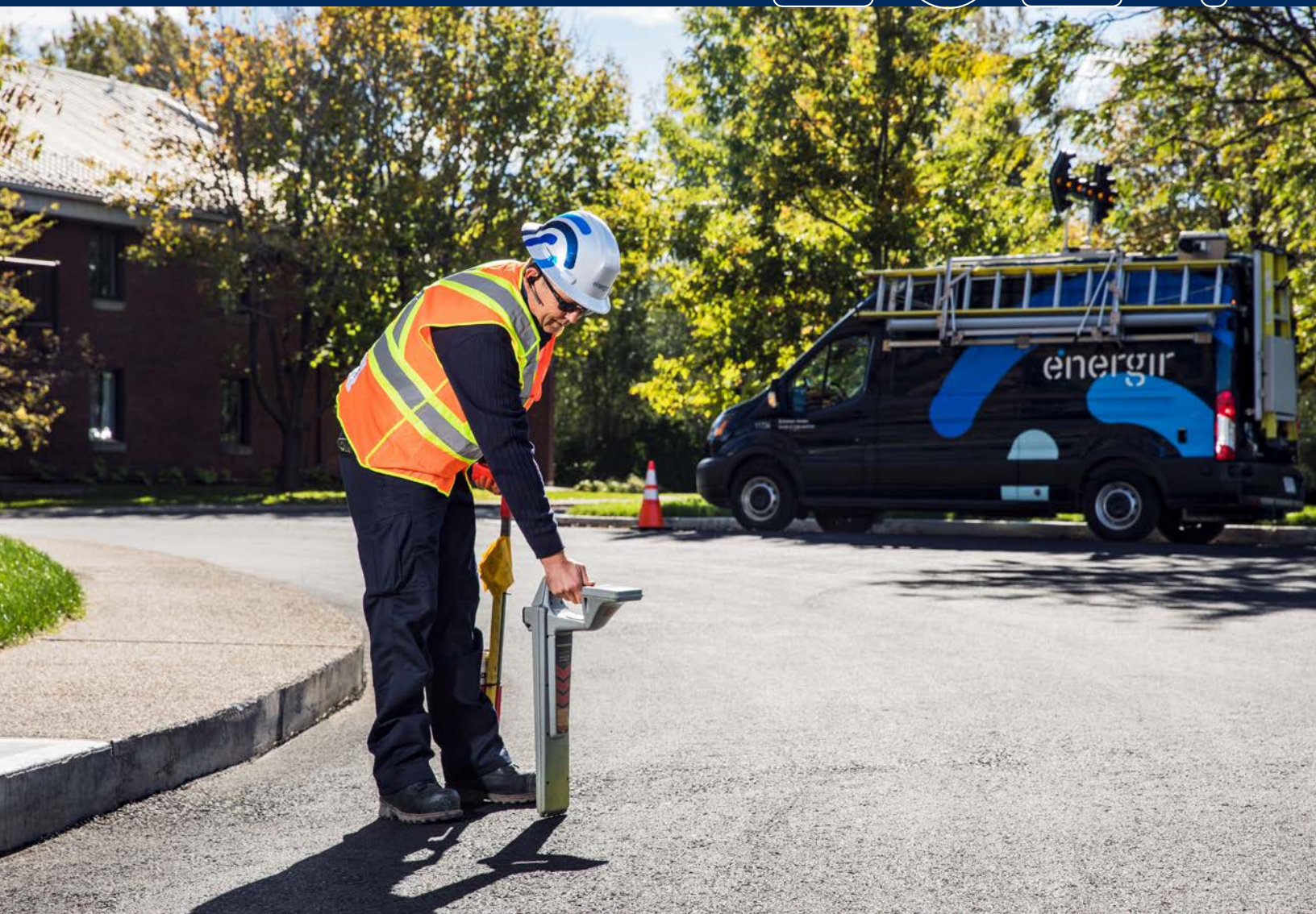
Conditions of Service and Tariff

Effective as of October 1, 2024

2024



Conditions of Service and Tariff

October 1, 2024

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and D-2026-117 of the Régie de l'énergie

INTRODUCTORY NOTE

The content of the present document has been set by the Régie de l'énergie pursuant to the *Act Respecting the Régie de l'énergie* (R.S.Q., c. R-6.01). Any customer who disagrees with the application of the present document by the distributor may submit a complaint to the distributor in accordance with the complaint review procedure established by the distributor and approved by the Régie de l'énergie in Decision D-98-25, File R-3392-97, May 13, 1998, Appendix M. If the customer does not agree with the distributor's decision concerning its complaint, it may then ask the Régie to review it in accordance with the provisions of Chapter 7 of the aforementioned Act (Sections 86 to 101).

On February 21, 2025, the Régie de l'énergie issued decision D-2025-025, retroactively revoking to April 1, 2024, the conclusions of decisions D-2024-007 and D-2024-018 relating to Énergir's proposal to ensure that, as of April 1, 2024, new connections to its network for certain customers be subject exclusively to gas from renewable sources (GRS). On May 20, 2026, the Superior Court overruled decision D-2025-025 and restored decision D-2024-007. In its decision D-2026-066 issued on June 26, 2026, the Régie de l'énergie suspended the effect of the amendments made to the *Conditions of service and Tariff* by decisions D-2024-007 and D-2024-018 for the period from April 1, 2024, to October 1, 2026, in particular to prevent them from having retroactive effect

On May 20, 2026, the Superior Court set aside Decision D-2025-025 and reinstated Decision D-2024-007. In Decision D-2026-066, issued on June 26, 2026, the Régie de l'énergie suspended the effect of the amendments made to the *Conditions of Service and Tariff* by Decisions D-2024-007 and D-2024-018 for the period from April 1, 2024, to October 1, 2026, notably to prevent them from having a retroactive effect. In Decision D-2026-110, issued on September 28, 2026, the Régie de l'énergie extended the suspension until September 30, 2027.

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SECTION I - APPLICATION

1. APPLICATION

1.1 APPLICATION

The provisions hereof establish the conditions of service and rates of Énergir, s.e.c. (the distributor) in its exclusive distribution territory.

1.2 INFORMATION

The distributor shall inform its customers of these conditions of service and the application of various services and rates. In addition, when new conditions of service or rates come into effect, the distributor shall inform its customers of them in writing. It shall also inform them of the availability of different rates, of their right to avail themselves of the most advantageous Distribution Rate and to obtain free of charge copy of the *Conditions of Service and Tariff*.

