

Centra Gas Manitoba Inc.

Schedule of Sales and Transportation Services and Rates

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I. Territory Served

This Schedule of Sales and Transportation Services and Rates applies to the following territory:

Zone	Area Definition
1	Ste. Anne (Town), Ste. Anne, (R.M.), Niverville (Town), Steinbach (City), Hanover (R.M.), St. Pierre-Jolys (Village), Desalaberry (R.M.), La Broquerie (R.M.), Ritchot (R.M.), Altona (Town), Montcalm (R.M.), Emerson-Franklin Municipality, Dufferin (R.M.), Carman (Town), Stanley (R.M.), Morden (City), Winkler (City), Rhineland Municipality, Morris (Town), Grey (R.M.), Morris (R.M.), Beausejour (Town), Thompson (R.M.), Roland (R.M.), Piney (R.M.); Portage la Prairie (City), Portage la Prairie (R.M.), Long Plain Madison First Nation, North Norfolk Municipality, Cartier (R.M.), Dakota TIPI First Nation, Norfolk Treherne Municipality, Winnipeg (City), Headingley (R.M.), Stonewall (Town), Selkirk (City), Winnipeg Beach (Town), Gimli (R.M.), East St. Paul (R.M.), West St. Paul (R.M.), Brokenhead (R.M.), MacDonald (R.M.), Richot (R.M.), Rockwood (R.M.), Rosser (R.M.), Springfield (R.M.), St. Andrews (R.M.), St. Clements (R.M.), Tache (R.M.), Reynolds (R.M.), Teulon (Town), Dunnottar (Village), Bifrost-Riverton Municipality, Arborg (Town), Woodlands (R.M.), Dauphin (City), Dauphin (R.M.), Roseau River Anishinabe First Nation, Armstrong (R.M.)
2	WestLake-Gladstone Rural Municipality, Glenella-Lansdowne Municipality, North Norfolk Municipality, Swan Valley West Municipality, Swan River (Town), Minitonas-Bowsman Municipality, North Norfolk Municipality, Dauphin (R.M.), Gilbert Plains Municipality, Cornwallis (R.M.), Thompson (R.M.)
3	Gilbert Plains Municipality, Grandview Municipality, Ellice-Archie (R.M.), Neepawa (Town), Prairie View Municipality, North Cypress-Langford Municipality, Virden (Town), Hartney (Town), Grassland Municipality, Melita (Town), Two Borders Municipality, Pipestone (R.M.), Souris-Glenwood Municipality, Minto-Odanah (R.M.), Brandon (City), Cornwallis (R.M.), Elton (R.M.), Carberry (Town), Swan Lake First Nation, North Norfolk Municipality, Dauphin (R.M.), Killarney-Turtle Mountain Municipality, Grassland Municipality, Deloraine-Winchester Municipality, Wallace-Woodworth (R.M.), Prairie View Municipality, Thompson (R.M.)
4	Roblin Municipality, Riding Mountain West (R.M.), Russell-Binscarth Municipality, Minnedosa (Town), Ellice-Archie (R.M.), Yellowhead (R.M.), Rosedale (R.M.), Riverdale Municipality, Minto-Odanah (R.M.), Hamiota Municipality, Wallace-Woodworth (R.M.), Boissevain-Morton Municipality, Killarney-Turtle Mountain Municipality, Deloraine- Winchester Municipality, Hamiota Municipality, Grassland Municipality, Prairie View Municipality, Pipestone (R.M.), Minto-Odanah (R.M.), Thompson (R.M.)
5	Minto-Odanah (R.M.)

1
2 Note: See Section IV General Terms and Conditions D) 12) b) for further details
3 on Zones.

1 **II. Definition of Terms**

2
3 Except where the context expressly states another meaning, the following terms,
4 when used in this Schedule of Sales and Transportation Services and Rates,
5 shall have the following meanings:

- 6
7 A) “103m3” means 1,000 Cubic Meters of gas.
- 8
9 B) “AECO” means the notional market point situated between the receipt
10 and delivery marketplaces on the NOVA Gas Transmission Limited
11 pipeline system. Also known commonly as NIT and AECO/NIT.
- 12
13 C) “AECO Supply” means gas procured by the Company at AECO.
- 14
15 D) “Agency Agreement” means an agreement between a Customer and
16 Broker, which at a minimum, authorizes and requires the Broker to act on
17 the Customer’s behalf with respect to natural gas service.
- 18
19 E) “Agency Billing and Collection Service” (or “ABC Service”) means as a
20 service wherein the Company bills the Customer for gas sold by the Broker
21 to the Customer.
- 22
23 F) “Agent” means a gas supply Broker acting on behalf of a Customer.
- 24
25 G) “Alternate Supply Service” means any supply or source of gas that the
26 Company may offer from time to time, in lieu of curtailment, to Interruptible
27 Sales Service Customers.
- 28
29 H) “Annual Quantity Difference” means, for purposes of Western
30 Transportation Service, the sum of the monthly Quantity Differences for
31 the twelve months of the Gas Year.
- 32
33 I) “Authorized Sales Volume” means the volume of gas which the Company
34 agrees to sell to the Customer on a given day as specified in the Contract.
- 35
36 J) “Backstop Gas” means that quantity of gas agreed upon by the
37 Company and the Broker and/or Customer which is to supplement, in

- 1 whole or in part, an impairment to gas deliveries to the Company by or for
2 the Broker and/or Customer.
3
- 4 K) “Base Rate” means the rate charged for a Service, not including any rate
5 riders or other adjustment factors.
6
- 7 L) “Basic Monthly Charge” means a fixed monthly charge that reflects a
8 portion of the costs of being connected to the gas distribution system and is
9 not related to the volume of gas consumed.
10
- 11 M) “Board” means the Public Utilities Board of Manitoba.
12
- 13 N) “Broker” also known as “Marketer” means an entity authorized by the
14 Public Utilities Board of Manitoba to sell natural gas commodity.
15
- 16 O) “Broker’s Gas Commodity Price” means the retail price charged by a
17 Broker to a Customer for sales of Gas Commodity which is used by the
18 Company to bill the Customer under ABC Service.
19
- 20 P) “Business Day” means any calendar day exclusive of Saturdays and
21 Sundays and exclusive of days which are statutory or legal holidays under
22 the laws of Manitoba.
23
- 24 Q) “Company” means Centra Gas Manitoba Inc. and its successors and
25 assigns.
26
- 27 R) “Contract Year” means a period of 12 or fewer consecutive months ending
28 on October 31.
29
- 30 S) “Contract” means, for the purposes of these Terms and Conditions of
31 Service and the Rate Schedules into which they are incorporated, an
32 agreement to provide service either implied, written, or oral.
33
- 34 T) “Cubic Meter-Day” (“m3/day”) means the maximum volume of gas
35 consumed in a single 24 hour period.
36
- 37 U) “Cubic Meter” (“m3”) means the volume of gas which occupies one cubic

- 1 meter when such gas is at a temperature of 15.56 degrees Celsius, and at
2 a pressure of 101.560 kilopascals absolute.
3
- 4 V) “Customer” (or “Consumer”) shall include any person, firm, or corporation
5 to whom gas is delivered or any other goods or services, including
6 attachment to the system, are provided by the Company. No person, firm
7 or corporation is a Customer in relation to services provided under a
8 “shared services agreement” or services received in the recipient’s
9 capacity as a Broker.
10
- 11 W) “Day” means a period of 24 consecutive hours beginning and ending at
12 9:00 a.m., in the time zone in which deliveries are made. The reference
13 date for any day shall be the calendar date on which the 24 hour period
14 shall commence.
15
- 16 X) “Delivery”, in relation to the Company’s Delivery rate, means the
17 transportation of natural gas to Manitoba (as applicable) and distribution of
18 natural gas to the Customer.
19
- 20 Y) “Delivery Point” means the location at which the Company shall deliver
21 gas to the Customer.
22
- 23 Z) “Delivered Service” means natural gas supply purchased by the Company
24 under an arrangement which includes delivery of the natural gas to the
25 Company’s transmission and distribution system.
26
- 27 AA) “Delivery Service” means the transmission and distribution of natural gas
28 from the Receipt Point to the designated Delivery Point for the Customer.
29
- 30 BB) “Firm Daily Contract Demand” means the maximum volume of gas which
31 the Company obligates itself to be ready to deliver and/or sell daily to the
32 Customer’s Delivery Point on a Firm Service basis.
33
- 34 CC) “Firm Service” means gas service at one Delivery Point and separately
35 metered where the service may not be curtailed except for Force Majeure.
36
- 37 DD) “Gas” means natural gas having a gross heating value of not less than 36

- 1 megajoules per Cubic Meter (950 Btu per cubic foot).
2
- 3 EE) “Gas Commodity” means gas that is offered to Sales Service
4 customers by the Company or Brokers, at an AECO-based commodity
5 rate that is applied to their total consumption.
6
- 7 FF) “Gas Commodity Billed” means the quantity of gas calculated to
8 have been consumed, as rendered by the Company on bills to
9 Customers, in accordance with the Company’s practices.
10
- 11 GG) “Gas Commodity Delivered” means the quantity of gas delivered by the
12 Broker to the Company as part of the Western Transportation Service
13 Agreement.
14
- 15 HH) “Gas Loan” means the quantity of gas that must be exchanged between
16 each individual Broker on behalf of that Broker’s Customer(s) and the
17 Company for purposes of reconciling differences between Gas
18 Commodity Billed and Gas Commodity Delivered under Western
19 Transportation Service.
20
- 21 II) “Gas Loan Mechanism” means a mechanism for the exchange of Gas
22 Commodity and financial payments between each individual Broker on
23 behalf of that Broker’s Customer(s) and the Company under Western
24 Transportation Service.
25
- 26 JJ) “Gas Year” means a period of 365 consecutive days beginning on the
27 first day of November; provided however, that any such year which
28 contains a date of February 29 shall consist of 366 days.
29
- 30 KK) “Gross Heating Value” means the total joules expressed in megajoules
31 per Cubic Meter (MJ/m³) produced by the complete combustion at
32 constant pressure of one (1) Cubic Meter of gas with air, with the gas
33 free of water vapor and the temperature of the gas, air and products of
34 combustion to be at standard temperature and all water formed by
35 combustion reaction to be condensed to the liquid state.
36
- 37 LL) “Group” means a group of Customers designated by a Broker in a single

- 1 agreement under Western Transportation Service or ABC Service.
2
- 3 MM) “Interruptible Daily Contract Demand” means the maximum volume of gas
4 which the Company obligates itself to be ready to deliver and/or sell
5 daily to the Customer’s Delivery Point on an Interruptible Service basis.
6
- 7 NN) “Interruptible Service” means gas service at one point of delivery and
8 separately metered where, at any time, the service may be interrupted at
9 the sold discretion of the Company.
10
- 11 OO) “Interconnect Point” means the point on the TransCanada PipeLine system
12 or any other pipeline designated by such pipelines as their point of receipt.
13
- 14 PP) “Joule” (“J”) is the unit of energy measured as the work done when
15 the point of application of force of one newton is displaced a distance of
16 one meter in the direction of the force. The terms megajoule and
17 gigajoule means 1×10^6 and 1×10^9 joules, respectively.
18
- 19 QQ) “Loan Price” means the unit price used in determining the Value of the
20 Gas Loan included under Western Transportation Service.
21
- 22 RR) “Maximum Daily Quantity” means the maximum quantity of gas that the
23 Company will nominate on behalf of a Customer from the Customer’s
24 supplier for Gas Commodity supply on a given day. The Maximum Daily
25 Quantity may be more than the Customer’s Firm Daily Contract Demand.
26
- 27 SS) “Medium Pressure” means the pressure that the Company utilizes in its
28 distribution system that is no greater than 60 pounds per square inch.
29
- 30 TT) “Month” means the period beginning at 9:00 a.m. on the first Day of the
31 calendar month and ending at the same hour on the first Day of the next
32 succeeding calendar month.
33
- 34 UU) “Monthly Billing Demand” means the highest daily consumption measured
35 in Cubic Meters on any given day of the month, provided the month is a
36 Winter Month, or in any Winter Month of the preceding eleven months.
37 For Customers without twelve months of demand billing data, the Monthly

- 1 Billing Demand may be estimated or otherwise specified by the Company.
2
- 3 VV) "Monthly Demand Change" means a monthly charge that reflects the
4 Customer's use of the capacity of the system. The Monthly Demand
5 Charge is calculated as the Monthly Billing Demand for the month
6 multiplied by the applicable unit demand rate.
7
- 8 WW) "Nominated Volume" means the quantity of gas expressed in gigajoules
9 which the Customer has arranged to deliver to the Receipt Point, and the
10 Company has agreed to receive, in a given day.
11
- 12 XX) "Non-AECO Supply" means gas procured by the Company at non-AECO
13 locations, exclusive of Alternate Supply provided to Interruptible
14 Customers, to meet aggregate Sales Service demand. The cost
15 differential between the Company's AECO Supply costs and Non-AECO
16 Supply costs is recovered from (or refunded to) all Sales Service
17 customers in a rate rider embedded in the Delivery billed rate.
18
- 19 YY) "Normal Year Gas Requirements" means the annual gas requirements that
20 would be required under weather conditions determined from a 25-year
21 rolling average as calculated from time to time by the Company.
22
- 23 ZZ) "Premises" means the location specified in an application for service, or
24 such other location to which the Company delivers gas.
25
- 26 AAA) "Quantity Difference" means the difference between the Gas Commodity
27 Delivered and the Gas Commodity Billed under Western Transportation
28 Service expressed in either Cubic Meters or Gigajoules.
29
- 30 BBB) "Receipt Point" means the interconnection between the Company's
31 transmission and distribution system and TransCanada PipeLines
32 transmission system.
33
- 34 CCC) "Sales Service" means gas service in which the Company procures gas
35 quantities to satisfy the Customer's gas requirements.
36
- 37 DDD) "Service Line" means that portion of the Company's distribution system

1 used for the delivery of gas from the main to the inlet side of the meter
2 assigned to the Customer.

3
4 EEE) "Standard Pressure" means an absolute pressure equal to 101.560 kPa at
5 15.56 degrees Celsius.

6
7 FFF)

8
9 GGG) "TransCanada" means TransCanada PipeLines Limited.

10
11 HHH) "Transportation Service (T-Service)" means transmission and/or
12 distribution of Customer-owned gas on the Company's system as defined
13 in the Contract between Customer and the Company.

14
15 III) "Unauthorized Over-Run Gas" means:

16 a) any and all quantities of natural gas consumed by an Interruptible
17 Class Customer during a period of time that the Company has curtailed
18 service to that customer, and during which that Customer is not receiving
19 Alternate Supply Service, and/or;

20 b) any and all quantities of natural gas consumed by a Customer of a
21 Broker that has failed to supply their requirements, during a period of time
22 that the Company has curtailed service to that Customer because the
23 Company is unable to acquire Backstop Gas.

24
25 JJJ) "Unauthorized Over-Run Gas Charge" means a volumetric charge per
26 cubic metre for the procurement and supply of Unauthorized Over-run Gas
27 consumed by a Customer.

28
29 KKK) "Unauthorized Over-Run Gas Delivery Charge" means a delivery charge
30 per cubic metre for Unauthorized Over-run Gas consumed by a Customer.

31
32 LLL) "Value of the Gas Loan" means the amount of money equal to the quantity
33 of the Gas Loan multiplied by the Loan Price as part of Western
34 Transportation Service.

35
36 MMM) "Volumetric Charge" means a charge based on the volume of natural gas
37 measured over an extended period of time, such as a monthly billing

1 period.

2

3 NNN) “Winter Month” means the months of November, December, January,
4 February, and March.

5

6 OOO) “Year” means a period of 365 consecutive days; provided however, that
7 any such year which contains a date of February 29 shall consist of 366
8 days.

1 **III. Description of Available Rates and Services**

2
3 This section provides general descriptions of the rates and services offered by the
4 Company and other related matters. The descriptions provided in this section are
5 not comprehensive and may be changed by the Company at any time. The
6 characteristics and charges associated with any of the following services may be
7 changed at any time subject to Board Approval.

