



LIBERTY UTILITIES

Handbook of Rates and Distribution Services

January 1, 2020

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1. Introduction

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

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

2. Definitions

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

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 Utilities for one or more of the services of Liberty Utilities and such term includes any Person receiving one or more of the services of Liberty Utilities.

APT: Atlantic Prevailing Time.

Billing Month: A period of approximately 30 days following which Liberty Utilities 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 Utilities 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 Utilities 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.

Curtailement: An interruption in a Customer's natural gas delivery at a Terminal Location resulting from compliance with a request or an order by Liberty Utilities, 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 Utilities 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 Utilities 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 Utilities 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 Utilities 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 Utilities 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.

Gas Distribution Act, 1999: 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 *Gas Distribution Act, 1999* 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 Utilities.

Gas Marketer: A Person who holds a certificate issued by the Board pursuant to Section 61 of the *Gas Distribution Act, 1999*.

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 *Gas Distribution Act, 1999* and subject to any order of the Board made under subsection 9(2) of the *Gas Distribution Act, 1999*.

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 a distance of 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 *Gas Distribution Act, 1999*.

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 *Gas Distribution Act, 1999* 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 Utilities 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 Utilities.

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 Utilities in a day.

Operational Flow Order (OFO): An order by Liberty Utilities 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 Utilities 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 Utilities' 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 Utilities 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 Utilities' 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 Utilities to the

Applicant or Customer; the outlet side of Liberty Utilities' metering facilities.

Transmission Line: A pipeline as defined in the *National Energy Board Act (Canada)*.

3. Rates and Services

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

3.1 General Franchise Services

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

3.2 Applicability

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

3.3 Rate Classes

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

3.3.1. Small General Service (SGS)

Small General Service (SGS) Rate is applied to any Applicant using Liberty Utilities' 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 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 Utilities 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 Utilities' 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 Utilities' 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 Utilities 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 Utilities' 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 Utilities 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 Utilities' 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 Utilities' 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 Utilities 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 Utilities outlining the rationale for the request. The request will be reviewed by Liberty Utilities' 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 Utilities 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.

3.4.4 Applicable Rate

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 Utilities' Application for Natural Gas Service form and may be initiated by mail, telephone, email or in person at any of Liberty Utilities' 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 Utilities at the Point of Acceptance. Each Customer is responsible for the selection of its Gas Marketer. Liberty Utilities 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 Utilities' 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 Utilities' pipelines can be economically supplied through a main extension requests Distribution Service from Liberty Utilities, Liberty Utilities 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 Utilities 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:
 - (i) the material and installation costs relating to any portion of the service line, service connections and appurtenant facilities located on the Customer's property that exceeds the portion which Liberty Utilities will install without charge
 - (ii) any surcharge (contribution-in-aid-of-construction) relating to the portion of the main and appurtenant facilities that exceeds the portion which Liberty Utilities will install without charge
- (c) the Applicant has furnished reasonable security as to the performance of the Applicant's obligations if required to do so by Liberty Utilities
- (d) the Applicant has furnished any required rights-of-way or made agreement to pay costs therefor
- (e) the Applicant has assured Liberty Utilities that the Applicant will be a reasonably permanent customer of Liberty Utilities

4.1.1. Security Deposit

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

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

- (a) has a positive payment history on another Liberty Utilities account in the Customer's name
- (b) can supply a satisfactory credit reference from another utility

- (c) consents to a credit check and the results are satisfactory

4.1.2. Forms of Deposits

Security deposits may be in the form of:

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

4.1.3. Deposit Amount

Deposits from Small General Service Customers may not exceed three times the Customer's estimated average monthly bill for a calendar year except in the case of natural gas space heating customers where deposits may not exceed five times the estimated average monthly bill for the heating season, to secure payment for Distribution Services actually rendered, or for the rental of fixtures, and facilities actually supplied. Liberty Utilities shall inform the Customer of his or her right to have the amount of the required deposit reviewed by the Board if the Customer wishes to do so.