1.3 DEFINITIONS

In this document, the following terms shall have the meaning ascribed to them:

AGREED DELIVERY POINT

Physical or geographical location where natural gas is delivered:

- to the distributor, at a point specified in the customer-provided natural gas supply service contract agreement; or
- within the territory on Énergir's gas system or outside the territory (ex-territory) at a point specified at the time of the commitment to the nominated volume by a customer subject to Rate D_R.

BILLING ADDRESS

Address to which the customer's bill is sent.

CONNECTION

Connection of a new service address to the distribution system.

CONNECTION PIPELINE

Underground line belonging to the distributor connecting the distribution main to the connection point at the service address.

CONNECTION POINT

Point where the distributor's connection pipeline joins connects to the customer's pipes at the service address.

CONSUMPTION ZONE

Geographic zone extending from the point of interconnection with the TCPL/TQM system delimiting the portion of Énergir's system connected to that interconnect point.

CONTRACT

Agreement between a customer and the distributor for one or more natural gas services supplied by the distributor to a service address.

CONTRACT PERIOD

Period of one year or less between two agreed upon dates.

CONTRACT YEAR

Period of 12 months beginning on the date agreed upon in the written contract.

CUBIC METRE OF NATURAL GAS (m^3)

Quantity of natural gas contained in one cubic metre at an absolute pressure of 101.325 kilopascals and at a temperature of 15 degrees Celsius.

CUSTOMER

Any individual or legal person, partnership or body that has entered into a contract with the distributor.

CUSTOMER DELIVERY POINT

Point, immediately after the distributor's metering device, at which the distributor makes the natural gas available to the customer.

CUSTOMER GROUPING

Customers who form a group to purchase services provided for in the *Conditions of Service and Tariff*.

DAY

Unless otherwise specified, a 24-hour period beginning at 10:00 a.m. Eastern Standard Time (ET), in the absence of an agreed time.

DISTRIBUTION SYSTEM

Natural gas distribution system as provided in the *Act Respecting the Régie de l'énergie*. (R.S.Q., c. R-6.01).

DOMESTIC USE

Utilization of the natural gas service for applications related exclusively to the occupation of a personal residence or of apartments in a housing cooperative or non-profit housing organization, or to the use of common areas in a condominium.

EMITTER

A person or a municipality qualifying as an emitter within the meaning of Article 2 of the *Regulation respecting a cap-and-trade system for greenhouse gas emission allowances* (chapter Q-2, R. 46.1) and having completed and transmitted to Énergir an initial declaration indicating that it is an emitter within the meaning of section 2 of said Regulation.

FIRM SERVICE

Uninterrupted natural gas service.

FIXED-PRICE SUPPLY AGREEMENT

Supply service from a specific supplier chosen by the customer, allowing the latter to set the price of the traditional natural gas or the gas from renewable sources supply for a given period, given the agreed-upon price with the supplier to Énergir and taking into consideration the customer's consumption.

GAS FROM RENEWABLE SOURCES

Has the meaning assigned to it in the Act respecting the Régie de l'énergie.

GROSS HEATING VALUE

The total number of joules produced by the full combustion, at a constant pressure, of one cubic metre of natural gas in contact with air, under conditions such that the natural gas is free of water vapour; that the natural gas, air and combustion products are at normal temperature, and that all water produced by the combustion is condensed to a liquid state.

INVENTORY

Natural gas supply and transportation held in inventory by the distributor and necessary for serving the customer during the contract year.

LOAD FACTOR

Ratio of average annual daily load to peak daily load.

METERING DEVICE

Any device or combination of devices used to measure the natural gas withdrawn or injected by the customer, including in particular a meter, with or without a remote reading device, or a chromatograph.

METERING POINT

One metering device, or more than one if the distributor deems appropriate to use more than one, measuring the natural gas withdrawn by a single customer and serving one or more buildings or facilities located at a single site occupied by that customer or measuring the natural gas injected by a customer.

MINIMUM ANNUAL OBLIGATION (MAO)

It can either be:

- A minimum annual volume of natural gas, for each contract year, that a customer agrees to pay for, in accordance with the *Conditions of Service and Tariff*, whether or not it withdraws or injects the natural gas; or
- A minimum income, for each tariff year, that the customer undertakes to pay, in accordance with the text of the Conditions of Service and Tariff.

MULTIPLIER FACTOR

The coefficient applied to the measurement of the volume of natural gas withdrawn or injected by a customer, in order to take account of the characteristics of the metering device.

NATURAL GAS SERVICE

One or more of the distributor's following services: natural gas supply service, transportation service, load-balancing service and distribution service.

NATURAL GAS

Has the meaning assigned to it in the Act of the Régie de l'énergie and includes gas from renewable sources as define in the Act of the Régie de l'énergie.

NOMINATED VOLUME

Volume the customer agrees to inject in the distribution network during a day at an agreed delivery point.

NORMALIZED ANNUAL CONSUMPTION

Average annual volume of the last 24 months after normalization.

NORTHERN ZONE

The Abitibi-Témiscamingue region served by the distributor.

PAYMENT AGREEMENT

Agreement between a customer and the distributor to spread the payment of unpaid amounts owing on the due date over a period of time and to provide for full payment of the bills issued during the period covered by the agreement.

PERCENTAGE OF GAS FROM RENEWABLE SOURCES PRESCRIBED BY THE REGULATION

Percentage of gas from renewable sources that Énergir must deliver as defined in the *Regulation respecting the quantity of gas from renewable sources that must be delivered by a distributor.*

PRESSURE FACTOR

The coefficient applied to the measurement of the natural gas volume withdrawn or injected by a customer in order to take account of atmospheric pressure and delivery pressure.

PRICE OF NATURAL GAS TRADED AT IROQUOIS

Price of natural gas according to the "Daily price survey" indicator published by Platts in Gas Daily under "Canadian Gas: Iroquois, receipts; Midpoint; Flow Date(s)."

RECEIPT POINT

Physical location where producers' facilities connect to Énergir's connection pipelines to move natural gas to the gas system.

RECOGNIZED MARGINAL REDUCTION

When a customer participates in an energy efficiency program under the Global Energy Efficiency Plan (GEEP), the recognized marginal reduction is evaluated by calculating the difference between the typical consumption following the implementation of a higher-efficiency measure and the consumption following the implementation of a standard measure. This recognized marginal reduction and the period for which it will be recognized will be included in the contract documents governing the customer's participation in the energy efficiency program.

