



Handbook of Rates and Distribution Services

October 1, 2023

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1. Introduction

2 Liberty Utilities (Gas New Brunswick) LP as represented by its general partner Liberty Utilities (Gas New
3 Brunswick) Corp. ("Liberty") is the holder of the General Franchise to distribute natural gas and provide
4 Customer Services in the Province of New Brunswick. The purpose of this Rate Handbook is to define the
5 various natural gas distribution rate classes and the associated rates and the scope and application of
6 certain policies relating to the operation of Liberty's Distribution System in the Province of New Brunswick.

7 In accordance with the Gas Distribution Act, 1999, Liberty is required to file with the Board schedules
8 showing all rates and tariffs that the Board has approved for the Distribution Services that Liberty offers in
9 the Province. These rates and tariffs are set out in this document and are also available on Liberty's website:
10 libertyutilities.com.



2. Definitions

In this Rate Handbook, the following terms have the meanings set out below:

Term	Description
Annual Minimum Volume	The annual minimum volume agreed to by the Applicant, an Applicant's Gas Marketer or a Gas Marketer acting on behalf of an Applicant under its Rate Schedule or Distribution Service Agreement.
Applicant	The Person who makes application to Liberty for one or more of the services of Liberty and such term includes any Person receiving one or more of the services of Liberty.
APT	Atlantic Prevailing Time
Billing Month	A period of approximately 30 days following which Liberty renders a bill to an Applicant, an Applicant's Gas Marketer or a Gas Marketer acting on behalf of an Applicant.
Board	New Brunswick Energy and Utilities Board constituted pursuant to the Energy and Utilities Board Act (New Brunswick).
City Gate Station	The point or measuring station at which Liberty receives natural gas from a high-pressure pipeline or a Local Gas Producer and at which natural gas is metered, reduced in pressure and prepared for distribution to Customers.
Contract Demand	A contractually specified daily volume of natural gas applicable to service under a particular Rate Schedule which is the maximum volume of natural gas Liberty is required to deliver to a Customer at its Terminal Location on a daily basis under a Distribution Service Agreement.
Contract Demand Charge	A fixed monthly charge set forth in a Rate Schedule which is applied to the Contract Demand specified in a Distribution Service Agreement. It represents the charges for reserved capacity in the Distribution System.
Curtailment	An interruption in a Customer's natural gas delivery at a Terminal Location resulting from compliance with a request or an order by Liberty , an Applicant's Gas Marketer or a Gas Marketer acting on behalf of an Applicant to discontinue or curtail the use of natural gas.
Customer	Any Person, other than a Gas Distributor, who uses or consumes natural gas from the Distribution System within New Brunswick for residential, institutional, commercial, industrial, manufacturing or marketing purposes or any similar purpose.



Customer Charge	A monthly fixed charge for the connection to the Distribution System and is not related to the volume of natural gas actually consumed.
Customer Service	A service that is not a natural monopoly and includes services such as appliance service, meter reading, billing, collections, call centre, load balancing, peaking service, supplier of last resort service, storage and arranging for pipeline capacity on a Transmission Line or a pipeline regulated by the United States Federal Energy Regulatory Commission.
Daily Demand	The volume of natural gas taken on a day at a Terminal Location. The volume is measured by daily metering equipment, or where Liberty does not own and maintain daily metering equipment at a Terminal Location, the volume of natural gas taken within a billing period divided by the number of days in that billing period.
Delivery Charge	A charge per unit volume of natural gas actually delivered by Liberty and taken by the customer.
Distribute/Distribution	To transmit, transport, move or conduct natural gas by means of a Distribution System.
Distribution Service	The Distribution of natural gas for an Applicant, an Applicant's Gas Marketer or a Gas Marketer acting on behalf of an Applicant from the Point of Acceptance to the Terminal Location.
Distribution Service Agreement	An agreement between Liberty and the Applicant, an Applicant's Gas Marketer or a Gas Marketer acting on behalf of an Applicant which describes the responsibilities of each party in respect to the arrangements for Liberty to provide Distribution Service to one or more Terminal Locations.
Distribution System	All or part of a pipeline, up to and including the meter, which is used to Distribute natural gas to a building where it is used by a Customer.
Electronic Bulletin Board (EBB)	An interactive system used by Gas Marketers to submit and track nominations.
Franchise Area	The area of the Province in which Liberty has been granted the right to distribute natural gas and offer Customer Services to Customers.
Gas Day	A period of 24 consecutive hours, beginning and ending at 11:00 a.m. APT; any date referred to in the Distribution Service Agreement refers to a day commencing at 11:00 a.m. APT on such date.
<i>Gas Distribution Act, 1999</i>	The New Brunswick legislation that provides the framework for and rules under which natural gas can be distributed in the Province of New Brunswick. As set forth in the Statutes of New Brunswick, 1999, c. G-2.11, as amended.



Gas Distributor	A Person owning, operating, managing or controlling a Distribution System and who has been granted a General Franchise or a Local Gas Producer Franchise under the <i>Gas Distribution Act, 1999</i> to distribute natural gas to Customers in the Province and includes a Person to whom the rights and obligations under a franchise agreement have been assigned. For the purposes of this Rate Handbook, Gas Distributor shall mean Liberty .
Gas Marketer	A Person who holds a certificate issued by the Board pursuant to Section 61 of the <i>Gas Distribution Act, 1999</i> .
Gas Transportation Services User (GTS user)	A Person that purchases natural gas transportation services from M&NP or a M&NP Customer, for services on the transmission pipeline upstream of the Distribution System.
General Franchise	A franchise to distribute natural gas and provide Customer Services in the entire Province, subject to Single End Use Franchises, Liquefied Natural Gas Franchises and Local Gas Producer Franchises under the <i>Gas Distribution Act, 1999</i> and subject to any order of the Board made under subsection 9(2) of the <i>Gas Distribution Act, 1999</i> .
Gigajoule (GJ)	See Joule
Gigajoule Conversion Factor (GCF)	The conversion factor used to convert the volume of natural gas measured at the Terminal Location to Gigajoules. The GCF is based on the average energy content of natural gas delivered by the Distribution System during the Billing Month and will be based on the average of daily energy contents of natural gas received by the Distribution System during the Billing Month.
Joule (J)	The amount of work done when the point of application of a force of one newton is displaced one metre in the direction of the force. One gigajoule ("GJ") means 1,000,000,000 joules.
Last Resort Supply Service	Service available where a Gas Marketer fails to supply natural gas to a Customer on a timely basis and no other Gas Marketer is able or willing to do so.
Line Item Billing Service	Line item billing is an administrative function offered to Service Providers who utilize ABC or AB Billing services and can request a line item be added to the Customer bill.
Liquefied Natural Gas Franchise	A franchise granted for distribution of natural gas under subsection 6.1(1) of the <i>Gas Distribution Act, 1999</i> .
Local Gas Producer	A Person having the right to remove natural gas from a well in New Brunswick.