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

4.1.4. Interest

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

4.1.5. Deposit Return

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

4.2 Refusal of Services

4.2.1. Grounds

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

- (a) the Applicant owes Liberty Utilities for Distribution Service rendered at the same or another address
- (b) for failure or refusal of the Customer to pay any amount owing to Liberty Utilities
- (c) the Applicant refuses to pay any required security deposit
- (d) such service would unduly interfere with or impact the integrity of the Distribution System
- (e) there are safety considerations at the premises or facility to be served or being served
- (f) use of natural gas by the Customer for any purpose other than that described in the service application, gas supply contract or Rate Schedule
- (g) Liberty Utilities' employees or agents are refused access for any lawful purposes to the premises or facility to which natural gas is delivered
- (h) Liberty Utilities' property on a Customer's premises has been tampered with, damaged or destroyed
- (i) a natural gas installation contravenes the provisions of the *Gas Distribution Act, 1999* or regulations or any other applicable enactment

4.2.2. Notification

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

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

4.2.3. Incomplete Application

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

5. Certain Terms and Conditions of Distribution Service

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

5.1 Obligations of Liberty Utilities

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 Utilities at the Point of Acceptance for Distribution Service.

5.1.2 Substitution Provision

Liberty Utilities 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 Utilities shall furnish, place and construct the natural gas main and appurtenant facilities if it is economically feasible to do so.

Liberty Utilities' 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 Utilities, in order to provide service to an Applicant, must install natural gas mains and appurtenant facilities in addition to those described above, Liberty Utilities 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 Utilities.

5.1.4 Service Connections

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

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

5.1.5 Inspection, Maintenance and Replacement of Facilities

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

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

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

5.1.6 Supplier of Last Resort

On a timely basis

When a Gas Marketer fails to supply natural gas to a Customer, Liberty Utilities will provide natural gas supply to the Customer on a timely basis not exceeding 30 days. Liberty Utilities shall make all reasonable efforts to inform the Customer as soon as a failure occurs. Liberty Utilities will use all reasonable efforts to obtain a natural gas quantity equivalent to the quantity which is the subject of the failure ("Replacement

Gas”). The Customer undertakes to pay Liberty Utilities a monetary indemnity equal to the cost incurred by Liberty Utilities for obtaining the Replacement Gas (the “Gas Indemnity”) plus 10%. Liberty Utilities shall use all reasonable efforts to minimize such Gas Indemnity.

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

Midterm supply

If a Customer is unable to obtain supply from a Gas Marketer prior to the expiration of the process described above, the Customer may request Last Resort Supply Service. The Customer undertakes to pay Liberty Utilities a monetary indemnity equal to the cost incurred by Liberty Utilities for obtaining the Last Resort Supply Service plus 10%, for the term of the agreement.

5.2 Obligations of Customer

5.2.1 Meter Access

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

5.2.2 Service Connection

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

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

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

5.2.3 Facility Relocation

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

5.2.4 Meter Testing

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

5.2.5 Choice of Gas Marketer

A Customer is responsible for the selection of the available Gas Marketer that may be most favourable to the Customer's requirements. Liberty Utilities does not make any warranty, expressed or implied, as to the rates, classifications or provisions favourable to the present or future service requirements of the Customer.

5.2.6 Piping and Equipment for Customer

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

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

5.2.7 Termination of Natural Gas Supply and/or Delivery

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

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

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

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

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

6. Billings and Payments

6.1 Billing Cycle

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

Liberty Utilities 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 Utilities offers on-line billing service called “My Account”. Customers receive a monthly email from Liberty Utilities 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 Utilities’ 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 Utilities 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 Utilities’ website: www.naturalgasnb.com.

6.2.4. Pre-Authorized Payment Plan

Liberty Utilities 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 Utilities' website: www.naturalgasnb.com.

6.3 Minimum Billing

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

6.4 Payment Terms and Conditions

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

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

6.5 Term of Arrangement

Distribution Service of natural gas will be provided pursuant to the Distribution Service Agreement with a Customer's Gas Marketer or a Customer, the term for which such service is to continue shall be as stated in the Distribution Service Agreement. The term shall automatically be extended for a like period immediately following the agreement expiration date, unless notice of termination of services is provided by the Customer to Liberty Utilities. An Applicant receiving such service who temporarily discontinues service in the initial term or in any extension term and does not pay all the minimum bills for the period of such temporary

discontinuance of service shall, upon the continuance of service, be liable to pay an amount equal to the unpaid minimum bills for such period.