SERVICE ADDRESS

Address that is or will be connected to the distribution system, including the receipt point.

SOUTHERN ZONE

The territory served by the distributor with the exception of the Northern zone.

TARIFF

The schedule of rates and rate conditions applicable to the customer and the distributor, as set out in Sections III and IV.

TCPL/TQM TRANSPORTATION

Transportation of natural gas within Énergir's territory between different consumption zones or outside Énergir's territory, via the TCPL/TQM transmission system.

TRADITIONAL NATURAL GAS

Refers to natural gas, excluding gas from renewable sources as defined in the Act of the Régie de l'énergie.

UNAUTHORIZED WITHDRAWALS DURING INTERRUPTIONS

All natural gas withdrawals at a service address not respecting the terms of the interruption notice issued by the distributor under Article 14.4.6 (4°).

VOLUME DEFICIT

Portion of the minimum volume not withdrawn by a customer.

VOLUMES DELIVERED OUTSIDE THE TERRITORY

Delivery of natural gas to a point of interconnection with the TCPL/TQM system.

VOLUMES DELIVERED WITHIN THE TERRITORY

Delivery of natural gas to Énergir's entire system.

WITHDRAWALS EXEMPT FROM THE CAP-AND-TRADE EMISSION ALLOWANCES SYSTEM SERVICE

The volumes of natural gas exempted from the cap-and-trade emission allowances system (CTEAS) service are those prescribed by the *Regulation respecting a cap-and-trade system for greenhouse gas emission allowances*.

To be exempted from the CTEAS service, these volumes must have been declared by the emitter in declarations received by the distributor no later than the third working day following the end of the month covered by the billing and as confirmed, at the end of each applicable calendar year, no later than January 31 of each year by sworn statement by the emitter, or if the emitter is a legal entity or a corporation, by an authorized officer thereof;

Also exempted are the volumes of natural gas withdrawn by an emitter and declared in a sworn statement submitted to the distributor no later than January 31 of each year, or if the customer is a legal entity or a corporation, by an authorized officer.

For the above volumes to be exempted from the CTEAS service, the aforementioned declarations must be approved by the Distributor's greenhouse gas (GHG) emissions auditor and the minister of Sustainable Development, Environment and the Fight against Climate Change (or its successor). It is understood that the CTEAS service applicable will be charged to the client if the auditor or the minister (or its successor) were to dismiss the client's declarations.

Notwithstanding the above, also exempted from the CTEAS service are the volumes of gas from renewable sources withdrawn.

WORKING DAY

Monday to Friday with exception of public holidays.

SECTION II - CONDITIONS OF SERVICE

2. DISTRIBUTION SYSTEM

2.1 DISTRIBUTION SYSTEM

The distributor shall determine the location of its distribution system, which includes the receipt point.

The distributor shall own the distribution system and shall supply, install, operate and maintain the distribution system up to the connection point or the receipt point.

No one other than the distributor or its authorized agent may at any time or in any way modify or alter its distribution system.

2.1.1 ACCESSIBILITY

The customer shall make the distribution system accessible to the distributor at any time and shall maintain the premises in a manner that permits the distributor to operate the distribution system in accordance with the applicable legislation.

When the customer refuses access to the distribution system of the distributor, the distributor shall send a written notice advising the customer of the intention to proceed to an interruption. The notice must be of at least 10 working days. At the expiration of the notice, the distributor may interrupt natural gas service.

After an interruption of service under this Article, the distributor invoices the reconnection charge set out in Article 16.1.8 to the customer upon the reconnection of the service.

2.1.2 RELOCATION OR MODIFICATION

A person who requests a relocation or modification of the distribution system must be the owner of the property where the service address is located or declare and warrant having, for this purpose, all the authorizations and permissions required from the owner of the premises. The applicant shall provide the distributor, upon request, with any evidence so attesting.

If the distributor relocates or modifies its distribution system following a request made under the preceding paragraph, the distributor will bill the applicant for the cost of work. The cost of work is determined based on the distributor's estimate, the details of which shall be provided to the applicant in advance, or on the actual cost of work. The method of billing the cost of work shall be determined when the relocation or modification request is made.

If a request to relocate or modify the distribution system is withdrawn, the distributor may bill the applicant if work has already been undertaken or completed. The amount shall then be based on the actual cost of work.

3. SERVICES

3.1 NATURAL GAS SERVICES

The distribution service shall be offered exclusively by the distributor in its territory, as provided in the *Act Respecting the Régie de l'énergie*. For any customer who is not registered as an emitter, the "cap-and-trade emission allowances system" (CTEAS) service shall be offered exclusively by the distributor in its territory.

Except for customers subject to the receipt rate, the following services may, at the option of the customer, be obtained from the distributor, or subject to Section III of the present document, obtained by the customer itself from one or more suppliers:

1. gas supply service, including make-up gas service;
2. transportation service;
3. load-balancing service.

The distributor shall provide these services by default, in accordance with Section III of the present document, unless the customer notifies the distributor of its intention to provide them itself.

3.2 CHOICE OF SERVICES

The conditions relating to a customer's obtaining services from the distributor or providing them itself are specified in Section III of the present document.

4. NATURAL GAS SERVICE REQUEST AND CONTRACT

4.1 NATURAL GAS SERVICE REQUEST

4.1.1 SERVICE REQUEST PROCEDURE

4.1.1.1 Address Connected to the Distribution System

The service request may be made to the distributor by telephone, mail, e-mail or fax or on the distributor's Internet site. If required by the distributor, the request shall be in writing where the applicant does not intend to occupy the address in question.

A service request by a customer subject to the receipt rate shall be made in writing.

4.1.1.2 Address not Connected to the Distribution System

The service request may be made to the distributor in the manner provided in Article 4.1.1.1 or to one of its representatives duly authorized for this purpose. The list of duly authorized representatives may be obtained from the distributor.

The applicant must be the owner of the property where the service address is located or declare and warrant having, for this purpose, all the authorizations and permissions required from the owner of the property. The applicant shall provide the distributor, upon request, any evidence so attesting.

4.1.2 CONDITIONS FOR ACCEPTANCE OF A SERVICE REQUEST

Acceptance of a service request by the distributor may be subject to:

1. payment of a deposit required in accordance with Article 8.1;
2. payment, in accordance with Chapter 7, of the amounts owing to the distributor by a customer if the customer continues to occupy the service address covered by the request after the date the natural gas is required.

