve you, and how to 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 that agreement with you whether you sign a contract or we simply begin providing you with utility services on the basis of these rules.

Our goal is to make the process of applying for and receiving natural gas service as convenient as possible. We hope this information has been helpful. If you have questions about this or any other natural gas service issue, please contact us.

Definitions:

- Lines and equipment – means all the facilities in our gas distribution system that lead up to the delivery point and anything else we own and install to provide you with gas distribution service – excludes gas appliances or secondary gas lines.
- 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.

A. Applying for New Gas Distribution Service

1. Completing the Application Form

To ensure prompt processing of your application for a new gas distribution service, it is imperative that you thoroughly complete all portions of the [Application for Natural Gas Service](#) form. Fax the completed form to our office at 780-623-4900.

2. Completing the Customer Contract

Once the application has been accepted, you will be required to complete and sign a [Customer Contract](#).

We need as much information as you can provide so that you can be contacted in an emergency.

3. We Need Rights to Access Your Land

When you sign a service contract 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 our lines and equipment. Those rights may include easements and utility rights-of-way for lines and equipment required to service your service site, on any of the land even if it is not the service land. They 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 reasonable restore your land when we are finished. Finally, 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 service. If we cannot acquire these land rights, we may not be able to serve you.

4. Meeting All Other Conditions

Before construction can start, the following conditions must be met:

- Payment of the customer contribution amount in full (all fees and charges are set out in the Special Charges Schedule located at the end of these Rules)
- The basement or foundation must be back-filled.
- The proposed gas meter location must be clearly marked on the outer wall of the building and must comply with meter location requirements.
- The location of all underground facilities must be clearly marked. An Alberta One-Call will be placed by our office to have underground utilities marked prior to our arrival.
- The route from the gas main to the meter location must be clear of all obstacles, dirt piles and debris.
- If a modular requires natural gas service, the modular must be on its foundation.

5. Constructing the Service

After all the necessary approvals are obtained, we will schedule the natural gas service for construction. A Gas Co-op representative will visit the site to confirm with you, and adjoining property owners, the route of constructing the service.

6. Installing Gas Piping and Appliances

We provide natural gas distribution service up to your service site. You are responsible for arranging the installation of any gas piping beyond the outlet of our meter and any of the gas appliances you require.

Government codes and regulations govern the installation of gas piping and appliances. A certified gasfitter must complete the work.

A gas installation permit is required to install or alter any gas piping beyond the outlet of our meter. You or your certified gasfitter must acquire a valid permit before you begin this work. Permits are available through your municipality.

7. Making a Request for the Meter

After our construction work is complete and your site is ready for natural gas, you or your gasfitter must make a request for the gas meter. You will be asked to provide the following:

- A copy of the gas permit, indicating permit number, BTU load, and the gasfitter's information.
- A pressure test that passes required standards. We must either witness the pressure test, or it can be witnessed by a certified gasfitter who then completes the "[Service Completion Notification](#)", and submits to our office.

Once both documents are received, we will then install the meter. You or your gasfitter are responsible for the final piping connection to the meter and appliance activation.

You are now ready to enjoy the comfort, convenience and reliability of natural gas!

B. Applying for Transfer of Gas Distribution Service

1. Completing the Customer Contract

Each landowner must complete a [Customer Contract](#).

A gas reading on the day of possession must be reported to our office.

Proof of a good crediting standing is required; if the customer cannot produce this requirement, then a deposit may be required on the account.

We may also ask for a security deposit at any time after the service has started if you do not have a good payment history, or if we have had to turn your gas off for not paying your bill on time.

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.

If you wish to rent your property, and have the billing in your renter's name, you must complete a Renter's Agreement, signed by the landowner and the tenant. In the event that the renter does not pay outstanding bills, the landowner is still responsible for the costs for gas consumed.

In the case of trailer parks, the owner of the trailer park is the "landowner", the owner of the trailer is the "renter". If the owner of the trailer wishes to rent to a third party, the billing will stay in the renter's name.