6.6 Metering Procedure

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

6.7 Rates in Agreements

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

6.8 Limitation of Liability

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

6.9 Deferred Payment

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

6.10 Billing Dispute Resolution Process

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

6.11 Customer Complaints

Subject to any Complaint Resolution Process approved by the Board:

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

Where the complaint relates to gas marketers and/or installers or sellers of natural gas equipment, Liberty Utilities' Manager of Regulatory Affairs, or designate, will refer the complaint to the appropriate party and confirm such with the Complainant, in writing, within five business days of receiving the written complaint. Where action by Liberty Utilities is deemed appropriate, it will be described in the written response.

If the Complainant is not satisfied with the response they receive from Liberty Utilities' Manager of Regulatory Affairs, or designate, the Complainant may request a review of the matter by the Board.

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 Utilities' Point of Acceptance is responsible for advising Liberty Utilities, by means of a contractually specified Nomination procedure, of the daily volume of natural gas to be delivered. Liberty Utilities 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 Utilities for all Points of Acceptance.

Liberty Utilities 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 Utilities 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 Utilities 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 Utilities 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 Utilities 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 Utilities 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 Utilities 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 Utilities will act as a facilitator and data source (in addition to all GTS user(s) input) for imbalance reconciliation. Liberty Utilities 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 Marketer or a Gas Marketer acting on behalf of an Applicant shall develop methods and procedures to mitigate and resolve all imbalances.

Liberty Utilities will provide GTS users with a periodic imbalance statement. GTS users agree to accept the Liberty Utilities statement as controlling absent a factual showing of discrepancy using the same algorithms. An Applicant, an Applicant's Gas Marketer or a Marketer acting on behalf of an Applicant shall develop 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 Utilities' 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 metered, self-contained dwelling units within an apartment building.

RATE	
Monthly Distribution Customer Charge:	
\$ per billing month	20.00
Monthly Distribution Delivery Charge:	
For all volumes delivered per billing month (\$ per GJ)	10.40

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.

Term of Service:

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

Terms and Conditions of Service:

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

Effective Date:

To apply to all bills rendered for natural gas delivered on and after January 1, 2020.

RATE CLASS
MGS

MID-GENERAL SERVICE

APPLICABILITY

Mid-General Service (MGS) Rate is applied to any Applicant using Liberty Utilities' 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 month.

RATE	
Monthly Distribution Customer Charge:	
For Customers with maximum consumption up to 60 GJs per month (\$ per month)	20.00
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)	11.3235
For volumes delivered in excess of 100 GJs per billing month (\$ per GJ)	7.8815

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.

Term of Service:

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

Terms and Conditions of Service:

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

Effective Date:

To apply to all bills rendered for natural gas delivered on and after January 1, 2020.

RATE CLASS**LGS****LARGE GENERAL SERVICE****APPLICABILITY**

Large General Service Rate is applied to any Applicant using Liberty Utilities' 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.

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)	8.5005
For volumes delivered in excess of 250 GJs per billing month (\$ per GJ)	
- between September 1 and April 30	6.5165
- between May 1 and August 31	2.5037

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:

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

Term of Service:

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

Terms and Conditions of Service:

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

Effective Date:

To apply to all bills rendered for natural gas delivered on and after January 1, 2020.

RATE CLASS
CGS

CONTRACT GENERAL SERVICE

APPLICABILITY

Contract General Service (CGS) Rate is applied to any Applicant using Liberty Utilities' 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 Utilities for a Contract Demand of not less than 36 GJs per day.

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	5.8830
- between May 1 and August 31	1.9066

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

Billing Demand:

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

Minimum Monthly Charge:

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

Minimum Annual Charge:

None.

Term of Service:

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

Terms and Conditions of Service:

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

Effective Date:

To apply to all bills rendered for natural gas delivered on and after January 1, 2020.