4.1.3 FINANCIAL GUARANTEE FOR THE DISTRIBUTOR'S TRANSPORTATION SERVICE

4.1.3.1 Requirement

At the signing of the contract, and before the distributor reserves the necessary transportation capacity, the distributor may require a financial guarantee in the case of a new application wishing to use the distributor's transportation service whose peak daily projected consumption is of 300 000 m³/day and over.

Subsequent to the signing of the contract, the distributor may revise the amount of the financial guarantee provided in Article 4.1.3.2 depending on the particular circumstances of each case.

4.1.3.2 Amount

The financial guarantee amount that may be required by the distributor is determined based on the following formula:

Financial Guarantee t ($) = (Price Tt x Peak Annual Volume x 75%)

where: Price Tt = Price of Énergir's Transportation Service at year t
Peak Annual Volume = P x 365
P = Projected Peak Consumption

4.1.3.3 Retention Period

The distribution will retain the financial guarantee until the customer begins its consumption of natural gas.

4.1.3.4 Use of the Financial Guarantee

The distributor may use the financial guarantee to repay development costs incurred to obtain transportation capacity outside the territory.

4.2 INFORMATION TO BE PROVIDED FOR NATURAL GAS SERVICE REQUEST

4.2.1 INDIVIDUAL

1. Mandatory information
   a) Family name and given name
   b) Service address covered by the natural gas service request
   c) Billing address, if different from address covered by the natural gas service request
   d) Telephone number(s)
   e) Date for which service is requested
   f) Date of birth
   g) Other active accounts with the Distributor
   h) Last address occupied during the 12 months preceding the request
2. Optional information
   a) Fax number
   b) E-mail address
   c) Reading of the metering device

4.2.2 OTHER THAN AN INDIVIDUAL

1. Mandatory information
   a) Name
   b) Business name
   c) Service address covered by the natural gas service request
   d) Billing address, if different from address covered by the natural gas service request
   e) Telephone number(s)
   f) Name of contact person
   g) Date for which service is requested
   h) Other active accounts with the distributor
   i) Last address occupied during the 12 months preceding the request
2. Optional information
   a) Fax number
   b) E-mail address
   c) Reading of the metering device

4.3 SERVICE CONNECTION

4.3.1 COST OF WORK AND ECONOMIC INVESTMENT

If the service address is not connected to the distribution system, the distributor shall estimate the cost of the work required and the revenues generated by connection of the service address to the distribution system.

If a connection request is withdrawn, the distributor may bill the applicant if the work has already been undertaken or completed. The amount shall then be based on the actual cost of the work.

A connection request is withdrawn when:

1. the applicant notifies the distributor that it withdraws its connection request; or
2. the commissioning has not taken place within 12 months of the in-service date agreed upon in the contract, unless the applicant and the distributor enter into an agreement.

4.3.2 CONNECTION CHARGES

If the connection to the natural gas distribution system is requested for a service address to which Rate D_1 will be applicable and for which the projected annual volume will be less than 10,950 m^3, the connection charge set out in Article 16.1.1 shall be required from the applicant.

If the connection to the gas distribution system is requested by the real estate developer or the builder of the building where the service is required, the applicant shall then deemed to be the owner of the building when the service request is made.

These service connection charges shall be payable in a single payment or, if the applicant is a customer of the distributor, over a period of 24 months or, at the customer's request, in a single payment. If payment of the service connection charges is spread over 24 months and the contract ends before the service connection charges have been fully paid, the balance thereof shall be due immediately.

4.3.3 CHARGES FOR NON-STANDARD SERVICE CONNECTION

The charges for the connection of a service address set out in Article 16.1.2 shall be required from the applicant, when, at its request:

- the connection point is located more than 3 meters from the front corner of the building; or
- the length of the connection pipeline between the property line on which the building is located and the connection point exceeds 50 linear meters.

4.3.4 FINANCIAL CONTRIBUTION FROM THE CUSTOMER

If the revenues generated from connection of the service address to the distribution system do not allow the distributor to earn a return on its investment, based on the estimated cost of the work required, in accordance with the conditions approved by the Régie de l'énergie, the distributor must, on entering into the contract, agree with the customer on a financial contribution payable by the customer except in exceptional cases which will have to be justified *a posteriori* to the Régie. Any service connection charge under Article 4.3.2 shall be additional to this contribution. The distributor may also agree with the customer on a minimum annual obligation.

If a financial contribution is required, it shall be payable in a single payment before the work is started or paid in instalments over the contract term. The distributor shall provide the customer with the details of the financial contribution required.

If a financial contribution is required, the distributor and the customer shall agree before the work is started on matters including:

1. the amount of the financial contribution requested from the customer;
2. the terms of payment of the financial contribution requested from the customer;
3. the conditions for repayment, in whole or in part, of the contribution requested from the customer, where applicable.

The distributor may repay, in whole or in part, in accordance with certain profitability conditions set out in writing when the contract is entered into, the financial contribution paid by the customer to make the investment economic.

Notwithstanding the payment of a financial contribution by the customer, the distributor shall remain the exclusive owner of the distribution system.

4.4 LEAD TIMES REQUIRED BY THE DISTRIBUTOR TO PROVIDE NATURAL GAS DISTRIBUTION SERVICE

4.4.1 ADDRESS CONNECTED TO THE DISTRIBUTION SYSTEM

The natural gas shall be made available to the customer immediately if the metering device is not turned off or sealed.

If the metering device is turned off or sealed, the distributor will generally require one to five business days to establish service. However, service may be established later than that if the customer so requests or by reason of constraints relating to the metering device. In the case of metering-device-related constraints, the time required shall be determined for each case and the customer shall be notified of it.

If the service request is made following a service interruption requested by the customer, the distributor shall bill the customer for the service reconnection charge set out in Article 16.1.8.

4.4.2 ADDRESS NOT CONNECTED TO THE DISTRIBUTION SYSTEM

If the service connection requires only a connection pipeline to connect the service address to the existing distribution system, the time between the acceptance of the service request and the natural gas service being made available to the customer shall be:

1. 30 business days for the installation of an S6 or S20 metering device;
2. 40 business days for the installation of an S40 to S50 or R80 to R450 metering device.

However, service may be established later than that if the customer so requests or by reason of constraints relating to construction. In the case of construction-related constraints, the distributor shall notify the applicant.

If, in addition to the connection pipeline, the service connection requires work on the existing distribution system, the time required by the distributor shall be determined for each case and the applicant shall be notified.