Local Gas Producer Franchise	A franchise granted under the <i>Gas Distribution Act, 1999</i> to a Local Gas Producer for an area that is less than the whole of the Province.
Lost and Unaccounted For (LUF)	The amount of natural gas determined from time to time which is lost and unaccounted for in the Distribution System.
M&NP	Maritimes and Northeast Pipeline Management Ltd., as general partner for and on behalf of Maritimes & Northeast Pipeline Limited Partnership.
Natural Gas	Any hydrocarbon or mixture of hydrocarbons that, at a temperature of 15 degrees Celsius and an absolute pressure of 101.325 kilopascals, is in a gaseous state.
Nominate/Nomination	The procedure of advising Liberty of the volume of natural gas which the Applicant, an Applicant's Gas Marketer or a Gas Marketer acting on behalf of an Applicant will be delivering on a daily basis to Liberty .
Nominations	Statements by an Applicant, an Applicant's Gas Marketer or a Gas Marketer acting on behalf of an Applicant of the volume of natural gas they will deliver to Liberty in a day.
Operational Flow Order (OFO)	An order by Liberty to any GTS user to increase or decrease the delivery of natural gas at the Point of Acceptance for a defined period of time.
Overrun	The amount of natural gas taken at a Terminal Location exceeding the Contract Demand.
Person	An individual, corporation, partnership, firm, joint venture, syndicate, association, trust, trustee or other form of entity or organization.
Pipeline	Any pipe, system or arrangement of pipes wholly within the Province for distributing natural gas and all property and works of any kind used in connection therewith but does not include a Transmission Line.
Point of Acceptance	The point at which Liberty accepts delivery of a supply of natural gas for delivery to an Applicant, an Applicant's Gas Marketer or on behalf of a Gas Marketer acting for an Applicant. Such point will be at the interconnection of the facilities of M&NP or a Local Gas Producer and Liberty's Distribution System commonly referred to as a City Gate Station.
Rate Handbook	This Handbook of Rates and Distribution Services.
Rate Schedule	A lettered and/or numbered rate of Liberty which has been approved or fixed by the Board and in effect from time to time, as found in Appendix A.



Recurring Charge	A monthly charge for products and services delivered on a recurring basis by a Service Provider and are included on a Customer's bill each month.
Service Provider	A Gas Marketer or other market participant who provides products and services to Liberty's Customers. Such products and services appertain to the utilization of natural gas.
Single End Use Franchise	A franchise granted to a Single End User for one specific industrial facility owned and operated by the Single End User.
Single End User	A Person who receives natural gas directly from a Transmission Line for use at one specific industrial facility owned and operated by that Person.
Terminal Location	The facility which reflects the point at which the custody of natural gas is transferred from Liberty to the Applicant or Customer; the outlet side of Liberty's metering facilities.
Transmission Line	A pipeline as defined in the <i>National Energy Board Act (Canada)</i> .

1

2 **3. Rates and Services**

3 The purpose of this section is to provide a general description of rate classes offered by Liberty and the
4 associated services. Such provisions are not definitive or comprehensive as to their subject matter.

5 **3.1 General Franchise Services**

6 Liberty provides Distribution Services within its Franchise Area. The natural gas to be delivered shall be
7 owned by the Applicant, the Applicant's Gas Marketer, a Gas Marketer acting on behalf of an Applicant for
8 service or Liberty.

9 **3.2 Applicability**

10 Unless otherwise stated in a Rate Schedule, Liberty's rates and services are available throughout the entire
11 Franchise Area serviced by Liberty. Distribution Service will be provided subject to Liberty having the
12 capacity in its Distribution System to provide the Distribution Service requested.

13 **3.3 Rate Classes**

14 Liberty's Distribution Services are provided under the following rate classes:

15 **3.3.1 Small General Service (SGS)**

16 Small General Service (SGS) Rate is applied to any Applicant using Liberty's Distribution System to
17 have a supply of natural gas delivered to a single Terminal Location served through one meter.
18 Service under this Rate Schedule is limited to the following:



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- 1
 - 2
 - 3
 - 4
- Dwellings: a private suite of rooms used for living purposes in which the occupants have access to all rooms
 - Dwelling out buildings
 - Individually metered, self-contained dwelling units within an apartment building.



3.3.2 Mid General Service (MGS)

Mid-General Service Rate is applied to any Applicant using Liberty Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter. Service under this Rate Schedule is limited to non-SGS eligible Applicants with consumption less than 250 GJs per Billing Month.

3.3.3 Large General Service (LGS)

Large General Service Rate is applied to any Applicant using Liberty's Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter. Service under this Rate Schedule is limited to Applicants with a maximum consumption of at least 250 GJs per Billing Month.

3.3.4 Contract General Service (CGS)

Contract General Service Rate is applied to any Applicant using Liberty Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter. Service under this Rate Schedule is limited to Applicants with a maximum consumption of at least 1,000 GJs per Billing Month and less than 10,000 GJs per Billing Month who enter into a Distribution Service Agreement with Liberty for a Contract Demand of no less than 36 GJs per day.

3.3.5 Industrial Contract General Service (ICGS)

Industrial Contract General Service Rate is applied to any Applicant using Liberty's Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter. Service under this Rate Schedule is limited to Applicants with a maximum consumption of at least 10,000 GJs per Billing Month who enter into a Distribution Service Agreement with Liberty for a Contract Demand of not less than 360 GJs per day.

3.3.6 Off-Peak Service (OPS)

Off-Peak Service Rate is applied to any Applicant using Liberty's Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter for the months of April through November.

3.3.7 Last Resort Supply Service

Last Resort Supply Service is applied to any Applicant using Liberty's Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter where a Gas Marketer fails to supply natural gas to the Applicant on a timely basis and no other Gas Marketer is able or willing to do so.



3.4 Rate Classification

3.4.1 Initial Determination

Liberty will initially determine the rate class which best fits the Customer's consumption pattern.

3.4.2 Request for Change in Rate Class

A Customer requesting a change to the rate class to which it has been assigned must submit a letter in writing to Liberty outlining the rationale for the request. The request will be reviewed by Liberty's Customer Care Manager and a written decision as to that Customer's rate class will be provided to the Customer within 30 days of receiving the request.

3.4.3 Customer Rate Class Reclassification

Liberty reserves the right to review Customer accounts and make changes to the rate class to which a Customer has been assigned. Rate class reclassification can occur under the following conditions:

Customer accounts will be reviewed annually, to ensure the Customer's monthly consumption continues to correspond to the rate class to which the Customer has been assigned. Any changes to the rate class to which the Customer has been assigned will occur in the month following the annual review.

Notification of a rate class reclassification will be provided on a timely basis in writing to the Customer.



3.4.1 Applicable Rate

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A Customer will be charged the Board approved rate for the rate class outlined in the Rate Schedule in Appendix A to which that Customer is assigned from time to time.



4. Application for Natural Gas Distribution Service

4.1 Provision of Service

An application for Distribution Service will require the completion of Liberty's Application for Natural Gas Service form and may be initiated by mail, telephone, email or in person at any of Liberty's offices at the following locations:

Fredericton: 440 Wilsey Road
Fredericton NB
E3B 7G5

Saint John: 691 Somerset Street
Saint John, NB
E2K 2Y6

Moncton: 84 Driscoll Crescent
Moncton, NB
E1E 3R8

Telephone: 1-800-994-2762

Email: info@naturalgasnb.com

An Applicant, an Applicant's Gas Marketer or a Gas Marketer acting on behalf of an Applicant, at the time of applying for Distribution Service, must elect, for the term of any Distribution Service Agreement, to deliver its own natural gas requirements to Liberty at the Point of Acceptance. Each Customer is responsible for the selection of its Gas Marketer. Liberty shall deliver natural gas to a Terminal Location as required by the Applicant, subject to the terms and conditions contained in this Rate Handbook and the applicable Rate Schedule and Distribution Service Agreement.

The Applicant must be the owner or tenant of the premises or facility for which service is requested and will be required to provide proof of identification.

The signed original Application for Natural Gas Service will remain on file at Liberty's head office located at 440 Wilsey Road, Fredericton, NB.

When the owner or tenant of premises or a facility along the line of any of Liberty's pipelines can be economically supplied through a main extension requests Distribution Service from Liberty, Liberty will, subject to Section 4.2.1, render the service requested once the following have been completed:

(a) an Application for Natural Gas Service

(b) Liberty has provided a written estimate of costs that the Applicant will be required to pay and such estimate has been accepted in writing by the Applicant. Costs will include:



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- 1 I. the material and installation costs relating to any portion of the service line,
2 service connections and appurtenant facilities located on the Customer's
3 property that exceeds the portion which Liberty will install without charge
- 4 II. any surcharge (contribution-in-aid-of-construction) relating to the portion of the
5 main and appurtenant facilities that exceeds the portion which Liberty will install
6 without charge
- 7 (c) the Applicant has furnished reasonable security as to the performance of the Applicant's
8 obligations if required to do so by Liberty
- 9 (d) the Applicant has furnished any required rights-of-way or made agreement to pay costs
10 therefor
- 11 (e) the Applicant has assured Liberty that the Applicant will be a reasonably permanent customer
12 of Liberty

13 Liberty provides Distribution Services within its Franchise Area. The natural gas to be delivered shall be
14 owned by the Applicant, the Applicant's Gas Marketer, a Gas Marketer acting on behalf of an Applicant for
15 service or Liberty.