8
9 The Company offers two basic services. These are Sales Service, where the
10 Company provides some of the Customer's gas requirements, and Transportation
11 Service, where the Company does not provide any of the Customer's gas
12 requirements.

13
14 **Sales Service** is a service in which the Company procures and manages gas
15 supplies, and arranges the delivery of those supplies to the Customer. Sales
16 Service consists of three distinct parts: Gas Commodity; Transportation to Centra;
17 and Distribution to Customer. Sales Customers may choose to purchase **Gas**
18 **Commodity** from either the Company or an alternative supplier. The Company
19 procures Non-AECO Supply to meet the aggregate demand of all Sales
20 Customers. **Transportation to Centra** include the management of all
21 gas, including transportation to Manitoba, and **Distribution to Customer**
22 includes the management of all gas on Centra's system and delivery of that
23 gas to Customers. Transportation to Centra and Distribution to Customer
24 components are combined in a single **Delivery rate** on customers' bills.

25
26 **Transportation Service** ("T-Service") allows a Customer to procure and deliver
27 its own natural gas supplies to the Company's Receipt Point. The Company's T-
28 Service is the agreement under which the Company delivers that natural gas
29 from the Receipt Point to the Customer's facility. Special Terms and Conditions
30 of Transportation Service are covered in Section V.

31
32 Sections IX and X set out the specific rates for both Sales Service and T Service.

33
34 **A) Optional Service Offerings:**

35
36 **1) Western Transportation Service**

37 The Company manages and delivers Broker-provided Gas Commodity

1 from AECO to the Customer's facility. The Company then delivers this gas
2 to the Customer or otherwise as appropriate. An Agency Agreement
3 between the Customer and the Broker, and a separate Western
4 Transportation Service Agreement between the Customer, the Broker and
5 the Company are required to take this service, which may be executed on
6 behalf of the Customer by the Broker as the Customer's agent. Western
7 Transportation Service is subject to the Special Terms and Conditions as
8 set forth in Section VII hereof. Western Transportation Service Customers
9 are eligible for Alternate Supply Service and Backstopping Service as
10 described in the Optional Service Offerings provided herein.

11
12 Agency Billing and Collection ("ABC") Service is offered in conjunction
13 with Western Transportation Service. ABC Service allows the Company to
14 bill the Customer for Gas Commodity on behalf of the Broker, using the
15 Broker's Gas Commodity Price. The Customer makes a single payment to
16 the Company.

17
18 **2) Alternate Supply Service**

19 The Company may provide, on a best efforts basis, Alternate Supply
20 Service on an interruptible basis to Interruptible Customers requesting
21 such service, who otherwise would be interrupted by the Company for
22 supply reasons. Alternate Supply Service may be arranged by the
23 Company at prices in accordance with the provisions of Section VI hereof.

24
25 **3) Backstopping Service**

26 The Company may provide Backstopping Service, if requested, on a best
27 effort basis to T- Service and Western Transportation Service Customers
28 whose gas supply fails or cannot be delivered to the Company's
29 distribution system.

30
31 **4) Short Term Interruptible Transportation Service**

32 During periods where curtailment would otherwise be implemented, the
33 Customer may elect to provide its own gas supply delivered to the
34 Company's Receipt Point in lieu of Company provided gas supply. The
35 Customer's gas supply will be transported to the Delivery Point under the
36 Short Term Interruptible Transportation Service.

37

1 **B) Service Offerings by Service Classification:**

2
3 Customers are classified as either Small General Class, Large General Class,
4 High Volume Firm Class, Interruptible Class, Mainline Class, Special Contract
5 Class or Power Station Class.

6
7 **1) Small General Class (“SGC”)**

8 While meter size does not determine which class a Customer is in, SGC
9 Customers, as general guide, receive gas through one meter of the type
10 and capacity typically installed for individual residences. Sales Service
11 and the Optional Service offerings associated therewith are the only
12 services available to these Customers. T- Service is not available. Service
13 is on a firm basis and the charges include a Basic Monthly Charge, a Gas
14 Commodity charge, and a Delivery charge as described in Sections IX and
15 X of this Schedule of Sales and Transportation Services and Rates. All
16 Customers with annual consumption of less than 680,000 m3 are eligible
17 for this rate.

18
19 Customers that are eligible for this class may elect to be reclassified as
20 Large General Class instead, however, that election will remain in effect
21 until a subsequent election is made and each election must remain
22 effective for a minimum of one year.

23
24 Customers in this class are eligible for Western Transportation Service as
25 described in the Optional Service Offerings as provided herein.

26
27 **2) Large General Class (“LGC”)**

28 While meter size does not determine which class a Customer is in, LGC
29 Customers, as a general guide, receive gas through one meter of the type
30 and capacity not commonly installed for individual residences. These
31 Customers receive Firm Sales Service; T- Service is not available. The
32 charges include a Basic Monthly Charge, a Gas Commodity charge, and a
33 Delivery charge as described in Sections IX and X of this Schedule of
34 Sales and Transportation Services and Rates. All Customers with annual
35 consumption of less than 680,000 m3 are eligible for this class. Customers
36 who are eligible for this class may elect to be reclassified as SGC. That
37 election, however, will remain in effect until a subsequent election is made

1 and each election must remain effective for a minimum of one year.

2
3 Sales Customers in this class are eligible for Western Transportation
4 Service as described in the Optional Service Offerings provided herein.

5
6 At the discretion of the Company in order to facilitate connections of new
7 customers on capacity-constrained areas of Centra's system, it may
8 require an LGC Customer to enter into a Modified LGC Contract
9 ("Modified LGC") for a new service. The modified contract allows the
10 company to physically turn off the supply of gas to the LGC Customer
11 during the winter peak period of December 1st through to March 31st. To
12 be eligible to enter into Modified LGC Contract, the LGC Customer is
13 required to have a dedicated meter facility separate from other customer
14 gas loads that require year-round consumption. Customers entering into a
15 Modified LGC Contract will continue to be charged the Basic Monthly
16 Charge during the shut-off period.

17
18 **3) High Volume Firm ("HVF") Class**

19 HVF Customers receive gas on a firm basis through one meter,
20 where annual consumption equals or exceeds 680,000 m³. These
21 Customers may elect to receive either Firm Sales Service or Firm
22 Transportation Service. The charge include a Basic Monthly Charge, a
23 Monthly Demand Charge, a Gas Commodity charge, and a Delivery
24 charge as described in Sections IX and X of this Schedule of Sales and
25 Transportation Services and Rates. Customers desiring this service must
26 execute a binding agreement with the Company with a minimum term of
27 one year. Any change in classification from HVF Class to Interruptible
28 Class shall be at the consent of the Company. Sales Customers in this
29 class are eligible for Western Transportation Service as described in the
30 Optional Service Offerings provided herein. Transportation Service
31 Customers in this class are eligible for Backstopping Service as
32 described in the Optional Service Offerings provided herein.

33
34 **4) Interruptible Class ("IC")**

35 Interruptible Customers receive gas through one meter where the service
36 may be interrupted by the Company from time to time upon notice to the
37 Customer. Interruptible Service is available only in situations where, in the

1 sole opinion of the Company, a benefit exists for the Company or other
2 Customers. Interruptible Service is available to Customers whose annual
3 gas requirements equal or exceed 680,000 m³ and who contract for such
4 service for a minimum of one year, or to Customers that have received
5 Interruptible Service continuously since December 31, 1996. Sales
6 Service or Transportation Service are available. The charges include a
7 Basic Monthly Charge, a Monthly Demand Charge, a Gas Commodity
8 charge, and a Delivery charge as described in Sections IX and X of this
9 Schedule of Sales and Transportation Services and Rates. Interruptible
10 Service is subject to Special Terms and Conditions of Service as set out in
11 Sections V and VI, which also includes charges for failure to comply with
12 the Terms and Conditions of the service.

13
14 Sales Customers in this class are eligible for Short Term Interruptible
15 Transportation Service, Western Transportation Service, and/or Alternate
16 Supply Service as described in the Optional Service Offerings provided
17 herein. T-Service Customers in this class are eligible for Backstopping
18 Service as described in the Optional Service Offerings provided herein.

19
20 **5) Mainline Class (“MLC”)**

21 Mainline Customers receive gas through one meter where the Customer is
22 served directly from the Company’s transmission system or through
23 dedicated distribution facilities at pressures in excess of medium
24 pressure and whose annual gas requirements equal or exceed 680,000
25 m³ and who contract for such service for a minimum of one year. Mainline
26 Customers may elect Firm Sales Service, Interruptible Sales Service (in
27 conjunction with Firm Delivery Service), or Firm Transportation Service.
28 The charges include a Basic Monthly Charge, a Monthly Demand
29 Charge, a Gas Commodity charge, and a Delivery charge as described in
30 Sections IX and X of this Schedule of Sales and Transportation Services
31 and Rates. This service may be subject to Special Terms and
32 Conditions as specified in sections V and VI.

33
34 Sales Customers in this class are eligible for Alternate Supply
35 Service, Short Term Interruptible Transportation Service and/or Western
36 Transportation Service as described in the Optional Service Offerings
37 provided herein. T-Service Customers in this class are eligible for

1 Backstopping Service as described in the Optional Service Offerings
2 provided herein.

3

4 **6) Special Contract Class**

5 The Company provides Special Contract service through a written
6 agreement between the Company and a Customer which governs the
7 gas service to the Customer. Special Contract Service may include Sales
8 Service and/or a Transportation Service. This service will be governed by
9 the terms of the individual contract. 15

10

11 **7) Power Station Class**

12 The Company provides service to electrical generating stations which use
13 natural gas in the production of electricity through a written agreement
14 between the Company and the Customer which governs the gas service
15 to the Customer. Power Station Service may include Sales Service and/or
16 Transportation Service. This service will be governed by the terms of the
17 individual contract.

1 **IV. General Terms and Conditions**

2
3 This Section IV deals with sales, delivery, and transportation services provided by
4 the Company.

5
6 **A) Contract For Service**

7
8 **1) General**

9 a) These General Terms and Conditions shall apply to all contracts
10 (howsoever created) for gas service under any of the Company's rate
11 schedules or service classifications, including Special Contracts;
12 provided that, if the provisions of any explicit Contract conflict with
13 these Terms and Conditions, the provisions contained in the explicit
14 Contract shall prevail.

15
16 b) These General Terms and Conditions may, subject to approval by the
17 Board, added to, altered, or amended by the Company from time to
18 time and any such addition, alteration, or amendment shall become
19 effective upon Order of the Board.

20
21 **2) Application for Service**

22 a) Application for a service line shall be made on a form provided by the
23 Company. The application, when signed by the Customer and
24 accepted by the Company, shall become a contract for gas service.

25
26 b) Verbal application for gas service to premises having existing
27 facilities may be accepted by the Company. In such cases, a contract
28 is deemed to be made between the Company and the Customer.

29
30 c) When two or more rates and/or services are available to a Customer,
31 the Customer may elect the rates and/or services to be provided to the
32 Customer. In the event that an election is not specified, the Company
33 will make an election. The Customer may make an alternative election
34 at any time subject to reasonable notice. The Customer, having made
35 an election, must remain with that rate and/or service for a period of not
36 less than twelve months following the effective date of the election. All
37 elections are prospective only.

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3) Termination

The Customer may terminate the contract by providing no less than seven (7) days' notice to the Company, to be effective on the later of seven (7) days following receipt of such notice by the Company or the date specified in such notice by the Customer. Notwithstanding any such termination, the Company retains its rights of access as noted in Paragraph IV B) 8) to its equipment on or in the Customer's property and the Customer remains liable to the Company for any amounts payable under the contract of service up to the latter of the date of termination, or the remaining period of the contract. Any additional contracts or agreements in place between the Customer and the Company remain subject to the termination provisions contained therein.

4) Easements and Rights-of-Way

- a) If, before the point of entry at the Premises, a service line must cross property owned by some person other than the Customer, the Company shall obtain from such person a written consent or easement for the installation and maintenance of the service line and related facilities.
- b) If the Customer is not the registered owner of the Premises, the Customer shall obtain for the Company from the said owner the necessary consent or easement in writing for the installation and maintenance in said Premises of all necessary facilities for supplying gas; provided that the Company may, at its option, itself acquire such consent or easement.

5) Assignment

All contracts for service shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, but shall not be assigned or be assignable by the Customer without the consent in writing of the Company first being obtained which consent may be withheld by the Company.

6) Representation

No agent, representative, or employee of the Company has the authority to make any promise, agreement, or representation not incorporated

1 within the Company's Schedule of Sales and Transportation Services
2 and Rates or executed through a contract for service, and any such
3 promise, agreement, or representation shall not bind the Company.
4

5 **7) Resale of Gas**

6 Gas taken by a Customer at a delivery point shall not be resold, except
7 as permitted by Law.
8

9 **8) Rates and Charges**

10 In connection with a contract for service, the Customer shall pay the
11 Company at the rates approved from time to time by the Board or other
12 regulatory body having jurisdiction and shall pay any other charges validly
13 in effect from time to time.
14

15 **9) The Public Utilities Board Act to Prevail**

16 The provisions of these Terms and Conditions of Service are subject at
17 all times to all applicable Federal, Provincial, and Municipal Legislation
18 including The Public Utilities Board Act (Manitoba) as amended from time
19 to time, or such other legislation as may be enacted in replacement
20 thereof and any lawful Orders of the Board. In the event of any conflict
21 between the provisions of these Terms and Conditions, the provisions
22 of the aforesaid Legislation, or any lawful Order of the Board, the
23 provisions of the said Legislation or Order shall prevail.
24

25 **B) Service Connection and Charges**

26
27 **1) Authority for Work**

28 No changes, extensions, replacements, repairs, connections, or
29 disconnections to, of, or from the Company's system shall be made
30 except by the Company's duly authorized employees, agents, or
31 contractors.
32

33 **2) Installation Policy**

34 Subject to IV B) 3) hereof, where the Company's main is adjacent to
35 the Customer Premises, the Company will install, at no additional charge to
36 the Customer, a service line from the main to a meter location selected by
37 the Company, except that where the distance from the property-line crossed

1 by the service line to the entry-point or meter exceeds forty- six meters (150
2 feet), the Company may invoke and the Customer shall pay an excess
3 distance charge. The Company reserves the right to conduct a feasibility
4 study on each applicant or project and charge an applicable contribution
5 in aid of construction for that Customer and/or any and all Customers in a
6 project, which contribution shall be paid (or suitable arrangements made
7 in lieu thereof to the satisfaction of the Company) prior to
8 commencement of construction.
9

10 **3) Right of Refusal to Install**

11 The Company may refuse to install a service line if, in the Company's
12 opinion, such installation is not reasonable and practical and would not
13 furnish sufficient business to justify the construction and maintenance
14 thereof, and neither acceptance of an application from nor any cash deposit
15 from the Customer shall be construed as a commitment by the Company to
16 install any service line.
17

18 **4) Location of Service and Meter**

19 The Company will designate the location of the service lines, meters, and
20 regulators, and will determine the amount of space that must be left
21 unobstructed for the installation and maintenance of such equipment.
22

23 **5) Service Relocation and Alteration**

24 Where the Customer requests, or where the Customer's conduct requires,
25 that the meter, regulator and/or service line either enter the Premises at a
26 point or follow a route different from that chosen by the Company or alters
27 the existing configuration, it must conform to existing codes and
28 regulations. The Company may charge and the Customer shall pay for all
29 extra costs incurred for the installation or alteration in accordance with the
30 Customer's request, or as made necessary by the Customer's conduct,
31 provided that nothing herein obligates the Company to make the requested
32 or required changes.
33

34 **6) Meters Installed Within Premises**

35 If the Company has designated an inside meter location, the meter will
36 be installed as close to the service entry point as allowed by existing
37 codes and regulations. Where the Customer desires a meter location

1 other than that chosen by the Company, it must conform to existing
2 codes and regulations, and the Customer will be charged the cost of
3 installing all piping in excess of the amount required by the Company's
4 choice of location. All piping, and other equipment if any, between the
5 main and the meter remains the property of the Company.
6

7 **7) Additional Meters Installed Within Premises**

8 Additional meters may be installed on request at the Customer's expense.
9 The Company reserves the right to refuse installation of additional meters
10 where such installation is not reasonably necessary for the Customer's
11 purposes.
12

13 **8) Access to Property**

14 The Customer grants the Company full power, right, and liberty to enter
15 the lands upon which the Premises are situated to break the surface and
16 make necessary excavations for the purpose of locating, installing,
17 repairing, replacing, maintaining, and inspecting all facilities on the said
18 lands. The Company shall do as little damage and cause as little
19 inconvenience as is reasonably possible in doing such work, and shall
20 restore the property as nearly as is reasonably practical, to its former
21 state provided at all times that the Company shall not be obligated to
22 remove its pipelines or other equipment.
23

24 **9) Commencement of Use of Gas**

25 The Customer agrees to commence using gas on the Premises within six
26 (6) months of the date of installation of the facilities. Failing to so
27 commence, after the sixth month the Customer shall pay the Company's
28 approved Basic Monthly Charge, or at the Company's option, shall pay the
29 full cost of the installation and removal of services.
30

31 **10) Timing of Installation**

32 The Company reserves the right to determine the timing of the installation of
33 service when by reason of weather, conditions of excavation, and/or
34 other circumstances beyond its control, it is deemed inadvisable to install
35 facilities.