Special Metering Provision:

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

RATE CLASS
ICGS

INDUSTRIAL CONTRACT GENERAL SERVICE

APPLICABILITY

Industrial Contract General Service (ICGS) Rate is applied to any Applicant using Liberty Utilities' 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 Utilities for a Contract Demand of not less than 360 GJs per day.

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	1.6850
- between May 1 and August 31	0.9375

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

Billing Demand:

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

Minimum Monthly Charge:

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

Minimum Annual Charge:

None.

Term of Service:

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

Terms and Conditions of Service:

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

Effective Date:

To apply to all bills rendered for natural gas delivered on and after January 1, 2020.

Special Metering Provision:

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

RATE CLASS**OPS****OFF-PEAK SERVICE****APPLICABILITY**

Off-Peak Service (OPS) Rate is applied to any Applicant using Liberty Utilities' 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.

RATE	
Monthly Distribution Customer Charge:	
\$ per month	50.00
Monthly Distribution Delivery Charge:	
For the volumes delivered per month (\$ per GJ)	5.8905

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.

Seasonal Overrun Charge:

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

Term of Service:

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

Terms and Conditions of Service:

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

Effective Date:

To apply to all bills rendered for natural gas delivered on and after January 1, 2020.

RATE CLASS
AGENT BILLING AND COLLECTION

APPLICABILITY

Agent Billing and Collection Rates are available to any Service Provider applying to use Liberty Utilities' billing and/or collection services.

RATE	
Monthly Agent Billing and Collection Charge:	
Payable by Service Provider for each SGS Customer (\$ per bill)	1.47
Payable by Service Provider for each MGS Customer (\$ per bill)	2.54
Payable by Service Provider for each LGS Customer (\$ per bill)	5.92
Monthly Agent Billing Charge:	
Payable by Service Provider for each CGS Customer (\$ per bill)	4.85
Payable by Service Provider for each ICGS Customer (\$ per bill)	4.85
Payable by Service Provider for each OPS Customer (\$ per bill)	4.85
Monthly Line Item Billing Charge:	
Any Additional Line Item Charge (\$ per line per bill)	0.86

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

Terms and Conditions of Service:

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

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

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

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

Effective Date:

To apply to Billing and Collection Services rendered on and after January 1, 2020.

Appendix B - Fees and Charges

Fees and Charges

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

<u>Description</u>	<u>Applicability</u>	<u>Fee/Charge</u>
Reconnect	Restoring distribution services and/or delivery after Red-Lock in accordance with Liberty Utilities' 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.	\$150 plus labour, material and overhead
	A security deposit may be required in addition to any security deposit currently held by Liberty Utilities.	\$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 turn on)	Payable by Customer's natural gas appliance/equipment installer in the event that Liberty Utilities makes a	\$75

<u>Description</u>	<u>Applicability</u>	<u>Fee/Charge</u>
	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.	
Cut-off at Main		
<ul style="list-style-type: none"> • Non-residential 	Red-Lock is required on a non-residential account in accordance with Liberty Utilities' Red-Lock Policy and Customer denies or prevents access to the meter.	Recovery of labour, materials and overhead
<ul style="list-style-type: none"> • Residential 	Red-Lock is required on a residential account in accordance with Liberty Utilities' 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.	Recovery of labour, materials and overhead
Service Line Connection	Customer requires service line beyond 30 metres in length.	Recovery of labour, materials and overhead
Damage to Liberty Utilities Plant	Responsible party to pay amount necessary to bring plant back to original state in the event that damage to Liberty Utilities 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 that a Red-Locked meter has been activated without authorization and Liberty Utilities can establish that Customer is responsible for the activation of the meter and continues to occupy the premises in question in accordance with Liberty Utilities' Red-Lock Policy	\$300
New Account Charge	On application for a new account with Liberty Utilities.	\$25

<u>Description</u>	<u>Applicability</u>	<u>Fee/Charge</u>
Non sufficient Funds (NSF)	A new account is required each time a potential or existing Customer applies for distribution service. In the event that a financial instrument or pre-authorized payment offered in settlement of an account is returned non-sufficient funds.	\$50
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