16 **4.1.1 Security Deposit**

17 Liberty may require the payment of a security deposit as a condition of service. The amount and
18 timing for the security deposit will be determined by Liberty.

19 A security deposit is not required from a Customer who complies with one of the following:

- 20
- 21 (a) has a positive payment history on another Liberty account in the Customer's name
- 22 (b) can supply a satisfactory credit reference from another utility
- 23 (c) consents to a credit check and the results are satisfactory

24 **4.1.2 Security Deposit**

25 Security deposits may be in the form of

- 26 (a) cash
- 27 (b) letter of guarantee from a chartered Canadian bank or trust company
- 28 (c) bearer bonds guaranteed by either the Government of Canada or the Province of New
29 Brunswick

30 **4.1.3 Deposit Amount**

31 Deposits from Small General Service Customers may not exceed three times the Customer's
32 estimated average monthly bill for a calendar year except in the case of natural gas space



1 heating customers where deposits may not exceed five times the estimated average monthly bill
2 for the heating season, to secure payment for Distribution Services actually rendered, or for the
3 rental of fixtures, and facilities actually supplied. Liberty shall inform the Customer of his or her right
4 to have the amount of the required deposit reviewed by the Board if the Customer wishes to do
5 so.

6 A deposit for Mid-General Service, Large General Service, Contract General Service and Industrial
7 Contract General Service shall not exceed the cost of four times the Customer's average monthly
8 usage, except in the case of a Customer whose usage varies widely such as space heating or
9 cooling customers, or certain manufacturing and industrial processors, where the deposit shall
10 not exceed the cost of four times the average monthly usage for the four months of highest
11 consumption.

12 **4.1.4 Interest**

13 Each depositor shall accrue interest compounded semi-annually. The interest rate shall be set at
14 the rate prevailing on Government of Canada three year bonds at the beginning of the calendar
15 quarter in which the deposit is received. The interest rate shall remain constant for one year. If the
16 deposit is held beyond one year, the interest rate shall be adjusted annually to the prevailing
17 interest rate at the time of the extension. Interest shall be paid upon the return of the deposit, or
18 where the deposit has been held for a period of at least one year, the interest shall be credited to
19 the Customer on the first billing for Distribution Service rendered after the end of such period.

20 **4.1.5 Deposit Return**

21 Each depositor, upon ceasing to be a Customer, shall promptly receive a refund of such deposit
22 and all interest thereon not theretofore refunded or credited, upon surrendering the deposit
23 certificate (or submitting satisfactory proof of the right to receive the deposit) and upon payment
24 of all bills for which such deposit is security.

25 **4.2 Refusal of Services**

26 **4.2.1 Grounds**

27 Liberty reserves the right to refuse to provide or continue to provide Distribution Service under the
28 following circumstances:

- 29 (a) the Applicant owes Liberty for Distribution Service rendered at the same or another
30 address
- 31 (b) for failure or refusal of the Customer to pay any amount owing to Liberty
- 32 (c) the Applicant refuses to pay any required security deposit
- 33 (d) such service would unduly interfere with or impact the integrity of the Distribution
34 System



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- 1 (e) there are safety considerations at the premises or facility to be served or being served
2 (f) use of natural gas by the Customer for any purpose other than that described in the
3 service application, gas supply contract or Rate Schedule
4 (g) Liberty's employees or agents are refused access for any lawful purposes to the
5 premises or facility to which natural gas is delivered
6 (h) Liberty's property on a Customer's premises has been tampered with, damaged or
7 destroyed
8 (i) a natural gas installation contravenes the provisions of the *Gas Distribution Act, 1999*
9 or regulations or any other applicable enactment

10 **4.2.2 Notification**

11 Liberty will provide written notice to the Applicant regarding the refusal or discontinuation of
12 service. The written notice of refusal or discontinuation shall include:

- 13 (a) reasons for the refusal/discontinuation
14 (b) the conditions that must be met by the Applicant to qualify for service

15 **4.2.3 Incomplete Application**

16 Liberty will provide notification to an Applicant within five business days regarding the submission
17 of an incomplete application and provide direction regarding missing information. Such notice
18 shall not be considered a refusal of the application.



5. Certain Terms and Conditions of Distribution Service

Liberty will be responsible for all services as provided in the Application for Natural Gas Service.

5.1 Obligations of Liberty

5.1.1 Energy Content

It is assumed that each cubic metre of natural gas delivered to a Terminal Location contains the same number of gigajoules of energy as natural gas delivered to Liberty at the Point of Acceptance for Distribution Service.

5.1.2 Substitution Provision

Liberty may deliver natural gas, gaseous or liquid hydrocarbons from any standby equipment provided that the hydrocarbons so delivered shall be reasonably equivalent to the natural gas normally delivered.

5.1.3 Main Extensions

If a natural gas main extension is required to serve an Applicant, Liberty shall furnish, place and construct the natural gas main and appurtenant facilities if it is economically feasible to do so.

Liberty's cost of this main extension shall include material and installation costs, the amounts paid to governmental authorities for required permits and all paving charges that are legally imposed by any governmental authority for the repair or replacement of any street or sidewalk disturbed in the course of such installation.

If Liberty, in order to provide service to an Applicant, must install natural gas mains and appurtenant facilities in addition to those described above, Liberty will impose a surcharge ("Contribution-in-Aid-of-Construction") which will make the service to the Customer economically feasible. The Contribution-in-Aid-of-Construction will be determined as part of the business case analysis completed by Liberty.

5.1.4 Service Connections

Liberty will install, at its own expense, up to 30 metres of service line (service line measured from the centerline of the public right-of-way, or from the main if it is closer to the exterior of the Customer's facility), service connections and the required metering facilities. The service installation costs shall include material, installation and

the amounts imposed by governmental authorities for obtaining work permits and for repairing or replacing disturbed pavement. Liberty's metering facility shall be installed on the front wall of a residential Customer's property, or on a side wall within two metres of the front wall, as deemed



1 safe by Liberty unless clearance requirement cannot be achieved. Service piping will not be
2 installed under winter conditions (as determined by Liberty) except in the case of an emergency
3 situation such as failure of a Customer's heating system.

4 In the event additional service capacity is requested above what Liberty deems required, such
5 expenses will be paid by the Customer at Liberty's cost thereof. Refer to Appendix B - Fees and
6 Charges. However, if in the opinion of Liberty, the prospective revenue is sufficient to justify such
7 excess capacity expense, service piping may be installed at the expense of Liberty.

8 **5.1.5 Inspection, Maintenance and Replacement of Facilities**

9 Liberty shall be solely responsible for the inspection, testing, operation, maintenance, replacement
10 and reconstruction of all mains, service lines, service connections and appurtenant facilities which
11 it uses to deliver natural gas to Customers.

12 Liberty shall bear the cost of inspecting, testing and operating all facilities. It shall bear the cost of
13 maintaining, replacing or reconstructing all main and appurtenant facilities. It shall also bear the
14 cost of maintaining, replacing or reconstructing the service line and appurtenant facilities
15 necessary to serve each Customer, unless an act or omission of the Customer necessitates the
16 replacement or reconstruction.

17 If an act or omission of any Customer necessitates the replacement or reconstruction of any
18 Liberty facilities, the Customer shall pay to Liberty the cost of replacement or reconstruction.