1 **11) Gratuities**

2 Employees of the Company are expressly forbidden to solicit or accept any
3 gratuities from the Customer.

4
5 **C) Consumer Contributions in Aid Of Construction**

6
7 **1) Refundable Contributions**

8 Where the Company deems anticipated revenue from the Customer
9 insufficient to justify an extension of its distribution system, it may require
10 the Customer to pay a contribution in aid of construction of the extension.
11 The contribution will be refunded after the end of the fifth year under the
12 following circumstances:

- 13
14 a) Full Refund: if, in the sole opinion of the Company, sufficient new
15 Customers or loads are attached to the extension to make it
16 economically feasible, a full refund of the original contribution will
17 be made.
- 18
19 b) Partial Refund: if, in the sole opinion of the Company, new
20 Customers or loads are attached to the extension, but total
21 anticipated revenue from the extension is insufficient to prevent
22 it from being a burden to the Company's other existing
23 Customers, the additional loads will be considered in re-
24 evaluating the original contribution and such re-evaluation may
25 enable a refund to the original Customer to a maximum of the
26 original contribution. Any portion of the refundable contribution not
27 refunded at the end of five (5) years will become a non-refundable
28 contribution.
- 29 c) Any refund that may be due to the Customer will first be applied to
30 any outstanding amounts due to the Company by the Customer.
31 Any remaining balance will be refunded to the Customer.

32
33 **2) Non-Refundable Contributions**

34 Where the Company deems that projected revenue from all potential
35 added connections will be inadequate to prevent an undue burden on
36 existing Customers, it may require the Customer to pay a non-refundable
37 contribution in aid of construction of the extension.

1
2 **D) Measurement Billing and Payment**

3
4 **1) Meters and Regulators**

5 The Company shall install on the Customer's Premises, at a point to be
6 selected by the Company, such meter(s), regulator(s), and/or other
7 equipment as the Company deems necessary, which shall be and remain
8 the property of the Company.

9
10 **2) Testing Measurement Equipment**

11 a) In the event that the Customer requests under the Electricity and Gas
12 Inspection Act for the testing of the measurement equipment, and by
13 such testing it is found that the measurement equipment is recording
14 within the allowable tolerances as specified in the Regulations under
15 the said Act, all previous readings shall be deemed to be correct and the
16 Customer shall pay to the Company its charge for testing and
17 changing the equipment. If the measurement equipment is
18 found to be recording outside of allowable tolerances, the cost of
19 testing and changing the meter will be borne by the Company and a
20 correction in billing shall be made as set out in IV D) 4) hereof.

21
22 b) The accuracy of measuring equipment shall be verified by the Company
23 at reasonable intervals, but shall not be required more frequently than
24 once in any thirty-day period. In the event either party shall notify the
25 other that it desires a special test of any measuring equipment the
26 parties shall co-operate to secure a prompt verification of the accuracy
27 of such equipment. The expense of any such special test shall be borne
28 by the requesting party if the equipment tested is found to be in error by
29 not more than 2%.

30
31 c) If, upon test, any measuring equipment is found to be in error by not
32 more than 2%, then previous recordings of such equipment shall be
33 considered accurate in computing deliveries of gas. However, the
34 equipment shall be adjusted at once to read as accurately as
35 possible.

36
37 d) If, for the period since the last preceding test, it is determined that

1 any measuring equipment is found to be inaccurate by an amount
2 exceeding 2% for such period, then the previous readings of
3 measurement equipment shall be corrected for any period during
4 which the measuring equipment was known to be inaccurate. In
5 such situations, corrections for billing purposes shall be in accordance
6 with section IV D) 4).

7
8 **3) Meter Reading**

9 Meters shall be read with such frequency as the Company may decide.
10 The Company shall have the right at any time to estimate Customer
11 consumption and to render a bill based upon such estimated
12 consumption. Should the number of consecutive estimated readings
13 exceed five (5), the Company shall, subject to its ability to gain access to
14 the Customer's Premises, read the meter. Notwithstanding the foregoing,
15 the Company may, at its option, require the Customer to read the meter and
16 report such reading in the manner specified by the Company.

17
18 **4) Failure of Measurement Equipment to Register Properly**

19 If the measurement equipment ceases to register properly, the quantity of
20 gas used will be determined by the most appropriate method, as
21 determined in the sole opinion of the Company. Such methods may
22 include but not be limited to:

- 23
24 a) mathematical calculations and comparisons including prevailing
25 ratio with a parallel meter,
26
27 b) the use of the Customer's check measuring equipment, and
28
29 c) the amount consumed during the corresponding period of the
30 previous month(s) or year(s), giving due consideration to the
31 weather, processing, and connected load, or
32
33 d) if no such information exists, the Company's best estimate,
34 having regard to the circumstances.

35
36 A correction in billing shall be made for the period that the measurement
37 equipment failed to register properly, not exceeding two (2) years

1 retroactive from the date of discovery.
2

3 **5) Billing**

4 a) **General:** Bills will be rendered monthly or by such other period as the
5 Company may determine and the Customer shall pay rendered
6 accounts by the due date specified on the bill. The Company shall
7 assess, and the Customer shall pay, a late payment charge as
8 specified in the rate schedule on all accounts remaining unpaid after the
9 due date. The Company's records of the date of mailing or delivery of
10 bills shall be conclusive evidence of the date of rendering. For
11 purposes of computing monthly bills, "month" shall mean a billing
12 period of approximately thirty (30) days. Bills computed for periods
13 longer or shorter than one month in this context shall be prorated,
14 including fixed charges such as the Basic Monthly Charge and the
15 Monthly Demand Charge where applicable.
16

17 Where bills have been rendered, and it is subsequently determined
18 that they have been incorrectly calculated for reasons other than
19 Failure of Measurement Equipment to Register Properly, they shall
20 be recalculated and submitted for payment by the Customer or Refund
21 by the Company. In such situations the recalculations may be
22 retroactive for a maximum period of six years. No penalty or interest
23 shall be included on such rebilled amounts during the retroactive
24 period. Interest charges and/or late payment charges may begin after
25 the due date as specified on the bill when rendered for the corrected
26 amounts.
27

28 **b) Application of Payments/Credits to Electricity and Gas**

29 **Accounts and Other Indebtedness:** Where a Customer pays less
30 than the full balance due on an account which is comprised of charges
31 for the supply of natural gas and electricity including related late
32 payment charges and/or an amount for items other than gas or
33 electricity services and related late payment charges (the "Other
34 Indebtedness"), or receives a credit on the account, in the absence of
35 a specific direction from the Customer, such payment/credit shall be
36 applied in the following order:

37 i. first to the oldest arrears. Where arrears are of equal

1 vintage, payments shall be applied pro rata to natural
2 gas charges, including related late payment charges,
3 electricity charges, including related late payment charges
4 and to the Other Indebtedness, including related late
5 payment charges;

6 ii. where there are payments/credits in excess of the amount
7 required to pay the oldest arrears, payments/credits shall
8 be next applied to the next oldest arrears (pro rata in
9 accordance with subparagraph (i) if there is more than one
10 service with arrears of equal vintage), and so on until all
11 arrears are paid;

12 iii. if there are no other arrears, to current charges, pro rata.
13

14 **6) Authorization to Disconnect Other Service and/or Install Load**
15 **Limiting Devices**

16 Where the Customer has an account comprised of charges for electricity
17 and natural gas service, or is the recipient of both electricity and natural
18 gas service at the same address but billed separately, the Customer
19 authorizes the Company to request that Manitoba Hydro disconnect the
20 electric service or alternately install a load limiting device on the electric
21 service where the charges for natural gas service are in arrears and full
22 payment or payment arrangements suitable to the Company have not been
23 made. The installation and removal of the load limiting device and/or
24 disconnection and reconnection of service shall be undertaken in
25 accordance with the procedures as defined in the Gas and Combined
26 Gas/Electric Services Disconnection and Reconnection Policy and
27 Procedure as approved from time to time upon Order of the Board.
28

29 **7) Guarantee Deposit**

30 Applicants for service may, at the option of the Company, be required
31 to provide a guarantee of payment in the form of a deposit, letter of credit,
32 or other guarantee suitable to the Company. The amount of such
33 guarantee shall not normally exceed the total of estimated billings to
34 the Customer for the three (3) month period of maximum
35 consumption. Guarantee amounts may be assessed at the discretion of
36 the Company. The guarantee is security against any outstanding
37 indebtedness of the Customer, and may, at the Company's discretion,

1 be held by the Company until the Customer discontinues the use of
2 gas at the Premises and the contract is terminated, or the guarantee
3 or part thereof may be applied from time to time against the
4 outstanding indebtedness of the Customer and any amount so applied
5 shall forthwith be paid to the Company by the Customer to replenish such
6 guarantee. The amount of such guarantee is not transferable or
7 assignable.

8
9 If the guarantee is provided by way of a deposit, the Company shall annually
10 credit interest on the deposit at the Company's average short-term
11 borrowing cost, as updated from time to time.

12
13 The deposit shall cease to draw interest at the earliest of; the date it is
14 returned to the Customer, the date notice is sent to the Customer's last
15 known address that the guarantee is no longer required, the date the
16 deposit is applied against the outstanding indebtedness of the Customer,
17 or the date when service is final billed.

18
19 In the event of termination of the contract between the Company and the
20 Customer, such deposit plus accrued interest, less any amount owed to
21 the Company, will be refunded.

22
23 **8) Budget Billing Plan**

24 The Company may, at its discretion, permit the Customer to pay fixed
25 monthly installments on account of services and/or gas consumed or to be
26 consumed by the Customer during all or any part of a period.

27
28 The Company shall fix the amount of the monthly installments on the
29 basis that the installments to be paid shall total the sum which would be
30 payable under the Company's rate schedule for the amount of gas or
31 services which the Company estimates would be consumed on the
32 Premises during the period in which the Customer is to pay such
33 installments (herein called, "the budget period").

34
35 The Customer may terminate the Budget Billing Plan at any time by giving
36 seven (7) days' prior notice of termination to the Company and the
37 Company may terminate the Budget Billing Plan at any time in the event

1 that the Customer ceases to be a Customer, or if the Customer has not
2 maintained payment of installments to the Company's satisfaction.

3
4 Upon the expiration of the budget period or its earlier termination as
5 referred to above, the amount that would be payable to the Company by
6 the Customer pursuant to the rate schedule for gas actually consumed
7 from the beginning of the budget period to its end or earlier termination,
8 shall be compared with the aggregate of the monthly installments
9 actually paid by the Customer during such time, and if the amount
10 payable exceeds the aggregate of the amounts actually paid, such excess
11 shall be paid by the Customer to the Company, or if the amount actually
12 paid exceeds the amount payable, such excess shall be paid or credited
13 by the Company to the Customer.

14
15 The Company may, at any time, revise its estimate of a Customer's gas
16 consumption, and accordingly, may increase or decrease the amount of
17 monthly installments payable by the Customer. In addition, the monthly
18 installments may be adjusted to reflect approved rate changes.

19
20 **9) Returned Cheques**

21 When a Customer's cheque is returned by banks or other financial
22 institutions for any reason, a returned cheque charge will be assessed to
23 the Customer. The amount of this charge will be as determined from time
24 to time by the Company, subject to Board approval.

25
26 **10) Taxes**

27 The rates and charges referred to in these Terms and Conditions do not
28 include taxes or other amounts which the Company may be required to
29 collect from Customers.

30
31 **11) Late Payment Charge**

32 A late payment charge shall be charged on the dollar amount owing after
33 each billing due date. The due date will be at least 14 days after the
34 mailing of the bills.

35
36 **12) Measurements**

37 The volume and gross heating value of gas shall be determined as follows:

1
2 a) **Unit of Gas:** The unit of gas sold to or transported for the Customer
3 shall be a volume of gas measured according to Boyle's Law for the
4 measurement of gas under varying pressures and on the
5 measurement basis set out in paragraph b) below. Where
6 appropriate, proper corrections shall be made for the specific
7 gravity and flowing temperatures of the gas and for deviation from
8 Boyle's Law as provided in paragraph b) below.

9
10 b) **Determination of Volume**, for the purpose of measurement, the
11 unit of volume shall be one Cubic Meter of gas at a temperature of
12 15.56 degrees Celsius and at a pressure of 101.560 kilopascals
13 absolute. For the purpose of measurement of gas delivered by the
14 Company the average absolute atmospheric (barometric)
15 pressure at such delivery points shall be assumed to be constant
16 during the term thereof, regardless of variations in actual barometric
17 pressure from time to time, and shall be assumed to be the following
18 for each delivery point within the applicable Manitoba Sales Districts
19 and Zones (see Section I: Territory Served):

Average Absolute Atmospheric (Barometric) Pressure	
Zone	(PSIA)
1	14.30
2	14.18
3	14.05
4	13.87
5	13.69

20
21
22
23
24
25 c) **The gross heating value** of the gas per Cubic Meter at any delivery
26 point shall be as determined by TransCanada PipeLines Limited
27 ("TCPL").

28
29
30
31 d) **The flowing temperature** of the gas shall be, in the case of non-orifice
32 measurement devices, in accordance with the recommendation of the
33 equipment's manufacturer. Integrating devices for automatically
34
35
36
37

1 correcting volumes for flowing temperature may be used as the
2 Company deems necessary.

3
4 e) **The specific gravity** of the gas delivered shall be as determined by
5 TCPL.

6
7 f) **When gas is measured** by means of an orifice meter or meters,
8 the factor for correction for deviation from Boyle's Law shall be
9 computed in accordance with the American Gas Association's
10 Tables published for that purpose together with amendments and
11 supplements, using the daily arithmetic averages of temperatures,
12 pressure, specific gravity, and a representative gas analysis as required
13 by the tables. When gas is measured by means other than an orifice
14 meter, the factor for correction for deviation from Boyle's Law shall be
15 the square of the factor determined by following the above described
16 method for use with orifice meters.

17
18 **13) Determination of Monthly Billing Demand**

19 The Monthly Billing Demand that will be used to calculate the Customer's
20 Monthly Demand Charge shall be determined as follows:

21
22 a) **Monthly Billing Demand** will be the highest daily consumption,
23 subject to sections V G) 3), V H) 7), VI D) 4), and VI E) 7), measured
24 in Cubic Meters on any given day of the month, provided the
25 month is a Winter Month, or in any Winter Month of the
26 preceding eleven months. For Customers without twelve months
27 of demand billing data, the Monthly Billing Demand may be
28 estimated or otherwise specified by the Company.