If a request is submitted to the distributor for connection in less time than provided in the first paragraph according to the type of metering device, the charge for the reduction in the service connection time set out in Article 16.1.3 shall be required from the applicant.

4.5 FORM, FORMATION AND EFFECTIVE DATE OF CONTRACT

4.5.1 FORM

The contract shall be made in writing in the following cases:

1. the customer is billed Distribution Rate D_3, D_4, D_5 or D_R;
2. the customer is subject to a minimum annual obligation;
3. the customer has entered into a fixed-price agreement;
4. the customer has to pay a financial contribution to the distributor;
5. the customer who supplies its own natural gas supply service.

4.5.2 FORMATION AND EFFECTIVE DATE

The contract is formed when the distributor informs the new customer that it accepts the natural gas service request or for a written contract, at the moment of the signature. Service shall start on the agreed date.

If a contract with a customer has ended and no contract has been formed with a new customer for the service address, the owner of the property where the service address is located shall be deemed to have entered into a contract if it fails to inform the distributor of its intentions with respect to the natural gas service within 12 business days following delivery by the distributor of written notice to that effect. Then the contract is deemed formed on the date of termination of the former customer's contract.

If a contract with a customer has ended and no contract has been formed with a new customer for the service address and, the owner of the property where the service address is located informs the distributor he wishes to maintain the natural gas service within 12 business days following delivery by the distributor of written notice to that effect, the contract is therefore formed on the date of termination of the former customer's contract.

4.6 CONFIRMATION OF ACCEPTANCE OF THE NATURAL GAS SERVICE REQUEST

Following acceptance of the service request, the distributor shall provide to the customer in writing the mandatory information obtained, excluding the list of the customer's other active accounts, with an explanation that the meter reading provided by the customer, if any, may differ from the meter reading used for the billing.

The distributor shall also provide the following information in writing:

1. the applicable rate(s);
2. the amount and the terms and conditions of the financial contribution, if required;
3. information regarding payment methods available to the customer for paying its bill;
4. the fact that all customers at the same address are severally liable for full payment of the bills on which they are identified by name;
5. the fact that a contract that is not in writing shall remain in effect until resiliated by the customer or, as the case may be, by the distributor;
6. the requirement for a deposit, if applicable, and the conditions of repayment thereof.

4.7 CONTRACT TERM

If the contract is not in writing, it shall remain in force and effect until resiliated.

If the contract is in writing, its term shall be stated therein.

The distributor may require that the contract term be the same for all the services it provides.

The minimum term of a written contract shall be the term stated in the *Conditions of Service and Tariff* according to the applicable services.

The distributor may require transportation, load balancing and distribution contracts to mature on the same date and that a distribution contract cover the entire period of the other contracted services.

4.8 CONTRACT AMENDMENT

The customer shall be responsible for notifying the distributor of any change to the information provided since the natural gas service request.

The customer may also submit a request for a contract amendment. If the request complies with the *Conditions of Service and Tariff* and if it is economic and operationally possible for the distributor to accept it, the contract may be amended or replaced by a new contract.

If the revenues generated from the contract amendment do not allow the distributor to earn a return on its investment required by the contract amendment, based on the estimated cost of the work required, in accordance with the conditions approved by the Régie de l'énergie, the distributor may, when amending the contract or on entering into the contract, agree with the customer on a financial contribution payable by the customer. If a financial contribution is required, it shall be set in accordance with the terms and conditions provided in Article 4.3.4.

A written contract may not be amended verbally.

In each case provided in this Article, the confirmation referred to in Article 4.6 shall not be sent to the customer.

4.9 CONTRACT TERMINATION

4.9.1 WRITTEN CONTRACT

The contract is terminated on the date specified.

Notwithstanding the foregoing, the distributor may resiliate the contract if the customer has interfered with the distributor's pipes, mains, metering device or other device, or used the distributor's natural gas service without its consent.

4.9.2 OTHER CONTRACT

The customer may resiliate the contract by informing the distributor that it ceases or will cease receiving natural gas service. It may do so verbally and shall specify the time after which natural gas service is no longer required.

Where the customer does not inform the distributor that it ceases or will cease receiving natural gas service, the distributor may resiliate the contract at one of the following times:

1. when it sees the customer has ceased receiving natural gas service and that no other contract has been entered into for the service address; or
2. on the effective date of a new contract with a person requesting natural gas service for the service address in question, except in the case of a customer who owes an amount of money to the distributor and will continue to occupy the service address after the date the gas is required.

Notwithstanding the foregoing, the distributor may resiliate the contract if the customer has interfered with the distributor's pipes, mains, metering device or other device, or used the distributor's natural gas service without its consent.

4.10 FORCE MAJEURE

When the distributor suffers from a force majeure, it is relieved of its obligation to serve the customer and the customer is relieved of its minimum obligations and, where applicable, of the basic fee under Distribution Rate D_1 for the duration of the force majeure. Under all other circumstances, the customer must assume its minimum obligations, including situations where it suffers from a force majeure.

4.11 CHANGES TO CONDITIONS OF SERVICE AND TARIFF

Every contract shall comply with the *Conditions of Service and Tariff*, shall be subject to amendments to this document by the Régie de l'énergie and shall be deemed amended by such amendments.

5. MEASUREMENT

5.1 METERING DEVICES

5.1.1 METERING DEVICE BELONGING TO THE DISTRIBUTOR

The distributor shall determine the type of metering device to be used at the metering point or at the receipt point. It shall install, operate and maintain metering device to measure the natural gas withdrawn or injected by the customer.

5.1.2 LOCATION OF AND ACCESS TO THE METERING DEVICE

The distributor shall determine the location of its metering device.

The distributor shall hold, at no cost, all rights of entry, rights-of-way and rights of access to its metering device. The customer shall take the necessary steps to enable the distributor to exercise those rights at the following times:

1. At any time for reasons of safety;
2. Between 7:00 a.m. and 7:00 p.m. from Monday to Friday except for statutory holidays or at any other time agreed with the customer, for any other reason.

The customer shall not interfere with access to the distributor's metering device.

5.1.3 METERING DEVICE BELONGING TO THE CUSTOMER

The customer may install, operate and maintain on pipes belonging to it its own metering device at its own expense.

However, the customer's metering device shall be installed downstream from the distributor's metering device in the case of a customer subject to Rate D_1, D_3, D_4 or D_5 and upstream in the case of a customer subject to Rate D_R.