19 **5.1.6 Supplier of Last Resort**

20 On a timely basis

21 When a Gas Marketer fails to supply natural gas to a Customer, Liberty will provide natural gas
22 supply to the Customer on a timely basis not exceeding 30 days. Liberty shall make all reasonable
23 efforts to inform the Customer as soon as a failure occurs. Liberty will use all reasonable efforts to
24 obtain a natural gas quantity equivalent to the quantity which is the subject of the failure
25 ("Replacement Gas"). The Customer undertakes to pay Liberty a monetary indemnity equal to the
26 cost incurred by Liberty for obtaining the Replacement Gas (the "Gas Indemnity") plus 10%. Liberty
27 shall use all reasonable efforts to minimize such Gas Indemnity.

28 The defaulting Gas Marketer shall indemnify Liberty for all reasonable direct damages sustained
29 by the latter as a result of such failure to supply. Moreover, where Liberty was unable to obtain
30 Replacement Gas and therefore had to curtail quantities it supplies within its Franchise Area, then
31 the Gas Marketer shall indemnify Liberty for Liberty's loss in distribution revenues or any other
32 revenues directly attributable to such curtailment.

33 Midterm Supply

34 If a Customer is unable to obtain supply from a Gas Marketer prior to the expiration of the process
35 described above, the Customer may request Last Resort Supply Service. The Customer undertakes



1 to pay Liberty a monetary indemnity equal to the cost incurred by Liberty for obtaining the Last
2 Resort Supply Service plus 10%, for the term of the agreement.

3 **5.2 Obligations of Customer**

4 **5.2.1 Meter Access**

5 The Customer is responsible to keep the meter free and clear of ice, snow or any other object or
6 material at all times and ensure clear and free access to the meter.

7 **5.2.2 Service Connection**

8 Additional footage of natural gas service piping (beyond 30 metres of service line) will be charged
9 to the Customer. Refer to Appendix B – Fees and Charges. However, if, in the opinion of Liberty, the
10 prospective revenue is sufficient to justify such excess piping, additional footage of natural gas
11 service piping may be installed at the expense of Liberty.

12 Whenever Liberty installs service lines, service connections and metering facilities at the request
13 of an Applicant who does not take service within four months after facilities are in place, the
14 Applicant shall bear all reasonable expenses. Expenses may include providing, placing and
15 constructing such facilities, but whenever natural gas service is required, the Applicant shall be
16 entitled to a refund equal to the cost of the service lines and appurtenances, less depreciation at
17 the current rate.

18 Liberty may under certain conditions allow the Customer to minimize excess costs by providing
19 trenching on the Customer's property according to Liberty specifications, but under no condition
20 will the Customer be allowed to install piping that would be the property or responsibility of Liberty.

21 **5.2.3 Facility Relocation**

22 All costs associated with the relocation of Liberty equipment or facilities at a Customer's request
23 will be borne by the Customer. Refer to Appendix B – Fees and Charges.

24 **5.2.4 Meter Testing**

25 The costs associated with testing a natural gas meter at a Customer's request will be borne by
26 the Customer, if the measurement equipment is not found to be in error by more than three
27 percent.

28 **5.2.5 Choice of Gas Marketer**

29 A Customer is responsible for the selection of the available Gas Marketer that may be most
30 favourable to the Customer's requirements. Liberty does not make any warranty, expressed or



1 implied, as to the rates, classifications or provisions favourable to the present or future service
2 requirements of the Customer.

3 **5.2.6 Piping and Equipment for Customer**

4 The Applicant shall, at the Applicant's own expense, equip the Applicant's Terminal Location with
5 such piping and fixtures as may be necessary for the proper utilization of Liberty's Distribution
6 Service. Such piping and fixtures shall comply with the rules, regulations, terms and conditions of
7 Liberty and the requirements of the governmental authority having jurisdiction therefore. At any
8 time Liberty may inspect all Terminal Location lines, piping, connections and equipment in which
9 natural gas delivered by Liberty is to be used. No natural gas will be delivered until any and all
10 defective conditions found are corrected to the satisfaction of Liberty.

11 Liberty reserves the right to change the character of the natural gas delivered, pursuant to law
12 and the provisions of this Rate Handbook, subject to the jurisdiction of the Board.

13 **5.2.7 Termination of Natural Gas Supply and/or Delivery**

14 A Customer will continue to be bound by the provisions in this Rate Handbook and the applicable
15 Distribution Service Agreement and will be obligated to pay for all natural gas supplied and/or
16 delivered to the premises until Liberty has terminated the supply of natural gas following the
17 acceptance of a request for termination from the Customer.

18 Liberty may discontinue natural gas supply and/or delivery to any Customer for any of the
19 following reasons:

- 20 (a) for failure or refusal of the Customer to pay any amount owing to Liberty
- 21 (b) for use of natural gas for any purpose other than that described in the service
22 application, gas supply contract, or Rate Schedule
- 23 (c) in case Liberty, its servants or agents are refused access for any lawful purposes to
24 the premises to which natural gas is supplied and/or delivered
- 25 (d) when Liberty's property on a Customer's premises is in any manner tampered with,
26 damaged or destroyed
- 27 (e) when Liberty has reason to believe that an unsafe condition exists on the premises or
28 may develop from a continuation of natural gas supply and/or delivery
- 29 (f) when a natural gas installation contravenes the provisions of the *Gas Distribution Act,*
30 *1999* or regulations or any applicable enactment
- 31 (g) where there is evidence of natural gas theft.

32 Discontinuance of natural gas supply and/or delivery for any of the reasons set out in the previous
33 paragraph shall result in Disconnect and Reconnect Charges payable by the Customer.



1 The Customer is to be notified, in advance, that Liberty plans to discontinue natural gas supply
2 and/or delivery. Liberty shall inform the Customer of the Customer's right to have the
3 disconnection reviewed by the Board if they wish to do so. Liberty shall, if requested by the
4 Customer, provide to the Customer the telephone number, fax number, mailing address and e-
5 mail address of the Board.



6. Billings and Payments

6.1 Billing Cycle

Liberty operates on a Billing Month cycle. Bills will be mailed or available electronically on My Liberty on a monthly basis. The amount of natural gas delivered will be determined by Liberty through one of the following mechanisms: a) meter reading, b) summing of monthly Nominations or c) estimated by Liberty where meter reading has not occurred.

Liberty will use a Gigajoule Conversion Factor to convert the delivered volume of natural gas into a standard measure of delivered energy (Gigajoule or GJ).

The distribution rates and charges applicable to a Billing Month shall be those applicable to the calendar months included in the Billing Month.

6.2 Billing Options

6.2.1 My Account

Liberty offers on-line billing service called "My Account". Customers receive a monthly email from Liberty letting them know that the customer bill is ready to be viewed. Customers can access paperless bills from any computer with internet connection. Additional information can be found on Liberty's website: www.naturalgasnb.com.

6.2.2 Mail

Monthly paper bills will be mailed to Customers unless a Customer elects to receive paperless billing.

6.2.3 Equalized Billing

Liberty offers an Equalized Payment Plan for eligible residential Customers. Residential Customers may request and start the Equalized Payment Plan at any time during the year. Additional information can be found on Liberty's website: www.naturalgasnb.com.

6.2.4 Pre-Authorized Payment Plan

Liberty offers a Pre-Authorization Payment Plan to all Customers. The Customer's monthly natural gas bill amount will be deducted automatically on the due date from an approved financial institution and itemized on the Customer's next bill. The Customer will continue to receive a monthly natural gas bill, which reflects the automatic payment and shows their actual natural gas use and costs. Additional information can be found on Liberty's website: www.naturalgasnb.com.