29
30 b) **Exception:** During the months of November and March, the
31 Company may (at its sole discretion) authorize certain Customers to
32 use gas without invoking a higher Monthly Billing Demand. This
33 flexibility will be available only to those Customers who do not
34 regularly require significant volumes of gas in the Winter season, but
35 whose non-winter requirements may extend into the Winter season
36 for a short duration either at the start or at the end of the Winter
37 season. Such flexibility may be provided at the sole discretion of

1 the Company.
2

3 **E) Other Services**

4 The Company may provide the following services:
5

- 6 a) Locate and mark at no direct charge, all Company owned
7 underground plants on request to facilitate excavation or other
8 construction.
9
- 10 b) Respond, at no charge, on a 24-hour emergency basis to reports
11 of, explosion, fire, gas odour, leaks, fumes, over-pressure,
12 overheating of natural gas space heating equipment or damaged
13 plant, or any other service which, in the Company's opinion, is
14 required for the maintenance and security of Company equipment.
15
- 16 c) Provide safety inspections, safety related adjustments and/or repairs
17 to the natural gas burning portion of stoves, ranges, and all primary
18 space and water heating residential and commercial appliances
19 under 400,000 Btu/h (422 MJ/h). This includes, but is not limited to,
20 repair of minor gas leaks, and the adjustment and replacement of
21 controls and control parts performed by the Company where
22 reasonably possible. The Small General Class Customer will be
23 responsible for the cost of parts. All other Customers will be
24 responsible for the cost of parts and labour.
25
- 26 d) Service to commercial or industrial equipment over 400,000 Btu/h
27 (422 MJ/h) will not normally be undertaken. The Company will
28 respond, however, to commercial emergencies where business
29 might be adversely affected by prolonged interruption of service. The
30 Customer will be responsible for the cost of parts and labour.
31
- 32 e) Provide customers or customers' agents with basic billing. Routine
33 queries for which a response can be developed with the
34 commitment of 30 minutes or less of staff time will be addressed at
35 no charge. For more complex inquiries, which require more than 30
36 minutes staff time, the customer will be responsible for the cost of
37 labour, which will be billed at the approved Company Labour Rate

(see Section XI, Company Labour Rate).

All "Other Services" provided by the Company to the Customer shall be charged to the Customer at rates in effect from time to time.

F) Equipment

1) Ownership of Equipment

The title to and ownership of all service lines, meters, regulators, attachments, and other Company equipment placed on the Customer's Premises shall remain in the Company, with right of removal, and no charge shall be made by the Customer for use of Premises occupied thereby. This paragraph shall not apply to equipment sold directly to the Customer by the Company.

2) Measuring Station

The Company will install, maintain, and operate, at or near each delivery point, a measuring station properly equipped with a meter or meters and other necessary equipment for properly measuring the gas delivered.

Positive displacement and turbine meters together with auxiliary equipment shall be of a type approved for use by the Department of Consumer and Corporate Affairs, Standards Branch, pursuant to the Electricity and Gas Inspection Act (Canada). When positive displacement and turbine meters are used they shall be equipped with a counting device for indicating the actual volume of gas passing through the meter. A device for integrating the product of the volume of gas measured multiplied by the pressure and temperature corrections and indicating the volume of gas delivered may be used. If an integrating device is used, correction for the deviation from Boyle's Law may be built into the device; otherwise such correction shall be applied to the volume of gas indicated at the Company's sole discretion.

The Customer may install, maintain, and operate, at its own expense, such check measuring, pressure, or volume control equipment as desired, provided that such equipment shall be

1 installed and/or operated so as not to interfere with the operation of
2 the Company's equipment.

3
4 **3) Rights of Parties**

5 The measuring equipment so installed by either party together with
6 any building erected by it for such equipment, shall be and remain its
7 property. However, the Company and the Customer shall have the
8 right to have a representative present at the time of any installing,
9 reading, cleaning, changing, repairing, inspecting, testing,
10 calibrating, or adjusting done in connection with the other's
11 equipment. The records from such equipment shall remain the
12 property of their owner, but upon request each will submit to the other
13 its records and charts, together with calculations therefrom, for
14 inspection and verification, subject to return within ten days after receipt
15 thereof.

16
17 **4) Care Required**

18 All installation of equipment applying to or affecting deliveries of gas
19 shall be made in such manner as to permit an accurate determination of
20 the quantity of gas delivered and ready verification of the accuracy of
21 measurement. Care shall be exercised by both parties in the
22 installation, maintenance, and operation of equipment so as to prevent
23 any inaccuracy in the determination of the volume of gas delivered.

24
25 **5) Preservation of Metering Records**

26 The Company, and where the Customer has installed check
27 equipment, the Customer, shall each preserve for a period of at least
28 six years all test data, charts, and other similar records. Microfilms of
29 the original documents shall be considered true records.

1 **6) Protection of Company - Owned Equipment on Customer's**
2 **Premises**

3 a) Maintenance of service lines, meters, and regulators or any other
4 Company-owned equipment shall be the responsibility of the
5 Company. The Customer shall be responsible for all damage to
6 equipment on the Premises except for deterioration from normal
7 usage.

8
9 b) If the Customer undertakes to renovate, reconstruct, or modify the
10 Premises in such a way as to render Company equipment non-
11 compliant with any existing codes or regulations, the Company
12 will make any corrections necessary to its equipment so that it
13 conforms to the said codes and regulations and the Customer shall
14 be responsible for the cost of such corrections.

15
16 **7) Moving Meters**

17 The Company may charge the Customer the cost of moving a meter
18 from one location to another in the event such move is made at the
19 request of the Customer.

20
21 **8) Access to Premises**

22 In cases of perceived emergency, or for reasons of safety, or if
23 the premises are uninhabited, the Company is authorized to enter
24 upon the Premises in the absence of the Customer and is authorized to
25 use such force as may be necessary to obtain access to its equipment
26 for inspection, disconnection, and repair. All such instances shall
27 be reported to the local police authorities immediately by the Company.

28
29 **9) Termination of Service**

30 If the supply of gas is terminated for any reason, the Company may,
31 but shall not be obligated to, remove any or all Company owned
32 equipment. Where the equipment is not removed, the Company shall
33 effectively seal it off in compliance with applicable codes, regulations,
34 and industry practices.

35
36 **10) Rental Equipment**

37 The title to all equipment supplied by the Company under a Rental

1 Agreement and placed on the Customer's Premises shall remain with
2 the Company with right of removal, and no charge shall be made by the
3 Customer for use of Premises occupied thereby.
4

5 **G) Discontinuance of Service**

6
7 **1) Requirement of Notice**

8 If the Customer desires to discontinue the use of gas or to move from
9 the Premises or in any way to terminate the contract, the Customer shall
10 notify the Company of such intention and provide the Company with
11 reasonable notice of discontinuance.
12

13 **2) Reasons for Discontinuance**

14 The Company reserves the right to temporarily or permanently
15 discontinue the supply of and/or delivery of gas and/or to remove its
16 property from the Customer's Premises, for any of the following
17 reasons:
18

19 a) Failure, temporary or permanent, of the availability of gas;

20
21 b) Necessary repairs on any point on its system;

22
23 c) Non-payment by the Customer of any indebtedness to the
24 Company when due;

25
26 d) Failure of the Customer to pay any guarantee deposit or
27 increase thereof forthwith on demand;

28
29 e) Bankruptcy or insolvency of the Customer;

30
31 f) Use by the Customer of defective pipe, appliances, gas fittings,
32 or installations contravening prescribed codes and regulations,
33 or the demand by the Customer for the supplying of gas in such
34 a manner as may, in the Company's opinion, be likely to lead to
35 a dangerous situation;

36
37 g) Use of gas contrary to the terms of these Terms and Conditions

1 or to any explicit Contract made with the Customer;

2
3 h) Misrepresentation by the Customer in relation to the use of gas
4 or the amount consumed;

5
6 i) Moving of Customer from the Premises;

7
8 j) Inability of the Company to gain admittance to the Premises to
9 replace the meter as required, or read the meter for a period of
10 six (6) consecutive months;

11
12 k) Termination in any manner of the contract of service;

13
14 l) Discontinuance of the use of gas on the Premises;

15
16 m) Fire, flood, explosion, or other emergency in order to safeguard
17 persons or property against the possibility of injury or damage;

18
19 n) Theft of Company property, services, and/or gas.
20

21 **3) Reconnect Fees**

22 On each occasion when gas service is discontinued at the Customer's
23 request or as a result of failure of the Customer to comply with these
24 Terms and Conditions, and the Customer subsequently requests that
25 service be resumed to the Customer at the same Premises, a
26 reconnect fee may be charged in addition to the Customers Basic
27 Monthly Charge (if applicable) and Monthly Demand Charge (if
28 applicable) for the period of discontinued service. In the event that the
29 meter and regulating equipment and/or service line are removed and
30 replaced on the same Premises within five years of removal, the
31 Company may charge a fee for resetting the meter, regulator and
32 installation of the service line. Until such charges, together with any
33 other indebtedness of the Customer to the Company are paid, the
34 Company may, at its discretion, refuse to reconnect the service or to
35 supply gas.

1 **H) Rules For Transfer Of Customers Between Classes Or Services**

2 The following rules shall apply with respect to any customer that may elect
3 to make an eligible change between customer classes or between service
4 offerings.

5
6 **1) Transfers Between Sales and Transportation Service**

7 Customers that are currently receiving Sales Service and that wish to
8 contract for Transportation Service must make a written request to the
9 Company. All requests for such transfer of Service must be made no
10 later than March 15 in any given year. The Customer must execute a
11 Transportation Service agreement with the Company no later than
12 June 30 of the same year. All transfers between Sales and
13 Transportation Services shall become effective no later than November
14 1 of each year.

15
16 **2) Transfers Between Transportation and Sales Service**

17 Customers that are currently receiving Transportation Service and that
18 wish to contract for Sales Service must make a written request to the
19 Company. All requests for such transfer of Service must be made no
20 later than March 15 in any given year. The Customer must execute an
21 agreement with the Company no later than June 30 of the same year.
22 All transfers between Transportation Service and Sales Service shall
23 become effective no later than November 1 of each year.

24
25 **3) Transfers Between Interruptible Class and Firm Service Classes**

26 Customers that are currently receiving Interruptible Service and that
27 wish to be provided Firm Service must make a written request to the
28 Company. All requests for such transfer of Service must be made no
29 later than March 15 in any given year. The Customer must execute an
30 agreement with the Company no later than June 30 of the same year.
31 All transfers between Interruptible Service and the applicable Firm
32 Service customer class shall become effective no later than November
33 1 of each year.

1 **I) Responsibility Of Parties**

2
3 **1) Transfer of Risk, Title, and Possession**

4 With the exception of Customer owned gas, title to the gas and all risk in
5 respect thereto shall remain with the Company until the gas is delivered to
6 the Customer at the Delivery Point, at which point title and risk shall pass
7 to the Customer. The Company shall have the right to commingle gas
8 delivered to it by or for a Customer with gas owned by the Company or
9 others.

10
11 **2) Damages to Equipment**

12 The Customer shall be responsible for all damage to Company property on
13 the Premises and agrees to notify the Company immediately of any
14 damage occurring thereto, and shall pay the cost of any repairs to such
15 Company property except where such damage or cost of repairs is
16 attributable to normal usage.

17
18 **3) Force Majeure**

19 Notwithstanding any other term or condition contained within the
20 Company's Schedule of Sales and Transportation Services and Rates or
21 contracts for service, neither party shall be liable to the other for failure to
22 carry out its obligations hereunder when such failure is caused by force
23 majeure as hereunder defined. The term "force majeure" means civil
24 disturbances, industrial disturbances (including strikes and lockouts),
25 arrests and restraints of rulers or people, interruptions by government or
26 court orders, present or future valid orders of any regulatory body having
27 proper jurisdiction, acts of the public enemy, wars, riots, blockades,
28 insurrections, failure or inability to secure materials, permits, or labour by
29 reason of priority regulations or orders of government, serious epidemics,
30 landslides, lightning, earthquakes, fires, storms, flood washouts,
31 explosions, breakage or accident to machinery or lines of pipes or
32 pipelines, temporary failure of gas supply, an act or omission (including
33 failure to deliver gas) of a supplier of gas to the Company, or any other
34 causes or circumstances to the extent that such cause or circumstance
35 was beyond the control of and occurred without negligence on the part of
36 the party prevented from carrying out its obligations by the act of force
37 majeure. Any causes or contingencies which entitle a party to claim force

1 majeure shall not relieve it from liability in the event of its concurring
2 negligence, or in the event of its failure to use due diligence to remedy the
3 situation or remove the cause in an adequate manner and with all
4 reasonable dispatch, nor shall such causes and contingencies
5 affecting the performance of the obligations hereunder relieve either party
6 from the obligations to make payments of amounts then due or thereafter
7 accruing due hereunder. It is understood and agreed that the settlement of
8 strikes and lockouts shall be entirely within the discretion of
9 the party affected.

10
11 Provided always however, that when the Customers consumption or ability
12 to consume is not affected, the Customer shall not be entitled to rely upon
13 the aforesaid Force Majeure provisions.

14
15 **4) Waste of Gas**

16 The Customer shall use due care to prevent any waste of gas and will
17 immediately notify the Company in case of failure or deficiency of supply
18 or leakage of gas.

19
20 **J) Consumer Equipment**

21
22 **1) Description of Installation**

23 In those cases where the Company deems it necessary, the Customer
24 shall present, in writing, complete specifications of equipment, loads,
25 location plans, piping, regulators, and other data required.

26
27 **2) Customer's Equipment**

28 Gas piping, fixtures, and appliances on the Customer's Premises must be
29 installed at the expense of the Customer or owner of the property.

30
31 The Company may delay the construction of an extension and/or
32 service until the Customer has completed the piping and installation of
33 equipment necessary to receive and use service.

34

V. Special Terms and Conditions: Transportation Service (T-Service)

- 1
2
3 A) A Transportation Service agreement setting out Customer specific
4 information shall be established between the Company and the Customer
5 for Transportation Service under the High Volume Firm Class, Mainline
6 Class, or Interruptible Class, having a minimum term of one year. The
7 agreement shall remain in effect for successive periods of one year,
8 unless written notice of termination is given by either party to the other at
9 least 90 days prior to the expiration of the agreement or any renewal
10 thereof.
11
12 B) Subject to the conditions set out in subsection V. A) hereof, High
13 Volume Firm Class, Mainline Class, or Interruptible Class customers
14 may elect to receive Transportation Service where the customer's daily
15 nomination equals or exceeds 200 GJ under normal operating
16 conditions, excluding shut-downs for routine maintenance activities
17 and holidays.
18
19 C) The T-Service Customer shall deliver to the Company at the designated
20 Receipt Point(s) and the Company shall receive from the T-Service
21 Customer and transport a volume of gas, as determined in accordance
22 with subsection D) hereof, from said Receipt Point(s) to the designated
23 Delivery Point(s).
24
25 D) The volume of gas delivered by the T-Service Customer and received and
26 transported by the Company shall, on each day, equal the quantity of gas
27 consumed by the Customer at its facility on such day as determined by the
28 Company's measuring stations located at or near the Delivery Point, less
29 the volume of Backstop Gas (if any) sold to the Customer by the Company
30 on such day pursuant to subsection G) hereof.
31
32 E) The Company shall not be obligated to transport, in any one day, any gas
33 in excess of the Daily Contract Demand designated for delivery to each
34 designated Delivery Point for each type of service.
35
36 F) The T-Service Customer shall pay for all gas delivered by the T-Service
37 Customer and received and transported by the Company at the T-Service
38 Rates approved from time to time by the Board.

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G) In the event that a T-Service Customer fails or anticipates failure to deliver the necessary volume of gas to the designated Receipt Point:

1) The T-Service Customer shall promptly notify the Company if the Customer has reason to believe that deliveries of gas by or for the Customer to the Company at the Receipt Point(s) will be impaired in whole or in part. At such time, the Customer shall indicate whether it will require gas from the Company and the volume required during such period of impairment. If the Company is unable to provide Backstop Gas as requested by the Customer, the Customer shall be obligated to restrict its consumption to the volume of gas it can deliver into the system.