2. We Need Rights to Access Your Land

When you sign a service contract 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 our lines and equipment. Those rights may include easements and utility rights-of-way for lines and equipment required to service your service site, on any of the land even if it is not the service land. They 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. Finally, 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 service. If we cannot acquire these land rights, we may not be able to serve you.

3. Activation Fee

If you assume gas distribution service at a service site, you may pay the account activation fee to cover the cost of activating your account. An account is required for all customers.

The amounts of the account activation fee and other special charges are set out in the Special Charges Schedule at the end of these rules.

C. Other Information

1. Secondary Services

Unless you make some other agreement with us, there is only one delivery point for your service site and that is the outlet of the meter installed at the service. If you want more than one delivery point at the service site, we can install a secondary service line provided you pay the extra cost.

2. Customer Contribution Charges

The Board of Directors approves the contribution amounts. Once an application for gas service has been accepted, this is the amount to be paid. If the costs are increased or decreased prior to construction, this will not affect the rate agreed to on the application for the current construction year but only up to the following construction year.

3. Additional Contributions

In some cases, we may have to upgrade our gas main to provide you with gas distribution service. To be fair to the other customers sharing the costs of our system, if a gas main upgrade is necessary, you may be required to make a contribution for the upgrade.

D. Rights and Responsibilities

1. Reporting Problems and Preventing Waste

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

2. Protect Your Lines

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

- You must tell Alberta One-Call at least two full working days before you or anyone working for you does any excavation work on the service land. Alberta One-Call will notify us and other utilities in your area when work that could damage lines and equipment is planned. Contact Alberta One-Call at 1-800-242-3447.
- You cannot start digging until we have had a chance to mark the approximate location of our lines and equipment, including gas mains and service lines, in the area to be excavated. We will make reasonable efforts to have the lines marked within the time you have requested, provided the minimum notification period is met. Even if we have not marked the lines within the request time, you must not dig until we have marked the lines.
- You must let us know immediately if you, or someone doing work for you, damage the lines and equipment. Our emergency response personnel are available to respond to gas leaks 24 hours per day.
- If one of our lines or equipment is damaged, call us immediately from a safe location using our emergency phone number. Alternatively call the fire department. Do not return to the location of the gas leak or allow any non-emergency personnel to do so.

3. Changes to Service Site

As long as the lines and equipment are in place, you may not, without written consent, do anything to the service land or service site that will make it difficult for us to maintain our lines and equipment. That includes, for example, place a building, planting a tree, or digging a dugout, over or near the lines and equipment. If you put anything in the way, and we damage it trying to work on our lines and equipment, we are not responsible for the damage. If you make changes to the service land or service site that increases the costs of operating, maintaining or repairing the lines and equipment, you may have to pay those extra costs.

4. Access to Site

We can access the service land or enter the service site at any reasonable time to do anything necessary to maintain, repair, and operate our system safely and efficiently. That includes reading meters, turning gas on or off, examining and repairing the lines and equipment and checking to see how you are using the gas. We can also dig and do any other work necessary to fix our system.

At any time we think there is an emergency, we can use reasonable force, if we have to, to access the service land or enter the service site.

5. Advance notice

When we can, we will notify you in advance that we will be performing work on the service site. Depending on the type of work, we may contact you directly or in writing, or we may inform you by other means such as newspaper ads or messages with your bill. However, if situations such as

emergencies where we must act immediately, we normally will not provide advance notice. Similarly for routine activities such as meter readings, we normally will not provide notice.

6. Measuring Use and Charges

The amount of gas you use is measured in units of energy, or gigajoules.

7. Meter Problems

All members are responsible to report meters that do not appear to be working correctly, so that they can be investigated.

If the meter stops working properly, we will determine when that happened and estimate the amount of gas you used. We will adjust your charges accordingly. The estimate will only be for the time we think the meter was not working properly. If we cannot reasonably determine when the meter stopped working properly, we will correct your charges in compliance with applicable laws and Board direction.