1 **6.3 Minimum Billing**

2 The minimum bill per month applicable to service under any particular rate class is outlined in the
3 individual rate schedules. Please refer to Appendix A. If, in a contract year, the volume of natural gas taken
4 at the Terminal Location is less than the Contract Demand multiplied by a contractually specified multiple
5 (Annual Minimum Volume), the Applicant will be charged for service related to the Annual Minimum
6 Volume. If, at the request of Liberty, natural gas deliveries to the Terminal Location have been curtailed or
7 discontinued in a contract year, the Annual Minimum Volume shall be reduced for each day of Curtailment
8 or discontinuance. The amount reduced is defined as the excess of the Contract Demand over the volume
9 delivered to the Terminal Location on such day.

10 **6.4 Payment Terms and Conditions**

11 All bills are due when rendered. If payment in full is not received by Liberty, or a designate authorized by
12 Liberty, on or before the date specified in the monthly bill (which is the first business day that is at least 22
13 days after the date of rendering the bill), a late payment charge shall apply to the unpaid balance of the
14 account at a rate compounded monthly as the Board may approve from time to time.

15 If an error in a bill is discovered, a correcting adjustment shall be made promptly in a subsequent bill.
16 Claims for errors shall be made promptly upon discovery, but in no event more than one year from the
17 date of the relevant statement.

18 **6.5 Terms of Arrangement**

19 Distribution Service of natural gas will be provided pursuant to the Distribution Service Agreement with a
20 Customer's Gas Marketer or a Customer, the term for which such service is to continue shall be as stated
21 in the Distribution Service Agreement. The term shall automatically be extended for a like period
22 immediately following the agreement expiration date, unless notice of termination of services is provided
23 by the Customer to Liberty. An Applicant receiving such service who temporarily discontinues service in
24 the initial term or in any extension term and does not pay all the minimum bills for the period of such
25 temporary discontinuance of service shall, upon the continuance of service, be liable to pay an amount
26 equal to the unpaid minimum bills for such period.



1 6.6 Metering Procedure

2 Liberty will install, operate and maintain measurement equipment designed to measure the volume of
3 natural gas delivered at a Terminal Location. Any special measurement conditions are outlined in the rules,
4 regulations, terms and conditions of each Application for Natural Gas Service.

5 6.7 Rates in Agreements

6 Notwithstanding any rates for Distribution Services specified in any Distribution Service Agreement, the
7 rates and charges provided for in an applicable Rate Schedule shall apply for service rendered on and
8 after the effective date stated in such Rate Schedule until such Rate Schedule ceases to be applicable.

9 6.8 Limitation of Liability

10 Liberty shall not be responsible for any claim, action, loss or proceeding whatsoever by a Customer as a
11 result of any interruptions, diversions, curtailments or other procedures that are beyond the control of
12 Liberty.

13 6.9 Deferred Payment

14 Liberty at its sole discretion may enter into a negotiated deferred payment agreement with Customers for
15 the purpose of recovering current indebtedness over a period of time. A deferred payment agreement
16 can be cancelled by Liberty at any time if the Customer fails to make a payment as agreed, in which case
17 disconnection of service or red-lock procedures may commence.

18 6.10 Billing Dispute Resolution Process

19 All billing disputes will be referred to Liberty's Customer Care team for resolution. A billing dispute that has
20 not been resolved within 20 business days from the initial process will be referred to Liberty's Manager of
21 Regulatory Affairs, or designate. Alternatively, the Customer may refer the billing dispute to the Board for
22 review.

23 6.11 Customer Complaints

24 Subject to any Complaint Resolution Process approved by the Board:

25 Where a Customer's complaint relates to Liberty's distribution, natural gas supply or customer services or
26 Liberty's contractors or service providers, Liberty's Manager of Regulatory Affairs, or designate, will reply to
27 the Customer (Complainant) with a decision and reasons, in writing, within 20 business days of receiving
28 a written complaint. If Liberty is unable to complete its investigation to allow it to respond to the complaint
29 within the 20 business day period, Liberty will notify the Complainant and the Board in writing within 20
30 business days of receipt of the written complaint. Liberty will send its response to the Complainant within
31 an additional 10 business days.

32 Where the complaint relates to gas marketers and/or installers or sellers of natural gas equipment,
33 Liberty's Manager of Regulatory Affairs, or designate, will refer the complaint to the appropriate party and



-
- 1 confirm such with the Complainant, in writing, within five business days of receiving the written complaint.
 - 2 Where action by Liberty is deemed appropriate, it will be described in the written response.
 - 3 If the Complainant is not satisfied with the response they receive from Liberty's Manager of Regulatory Affairs, or designate, the Complainant may request a review of the matter by the Board.
 - 4



7. Gas Marketer Operation – Terms and Conditions

7.1 Nominations

An Applicant, an Applicant's Gas Marketer or a Gas Marketer acting on behalf of an Applicant delivering natural gas to Liberty's Point of Acceptance is responsible for advising Liberty, by means of a contractually specified Nomination procedure, of the daily volume of natural gas to be delivered. Liberty will follow the general Nomination procedures set forth by M&NP, as applicable.

Gas Transportation Services Users shall furnish or cause to be furnished a daily Nomination showing the quantity of natural gas to be received and delivered to Liberty for all Points of Acceptance.

Liberty natural gas control will function as the daily source for Nomination(s) information on an individual and combined GTS user basis for all Distribution Services.

7.2 Operational Flow Orders

Liberty reserves the right to issue Operational Flow Orders to preserve the integrity of the Distribution System which includes requirements to address issues relating to: operational pressures, adequate supplies in the system, adequate coverage of Lost and Unaccounted For, maintain firm service and system optimization. Liberty will maintain a list of Applicant(s) and/or Gas Marketer(s) whose action(s) could impact the integrity of the Distribution System but reserves the right to issue an OFO to any Applicant or Gas Marketer on the system necessary to resolve an operational issue.

All OFO notices will be posted on the Electronic Bulletin Board system and will include a description of the rationale for the order, the GTS user(s) to which the order is directed and the anticipated duration. Liberty will make reasonable efforts to post an OFO at least two hours prior to its coming into effect. In the event that the GTS user(s) fail to respond to an OFO, Liberty through contract(s) or other operating agreements shall take remedial action to maintain both system integrity and the effective operation of the Distribution System. Any GTS user(s) failing to comply with an OFO will be required to reimburse Liberty for all reasonable costs incurred to restore the integrity of the system.

7.3 Load Balancing and Imbalances

Hourly, daily and seasonal load balancing shall be the sole responsibility of the GTS user(s). Liberty gas control will function as the daily source for load balancing information on an individual and combined GTS user basis for all Distribution Services.

Detailed conditions and obligations related to load balancing and imbalances are set forth in the M&NP general terms and conditions.

Liberty will act as a facilitator and data source (in addition to all GTS user(s) input) for imbalance reconciliation. Liberty gas control through the use of the daily algorithms and automatic meter reading information for specific Customers will calculate the daily imbalances for each GTS user. This data is intended to be provided on the second Gas Day following the Gas Day. An Applicant, an Applicant's Gas



-
- 1 Marketer or a Gas Marketer acting on behalf of an Applicant shall develop methods and procedures to
 - 2 mitigate and resolve all imbalances.

 - 3 Liberty will provide GTS users with a periodic imbalance statement. GTS users agree to accept the Liberty
 - 4 statement as controlling absent a factual showing of discrepancy using the same algorithms. An
 - 5 Applicant, an Applicant's Gas Marketer or a Marketer acting on behalf of an Applicant shall develop
 - 6 methods and procedures to mitigate and resolve all imbalances.



Appendix A – Rate Schedules

RATE CLASS

SGS

SMALL GENERAL SERVICE

Applicability

Small General Service (SGS) Rate is applied to any Applicant using Liberty's Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter. Service under this Rate Schedule is limited to the following:

- Dwellings: a private suite of rooms used for living purposes in which the occupants have access to all rooms
- Dwelling out buildings
- Individually gas metered, self-contained dwelling units within an apartment building.