2) On any day when, as a result of impairment, the T-Service Customer requires gas from the Company, the Company may, subject to availability of supply, sell to the Customer such quantity of Backstop Gas as is agreed between the parties, and the Customer shall pay for any Backstop Gas the greater of:

a) its pro-rata share of the total cost of Backstop gas purchased on behalf of T-Service customers by the Company, including all costs associated with purchasing and having that supply delivered to the Receipt Point. These charges are in addition to the normal T-Service Volumetric Charges; or

b) the equivalent Sales Service Volumetric Rate.

On such day, the Backstop Gas shall be deemed to be the first volumes delivered to the Customer.

3) Volumes delivered to the Customer as Backstop Gas shall be included in the determination of the Monthly Billing Demand.

H) The provisions of this paragraph shall only be applicable if service hereunder is pursuant to one of the Company's Interruptible Transportation services.

- 1) The Company may, at its sole option, on notice to the T-Service Customer, curtail or discontinue service hereunder down to the level of Firm Transportation Service (if any) to which the T-Service Customer is entitled. Upon receipt of notice by the Company, the Customer shall curtail its consumption of gas to the extent requested by the Company within two (2) hours of receipt of notice.
- 2) In recognition of the curtailable nature of Interruptible Service the Customer agrees, at their sole expense, to:
 - a) Install, maintain and have ready to operate at all times a stand-by fuel source of sufficient size and capacity to satisfactorily replace the natural gas energy supply furnished by the Company, and to,
 - b) Ensure that sufficient supplies of stand-by fuel are available at all times, and that the Customer has sufficient personnel resources available to operate the stand-by fuel system at any time upon notice from the Company, and to,
 - c) Utilize the stand-by fuel source in the event that the Company gives notice to the Customer of a curtailment of service.
- 3) In recognition of the Customer's service as Interruptible Transportation Service furnished by the Company hereunder, the Company shall not be liable for damages to person or property resulting from curtailment of service, or the Customer's failure to provide adequate stand-by equipment and fuel, or to use such equipment properly and sufficiently.
- 4) In the event that the T-Service Customer fails to comply with any such notice of curtailment, then the Company may at its option:
 - a) Physically discontinue Transportation Service hereunder during any period of curtailment; and/or
 - b) Charge and collect from the Customer for all gas received and Transported hereunder during any such period at

- 1 the Unauthorized Over-Run Delivery Charge, or such lesser
2 amount per m³ as the Company, in its sole discretion, may
3 decide upon; and/or
4
- 5 c) Charge and collect from the Customer the Firm T-Service
6 Delivery rates for a 12 month period subsequent to the failure
7 to interrupt. This provision shall not relieve the Customer from
8 continuing to operate as, and meet all of the obligations of, an
9 Interruptible Customer during this 12 month period. Continued
10 failure to abide by the terms of Interruptible Service shall entitle
11 the Company to return the Customer to Firm Transportation
12 Service on a permanent basis.
13
- 14 5) The Company shall have the further right to curtail the transportation of
15 gas hereunder without notice and without any liability whatsoever for
16 any resultant damage to the Customer for any one or more of the
17 following reasons:
18
- 19 a) Repairs to its distribution system; or
20
- 21 b) Transportation of gas being prevented or interrupted for any
22 cause reasonably beyond the control of the Company; or
23
- 24 c) For breach by the Customer of any of the terms and conditions
25 hereof.
26
- 27 6) With respect to each Delivery Point(s), the T-Service Customer shall
28 be subject to a monthly bill equal to the Basic Monthly Charge, the
29 applicable Monthly Demand Charge, and Volumetric Charges for
30 volumes delivered.
31
- 32 7) Volumes taken by the Customer in contravention of curtailment
33 notice shall be included in the determination of the Monthly Billing
34 Demand.
35
- 36 I) Where the T-Service Customer is entitled to both Firm and Interruptible
37 Transportation Service to a particular Delivery Point, the volume of gas
38 transported by the Company to such Delivery Point on any day shall be

1 deemed to be transported firstly under Firm Service up to the level of
2 Firm Daily Contract Demand, and secondly under Interruptible Service;
3 provided, however, that if on any day, the Customer's Interruptible
4 Service is curtailed, the gas under Firm Service shall be deemed to have
5 been transported, up to the time of curtailment, at an even hourly flow at
6 a rate equal to the Firm Daily Contract Demand, divided by 24.

7
8 J) The T-Service Customer shall notify the Company no later than 2:00 p.m.
9 CCT on the day prior to delivery (except during periods when the Customer
10 has advised the Company that no transportation service is required) of:

11
12 1) The Customer's forecasted gas consumption and the Customer's
13 Nominated Volume on the TCPL Mainline for the following day.

14
15 Such Nominated Volume and forecasted consumption shall be deemed to
16 remain in effect from day to day unless changed by the Customer and
17 notice of such change is given to the Company at subsequent intraday
18 nomination windows. If on any day in the event that the T-Service
19 Customer's actual gas consumption for that day is to deviate from the
20 forecasted gas consumption and Nominated Volume identified in J) 1.
21 above the Customer shall notify the Company at the earliest opportunity
22 of any such deviation, and the T-Service Customer shall make
23 reasonable efforts to make the necessary forecast and nomination
24 adjustments required with TCPL and the Company.

25
26 K) The T-Service Customer shall provide notice to the Company advising of
27 the particulars of any authorized agent at law it has appointed to carry
28 forth its obligations pursuant to the Transportation Service agreement
29 identified in sub-section A.) hereof. Until further notice is provided by the
30 T-Service Customer to the Company advising of any change to or
31 termination of such agency appointment, the Company shall be entitled
32 to rely upon any act or thing done, or document executed by the
33 authorized agent pursuant to the Transportation Service agreement in
34 the same manner and as though such act or thing had been done, or
35 such document has been executed by the T-Service Customer. The T-
36 Service Customer shall indemnify and hold the Company harmless
37 against any and all claims relating to, arising out of or resulting from the
38 actions of the authorized agent pursuant to the Transportation Service

1 agreement.

2

3 L) In the event that a Sales Service Customer elects to become a T-Service
4 Customer, the Customer will indemnify and save the Company harmless
5 against any costs incurred by the Company upstream of the Receipt Point
6 for which the Company is unable to obtain relief. The Company reserves
7 the right to determine the level of capacity that may be released to the
8 Customer or his agent.

9

10 M) The T-Service Customer hereby releases the Company from the
11 Company's obligation to supply gas (except in accordance herewith)
12 to the Customer for so long as the Transportation Service
13 Agreement remains in force. If the Customer wishes to
14 recommence purchasing gas from the Company, the Customer
15 acknowledges and agrees that it will be treated in the same manner as a
16 new Customer applying for Sales Service and will be subject to the
17 provisions in Section IV. H) 2. hereof regarding requests for transfer
18 from Transportation Service to Sales Service.

19

20 N) If the T- Service Customer or its authorized agent causes delivery
21 imbalances relating to the delivery of gas to the Company's distribution
22 system, the Company may impose balancing fees on the Customer.
23 Further detail on the T-Service balancing fee structure and tolerances are
24 set out in Appendix C, attached.

1 **VI. Special Terms And Conditions: Interruptible Sales Service And**
2 **Interruptible Delivery Service**

3 The provisions of this Section VI pertains to Interruptible Sales Customers
4 (taking corresponding Interruptible Delivery Service) and Mainline
5 Customers electing Interruptible Sales (in conjunction with Firm Delivery
6 Service) provided by the Company.
7

8 A) A contract setting out Customer specific information shall be established
9 between the Company and the Customer having a minimum term of one
10 year. The agreement shall remain in effect for successive periods of one
11 year, unless written notice of termination is given by either party to the
12 other at least 90 days prior to the expiration of the agreement or any
13 renewal thereof.
14

15 B) In recognition of the curtailable nature of Interruptible Service the
16 Customer agrees, at their sole expense, to:

17
18 1) Install, maintain and have ready to operate at all times a stand-by fuel
19 source of sufficient size and capacity to satisfactorily replace the
20 natural gas energy supply furnished by the Company; and to,
21

22 2) Ensure that sufficient supplies of stand-by fuel are available at all
23 times, and that the Customer has sufficient personnel resources
24 available to operate the stand-by fuel system at any time upon notice
25 from the Company; and to,
26

27 3) Utilize the stand-by fuel source in the event that the Company gives
28 notice to the Customer of a curtailment of service.
29

30 C) Subject to subsection VI D) hereof, the Company shall sell and deliver to
31 the Customer and the Customer shall purchase from the Company at the
32 Delivery Point, natural gas for consumption by the Customer at its
33 premises; provided that the Company shall not be obligated to sell or
34 deliver to the Customer, on any one day, any gas in excess of the
35 Interruptible Daily Contract Demand as specified in a separate agreement,
36 or in any one hour, any gas in excess of the Maximum Hourly Flow.
37

1 D) In the event that the Company determines, in its sole discretion, that it
2 cannot provide Interruptible Sales Service from its available supplies, the
3 following provisions will apply:
4

5 1) If, prior to the commencement of any day or at any time during any
6 day, the Company reasonably believes that it will, on that day, be
7 curtailing Interruptible Sales and/or offering Alternate Supply gas at a
8 price higher than the Company's Base Rate for Gas Commodity, it
9 shall notify the Customer to this effect and of the sale price of such
10 Alternate Supply gas. The Customer may elect to purchase Alternate
11 Supply gas on that day or decline service for that day, or portion
12 thereof, and the Customer shall promptly notify the Company of its
13 decision. If the Customer declines service for that day or portion
14 thereof it shall cease consuming gas on such day or portion thereof.

15 2) If the Company is able to offer Alternate Supply gas to the Interruptible
16 Customer at a price that is equal to or less than the Company's Base
17 Rate for Gas Commodity, the Company may provide Alternate Supply
18 service without notice to the Interruptible Customer, and the Customer
19 shall pay the sale price of that gas supply plus the Alternate Supply
20 Service Delivery Rate.
21

22 3) If, on any day, the Customer elects to purchase the Alternate
23 Supply gas, the Customer shall pay the sale price of that gas supply
24 plus the Alternate Supply Service Delivery Rate.
25

26 4) If, on any day, the Customer elects to purchase Alternate Supply
27 the volumes delivered on that day shall not be included in the
28 determination of the Monthly Billing Demand.
29

30 5) If, on any day, the Company is providing Alternate Supply Service and
31 the Customer, having declined such service, continues to consume
32 gas on that day, the Customer shall be subject to section E) 3) below.
33

34 E) The following provisions shall apply to the interruption of service
35 under these Services:
36

37 1) The Company may, at its sole option, on notice to the Customer, curtail

1 or discontinue service hereunder down to the level of firm service to
2 which the Customer is entitled (if any). Such notice shall be made by
3 telephone, electronic or other communication device, or in person, and
4 the Customer shall curtail its consumption of gas to the extent requested
5 by the Company within two (2) hours of the Company's issuance of
6 the notice;

- 7
- 8 2) In recognition of the Customer's service as Interruptible Service
9 furnished by the Company hereunder, the Company shall not be
10 liable for damages to person or property resulting from curtailment
11 of service, or the Customer's failure to provide adequate stand-by
12 equipment and fuel, or to use such equipment properly and
13 sufficiently;
- 14
- 15 3) In the event that the Customer shall fail to comply with any such notice
16 of curtailment, then the Company may, at its option:

17

18 a) Physically discontinue service hereunder during such
19 period of curtailment; or,

20

21 b) Charge and collect from the Customer for all Unauthorized
22 Over-Run Gas delivered to the Customer during any such
23 period at the Unauthorized Over-Run Gas Charge and/or
24 Unauthorized Over-Run Delivery Charge, or such lesser
25 amount per m³ as the Company, in its sole discretion, may
26 decide;

27

28 c) Charge and collect from the Interruptible Customer the High
29 Volume Firm Service rates or other Firm Service rates as
30 decided by the Company, for a 12 month period subsequent to
31 the failure to interrupt. This provision shall not relieve the
32 Customer from continuing to operate as, and meet all of the
33 obligations of, an Interruptible Customer during this 12 month
34 period;

35

36 d) Continued failure to abide by the terms of Interruptible Service
37 shall entitle the Company to reclassify the Customer to Firm

- 1 Sales Service on a permanent basis;
2
3 e) Return the Customer to Firm Service on a permanent basis if in
4 the sole discretion of the Company, the Customer does not
5 provide evidence and proof of the installation, maintenance
6 and/or capability to reliably provide a stand-by fuel source
7 sufficient to satisfactorily replace the natural gas energy supply
8 provided by the Company. The Company reserves the right to
9 make such a determination and to advise the Customer of the
10 effective date of any such return to Firm Service.
11
12 4) The Company shall have the further right, without notice to the
13 Customer, to curtail service hereunder for any of the following reasons:
14
15 a) For repairs to its distribution system;
16
17 b) By reason of service hereunder being prevented or
18 interrupted for any cause reasonably beyond the control of
19 the Company; or
20
21 c) For breach by the Customer of any of the terms and conditions
22 hereof;
23
24 5) With respect to each delivery point, the Customer shall pay a monthly
25 bill equal to the Basic Monthly Charge, the applicable Monthly
26 Demand Charge, and Volumetric Charges for any and all volumes
27 delivered;
28
29 6) The Company shall not be liable for damages, costs, loss or expense,
30 whether direct, consequential, or otherwise, to person or property,
31 resulting from curtailment of service hereunder or the Customer's
32 failure to provide adequate stand-by equipment and/or fuel, or to use
33 such equipment properly and sufficiently.
34
35 7) Volumes taken by the Customer in contravention of curtailment shall
36 be included in the determination of the Monthly Billing Demand.
37
38 F) The provisions of these "Special Terms and Conditions" may be

- 1 superseded by any requirements contained in the Interruptible Service
2 Contract as required in paragraph A) herein.
3
- 4 G) Where the Customer is entitled to both Firm and Interruptible Sales
5 and/or Delivery Service hereunder to a particular Delivery Point, the
6 volume of gas transported by the Company to such Delivery Point on
7 any day shall be deemed to be transported firstly under Firm Service up
8 to the level of Firm Daily Contract Demand as specified in a separate
9 agreement, and secondly under Interruptible Service; provided, however,
10 that if on any day, the Customer's Interruptible Service is curtailed, the gas
11 under Firm Service shall be deemed to have been transported, up to the
12 time of curtailment, at an even hourly flow at a rate equal to the Firm Daily
13 Contract Demand, divided by 24.

1 **VII. Special Terms And Conditions: Western Transportation Service**

2
3 A) Western Transportation Service provides for the transportation, storage,
4 transmission, and distribution as appropriate, of Customer-owned Gas
5 Commodity from AECO to the Customer's premises. The Company procures
6 Non-AECO Supply to meet aggregate Sales Service demand, including Western
7 Transportation Service.

8
9 B) An executed Western Transportation Service Agreement is required to take this
10 service. Customers in all classes are eligible for this service.

11
12 1) The Customer must be represented by a Broker authorized by the Board to
13 sell natural gas.

14
15 2) The Customer must sign an Agency Agreement to be represented by that
16 Broker. The Agency Agreement must, at a minimum, appoint the Broker
17 as the Customer's sole and exclusive Agent to contract for the Customer's
18 Gas Commodity Supply, authorize the Broker to execute an Agreement for
19 Western Transportation Service on behalf of the Customer, and where
20 ABC Service is desired, authorize the Broker to execute an Agency Billing
21 & Collection Agreement with the Company on behalf of the Customer. In
22 the event that a Customer has signed multiple Agency Agreements with
23 different Brokers, the Company shall accept the Broker firstly appointed by
24 the Customer.

25
26 3) The Broker must sign and execute an Agreement for Western
27 Transportation Service on behalf of the Customer and on its own behalf.

