



**RULES AND REGULATIONS FORMING  
PART OF CUSTOMER CONTRACT**

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1. If the Consumer wants a supply of natural gas in excess of the rate set out in the Customer Contract, the Board of Directors may, in its absolute discretion, require the Consumer to pay a fee determined by it for such excess supply
2. The natural gas shall be measured at the Service Location using a meter placed at a location chosen by the Co-op. The Consumer may indicate a preference for a location but the Co-op shall only be required to comply with the request if the Co op staff believe that the location is suitable. The outlet of the meter is the point of delivery. The Co-op shall own the gas to that point. Any piping past the outlet of the meter shall be constructed by the Consumer and is his responsibility.
3. The Consumer, by signing the Customer Contract, grants to the Co-op a utility right-of-way and easement that the Co-op requires or may require in order to construct and maintain the Distribution System to serve the Consumer or any current or future consumers of the Co-op. The utility right of way and easement shall contain the terms and conditions of the Co-op's standard easement agreement and apply to the lands described herein (the Consumer's Land). The Consumer further agrees to execute prior to construction of the Distribution System all documents which the Co-op may require to be executed for the purpose of registering the Co-op's standard easement agreement.

The utility right-of-way and easement hereby granted shall remain in full force and effect for as long as the Co-op, its successors and assigns desire and so long as the Co-op, its successors and assigns, continue to maintain and operate Distribution

System on the Consumer's Land even if there is discontinuance of service by the Co-op to the Consumer is terminated.

4. The Consumer shall allow the employees of the Co-op, and anyone who the Co-op has retained, reasonable access to the Consumer's Land at all reasonable times for the purpose of reading meters, or for inspecting, constructing, maintaining, repairing or removing the Distribution System. If the Consumer does not provide reasonable access, the Co-op may discontinue the utility service until access is provided.
5. The Consumer shall be responsible for the cost of all piping and equipment beyond the outlet of the meter and shall be responsible for all risks with respect to such piping and equipment. Any such piping shall be constructed and maintained in conformity with all laws, statutes, by-laws, rules and regulations relating to gas fitting applicable in the Province of Alberta (and in conformity with any rules and regulations made by the Directors of the Co-op). The Co-op may but does not have the obligation to inspect such piping and such inspection shall not relieve the Consumer of his responsibility regarding such piping and equipment.
6. The Co-op shall incur no liability by reason of failure to supply natural gas for any cause beyond the reasonable control of the Co-op nor shall it be liable for loss, costs, or damage to persons or property arising or resulting from the supply or use of natural gas. The Consumer acknowledges the danger of contact with any part of the Distribution System, and he shall not interfere with it. In the event of any accident,

injury or damage occurring by reason of contact with the Distribution System by the Consumer, he shall be responsible for the cost of any damage to it, and shall indemnify and save harmless the Co-op from any and all claims for damages arising by reason of any such accident. injury or damages made by any other person.

7. The Co-op shall have the right to discontinue or refuse to continue the supply of natural gas to the Consumer for any of the following reasons:
  - (a) lack of supply of natural gas;
  - (b) repairs or alterations to the Distribution System;
  - (c) unsafe conditions;
  - (d) any use of natural gas that is not in conformity with the provisions of this Agreement;
  - (e) the breach of any of the provisions of the Customer Contract or these Rules and Regulations;
  - (f) to prevent fraud, abuse to Co-op property or the resale to others of natural gas;
  - (g) non-payment of any account when due;
  - (h) the insolvency or bankruptcy of the Consumer;

The Co-op shall not be required to provide notice of discontinuance for the reasons set out in subclauses (a) to (f) inclusive but shall give forty-eight (48) hours notice of discontinuance for the reasons set out in subclauses (g) and (h) inclusive.

In addition to the right to discontinue the supply of natural gas for any of the reasons

noted above, the Co-op may exercise any other legal rights that it may have. The Co-op shall have the right to charge the Consumer a reconnection fee as set from time to time by the Board of Directors of the Co-op before the supply of natural gas is reconnected after discontinuance for any of the reasons set out in subclauses (c) to (h) inclusive. The Co-op in its discretion may refuse to reconnect any service where the same has been discontinued for any of the reasons set out in subclauses (c) to (h).

8. The Co-op may serve any discontinuance notice, or other document required to be served on the Consumer by mailing the same by prepaid mail to the Consumer at the address given or by delivering the same to the Service Location and/or attaching the same to the door of the premises. In the event that clause 10 hereof applies, notice shall be given by mail to the Consumer and by delivery to the premises where natural gas is being supplied.

The Consumer may give notice to the Co-op by delivering the same to the Co-op's head office and leaving the same with the general manager or designate. Any such notice or document shall be deemed received if delivered on the date of delivery, or if mailed, seven (7) days after mailing. Either party may change its address by notice in writing served upon the other party.

9. The Consumer shall pay for natural gas service charges and a monthly operating charge as set by the Board of Directors of the Co-op from time to time. Payment by

the Consumer shall be made to the Co-op on or before the date provided on the invoice for payment and accounts which are not paid when due shall bear interest at a rate as set by the Board of Directors of the Co-op from time to time.

The Co-op confirms receipt of a non interest bearing deposit of

\_\_\_\_\_ DOLLARS to be credited to any amount owing to the Co-op by the Consumer.

- 10.If the Service Location is occupied by someone other than the Consumer, the Consumer remains legally responsible for all obligations under the Customer Contract and these Rules and Regulations.