RATE	
Monthly Distribution Customer Charge:	
\$ per billing month	21.50
Monthly Distribution Delivery Charge:	
For all volumes delivered per billing month (\$ per GJ)	10.8527

The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

Minimum Monthly Charge:

The minimum monthly charge shall be the Monthly Distribution Customer Charge.

Minimum Annual Charge:

None.



1 **Term of Service:**

- 2 One year with automatic annual renewal unless the Applicant notifies Liberty not less than 30 days prior
3 to the annual roll over date and not more than 180 days prior to such date that service is to be
4 discontinued.

5 **Terms and Conditions of Service:**

- 6 The provisions of Liberty's Handbook of Rates and Distribution Services and the applicable Distribution
7 Service Agreement apply to service under this Rate Schedule.

8 **Effective Date:**

- 9 To apply to all bills rendered for natural gas delivered on and after October 1, 2023.



1 **RATE CLASS**2 **MGS****MID-GENERAL SERVICE**3 **Applicability**

4 Mid-General Service (MGS) Rate is applied to any Applicant using Liberty's Distribution System to have a
 5 supply of natural gas delivered to a single Terminal Location served through one meter. Service under this
 6 Rate Schedule is limited to non-SGS eligible Applicants with consumption less than 250 GJs per month.

RATE	
Monthly Distribution Customer Charge:	
For Customers with maximum consumption up to 60 GJs per month (\$ per month)	21.50
For Customers with maximum consumption greater than 60 GJs per month (\$ per month)	50.00
Monthly Distribution Delivery Charge:	
For the first 100 GJs delivered per billing month (\$ per GJ)	10.8792
For volumes delivered in excess of 100 GJs per billing month (\$ per GJ)	7.9077

7
 8 The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

9 **Minimum Monthly Charge:**

10 The minimum monthly charge shall be the Monthly Distribution Customer Charge.

11 **Minimum Annual Charge:**

12 None.



1 **Term of Service:**

2 One year with automatic annual renewal unless the Applicant notifies Liberty not less than 30 days prior
3 to the annual roll over date and not more than 180 days prior to such date that service is to be
4 discontinued.

5 **Terms and Conditions of Service:**

6 The provisions of Liberty's Handbook of Rates and Distribution Services and the applicable Distribution
7 Service Agreement apply to service under this Rate Schedule.

8 **Effective Date:**

9 To apply to all bills rendered for natural gas delivered on and after October 1, 2023.



1 **RATE CLASS**2 **LGS****LARGE GENERAL SERVICE**3 **Applicability**

4 Large General Service Rate is applied to any Applicant using Liberty's Distribution System to have a supply
 5 of natural gas delivered to a single Terminal Location served through one meter. Service under this Rate
 6 Schedule is limited to Applicants with a maximum consumption of 250 GJs or greater per month.
 7

RATE	
Monthly Distribution Customer Charge:	
For Customers with maximum consumption up to 650 GJs per month (\$ per month)	275.00
For Customers with maximum consumption greater than 650 GJs per month (\$ per month)	375.00
Monthly Distribution Delivery Charge:	
For the first 250 GJs delivered per billing month (\$ per GJ)	7.6968
For volumes delivered in excess of 250 GJs per billing month (\$ per GJ)	
Between September 1 and April 30	6.4823
Between May 1 and August 31	2.5037

8
 9 The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

10 **Minimum Monthly Charge:**

11 The minimum monthly charge shall be the Monthly Distribution Customer Charge.

12 **Minimum Annual Charge:**

13 The minimum annual charge will be imposed in the event the Applicant does not consume the qualifying
 14 maximum monthly consumption specified in the applicability criteria for the Large General Service class.
 15 The Customer will be charged the difference between the actual annual distribution charges (customer
 16 or demand and delivery) billed and the amount that would have been billed under the Mid-General
 17 Service class, plus 5%.



1 **Term of Service:**

- 2 One year with automatic annual renewal unless the Applicant notifies Liberty not less than 30 days prior
3 to the annual roll over date and not more than 180 days prior to such date that service is to be
4 discontinued.

5 **Terms and Conditions of Service:**

- 6 The provisions of Liberty's Handbook of Rates and Distribution Services and the applicable Distribution
7 Service Agreement apply to service under this Rate Schedule.

8 **Effective Date:**

- 9 To apply to all bills rendered for natural gas delivered on and after October 1, 2023.



1 RATE CLASS

2 CGS

CONTRACT GENERAL SERVICE

3 Applicability

4 Contract General Service (CGS) Rate is applied to any Applicant using Liberty's Distribution System to have
 5 a supply of natural gas delivered to a single Terminal Location served through one meter. Service under
 6 this Rate Schedule is limited to Applicants with a maximum consumption of at least 1,000 GJs per month
 7 and less than 10,000 GJs per month who enter into a Distribution Service Agreement with Liberty for a
 8 Contract Demand of not less than 36 GJs per day.
 9

RATE	
Monthly Distribution Delivery Charge:	
Contract Demand Charge per GJ of Contract Demand (\$ per GJ)	19.00
For volumes delivered (\$ per GJ)	
Between September 1 and April 30	5.7689
Between May 1 and August 31	1.9066

10
 11 The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

12 Billing Demand:

13 The Billing Demand shall be the Contract Demand. However, in the event that any Applicant exceeds such
 14 Contract Demand during any contract year, Applicant's actual maximum daily demand shall be the Billing
 15 Demand for the entire applicable contract year. The Applicant will be charged, and shall pay, accordingly
 16 for both prospective use and for use since the beginning of the then current contract term. Authorized
 17 Overrun will not institute application of this ratchet provision.

18 Minimum Monthly Charge:

19 The minimum monthly charge shall be the Monthly Distribution Delivery Demand Charge.

20 Minimum Annual Charge:

21 None.



1 **Term of Service:**

2 One year with automatic annual renewal unless the Applicant notifies Liberty not less than 30 days prior
3 to the annual roll over date and not more than 180 days prior to such date that service is to be
4 discontinued.

5 **Terms and Conditions of Service:**

6 The provisions of Liberty's Handbook of Rates and Distribution Services and the applicable Distribution
7 Service Agreement apply to service under this Rate Schedule.

8 **Effective Date:**

9 To apply to all bills rendered for natural gas delivered on and after October 1, 2023.

10 **Special Metering Provision:**

11 For Applicants taking service under this Rate Schedule, Liberty shall install metering and communication
12 devices, which will provide Liberty with hourly and daily consumption data.



1 **RATE CLASS**2 **ICGS****INDUSTRIAL CONTRACT GENERAL SERVICE**3 **Applicability**

4 Industrial Contract General Service (ICGS) Rate is applied to any Applicant using Liberty's Distribution
 5 System to have a supply of natural gas delivered to a single Terminal Location served through one meter.
 6 Service under this Rate Schedule is limited to Applicants with a maximum consumption of at least 10,000
 7 GJs per month who enter into a Distribution Service Agreement with Liberty for a Contract Demand of not
 8 less than 360 GJs per day.

9

RATE	
Monthly Distribution Customer Charge:	
\$ per billing month	3,300.00
Monthly Distribution Delivery Charge:	
Contract Demand Charge per GJ of Contract Demand (\$ per GJ)	25.56
For volumes delivered (\$ per GJ)	
Between September 1 and April 30	1.5794
Between May 1 and August 31	0.9375

10

11 The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

12 **Billing Demand:**

13 The Billing Demand shall be the Contract Demand. However, in the event that any Applicant exceeds such
 14 Contract Demand during any contract year, Applicant's actual maximum daily demand shall be the Billing
 15 Demand for the entire applicable contract year. The Applicant will be charged, and shall pay, accordingly
 16 for both prospective use and for use since the beginning of the then current contract term. Authorized
 17 Overrun will not institute application of this ratchet provision.

18 **Minimum Monthly Charge:**

19 The minimum monthly charge shall be the Monthly Distribution Delivery Demand Charge and Monthly
 20 Distribution Customer Charge.