28
29 4) In the event that the Broker does not maintain Standard & Poor's BBB
30 grade credit rating (or its equivalent of B++ or Baa) or better, ABC Service
31 is mandatory.

32
33 5) Customers that wish to act as their own Broker must have
34 estimated annual consumption of equal to or greater than 680,000 m³
35 and must be authorized by the Board.

36
37 C) Participation in Western Transportation Service will commence on the first day

1 of each calendar month.

- 2
- 3 1) Brokers will submit enrollment applications on behalf of Customers. The
4 Company will notify the Broker if a Customer enrollment application is
5 unacceptable to the Company.
6
- 7 2) Enrollment applications must be submitted using a format acceptable to the
8 Company, acting reasonably. Enrollment applications must include a field
9 that clearly identifies the date that each Customer executed their
10 respective Agency Agreements with the Broker.
11
- 12 3) The Company reserves the right to accumulate enrollment applications
13 in such a manner as to efficiently process and administer the enrollment of
14 customers onto this service. In the event that the Company elects to
15 accumulate multiple applications from a Broker, it shall process those
16 applications no less frequently than once each week.
17
- 18 4) Brokers may submit enrollment applications no earlier than 75 days
19 prior to the requested date for commencement of service.
20
- 21 5) Enrollment applications must be received by the Company no less than 45
22 days prior to the requested date for commencement of service.
23
- 24 6) A Customer's participation in Western Transportation Service with one
25 Broker must be terminated by that Broker before the Customer can
26 participate in that Service with a different Broker.
27
- 28 7) The Company will send a confirmation letter to each Customer whose
29 enrollment is acceptable to the Company.
30

31 D) Brokers who choose to participate in Western Transportation Service must do so
32 through to the end of each Gas Year.
33

34 E) A Customer's enrollment in Western Transportation Service is subject to
35 the following:
36

- 37 1) A Customer may return to the Company's Sales Service for Gas
38 Commodity effective with the start of any calendar month, subject to the

1 Company's ability to provide Backstop Gas on a best efforts basis and the
2 Customer's requirement to pay any and all incremental costs related to the
3 Company's provision of that Backstop Gas.
4

5 2) The Company will provide Backstop Gas on a best-efforts basis to any
6 Customer whose Western Transportation Service Agreement is
7 terminated, through the end of the current calendar month, after which
8 time the Customer may return to the Company's Sales Service for Gas
9 Commodity in accordance with Article VII F) 1), or to Western
10 Transportation Service.
11

12 3) A Customer may switch Brokers effective with the start of any calendar
13 month, subject to the terms of their Agency Agreement.
14

15 4) A Customer may, through the enrollment process, switch between
16 Western Transportation Service Agreements with the same Broker
17 effective with the start of any calendar month.
18

19 F) The Broker is responsible for securing firm supply of Gas Commodity
20 at AECO.

21 1) The firm supply at AECO must be adequate to meet the Maximum
22 Daily Quantity established by the Company for Gas Commodity. The
23 ability to supply the Maximum Daily Quantity at AECO must be maintained
24 for every day that service is provided.
25

26 2) The Company may direct, dispatch or dispose of the firm supply in any
27 manner it sees fit, consistent with prudent utility practice, and shall be
28 entitled to pass good title in such gas.
29

30 3) The Company is not responsible for the cost of the firm supply at AECO,
31 or for any financial or other performance penalties that may be associated
32 with such firm supply.
33

34 G) The Company shall on each day nominate a quantity of Gas Commodity to be
35 delivered on the next day by the Broker and accepted by the Company at AECO
36 or at a designated point(s) of receipt acceptable to the Company in its sole
37 discretion in accordance with the following terms:

- 1
2 1) Prior to any deliveries being made in accordance with the terms of this
3 Service, the Broker shall provide the Company with the name,
4 address, telephone number, facsimile number and e-mail address(es) of
5 the Supplier[s], and the point[s] of receipt for deliveries. Such information
6 shall be immediately updated as changes occur.
7
- 8 2) Where there are two or more Suppliers, the Broker shall indicate to the
9 Company what percentage of total daily nominations is to be made to each
10 supplier. Such information shall be immediately updated as changes occur.
11
- 12 3) The Company shall nominate by 12:00 noon Winnipeg time each day.
13 The quantity that is nominated will be determined by the Company, taking
14 into account the total gas requirements of the Broker (on behalf of the
15 Broker's Customer(s)), its Maximum Daily Quantity, system operating
16 conditions, the availability of transportation on TransCanada and
17 nominations required under its system supply contracts and other gas
18 purchase agreements under which the Company obtains gas. Such
19 nomination may be changed from time to time during the Day, and the
20 Broker shall promptly adjust its deliveries to accommodate such changes.
21
- 22 4) The Company will nominate directly to the Supplier. The Broker agrees to
23 inform the Supplier in writing that all nominations made in accordance
24 with this Service by the Company to the Supplier for the delivery of gas to
25 the Company, shall be received by the Supplier as if made by the Broker,
26 and that all gas delivered by the Supplier to the Company pursuant to such
27 nominations shall be to the account of the Broker. If for any reason the
28 Supplier is unwilling or unable to accept such nominations, the
29 Company shall be entitled to make in its discretion such nominations
30 directly to the Broker.
- 31 5) The Company will nominate the Broker's supplies in approximately
32 the same proportion to the total gas requirements of the Broker (on
33 behalf of the Broker's Customer(s)) as the Company's nominations of
34 AECO Supply in relation to total requirements for the Company's Sales
35 (including Western Transportation Service) Customers.
36
- 37 6) Unless otherwise agreed to by the Broker (on behalf of the Broker's
38 Customer(s)), the maximum quantity of gas that the Company may

1 nominate on any day is the Maximum Daily Quantity.

2
3 7) The Broker shall immediately notify the Company if the anticipated
4 quantity of gas to be consumed by the Broker's Customer(s) significantly
5 changes for any reason.

6
7 8)

8 a) The Broker or its Supplier shall notify the Company as soon as
9 possible, after receipt of the nomination, or change in nomination, if
10 such nomination cannot be satisfied. In addition, the Broker shall
11 notify the Company immediately upon becoming aware of any event
12 that will alter or affect the deliveries of gas under this Service.

13
14 b) Notice provided in accordance with paragraph a) above does not relieve
15 the Broker from their obligations hereunder.

16
17 9) All such confirmations or notifications shall be made by telephone,
18 facsimile or e-mail, and if given orally, shall be effective only if they are
19 confirmed the same day in writing by way of facsimile or e-mail.

20
21 10) Where a Supplier notifies the Company that nominations relating to
22 more than one such Broker will not be wholly satisfied, the Company shall
23 allocate the shortfall among such Brokers in accordance with the
24 instructions of that Supplier. Where the Supplier does not provide such
25 instructions to the Company, the Company shall allocate the shortfall
26 among the Brokers in proportion to each Broker's respective share of the
27 total nomination made by the Company to that Supplier.

28
29 11) If, with respect to any day, a nomination is not accepted or if for any other
30 reason, the Broker fails to deliver any of the nominated gas, then the
31 special provisions for Backstop Gas under Western Transportation
32 Service shall apply.

33
34 H) A monthly Gas Loan Mechanism will provide for cash payments between the
35 Company and each Broker for the value of the difference between Gas
36 Commodity Delivered by a Broker and Gas Commodity Billed to that Broker's
37 Customers. The Gas Loan will be reconciled for each Gas Year, within two

1 months following the end of that Gas Year,

- 2 1) The Gas Loan will be tracked separately for each Broker.
- 3
- 4 2) For each Broker, the Company will calculate the Quantity Difference
- 5 between Gas Commodity Delivered and Gas Commodity Billed for each
- 6 month.
- 7
- 8 a) Gas Commodity Delivered in the month will be measured as the
- 9 quantity of gas received from Brokers at AECO during the month.
- 10
- 11 b) Gas Commodity Billed in the month will be measured as the
- 12 quantity of Gas Commodity reported on bills issued by the Company
- 13 to the Broker's Customers during that calendar month. Gas
- 14 Commodity Billed in the month may include consumption in a prior
- 15 period, in accordance with the Company's billing practices.
- 16
- 17 c) Where Gas Commodity is measured in Gigajoules, the quantity of Gas
- 18 Commodity in Cubic Meters will be determined using the Gross
- 19 Heating Value as determined by TransCanada.
- 20
- 21 3) The Value of the Gas Loan for each month will be calculated as the Quantity
- 22 Difference in each month multiplied by the Company's average unit cost
- 23 of AECO Supply in storage inventory at the commencement of the gas
- 24 year.
- 25
- 26 4) The Value of the Gas Loan shall be payable each month.
- 27
- 28 a) If the quantity of Gas Commodity Delivered in a month exceeds the
- 29 quantity of Gas Commodity Billed in that month, the Company shall pay
- 30 the Value of the Gas Loan to the Broker.
- 31
- 32 b) If the quantity of Gas Commodity Delivered in a month is less than the
- 33 quantity of Gas Commodity Billed in that month, the Broker shall pay
- 34 the Value of the Gas Loan to the Company.
- 35
- 36 c) The Company will issue a statement for the amount payable by the
- 37 Company or the Broker, as the case may be, on the 15th day of the

- 1 month following the month in which gas is delivered. If such day is not
2 a Business day, such statement shall be issued on the first Business
3 Day following such day.
4
- 5 d) Remittances will be due and payable on the 20th day of the month
6 following the month in which gas is delivered. If such day is not a
7 Business day, such amount shall be due and payable on the first
8 Business day following such day.
9
- 10 5) Following the end of each Gas Year, the Company will perform a
11 reconciliation on the Gas Loan.
12
- 13 a) The Annual Quantity Difference will be calculated by the Company as
14 the sum of the differences between Gas Commodity Delivered and
15 Gas Commodity Billed during the Gas Year, plus or minus any Annual
16 Quantity Difference carried over from the prior Gas Year. A net
17 under-delivered position will be reflected as a negative Annual
18 Quantity Difference, and a net over-delivered position will be
19 reflected as a positive Annual Quantity Difference.
20
- 21 b) For purposes of the annual reconciliation, the value of the gas loan
22 security deposit remaining on account with the Company will be
23 calculated as the sum of the monthly security deposits withheld from
24 or repaid to brokers, plus the value of any Annual Quantity Differences
25 carried over from the prior Gas Year.
26
- 27 c) At the conclusion of each Gas Year, Brokers can elect one of two
28 options: the Annual Quantity Difference may either be carried over into
29 the following Gas Year, or settled financially.
30
- 31 d) If Brokers elect to carry over the Annual Quantity Difference into the
32 following Gas Year, that reconciliation is subject to the following
33 conditions:
34
- 35 i. The annual financial reconciliation will consist of a
36 final payment that completely offsets the remaining net
37 value of the Security Deposits withheld from and repaid to
38 Brokers throughout the Gas Year, plus a final payment
equal to the value of the Annual Quantity Difference;

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- ii. The value of the Annual Quantity Difference carried over into the following year will be calculated by multiplying the Annual Quantity Difference for the current Gas Year being reconciled, by the Company's average unit cost of AECO Supply in storage inventory at the commencement of the Gas Year following the Gas year being reconciled;
 - iii. The Company will include the Annual Quantity Difference carried over from the prior Gas Year in the determination of the next Gas Year's annual supply requirements;
 - iv. The Company will nominate, and the Broker will deliver, appropriate quantities to satisfy current Gas Year consumption requirements as well as any Annual Quantity Difference (positive or negative) carried over from the prior Gas Year; and,
 - v. If, for any reason, the Broker will not be providing Gas Commodity in the following Gas Year, the Annual Quantity Difference will not be carried over into the following Gas Year, and the Broker will be required to settle the Annual Quantity Difference as described below in Sub-section (e).
- e) If, for any reason, the Annual Quantity Difference will not be carried over into the following Gas Year, or if the broker will not be providing Gas Commodity in the following Gas Year, then;
- i) The annual financial reconciliation will consist of a final payment that completely offsets the remaining net value of the Security Deposits withheld from and repaid to brokers throughout the Gas Year, plus a final payment equal to the Value of the Annual Quantity Difference; and,
 - ii) The value of the Annual Quantity Difference will be calculated by multiplying the Annual Quantity Difference for the Gas Year by the Company's average unit cost of AECO Supply in storage inventory at the commencement of the Gas Year being reconciled.

1
2 f) If the remaining Value of the Gas Loan indicates an overpayment by
3 the Broker, the Company shall pay that amount to the Broker with the
4 next scheduled monthly transaction following completion of the
5 reconciliation calculations.
6

7 g) If the remaining Value of the Gas Loan indicates an underpayment by
8 the Broker, the Broker shall pay that amount to the Company with the
9 next scheduled monthly transaction following completion of the
10 reconciliation calculations.
11

12 6) With respect to the Gas Loan Mechanism, no interest will be charged or
13 credited by the Company for the Value of the Gas Loan, except for interest
14 that will be calculated on late payments.
15

16 I) Billing and Payment
17

18 1) Sales Customers will be billed monthly for Transportation to Centra and
19 Distribution to Customer at rates as approved by the Board from time to
20 time. Transportation to Centra and Distribution to Customer rates will be
21 combined in a single Delivery rate on customers' bills. The Delivery billed
22 rate will include a rider to recover or refund the cost differential between the
23 Company's AECO Supply and Non-AECO Supply costs. Bills will be issued
24 on the regular billing cycle established by the Company. Subject to the
25 provision of Agency Billing and Collection Service as noted later herein,
26 unless the Broker signs an Agency Billing and Collection Agreement with
27 the Company, the Broker shall be responsible for billing the Customer for
28 Gas Commodity. Failure by the Customer who does not utilize the ABC
29 service to pay that Broker's bill will not result in termination of service by the
30 Company.
31

32 2) The Customer is responsible for all charges related to Western
33 Transportation Service, including charges incurred by their Broker when
34 acting as the agent for the Customer. Such charges include:
35

36 a) Gas supplies nominated by the Company at AECO, or at
37 designated point(s) of receipt as acceptable to the Company in

- 1 its sole discretion, on behalf of the Customer.
- 2
- 3 b) Payments for gas loaned to the Broker by the Company under
- 4 the Gas Loan Mechanism, including interest where applicable.
- 5
- 6 c) Payments for Backstop Gas provided to the Broker by the
- 7 Company, including interest where applicable.
- 8
- 9 d) Reimbursement of any penalties or charges imposed on the
- 10 Company as a result of the Broker's malfeasance or
- 11 nonperformance.
- 12
- 13 e) Service fees charged to the Broker by the Company.
- 14
- 15 3) The liability of a Broker's Customers in relation to an obligation of their
- 16 Broker shall be prorated by the Company among the Customers of that
- 17 Broker, based upon the Company's determination of any relevant
- 18 factors and circumstances. Each Customer's liability will be limited to its
- 19 pro rata share, so determined.
- 20
- 21 4) Should the Broker fail to pay all of the amount of the Gas Loan Mechanism
- 22 as herein provided when such an amount is due, interest shall accrue on
- 23 the unpaid portion of the statement at a rate per annum equal to the
- 24 Company's average short-term borrowing cost, as updated from time to
- 25 time. If such failure to pay continues for ten days after such amount is due,
- 26 the Company may use any financial security provided by the Broker to meet
- 27 that obligation and may deduct and set-off such amounts from and against
- 28 Gas Commodity revenues collected by the Company on behalf of the
- 29 Broker under the ABC Service.
- 30
- 31 5) All remittances for the Gas Loan Mechanism will be accomplished via
- 32 Electronic Funds Transfer. Remittances related to the Gas Loan Mechanism
- 33 may be added to or netted against remittances related to ABC Service in
- 34 order to accomplish a single transaction on the scheduled day in each
- 35 month.
- 36
- 37 6) In the event an error is discovered in the amount billed for the Gas

1 Loan in any statement deemed to be rendered, such error shall be adjusted
2 within thirty (30) days of the determination thereof, provided that such
3 claim shall have been made within sixty (60) days from the date of
4 discovery of the error.