Customer's metering device shall be installed, operated and maintained in a manner that does not interfere with the distributor's activities.

5.2 MEASUREMENT OF VOLUME OF NATURAL GAS WITHDRAWN OR INJECTED

The metering device shall indicate the volume of natural gas withdrawn or injected by the customer, in either metric or imperial units. For billing purposes, imperial units shall be converted to metric units.

Depending on the type of metering device used, a multiplier factor and a pressure factor may also be applied.

5.3 READING OF METERING DEVICE

5.3.1 READING BY THE DISTRIBUTOR

The distributor shall choose the reading method to be used. The reading of the metering device may be done on site or by a remote device.

However, if the customer requests a reading method other than the one chosen by the distributor, the distributor may bill the customer for the actual costs incurred as a result of using the reading method requested by the customer.

5.3.2 FREQUENCY OF READINGS

The distributor shall read the metering device with all reasonable diligence using a method consistent with the efficient operation of its business.

The distributor shall read the metering device every two months.

However, in the case of a Rate D_1 customer that withdraws less than 1,000 m³ a year of natural gas, the distributor shall read the metering device every 12 months.

Furthermore, if the natural gas is billed at Rates D_4, D_5, D_R or D_3 and D_5 in combination, the distributor shall read the metering device every day. In the case where natural gas is billed at Rate D_3 without combination with Rate D_5, the distributor shall read the metering device every month.

5.3.3 READING BY THE CUSTOMER

When the distributor has not obtained a reading in accordance with Article 5.3.2, it may ask the customer to take the reading and communicate it to the distributor.

In addition, upon arriving at the service address and at the termination of the contract, the customer shall provide to the distributor, at the distributor's request, a reading of the metering device. Otherwise, the distributor shall estimate the volume withdrawn and the distributor may revise that estimate when the distributor obtains a reading of the metering device.

5.4 VOLUME OF NATURAL GAS WITHDRAWN OR INJECTED BY THE CUSTOMER

The volume of natural gas withdrawn or injected shall be calculated by determining the difference between two consecutive readings of the metering device. If the distributor does not obtain a reading of the metering device before the bill is issued, the distributor shall estimate the volume of natural gas withdrawn or injected by the customer.

5.5 DEFECTIVE METERING DEVICE

If the customer doubts the accuracy of the distributor's metering device, it shall so notify the distributor as soon as possible.

If the distributor determines that there is a defect in the metering device that may have an impact on the billing, it shall so inform the customer as soon as possible.

The customer or the distributor may, at any time, request verification of the metering device in accordance with the *Electricity and Gas Inspection Act*, R.S.C. 1985, c. E-4.

If the customer initiates a request for verification of the metering device, the distributor shall inform the customer of the reasons that lead not to doubt of the metering device accuracy, if any. If the customer maintains its request of verification and that the verification confirms the accuracy of the metering device within the allowed limits, the distributor is then authorized to bill it the fee stipulated in Article 16.1.4.

6. BILLING

6.1 BILLING METHODS

6.1.1 VOLUME OF NATURAL GAS BILLED

For billing purposes, the volume will be adjusted to a greater gross heating value of 37.89 MJ/m³.

The distributor shall bill the customer monthly for the actual or estimated volume of natural gas withdrawn or injected at the service address.

However, the distributor may bill every two months a customer billed at Rate D_1 who withdraws less than 1,000 m³ of natural gas per year.

The billing shall be based on the actual or estimated volume withdrawn or injected at each metering device. However, if the distributor uses more than one metering device at a single metering point or receipt point, the billing shall be based on the sum of the volumes withdrawn or injected at those metering devices as though there were only one.

When a customer, to whom a rate other than D_1 applies, has been billed on the basis of an estimated volume, its bill shall be revised and sent when the actual volume becomes known if the actual volume is less than the estimated volume.

6.1.2 CONTRACTUAL OBLIGATIONS

If applicable, the distributor shall bill the customer a minimum annual obligation and/or a financial contribution in accordance with Article 4.3.4.

If the customer asks the distributor to turn off and seal the metering device, the basic fee in section III of the present document shall cease to be billed after the turn-off date agreed by the customer and the distributor.

6.1.3 CORRECTION OF ERROR

If the customer notes an error on its bill, it shall so inform the distributor.

If the distributor notes or is informed of an error on the customer's bill, it shall analyse the bill and notify the customer of the results. If a correction is required, it shall issue a corrected bill. The corrected bill shall replace any other bill issued for the billing period in question.

If the correction results in an amount owing to the distributor by the customer, the customer may spread the payments over a period equal to the re-billed period without any late payment charge or interest as long as it complies with the agreed payment dates.

6.1.4 BILLING PERIOD COVERED BY THE CORRECTION

If the correction results in an amount owing to the distributor by the customer, the period covered by the retroactive correction may not exceed three years from the issue date of the corrected bill arising from the analysis referred to in Article 6.1.3.

However, the retroactive correction shall apply to the entire period affected by the error in the following cases:

1. The distributor was unable to read the metering device because it was unable to exercise its rights of access thereto and was also unable to obtain the reading from the customer in accordance with Article 5.3.3;
2. The customer has interfered with the distributor's pipes, mains, metering device or other device, or used the distributor's natural gas without its consent;
3. The error is the result of intentional damage to the distributor's metering device;

4. The customer was aware of the billing error or the defect in the metering device and failed to inform the distributor thereof;
5. The amount of the corrected bill, for the period covered by the retroactive correction is less than the amount of the corrected bill for the three-year period mentioned in the first paragraph.

Notwithstanding the foregoing, if the retroactive correction leads to an amount owing to the distributor by the customer, but the amount of the corrected bill for the three-year period starting on the issue date of the corrected bill results in an amount owing to the customer by the distributor, no corrected bill is issued.

If the retroactive correction results in an amount owing to the customer by the distributor, it shall cover the entire period affected.

6.2 BILLS

6.2.1 ISSUE

Except when a contract ends, the distributor shall issue the bill within a maximum of six business days following:

1. the last day of the month; or
2. the date the metering device was read.

6.2.2 TRANSMITTAL

The bill shall be sent to the customer the business day after it is issued.

6.2.3 DELIVERY

The distributor shall send the bill to the customer every month or every two months in accordance with Article 6.1.1.

The bill shall be sent by any means selected by the distributor, including by mail, unless the customer asks the distributor to send it electronically.

