APEX UTILITIES INC

NATURAL GAS UTILITY SERVICE RULES

Effective August 1, 2026

Decision 30626-D01-2026

A Guide to These Rules

Part 1 What These Rules are About 1

Part 2 Signing Up for Gas Distribution Service 2

Part 3 Installing or Changing Your Gas Distribution Service 5

- 3.1 Connecting You to Our System 5
- 3.2 Placing the Lines and Equipment 6
- 3.3 Charges for Installing or Changing the Lines and Equipment 7

Part 4 Rights and Responsibilities Once Gas Distribution Service Begins 9

Part 5 Measuring Use and Charges 11

Part 6 Service Charges 13

Part 7 Paying Your Bills 14

Part 8 Arranging Your Gas Supply 17

Part 9 Stopping Utility Services or Gas Distribution Service 18

Part 10 Liability, Responsibility, and Other Legal Matters 22

Part 11 List of Definitions 24

Part 12 Contact Information 27

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 g*as 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 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 Apply for a New Natural Gas 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*.

Assignment of gas distribution service rate class

6.3 At the time of connection, we will assign you to a *gas distribution service* rate class based on the amount of gas you expect to use. If we identify a change in how much gas you use, we may assign you to a different *gas distribution service* rate class.

6.4 If you notify us of a change to your *service requirements*, we may assign you to a different rate class based on how much gas you expect to use. If your change in *service requirements* qualifies for the Demand General Service rate class, a special agreement as described in Parts 2.13 and 2.14 is required.

6.5 Reassignment between rate classes is effective on a go forward basis.

Using natural gas for irrigation pumping requires a special rate class

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

6.7 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

6.8 You may or may not have a billing demand. The billing demand for the Demand General Service rate class can change. Our Demand General Service 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

6.9 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

6.10 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 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. 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.

7.13 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

7.14 The amount due on your bill is owing as of the invoice date. If the bill is not paid in full by 21 days from the invoice date, the payment will be considered late and a Late Payment Charge may be applied on the unpaid amount. You should make sure your method of payment will allow enough time for your payment to reach us before this date.

7.15 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 u*nauthorized 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