5
6 a) Errors discovered within the same Gas Year will be included in
7 the monthly Quantity Difference and Value of the Gas Loan during
8 that Gas Year.

9
10 b) Errors discovered after the close of the Gas Year will be treated
11 as an Annual Quantity Difference, subject to the same conditions
12 as specified for the Gas Loan Mechanism.

13
14 J) Broker participation in Western Transportation Service is subject to the following:

15 1) Only Brokers licensed and registered to do business in the Province of
16 Manitoba, and authorized by the Manitoba Public Utilities Board to operate
17 as a Broker in Manitoba are eligible to participate;

18
19 2) The Agency Agreement creating a valid agency relationship between the
20 Broker and the Customer must be retained as set out by the PUB in the Code
21 of Conduct for Direct Purchase Transactions, as may be amended from time
22 to time upon Order of the PUB;

23
24 3) The Agency Agreement must authorize the Broker to fulfill all requirements
25 otherwise required to be met by the Customer under this Part VII Special
26 Terms and Conditions: Western Transportation Service and be enforceable;

27
28 4) The Broker must execute a Western Transportation Service Agreement
29 with the Company on behalf of the Customer;

30
31 5) Brokers must obtain, and maintain in good standing, firm supply contracts
32 at AECO, or at designated point(s) of receipt as acceptable to the Company
33 in its sole discretion, sufficient to meet the Maximum Daily Quantity
34 requirements, and the allowed annual Gas Commodity requirements for
35 each Customer as determined by the Company;

36
37 6) Representations and warranties, satisfactory to the Company, that the

1 Broker complies with the licensing requirements of the Board, including
2 regulation relating to gas supply and transportation, as may be amended
3 from time to time;

4
5 7) The Company may reject service elections from Brokers whose
6 supply is not documented or confirmed to the Company's satisfaction;

7
8 8) The Company is not responsible for damages to the Customer should the
9 Broker fail to perform; and

10
11 9)

12 a) The Broker must have a Standard & Poor's BBB grade credit rating
13 (or its equivalent of either B++ or Baa) or better, or alternatively, or in
14 addition to, a form of guarantee acceptable to the Company from a parent
15 corporation with a Standard & Poor's BBB grade credit rating (or its
16 equivalent of either B++ or Baa) or better, from a Canadian or United
17 States credit rating agency recognized by the Company.

18
19 b) Alternatively, if the Broker is unable to meet the requirements set
20 out in subparagraph 9 a) above, the Broker must provide credit support
21 as reasonably determined and requested by the Company from time to
22 time.

23
24 c) The Broker shall immediately notify the Company in writing in the event
25 that such credit rating of either the Broker or its parent, whatever the
26 case may be, falls below the aforementioned minimum credit standard.

27
28 K) The Company will remain the natural gas provider of last resort.

29
30 1) The Company will provide Backstop Gas on a best-efforts basis to
31 Customers of Brokers whose registrations are revoked or whose Western
32 Transportation Service Agreements are terminated.

33
34 2) Both the Customer and the Broker remain responsible for all obligations that
35 arise by virtue of their participation in the Western Transportation
36 Service, prior to the Customer's return to either the Company's Sales
37 Service for Gas Commodity, or to Western Transportation Service with a

1 different Broker.
2

3 L) The Company will provide Backstop Gas in case of a failure of Broker supply on
4 a best- efforts basis as follows:
5

6 1) If on any day, a nomination is not accepted or if for any other reason, the
7 Broker fails to deliver gas to AECO, or at designated point(s) of receipt
8 as acceptable to the Company in its sole discretion, then the Company
9 shall use its best efforts to acquire gas to replace the failed supply with
10 Backstop Gas.
11

12 2) In this event, the Company shall, in its discretion, charge the Broker and
13 the Broker shall pay for all Backstop Gas acquired on its behalf at a rate
14 which shall not exceed two times the incremental cost of the gas. The
15 Broker and Customer acknowledge that this is not a penalty, but a
16 reasonable pre-estimate of liquidated damages and organizational costs
17 incurred by the Company.
18

19 3) If the Company is unable to acquire Backstop Gas then the Customer, on
20 notice from the Company, shall immediately curtail the use of gas at its
21 facility. Customers who continue to consume gas after notice from the
22 Company will be subject to the Unauthorized Over-Run Gas Charge and
23 the Unauthorized Over-Run Delivery Charge as defined in the Schedule of
24 Sales and Transportation Services and Rates.
25

26 4) All obligations of the Broker and Customer to make up used but undelivered
27 quantities of gas remain in place and other obligations and amounts due to
28 the Company remain due and payable.
29

30 5) The Company shall report all instances where Backstop Gas is supplied, or
31 requested but not supplied, to the Public Utilities Board.
32

33 M) Suspension And Termination
34

35 1) The Company may, without prejudice to its right of termination, suspend its
36 obligations hereunder with respect to any Customer which itself or through
37 its Broker falls into arrears in any payments required under this Service by

1 more than sixty (60) days, such suspension to last until payment is made to
2 the Company of any outstanding amount. During such period of suspension,
3 the Company shall, subject to its right to disconnect service to the Customer
4 under the provisions of The Public Utilities Board Act, use its best efforts to
5 acquire and sell gas to the Customer as Backstop Gas, with any
6 alterations as may be necessary.
7

8 2) Except as otherwise provided in the Terms and Conditions of this
9 Service, the Company may terminate its obligations if there is a material
10 breach or default of any representation, warranty, or obligation of the
11 Customer or Broker under the Terms and Conditions of this Service or any
12 Western Transportation Service Agreement, which is not remedied within 10
13 days of the Company giving written notice of the breach or default to the
14 Customer or Broker.
15

16 3) The Company may immediately terminate its obligations under this Service
17 if one of the following events occurs:
18

19 a) Performance by the Company of its obligations hereunder would
20 be in contravention of any law or regulation or any order or decision of a
21 regulatory body or governmental authority having jurisdiction; or
22

23 b) The Broker shall be declared or adjudged bankrupt, or if an application is
24 made in respect of the Broker under the Companies Creditors
25 Arrangements Act (Canada), or if a liquidator, trustee in bankruptcy,
26 custodian, receiver, receiver and manager, moderator or any other officer
27 with similar powers shall be appointed in place of or for the Broker, or if
28 the Broker shall commit any act of bankruptcy or institute proceedings
29 to be adjudged bankrupt or insolvent or consents to the appointment or
30 the institution of such proceedings or admits in writing to an inability to pay
31 debts generally as they become due or becomes an insolvent person as
32 such term is defined in the Bankruptcy and Insolvency Act (Canada); or if
33 the Broker shall have liquidated, dissolved, wound up its affairs or
34 otherwise ceased doing business.
35

36 4) In the event that the Company exercises its rights of termination under
37 paragraph 2 or 3 of these provisions, the Company shall concurrently with the

- 1 termination, or as soon as reasonably possible thereafter, give written notice
2 to the Customer of the termination.
3
- 4 5) In the event that this Service or the Agreement under which it is provided is
5 terminated, all outstanding obligations incurred under this Service by the
6 Company, the Broker and/or the Customer which arise by virtue of the
7 Broker's or the Customer's participation in this Service prior to such
8 termination remain in full force and effect. The Company and the Broker shall
9 have the right to withhold any payments due to the other party until its
10 obligations accruing from the terminating Customer are met. As between the
11 Company and the Broker, each shall have the right to set off any payments
12 due to it by virtue of the Termination of the WTS Agreement against amounts
13 owing to the other pursuant to any Western Transportation Service/Agency
14 Billing and Collection Agreement, or the Gas Loan Mechanism operated
15 thereunder.
16
- 17 6) No waiver by either party or any default by the other party under this Service
18 shall operate as a waiver of any future default, whether of a like or different
19 nature.
20

1 **VIII. Special Terms and Conditions: Agency Billing and Collection Service (ABC**
2 **Service)**

3
4 A) ABC Service allows a Broker to assign to the Company the right to render bills to
5 Western Transportation Service Customers in respect of the amount payable by the
6 Customers to the Broker for Gas Commodity, and to collect from Western
7 Transportation Service Customers the amounts so billed. The Company will provide
8 a single bill to Customers that includes charges for volumes consumed by the
9 Customer as Gas Commodity, as well as the Company's charges for services
10 provided by the Company.

11
12 1) In the event that the Broker does not maintain Standard & Poor's BBB grade
13 credit rating (or its equivalent of B++ or Baa) or better, ABC Service is
14 mandatory.

15
16 2) The Broker must sign an ABC Service Agreement with the Company in order to
17 receive this Service.

18
19 3) Provision of this Service in no way makes the Company liable for any
20 obligation incurred by a Broker.

21
22 4) The Company will be entitled to deal with Gas Commodity charges
23 collected from Western Transportation Service Customers in the same
24 manner as it deals with its own funds. These funds shall not, at any time, be
25 construed to be trust funds.

26
27 B) The Broker will provide to the Company the Broker's Gas Commodity Price to be
28 charged to the Broker's Customers.

29
30 1) The Broker's Gas Commodity Price must be expressed in dollars per Cubic
31 Meter of Gas Commodity consumed by the Broker's Customers.

32
33 2) The Broker's Gas Commodity Price for Customers may be changed effective
34 with the beginning of each calendar month.

35
36 3) Changes to the Broker's Gas Commodity Price must be provided to the
37 Company 45 days prior to the effective date of such change.

38

- 1 C) Brokers may enroll Customers in ABC Service at the same time the Customers
2 are enrolled in Western Transportation Service. Enrollment in ABC Service will
3 automatically end when Western Transportation Service is terminated by the Customer,
4 the Broker or the Company.
5
- 6 1) Brokers must group Customers such that all Customers in the Group are
7 charged the same Broker's Gas Commodity Price.
8
- 9 2) Changes in enrollment for ABC Service may be requested using the
10 enrollment process for Western Transportation Service. The Company will
11 inform the Broker whether it can accommodate the change in enrollment.
12
- 13 3) The Company will bill the Customer for gas sold by the Broker to the
14 Customer. A tariff of \$0.25 per customer per month will be paid by the Broker
15 to the Company for the provision of this service.
16
- 17 D) Bills to any Customer will be issued according to the Company's billing cycle
18 applicable to that Customer.
19
- 20 1) The Company will include the Broker's charges for Gas Commodity on every
21 bill for natural gas service which the Company renders to the Customer.
22
- 23 2) The Company will calculate the Broker's charges for Gas Commodity in the
24 same manner as it calculates its own Charges for Gas Commodity, including
25 the provisions for pro-ration of price changes during billing periods.
26
- 27 3) The Customer will make a remittance to the Company based on the total
28 amount of charges on the bill.
29
- 30 4) The Company will be responsible for collecting the total amount of charges on
31 the bill.
32
- 33 5) Payments made by Customers to the Company pursuant to bills rendered
34 by the Company shall be made without any right of deduction or set-off and
35 regardless of any rights the Customers may have against the Broker.
36
- 37 6) Nonpayment of any amounts designated as Gas Commodity charges on the

1 bill shall entitle the Company to the same recourse as non-payment of the
2 Company's charges, and may result in termination of service by the Company.

3
4 7) The Company's late payment charges to Customers will apply equally to
5 Gas Commodity charges and other charges contained on the bill. No portion of
6 these late payment charges will be remitted to the Broker.

7
8 E) The Company will remit to the Broker an amount equivalent to the Broker's charges
9 for Gas Commodity subject to the Company's right to deduct and set off any amounts
10 owing to the Company by the Broker. Remittance shall be made by the Company to
11 the Broker for a calendar month on or before the 20th day of the month following
12 such calendar month. If such day is not a Business Day, such amount shall be due
13 and payable on the first Business Day following such day.

14
15 1) Remittances will be based on the total Broker's charges for Gas Commodity
16 billed by the Company to the Broker's Customers in that calendar month.
17 The remittance payable by the Company to the Broker for any calendar
18 month will be calculated as the sum of total Broker charges for Gas Commodity
19 and any amounts payable for that month by the Company to the Broker
20 under the Gas Loan Mechanism, less any amounts payable by the Broker to
21 the Company, including but not limited to payments required pursuant to the
22 Gas Loan Mechanism.

23
24 2) Where the amounts to be deducted under subparagraph (1) are greater than
25 the sum of Gas Commodity charges billed to the Broker's Customers and Gas
26 Loan payments due from the Company to the Broker, the Company will invoice
27 the Broker for the net amount to be paid by the Broker to the Company.
28 Remittance shall be made by the Broker to the Company for a calendar month
29 on or before the 20th day of the month following such calendar month. If such
30 day is not a Business Day, such amount shall be due and payable on the first
31 Business Day following such day.

32
33 3) Remittance under ABC Service will be made regardless of the payment status
34 on the Customer's bill.

35
36 4) Remittance shall be made via electronic funds transfer.
37

- 1 5) The Company will issue a statement of the Gas Commodity charges billed
2 to the Broker's Customers on the 15th day of the month following the month in
3 which gas is delivered. If such day is not a Business day, such statement
4 shall be issued on the first Business Day following such day.
5
- 6 6) Any amount to be remitted hereunder and not remitted on or before the date on
7 which it is due (the "due date") shall thereafter bear interest at an annual rate
8 equal to the cost of the Company's average short-term borrowing cost, as
9 updated from time to time.
10
- 11 7) Any taxes (other than the Company's income taxes) and other charges
12 which may become payable on or in respect of any Billing Service Fee
13 payable by the Broker hereunder shall be borne and paid by the Broker.
14
- 15 8) Nothing contained in these Special Terms and Conditions of Agency
16 Billing and Collection Service shall operate to assign to the Company or require
17 the Company to bill or collect or remit, any amounts payable as between the
18 Customer and the Broker, save and except such charges for Gas Commodity
19 as the Company shall calculate hereunder using the Broker's Gas Commodity
20 Price effective pursuant to this Service.
21
- 22 9) The Company may terminate service under this Service for reasons other
23 than Customer non-payment if the Broker shall be declared or adjudged
24 bankrupt, or if an application is made in respect of the Broker under the
25 Companies Creditors Arrangements Act (Canada), or if a liquidator,
26 trustee in bankruptcy, custodian, receiver, receiver and manager, moderator
27 or any other officer with similar powers shall be appointed in place of or for the
28 Broker, or if the Broker shall commit any act of bankruptcy or institute
29 proceedings to be adjudged bankrupt or insolvent or consents to sue,
30 appointment or the institution of such proceedings or admits in writing to an
31 inability to pay debts generally as they become due or becomes an insolvent
32 person as such term is defined in the Bankruptcy and Insolvency Act (Canada);
33 or if the Broker shall have liquidated, dissolved, wound up its affairs or
34 otherwise ceased doing business. In addition, the Company may
35 immediately terminate this Service in the event of a breach of the Agency
36 Billing and Collection Service Agreement that is not remedied within ten (10)
37 days of the notice of such breach being provided. Notwithstanding the

1 termination of ABC Service, each party shall continue to be liable to pay, on the
2 terms herein specified, any amount accrued or accruing due by such party to
3 the other at the time of termination, regardless of when such amount becomes
4 payable.
5

1 **IX. Rate Schedules (Base Rates Only – No Riders)**

2
3 Please see pages 1 and 2 of Appendix A as attached.

4
5 **X. Rate Schedules – Annual Rates (Base Rates Plus Riders)**

6
7 Please see pages 3 and 4 of Appendix A as attached.

8
9 **XI. Miscellaneous Charges for Service**

10
11 ABC Service Fee

12 \$0.25 per customer per month

13
14 Company Labour Rates:

15 Please see Appendix B as attached.

16
17 Damage to Company Equipment:

18 Materials, labour, equipment and cost of gas, including Damage
19 Investigation and Damage Repair and the cost of all Appliance Relights
20 necessitated by the damage or the repair thereof, as set out in Appendix B,
21 Attached.