1 **Minimum Annual Charge:**

2 None.

3 **Term of Service:**

4 One year with automatic annual renewal unless the Applicant notifies Liberty not less than 30 days prior
5 to the annual roll over date and not more than 180 days prior to such date that service is to be
6 discontinued.

7 **Terms and Conditions of Service:**

8 The provisions of Liberty's Handbook of Rates and Distribution Services and the applicable Distribution
9 Service Agreement apply to service under this Rate Schedule.

10 **Effective Date:**

11 To apply to all bills rendered for natural gas delivered on and after October 1, 2023.

12 **Special Metering Provision:**

13 For Applicants taking service under this Rate Schedule, Liberty shall install metering and communication
14 devices, which will provide Liberty with hourly and daily consumption data.



1 RATE CLASS

2 LRR

Load Retention Rate

3 Applicability

4 This rate shall be granted only in circumstances where it can be shown that:

- 5 • The customer's option to use an alternate supply of energy other than natural gas is both
6 technically, economically feasible and probable.
- 7 • Retaining the customer's load, at the price offered by this rate, is better for the natural gas
8 distribution system including the utility than losing the customer load in question.
- 9 • The revenue from service to a customer under this rate shall be greater than the applicable
10 incremental cost to serve such customer and shall make a significant positive contribution to fixed
11 costs.
- 12 • This rate shall be available only to customers whose natural gas needs have been supplied by
13 Liberty for at least two consecutive years at the time of the request. It is not available for new
14 customers.
- 15 • This rate is available to customers in the ICGS rate class only.

16 Joint Application:

17 **Step 1:** Customer must apply in writing and provide all relevant details as required by Liberty to the
18 satisfaction of Liberty. Relevant details to be provided to Liberty should include but not be limited to:

- 19 • Details of location/accounts.
- 20 • Detailed and verifiable written information on alternative energy offers:
 - 21 ○ Pricing of energy source
 - 22 ○ Pricing term
 - 23 ○ Pricing/market benchmark used for offer Pricing/costs of delivery for energy source
 - 24 ○ Additional details and exclusions/exceptions
- 25 • Detailed and verifiable information on conversion costs:
 - 26 ○ Equipment costs
 - 27 ■ New equipment
 - 28 ■ Conversion equipment
 - 29 ■ Metering or measurement costs
 - 30 ○ Materials costs
 - 31 ■ Above or underground piping



-
- 1 ▪ Attachment requirements
 - 2 ○ Installation costs
 - 3 ▪ Labour
 - 4 ▪ Down time
 - 5 • Detailed and verifiable information on load profiles for energy offers:
 - 6 ○ Annual or seasonal maximums or minimums
 - 7 ○ Delivery constraints or requirements
 - 8 • Detailed and verifiable savings and payback projections in electronic format

9 **Step 2:** Liberty analyzes offers and information provided by customer in Step 1 and compares to the total
10 price of natural gas equivalent for the customer's rate class.

11 **Step 3:** If Liberty determines at its sole discretion that a reasonable case has been made and the natural
12 gas distribution system would benefit from a retention rate for this particular case and customer, Liberty
13 will prepare a summary document to be submitted to the Board as a joint application with the customer
14 with some of the particulars shared in Steps 1 and 2. Summary to include:

- 15 • Customer information
- 16 • Customer affidavit relating to intentions
- 17 • Actual annual distribution revenue for the last two years.
- 18 • Proposed fuel replacement
- 19 • Verified annual savings VS natural gas equivalent
- 20 • Verified conversion payback analysis
- 21 • Proposed new retention rate to counter the benefit of the verified analysis (no greater than a 5%
22 discount over the proposed alternate fuel proposal)
- 23 • Forecast lost annual distribution revenue if customer leaves system (GJ X Approved rate)
- 24 • Forecast lost annual distribution revenue if customer stays with proposed retention rate (GJ X
25 (Approved – Proposed rate))
- 26 • Forecast annual distribution revenue with proposed rate (GJ X Proposed Rate)
- 27 • Forecast distribution revenue lost for current calendar year
- 28 • Positive contribution to system calculation (GJ X (Load retention rate - cost to serve Rate) > \$0)
- 29 • Request for approval to approve the proposed retention rate

30 Costs for this application to be borne by Liberty.

31 **Step 4:** Board would normally consider details of the joint application of Liberty and the customer in a
32 written proceeding on an expedited basis.



1 **Step 5:** Approval would allow Liberty to adjust the rate for the customer and begin billing at the billing cycle
2 indicated by the Board. Liberty Billing has determined that an appropriate billing system identifier/label for
3 the customer can be done. The new approved volumetric rate will replace the currently approved rate on
4 the monthly bill in the appropriate Distribution Charge line.

5 **Application by a Customer:**

6 If Liberty does not determine at its sole discretion that a reasonable case has been made for a load
7 retention rate to be prescribed, the customer can provide evidence described in Steps 1 and 2 directly to
8 the Board for review and consideration. Costs to be borne by the customer if the application is
9 unsuccessful. Liberty to participate in process. Board to review and consider evidence, then may provide
10 direction to Liberty for reconsideration. If customer applies to Board directly, a full hearing may be required,
11 no timing for decision to be provided.

12 **Effective Date:**

13 A load retention rate shall apply to the customer as of the next billing cycle following the Board's approval.



1 RATE CLASS

2 LICS Large Industrial Contract Service

3 **Applicability:**

4 Large Industrial Contract Service (LICS) Rate is applied to any applicant that meets the requirements of
5 this rate schedule and was not connected to Liberty's Distribution System at the time of becoming an LICS
6 customer. Service under this Rate Schedule is limited to Applicants with a minimum annual consumption
7 of at least 600,000 GJs per year who enter into a Distribution Service Agreement with Liberty and can
8 comply with the required conditions noted below.

9 A precondition of gas distribution service under this Rate Schedule is the demonstration to the satisfaction
10 of Liberty that the Applicant has the ability to consume at least 600,000 GJs per year of natural gas from
11 Liberty with verification by Liberty at the Applicant's Terminal Location to be served with natural gas by
12 Liberty based on: (a) the Applicant's installed natural gas consuming facilities; and/or (b) the Applicant's
13 current level of production. Liberty will also require the Applicant to demonstrate and document any
14 unique circumstances such as competitive energy alternatives that would make the Applicant's use of
15 natural gas uneconomic under any other rate schedule currently offered by Liberty.

16 Specific rates under this rate class will be negotiated on an individual customer basis between the
17 Maximum and Minimum Rates stated below due to the uniqueness of the Applicants qualifying for this
18 service and the facilities required to serve them. As a result, each specific customer site eligible for service
19 under this Rate Schedule will have a different rate based on the specific circumstances of that Applicant
20 and the negotiated rate will be specified in a Confidential Attachment for each Applicant.

21 **Maximum Rate:**

22 The Maximum Rate for all gas deliveries by Liberty to the Applicant under this Rate Schedule will be equal
23 to the Industrial Contract General Service (ICGS) rate then in effect. When the Applicant can demonstrate
24 to Liberty and requests that a rate lower than the Maximum Rate is necessary because of the unique
25 circumstances of the Applicant and facilities required to serve them, Liberty may charge a rate lower than
26 the Maximum Rate for all gas deliveries as stated in the Confidential Attachment for each Customer served
27 under this Rate Schedule.



1 **Minimum Rate:**

2 The Minimum Rate shall not be less than the incremental costs of providing gas service hereunder
3 plus a contribution to Liberty's total fixed costs. The specific incremental costs to serve each
4 Applicant under this Rate Schedule shall be determined as a prerequisite to the establishment of
5 the negotiated rate for each Applicant.

6 The negotiated rate stated in each Confidential Attachment shall be subject to adjustments that
7 reflect all taxes including HST.