8. Meter Measurement Discrepancies

You have the right, under the Electricity and Gas Inspection Act, to dispute our meter measurements. We have the same right. If you register a dispute to the federal government and our meter measurements are found to be within the limits of error allowed in the Act, you will have to pay us the cost of removing the meter for testing. You don't have to pay that cost if it turns out our meter measurements are not within the limits of error. 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.

9. Service Charges

All our rates and charges are approved by the Board of Directors. If you think any charge is unfair, you should advise us and we will attempt to resolve your concern quickly. If you are not satisfied, you can submit a written complaint to the Board of Directors.

Within 30 days after we have installed the lines and equipment to serve you, you must begin paying the fixed rate charge, whether you have started using gas or not.

10. Idle Services

If you discontinue using gas at the service site, you will still be required to pay the fixed rate charge.

If you do not wish to pay the fixed rate charge, you must complete a Dismantle request. Once the request has been submitted, it will be reviewed by the Board of Directors for their approval.

Once approved, the service may be withdrawn from that service site, at a cost to the customer. If the service is required at a later date, the customer will need to pay either 12 months of fixed rate charges or a new service fee, depending on the duration that the service was discontinued.

11. Gas Disconnections

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

We reserve the right to terminate gas supply without notice for accounts that are 90 days overdue, and have been sent a disconnection notice. In inclement weather, where appliances and pipes will be affected by freezing weather, we will provide the customer three days notice to drain water lines, and prepare the service site for disconnection of gas.

12. Paying Your Bills

Each bill indicates the due date that payment must be received at our office. If payments are made at banking institutions, then adequate time must be allowed for the payment to be received in our office. 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.

Budget plans can be applied for during the months of April to July. All bills are "zero'd" out at May 31st of each year (debit amounts must be paid out, and no payments are required on credit amounts).

Auto withdrawal is available as of June 1st, 2010. Please complete the form and provide a void cheque. The auto withdrawal will begin the month after receiving the form.

NSF cheques will be charged a \$25 fee.

We reserve the right to refuse cash payments in excess of \$250.00.

E. Terminating Gas Distribution Service

1. Notification

If you decide you no longer want gas distribution service, you must notify us as soon as possible. Gas distribution services may be stopped for a number of reasons, including a customer moving or sale of the service site, or permanent termination at the service site. Gas flow cutoffs may be due to temporarily turning the gas off for service site renovations, or relocation of our lines and equipment.

Until we receive your notice, you have all the responsibility set out in the Rules, or in any contract we have with you, whether you are actually taking gas or not.

For example, if you move without notifying us, you must continue to pay us for gas distribution service provided at the service site even if you personally didn't receive it.

Written notification is preferable.

2. Emergencies

If we think that it will be hazardous to continue delivery of gas to the service site, we can immediately, without notice, stop 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 a emergency.

3. Other Reasons

We can temporarily or permanently stop service we provide you at any service site on 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 of 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 contracts you have with us;
- You have misrepresented what you are using gas for, how much you are using;
- You move from the service site;
- We cannot get to our meter at the service site for six 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.

F. Liability and Responsibility

These rules are part of every service contract and all our service contracts are governed by the laws of Alberta.

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 cannot resell the gas we deliver to you.

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

Your service contract 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 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 that results from the installation, presence, maintenance and operation of your property, so long as it is not caused by our negligence.

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, weather catastrophes, labor disputes, fires, accidents, pipeline or machinery breakdowns or repairs, shortages of gas supply, and 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.

SPECIAL CHARGES SCHEDULE

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|---------------------------------------|------------|
| Account Activation Fee | \$25.00 |
| Disconnect Fee | \$50.00 |
| Reconnection Fee | \$50.00 |
| Non-Read fee | \$5.00 |
| NSF Cheques | \$25.00 |
| Customer transfer request | \$5.00 |
| Final notice letter | \$10.00 |
| Secondary Lines | Actual* |
| Line Alteration at Customer's Request | Actual* |
| Late payment interest | 2.0% |
| Customer Contribution – Rural | \$6,000.00 |
| Customer Contribution – Urban | \$3,250.00 |

* Actual – means our direct costs for labour, materials, services and equipment plus applicable overheads.