22
23 Equipment Rental Rate:

24 Various rates depending on equipment and customer class.

25
26 Furnace Safety Check:

27 The charge for a safety check and tune-up of a natural gas furnace will be \$50.

28 There is no charge for the Company to investigate a situation involving the
29 potential leakage of gas.

30
31 Inspection/Reinspection Fees:

32 Inspection or reinspection of a single replacement or additional residential
33 appliance will be \$35.00. All other inspections or reinspections (minimum
34 charge of 1 hour) will be \$55.00 per hour.

35
36 Late Payment Charge:

37 A late payment charge of 1 ¼% per month shall be charged on the dollar amount
38 owing after each billing due date. The due date will be at least 14 days after the

1 mailing of the bills.

2

3 Materials:

4 Manufacturer's listed price plus freight and taxes.

5

6 Meter Relocations:

7 Various rates depending on size of meter.

8

9 Meter Test:

10 When a Customer requests a test for the meter, the charge will be \$110 for a
11 Residential Meter or \$220 for a Commercial Meter. This charge includes the cost of
12 the test performed, and the removal and replacement of the natural gas meter.

13

14 Unauthorized Over-Run Delivery Charge:

15 For delivery service taken in contravention of the Company's notice of
16 curtailment, the applicable Unauthorized Over-Run Delivery Charge shall be
17 equal to the greater of: firm LGS volumetric rate for Transportation to Centra and
18 Distribution to Customer Service, or; a pro rata share with any other Customers
19 in contravention of the Company's notice of curtailment of any incremental
20 costs incurred directly or indirectly as a result of such contravention.

21

22 Unauthorized Over-Run Gas Charge:

23 For Unauthorized Over-Run Gas taken in contravention of any conditions set forth
24 in these terms and conditions of service, the Company may charge the applicable
25 delivery charge, plus the greater of either:

26 a) 1.5 times the settled maximum daily NGX AB-NIT Same Day Index
27 (High) as reported in the Canadian Gas Price Reporter (CGPR) during the
28 time period that the Customer was curtailed, or

29 b) the natural gas rate in dollars per cubic metre equivalent to 1.5 times the
30 maximum daily terminal unbranded rack price for Furnace Fuel Oil in dollars
31 per litre that was reported in Winnipeg during the time period that the
32 Customer was curtailed, or

33 c) the cost to the Company of obtaining replacement gas for delivery
34 to the designated receipt point on that day.

35

36 Reconnect Fees:

37

38 On each occasion when gas service is discontinued and subsequently resumed

1 to the same Consumer at the same Premises, a reconnect fee will be charged in
2 addition to: (a) the Basic Monthly Charge, except where a customer is
3 disconnected in accordance with Section IV G) 2) of the Terms and Conditions
4 of Service; and (b) the Demand Charge (if applicable) for the period of
5 disconnection. For purposes of establishing the Monthly Demand Charge, the
6 Demand Charge billed during the last month that service was provided will
7 apply.

8
9 Where a service reconnection takes place during regular business hours, a
10 reconnect fee of \$70 (plus GST) shall be charged. Where a service reconnection
11 takes place outside of regular working hours a reconnect fee of \$100 (plus GST)
12 shall be charged.

13
14 In the event that the meter, regulation equipment and/or service line are
15 removed and replaced on the same Premises within five years of removal, the
16 Company may charge an additional fee equal to the cost of resetting the meter
17 and regulator and installation of the new service line.

18
19 **Returned Cheque Charge:**

20 When a Consumer's cheque is returned by banks or other financial institutions for
21 reasons beyond the control of the Company, a returned cheque charge of \$20.00
22 will be assessed to the Customer.

23
24 **Security Deposits:**

25 Three highest months consumption to a maximum of \$225.

26
27 **Temporary Disconnection:**

28 In situations where a Premise is renovated, demolished or altered such that
29 temporary removal of the Company's equipment is required, the Company may
30 charge a cost based fee for re-establishing the natural gas service.

31
32 **Service Relocations and Alterations**

33 Where a customer requests, or where the customer's conduct requires, that an
34 existing meter, regulator and/or service line be altered or relocated (so that it
35 follows a different route from that chosen by the Company when it was initially
36 installed or alters the existing configuration), the Company may require and the
37 Customer shall pay all costs associated with the alteration or relocation, including

- 1 the material, labour, and equipment required to perform the alteration or
- 2 relocation.
- 3
- 4 Yard Services:
- 5 Materials plus 40% plus labour.

CENTRA GAS MANITOBA INC.
FIRM SALES AND DELIVERY SERVICES
RATES SCHEDULES (BASE RATES ONLY - NO RIDERS)

1	Territory:	Entire natural gas service area of Company, including all zones				
2						
3	Availability:					
4	SGC:	For gas supplied through one domestic-sized meter.				
5	LGC:	For gas delivered through one meter at annual volumes less than 680,000 m ³				
6	HVF:	For gas delivered through one meter at annual volumes greater than 680,000 m ³				
7	MLC:	For gas delivered through one meter to customers served from the Transmission system				
8	Special Contract:	For gas delivered under the terms of a Special Contract with the Company				
9	Power Station:	For gas delivered under the terms of a Special Contract with the Company				
10						
11	Rates:		<u>Sales Service</u>			<u>T-Service</u>
			<u>Transportation</u>	<u>Distribution</u>		<u>Distribution</u>
12		<u>Gas Commodity</u>	<u>to</u>	<u>to Customer</u>	<u>Delivery¹⁾</u>	<u>to Customer</u>
			<u>Centra</u>			<u>(Delivery²⁾</u>
			<u>1</u>	<u>2</u>	<u>1+2</u>	
13	Basic Monthly Charge: (\$/month)					
14	Small General Class (SGC)	N/A	N/A	\$14.00	N/A	N/A
15	Large General Class (LGC)	N/A	N/A	\$77.00	N/A	N/A
16	High Volume Firm (HVF)	N/A	N/A	\$1,017.72	N/A	\$1,017.72
17	Main Line Class (MLC)	N/A	N/A	\$1,082.93	N/A	\$1,082.93
18	Special Contract	N/A	N/A	N/A	N/A	\$117,847.09
19	Power Station	N/A	N/A	N/A	N/A	\$76,153.11
20						
21	Monthly Demand Charge (\$/m³/month)					
22	High Volume Firm Class (HVF)	N/A	\$0.2657	\$0.1799	\$0.4456	\$0.1799
23	Main Line Class (MLC)	N/A	\$0.3802	\$0.2260	\$0.6062	\$0.2260
24	Special Contract	N/A	N/A	N/A	N/A	N/A
25	Power Station	N/A	N/A	N/A	N/A	\$0.0036
26						
27	Commodity Volumetric Charge: (\$/m³)					
28	Small General Class (SGC)	\$0.0899	\$0.0452	\$0.0744	\$0.1196	N/A
29	Large General Class (LGC)	\$0.0899	\$0.0437	\$0.0427	\$0.0864	N/A
30	High Volume Firm (HVF)	\$0.0899	\$0.0141	\$0.0099	\$0.0240	\$0.0099
31	Main Line Class (MLC)	\$0.0899	\$0.0027	\$0.0016	\$0.0043	\$0.0016
32	Special Contract	N/A	N/A	N/A	N/A	\$0.0001
33	Power Station	N/A	N/A	N/A	N/A	\$0.0205
34						
35	¹ Delivery Rate (Sales Service) represents combined Transportation to Centra and Distribution to Customers Rates					
36	² Delivery Rate (T-Service) equals to Distribution Rate					
37						
38	Minimum Monthly Bill:	Equal to the Basic Monthly Charge as described above, plus Demand Charge as appropriate.				
39						
40	Effective:	Rates to be charged for all billings based on gas consumed on and after August 1, 2024				

Approved by Board Order: 91/24
Effective from: August 1, 2024
Date Implemented: August 1, 2024

Supersedes Board Order: 49/24
Supersedes: May 1, 2024 Rates

CENTRA GAS MANITOBA INC.
INTERRUPTIBLE SALES AND DELIVERY SERVICES
RATE SCHEDULES (BASE RATES ONLY - NO RIDERS)

1	Territory:	Entire natural gas service area of Company, including all zones.				
2						
3	Availability:	For any Consumer at one location whose annual natural gas requirements equal or exceed 680,000m ³ and who contracts for such service for a minimum of one year, or who received Interruptible Service continuously since December 31, 1996. Service under this rate shall be limited to the extent that the Company considers it has available natural gas supplies and/or capacity to provide delivery service.				
4						
5	Rates:		<u>Sales Service</u>			<u>T-Service</u>
6			<u>Transportation</u>	<u>Distribution</u>		<u>Distribution to</u>
		<u>Gas Commodity</u>	<u>to</u>	<u>to Customer</u>	<u>Delivery</u> ¹⁾	<u>Customer</u>
			<u>Centra</u>			<u>(Delivery</u> ²⁾
			<u>1</u>	<u>2</u>	<u>1+2</u>	
7						
8	Basic Monthly Charge: (\$/month)					
9	Interruptible Service	N/A	N/A	\$1,042.25	N/A	\$1,042.25
10	Mainline Interruptible (with firm delivery)	N/A	N/A	\$1,082.93	N/A	\$1,082.93
11						
12	Monthly Demand Charge (\$/m³/month)					
13	Interruptible Service	N/A	\$0.1344	\$0.0870	\$0.2214	\$0.0870
14	Mainline Interruptible (with firm delivery)	N/A	\$0.2068	\$0.2260	\$0.4328	\$0.2260
15						
16	Commodity Volumetric Charge: (\$/m³)					
17	Interruptible Service	\$0.0899	\$0.0077	\$0.0067	\$0.0144	\$0.0067
18	Mainline Interruptible (with firm delivery)	\$0.0899	\$0.0028	\$0.0016	\$0.0044	\$0.0016
19						
20	Alternate Supply Service:			Negotiated		
21	Gas Supply (Interruptible Sales and Mainline Interruptible)			Cost of Gas		
22	Delivery - Interruptible Class			\$0.0096		
23	Delivery - Mainline Interruptible Class			\$0.0090		
24						
25	¹ Delivery Rate (Sales Service) represents combined Transportation to Centra and Distribution to Customers Rates					
26	² Delivery Rate (T-Service) equals to Distribution Rate					
27						
28	Minimum Monthly Bill:	Equal to Basic Monthly Charge as described above, plus Demand charges as appropriate.				
29						
30	Effective:	Rates to be charged for all billings based on gas consumed on and after August 1, 2024				

Approved by Board Order: 91/24
Effective from: August 1, 2024
Date Implemented: August 1, 2024

Supersedes Board Order: 49/24
Supersedes: May 1, 2024 Rates

CENTRA GAS MANITOBA INC.
FIRM SALES AND DELIVERY SERVICES
RATES SCHEDULES (BASE RATES PLUS RIDERS)

1	Territory:	Entire natural gas service area of Company, including all zones				
2						
3	Availability:					
4	SGC:	For gas supplied through one domestic-sized meter.				
5	LGC:	For gas delivered through one meter at annual volumes less than 680,000 m ³				
6	HVF:	For gas delivered to natural gas distribution cooperatives				
7	MLC:	For gas delivered through one meter to customers served from the Transmission system				
8	Special Contract:	For gas delivered under the terms of a Special Contract with the Company				
9	Power Station:	For gas delivered under the terms of a Special Contract with the Company				
10						
11	Rates:		<u>Sales Service</u>			<u>T-Service</u>
			<u>Transportation</u>	<u>Distribution</u>		<u>Distribution to</u>
		<u>Gas Commodity</u>	<u>to</u>	<u>to Customer</u>	<u>Delivery</u> ¹⁾	<u>Customer</u>
			<u>1</u>	<u>2</u>	<u>1+2</u>	<u>(Delivery</u> ²⁾
12						
13	Basic Monthly Charge: (\$/month)					
14	Small General Class (SGC)	N/A	N/A	\$14.00	N/A	N/A
15	Large General Class (LGC)	N/A	N/A	\$77.00	N/A	N/A
16	High Volume Firm (HVF)	N/A	N/A	\$1,017.72	N/A	\$1,017.72
17	Main Line Class (MLC)	N/A	N/A	\$1,082.93	N/A	\$1,082.93
18	Special Contract	N/A	N/A	N/A	N/A	\$117,847.09
19	Power Station	N/A	N/A	N/A	N/A	\$76,153.11
20						
21	Monthly Demand Charge (\$/m³/month)					
22	High Volume Firm Class (HVF)	N/A	\$0.2657	\$0.1799	\$0.4456	\$0.1799
23	Main Line Class (MLC)	N/A	\$0.3802	\$0.2260	\$0.6062	\$0.2260
24	Special Contract	N/A	N/A	N/A	N/A	N/A
25	Power Station	N/A	N/A	N/A	N/A	\$0.0036
26						
27	Commodity Volumetric Charge: (\$/m³)					
28	Small General Class (SGC) ²	\$0.0785	\$0.0452	\$0.0767	\$0.1219	N/A
29	Large General Class (LGC)	\$0.0785	\$0.0437	\$0.0450	\$0.0887	N/A
30	High Volume Firm (HVF)	\$0.0785	\$0.0141	\$0.0122	\$0.0263	\$0.0099
31	Main Line Class (MLC)	\$0.0785	\$0.0027	\$0.0039	\$0.0066	\$0.0016
32	Special Contract	N/A	N/A	N/A	N/A	\$0.0001
33	Power Station	N/A	N/A	N/A	N/A	\$0.0205
34						
35		¹ Delivery Rate (Sales Service) represents combined Transportation to Centra and Distribution to Customers Rates				
36		² Delivery Rate (T-Service) equals to Distribution Rate				
37						
38						
39	Minimum Monthly Bill:	Equal to the Basic Monthly Charge as described above, plus Demand Charge as appropriate.				
40						
41	Effective:	Rates to be charged for all billings based on gas consumed on and after August 1, 2024				

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CENTRA GAS MANITOBA INC.
INTERRUPTIBLE SALES AND DELIVERY SERVICES
RATE SCHEDULES (BASE RATES PLUS RIDERS)

1	Territory:	Entire natural gas service area of Company, including all zones.				
2						
3	Availability:	For any Consumer at one location whose annual natural gas requirements equal or exceed 680,000m ³ and who contracts for such service for a minimum of one year, or who received Interruptible Service continuously since December 31, 1996. Service under this rate shall be limited to the extent that the Company considers it has available natural gas supplies and/or capacity to provide delivery service.				
4						
5	Rates:		<u>Sales Service</u>			<u>T-Service</u>
6			<u>Transportation</u>	<u>Distribution</u>		<u>Distribution to</u>
		<u>Gas Commodity</u>	<u>to</u>	<u>to Customer</u>	<u>Delivery</u> ¹⁾	<u>Customer</u>
			<u>1</u>	<u>2</u>	<u>1+2</u>	<u>(Delivery</u> ²⁾
7						
8	Basic Monthly Charge: (\$/month)					
9	Interruptible Service	N/A	N/A	\$1,042.25	N/A	\$1,042.25
10	Mainline Interruptible (with firm delivery)	N/A	N/A	\$1,082.93	N/A	\$1,082.93
11						
12	Monthly Demand Charge (\$/m³/month)					
13	Interruptible Service	N/A	\$0.1344	\$0.0870	\$0.2214	\$0.0870
14	Mainline Interruptible (with firm delivery)	N/A	\$0.2068	\$0.2260	\$0.4328	\$0.2260
15						
16	Commodity Volumetric Charge: (\$/m³)					
17	Interruptible Service	\$0.0785	\$0.0077	\$0.0090	\$0.0167	\$0.0067
18	Mainline Interruptible (with firm delivery)	\$0.0785	\$0.0028	\$0.0039	\$0.0067	\$0.0016
19						
20	Alternate Supply Service:			Negotiated		
21	Gas Supply (Interruptible Sales and Mainline Interruptible)			Cost of Gas		
22	Delivery - Interruptible Class			\$0.0096		
23	Delivery - Mainline Interruptible Class			\$0.0090		
24						
25	¹ Delivery Rate (Sales Service) represents combined Transportation to Centra and Distribution to Customers Rates					
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