The customer may ask the distributor to group its bills for delivery. The distributor may bill the customer the actual costs of that service. If it does, the distributor shall notify the customer of the cost of that service before grouping the bills.

6.2.4 INFORMATION APPEARING ON THE BILL

The bill shall include at least the following items:

1. Distributor's telephone number
2. Telephone number in case of emergency
3. Billing date
4. Name of customer
5. Account number
6. Number of the metering device
7. Service address
8. Applicable rate
9. Period billed
10. Consumption, specifying whether actual or estimated
11. Total amount
12. Amount in arrears and late payment charge
13. Due date
14. Consumption history available, if applicable
15. Minimum annual obligation, if applicable
16. Amount and date of last payment
17. Amount of financial contribution requested from customer to make the investment economic, if applicable
18. Amount of deposit and interest paid, if applicable
19. Rate adjustment arising from any commercial program approved by the Régie de l'énergie, if applicable

7. PAYMENT

7.1 DUE DATE

There shall be at least 12 business days between the date the bill is sent and the due date shown thereon. However, if bills are grouped as provided in Article 6.2.3, the time elapsed may be less than 12 business days because each bill shall retain its own due date shown thereon.

The customer shall pay the total amount billed that appears on the bill no later than the due date shown thereon.

The customer may contact the distributor at any time to propose a payment agreement as provided in Article 9.1.

7.2 TERMS

7.2.1 PAYMENT METHODS

The customer shall pay its bill in Canadian dollars in one of the following ways:

1. Through a financial institution, by means including automatic withdrawal or by Internet;
2. By mail (for cheques and money orders);

A customer who wishes to use a credit card to pay its bill may do so through a third party accepting that method of payment, which will pay the distributor in accordance with one of the payment methods mentioned in identation 1 and 2 of the first paragraph, to the extent that no fees are charged to the distributor.

Regardless of the method of payment selected, the payment date shall be the date the distributor receives the payment from the customer or third party, if applicable.

The distributor shall bill the customer the charge provided in Article 16.1.5 for each payment not honoured by a financial institution, except in the case of an error for which the distributor is responsible.

7.2.2 COMPENSATION PROHIBITION

The customer may not, without the distributor's written consent, deduct from its payment an amount owed to the customer by the distributor or a customer claim against the distributor.

7.2.3 EQUAL PAYMENTS PLAN

The customer whose natural gas service is billed under Rate D_1 and who, when it so requests, does not have an unpaid balance at the due date, may avail itself, at any time and at no additional cost, of the equal payments plan.

The distributor shall determine the amount of the monthly instalments when the customer opts for the equal payments plan. The amount shall be based on the consumption history at the service address, the average temperature for the last five years, the price of natural gas service and the number of monthly instalments between the time the customer opts for the plan and the June or July renewal date.

The monthly instalment shall be revised at least once a year, on the June or July renewal date.

When the equal payments plan is renewed in June or July, any debit balance in excess of the monthly instalment shall be spread over the next 12 months and any credit balance that is equal to or less than the new monthly instalment shall be applied to the customer's next bill. A credit balance that exceeds the new monthly instalment shall be refunded by cheque or by deposit to the customer's bank account.

The distributor shall inform the customer in writing of the amount of the monthly instalment when it is established or revised, as applicable.

A customer who no longer wishes to avail itself of the equal payments plan shall so inform the distributor and may do so at any time without prior notice. Termination of the equal payments plan shall take effect on the customer's next bill.

The distributor may terminate the equal payments plan if the unpaid balance at the due date is equal to or greater than two monthly payments. The customer shall be informed of the termination of the equal payments plan by means of the bill.

7.3 LIABILITY

7.3.1 WRITTEN CONTRACT

All customers who have entered into a given contract shall be solidarily liable for full payment of the bills.

7.3.2 OTHER CONTRACT

All customers at the same service address shall be solidarily liable for full payment of the natural gas bills on which they are identified by name.

8. DEPOSIT

8.1 REQUIREMENT

If the distributor requires a deposit for one or more natural gas services at a service address, it shall inform the customer of the reasons for it.

The customer may satisfy the deposit requirement by paying a cash amount or by providing equivalent security in order to guarantee payment for natural gas services.

If the deposit is paid in cash and the customer is an individual, the individual shall provide its social insurance number. The distributor may use the social insurance number for tax purposes only.

8.1.1 DOMESTIC USE

8.1.1.1 Natural Gas Service Request

When service is requested, the distributor may require a deposit in the following cases:

1. The applicant fails to provide the following mandatory information in accordance with Article 4.2.1: family name and given name, date of birth and last address occupied in the 12 months preceding the request;
2. The applicant has in the past interfered with the distributor's pipes, mains, metering device or other device, has used the distributor's natural gas without its consent or has made a fraudulent payment.

8.1.1.2 During the Term of the Contract

The distributor may require a deposit in the following cases:

1. The customer's natural gas service has been interrupted by the distributor for non-payment of a bill on the due date;

   However, the distributor shall not require a deposit from a customer using natural gas for space heating if the service interruption for non-payment and the reconnection both occur between December 1 and March 1 of the following year;
2. The customer has in the past interfered with the distributor's pipes, mains, metering device or other device, has used the distributor's natural gas without its consent or has made a fraudulent payment.

8.1.2 OTHER USES AND CUSTOMERS SUBJECT TO RATE D_R

8.1.2.1 Natural Gas Service Request

When service is requested, the distributor may require a deposit in the following cases:

1. Following a credit check of the applicant, if the distributor considers it necessary;
2. The applicant has in the past interfered with the distributor's pipes, mains, metering device or other device, has used the distributor's natural gas without its consent or has made a fraudulent payment.

8.1.2.2 During the Term of the Contract

The distributor may require a deposit in the following cases:

1. The customer has failed to pay a natural gas bill on the due date during the previous 12 months;
2. The customer has in the past interfered with the distributor's pipes, mains, metering device or other device, has used the distributor's natural gas without its consent or has made a fraudulent payment;

3. At some point during the previous 24 months, the customer has availed itself of or was under the protection of the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, or the *Farm Debt Mediation Act*, S.C. 1997, c. 21;
4. The customer wishes to avail itself of the distributor's supply service;
5. Following a credit assessment of the customer, when the customer makes a request of modification to its facilities with the effect that its consumption is increased to the equivalent of the double of the last 12 months;
6. Following a credit assessment of a new customer, following an assignment of contract.