8 **Minimum Annual Charge:**

9 The Minimum Annual Charge shall be as stated in the Confidential Attachment for each customer
10 served under this Rate Schedule. The total amount of the Minimum Annual Charges computed
11 over the initial term of the definitive agreement between each customer and Liberty shall not be
12 less than the incremental costs of providing gas service to the customer plus a contribution to
13 Liberty's total fixed costs. In the initial year, the minimum annual charge will be prorated based on
14 the throughput corresponding to the number of months the customer is attached to the
15 distribution system.

16 **Terms and Conditions of Service:**

17 The specific terms and conditions of service will be negotiated, due to the uniqueness of the
18 Applicants qualifying for service under this Rate Schedule and the facilities required to serve them.
19 As a result, each specific customer site eligible under this Rate Schedule may have different terms
20 and conditions of service, based on the specific circumstances of that customer. To the extent
21 they are not inconsistent with agreed specific terms and conditions of service, the provisions of
22 Liberty's Handbook of Rates and Distribution Services and the applicable Distribution Service
23 Agreement apply to service under this Rate Schedule. As a specific condition of service under this
24 Rate Schedule, a Contract Demand (CD) level stated in GJs/day shall be established for each
25 Applicant for operational purposes.

26 **Effective Date:**

27 As per the Confidential Attachment for each customer served under this Rate Schedule.



1 **Special Metering Provision:**

- 2 For Applicants taking service under this Rate Schedule, Liberty shall install metering and
3 communication devices, which will provide Liberty with hourly and daily consumption data.



1 RATE CLASS

2 OPS

OFF-PEAK SERVICE

3 Applicability

4 Off-Peak Service (OPS) Rate is applied to any Applicant using Liberty's Distribution System to have
5 a supply of natural gas delivered to a single Terminal Location served through one meter for the
6 months of April through November.

7 RATE	
8 Monthly Distribution Customer Charge:	
9 \$ per month	50.00
Monthly Distribution Delivery Charge:	
For the volumes delivered per month (\$ per GJ)	5.6244

8 The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

10 Minimum Monthly Charge:

11 The minimum monthly charge shall be the Monthly Distribution Customer Charge.

12 Minimum Annual Charge:

13 None.

14 Seasonal Overrun Charge:

15 Any volume of natural gas consumed during the months of December through March inclusively
16 will be subject to a Seasonal Overrun Charge of \$10 per GJ in addition to the rates applicable to
17 this service.

18 Term of Service:

19 One year with automatic annual renewal unless the Applicant notifies Liberty not less than 30 days
20 prior to the annual roll over date and not more than 180 days prior to such date that service is to
21 be discontinued.

22 Terms and Conditions of Service:

23 The provisions of Liberty's Handbook of Rates and Distribution Services and the applicable
24 Distribution Service Agreement apply to service under this Rate Schedule.



1 **Effective Date:**

- 2 To apply to all bills rendered for natural gas delivered on and after October 1, 2023.



1 RATE CLASS

2 AGENT BILLING AND COLLECTION

3 Applicability

4 Agent Billing and Collection Rates are available to any Service Provider using Liberty's billing and/or
5 collection services.

RATE	
Monthly Agent Billing and Collection Charge:	
Payable by Service Provider for each SGS Customer (\$ per bill)	1.56
Payable by Service Provider for each MGS Customer (\$ per bill)	2.69
Payable by Service Provider for each LGS Customer (\$ per bill)	6.28
Monthly Agent Billing Charge:	
Payable by Service Provider for each CGS Customer (\$ per bill)	5.15
Payable by Service Provider for each ICGS Customer (\$ per bill)	5.15
Payable by Service Provider for each OPS Customer (\$ per bill)	5.15
Monthly Line Item Billing Charge:	
Any additional Line Item Charge (\$ per line per bill)	0.92

7 The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

8 Terms and Conditions of Service:

9 Each Service Provider served under this Rate Schedule shall enter into a Collection Service
10 Agreement with Liberty. The provisions of the Collection Service Agreement apply to service under
11 this Rate Schedule.

12 The Agent Billing and Collection Service includes collection risk, set-up and maintenance functions
13 required to perform billing and collection of the Service Provider's Recurring Charges on Liberty's
14 monthly invoice for Distribution Services.

15 The Agent Billing Service includes set-up and maintenance functions required to perform billing
16 of the Service Provider's Recurring Charges on Liberty's monthly invoice for Distribution Services.
17 While Liberty will perform some collection functions, Liberty does not take on the Service Provider's
18 collection risk with this service.

19 The Line Item Billing Service includes set-up and maintenance functions required to perform billing
20 of the Service Provider's Recurring Charge(s) on Liberty's monthly invoice for Distribution Services.
21 While Liberty will perform some collection functions, Liberty does not take on the Service Provider's
22 collection risk with this service.



1 **Effective Date:**

- 2 To apply to Billing and Collection Services rendered on and after October 1, 2023.



1 Appendix B – Fees and Charges

2 The following fees and charges are payable by the Customer (unless otherwise indicated):

Description	Applicability	Fee/Charge
Reconnect	Restoring distribution services and/or delivery after Red-Lock in accordance with Liberty's Policy on Non-Voluntary Discontinuance of Service (Red-Lock Policy). For SGS customers, this includes the first hour of relighting of appliances at no extra charge. For all other customers, a certified gas contractor must be on site for all relighting of appliances, charges applicable. A security deposit may be required in addition to any security deposit currently held by Liberty.	\$150 plus labour, material and overhead. \$100
Meter Removal	Removal of a meter requested by Customer, due to service disconnection or required due to theft of natural gas.	\$188
Service Line Removal	Removal of a service line as a result of discontinuation of natural gas service.	Recovery of labour, materials and overhead.
Meter Test	Testing of a meter requested by Customer and the meter is found to be operating at less than a 3% error rate.	Recovery of labour, materials and overhead.
Service Calls (Unsuccessful meter tun on)	Payable by Customer's natural gas appliance/equipment installer in the event that Liberty makes a service call to perform a meter turn-on but is unable to approve or authorize the safe introduction of natural gas to Customer's equipment.	\$75

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Cut-off at Main		
Non-residential	Red-Lock is required on a non-residential account in accordance with Liberty's Red-Lock Policy and Customer denies or prevents access to the meter.	Recovery of labour, materials and overhead.
Residential	Red-Lock is required on a non-residential account in accordance with Liberty's Red-Lock Policy and Customer denies or prevents access to the meter.	Recovery of labour, materials and overhead.
Service Alteration	Customer requests alteration of the location of the meter or service line. Testing of a meter requested by Customer and the meter is found to be operating at less than a 3% error rate.	Recovery of labour, materials and overhead
Service Line Connect	Customer requires service line beyond 30 metres in length.	Recovery of labour, materials and overhead
Damage to Liberty Plant	Responsible party to pay amount necessary to bring plant back to original state in the event damage to Liberty plant, other than normal wear and tear, is caused by the actions of Customer or third party.	Recovery of labour, materials and overhead
Unauthorized Activation of a Red-Locked Meter	In the event a Red-Locked meter has been activated without authorization and Liberty can establish that Customer is responsible for the activation of the meter and continues to occupy the premises in question in accordance with Liberty's Red-Lock Policy	\$300
New Account Charge	On application for a new account with Liberty. A new account is required each time a potential or existing Customer applies for distribution service.	\$25
Non-sufficient Funds (NSF)	In the event that a financial instrument or pre-authorized payment offered in settlement of an account is returned non-sufficient funds.	\$50

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Additional Statement of Account	Each additional Statement of Account requested per month. One Statement of Account per month is provided to each Customer on the billing date free of charge.	\$10
Information Request	Information regarding an account requested by Customer.	\$10
Late Payment Charges	Bill not paid by date specified on monthly bill.	1.5%, compounded monthly (19.56% per annum)
Collection Letter	Issuance of a collection letter for any Customer showing charges in excess of 90 days outstanding.	\$3.00/issuance

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