8.2 AMOUNT

The amount of the deposit required by the distributor shall be based on estimated or historical volumes withdrawn at the service address during a 12-month period or on the maximum contract capacity in the case of a customer subject to Rate D_R.

8.2.1 DOMESTIC USE

If the customer's service is interrupted for non-payment, in accordance with Article 9.4.3, for the first time in 12 months, the amount of the deposit shall not exceed the amount of the highest bill during a 12-month period.

In any other situation, the amount of the deposit shall not exceed the sum of the amounts of the highest two consecutive bills during a 12-month period.

8.2.2 OTHER USES

The amount of the deposit, taking into consideration all services offered by the distributor, shall not exceed the sum of the amounts of the highest two consecutive, historical or estimated, bills during a 12-month period.

8.2.3 CUSTOMERS SUBJECT TO RATE D_R

The amount of the deposit required by the distributor shall not exceed the amount equivalent to the minimum daily obligation for a 12-month period.

8.3 PAYMENT

The cash deposit shall be paid to the distributor in accordance with the payment methods specified in Article 7.2.1. The remittance of any other security shall be made in accordance with the terms and conditions thereof. The distributor shall confirm in writing the payment of the deposit.

If the metering device is turned off and sealed, the distributor may require the deposit to be paid before the metering device is unsealed and turned on by the distributor.

If the metering device is not turned off or sealed, the deposit shall be paid within the time indicated by the distributor, in accordance with Article 7.1.

The distributor shall transfer any cash deposit to a trust account.

The customer may contact the distributor at any time to propose a payment agreement as provided in Article 9.1.

8.4 RETENTION PERIOD

A deposit may be initially retained for:

1. 12 consecutive months or as long as the mandatory information set out in Article 4.2.1 has not been provided, in the case of a customer who uses natural gas for domestic use;
2. 36 consecutive months in the case of a customer who uses natural gas for any other use;
3. 60 consecutive months in the case of a customer subject to Rate D_R.

During the deposit retention period, if a final notice is sent to the customer, the distributor shall renew the deposit retention period for a period of 12 months if the new expiry date is later than the original expiry date of the retention period.

If, for a period of 12 consecutive months, the customer who uses natural gas for another use pays all of its bills by the due date specified therein, the deposit is returned in full, as provided in Article 8.6.2.

8.5 INTEREST ON CASH DEPOSIT

8.5.1 INTEREST RATE

The deposit shall produce interest that belongs to the customer.

The annual interest rate on the deposit shall be established on January 1 of each year based on the rate of non-registered and non-redeemable Guaranteed Investment Certificates (GICs) for a 12-month term offered to individuals, as published by the National Bank of Canada on the first bank business day of each year.

The distributor shall submit to the Régie de l'énergie, no later than January 30 of each year, a report showing the rate of the source of the information used to establish it.

8.5.2 PAYMENT OF INTEREST

During the deposit retention period, the distributor shall credit the interest produced by the deposit on the first bill issued at the beginning of each calendar year.

8.6 USE OR RETURN TO THE CUSTOMER

8.6.1 USE OF THE DEPOSIT

8.6.1.1 During the Term of the Contract

During a contract term and notwithstanding a customer's request to that effect, the distributor may not apply the deposit to a natural gas bill.

However, in the case of a service interruption for non-payment, as provided in Article 9.4.3, if the bill issued following the interruption for non-payment is unpaid on the due date, the distributor may, without prejudicing its other rights and recourses, apply the cash deposit or the proceeds from the realization of any other security provided by the customer to a bill unpaid by its due date.

8.6.1.2 On Termination of the Contract

If a contract is terminated as provided in Article 4.9, the distributor may, without prejudicing its other rights and recourses, apply the cash deposit or the proceeds from the realization of any other security provided by the customer to a bill unpaid by its due date.

After application to the unpaid bill, any balance from the cash deposit or other security shall be returned to the customer.

8.6.1.3 Customers Subject to Rate D_R

The distributor may, without prejudicing its other rights and recourses, apply in part the cash deposit or the proceeds from the realization of any other security provided by the customer to a bill unpaid by its due date. The proportion of the deposit thus applied shall be determined by the distributor. However, the residual amount of the deposit may not be less than the equivalent of the largest two consecutive bills of a 12-month period.

8.6.2 RETURN OF THE DEPOSIT

No more than 30 days after the deposit retention period has expired or the mandatory information set out in Article 8.1.1.1 has been complied with, the distributor shall refund to the customer by cheque or by deposit to the customer's bank account its total cash deposit with interest not yet credited or return the security it holds to the customer. If the amount to be refunded is lower than $5.00, the distributor will, at the customer's request, refund it by cheque or by deposit to the customer's bank account.

However, when a contract expires, the period for returning the deposit may be extended up to 10 business days to ensure payment is honoured.

9. COLLECTION

9.1 PAYMENT AGREEMENT

The customer may contact the distributor at any time to propose a payment agreement to spread the payment of the unpaid amounts owing on the due date over a period of time and to provide for full payment of the bills issued during the period covered by the agreement.

The distributor shall inform the customer of this possibility on any collection notice sent to it.

9.2 PAYMENT DEFAULT

The customer shall immediately pay in full any unpaid amount on the due date.

9.3 LATE PAYMENT CHARGE

The late payment charge for which the rate is set out in Article 16.1.6 shall be added each month to the unpaid balance from the day following the due date.

9.4 COLLECTION PROCEDURES

With the exception of the cases specifically covered by the *Act respecting the mode of payment for electric and gas service in certain buildings*, R.S.Q., c. M-37, the collection procedures for non-payment on the due date shall be as follows.

9.4.1 COLLECTION NOTICES

1. Reminder

   If a bill remains unpaid after the due date, the distributor shall send a written reminder to the billing address or communicate a reminder by telephone.

2. Final Notice

   If a bill remains unpaid following the reminder, the distributor shall send a final written notice under separate cover to the billing address using a method that provides proof the notice was sent. The notice shall inform the customer that unless payment is made, natural gas service may be interrupted.

   Before interrupting service for non-payment between December 1 and March 1 of the following year, the distributor shall contact a domestic-use customer who uses the natural gas for space heating to propose a payment agreement.

9.4.2 COLLECTION VISIT

If the bill is not fully paid following the final notice and there is no payment agreement or a payment agreement has not been complied with, the distributor may visit the service address to collect the amounts due on the date of that visit. Article 9.4.2 does not apply to customers subject to Rate D_R.

The distributor may make such a collection visit from 8:00 a.m. to 8:00 p.m., from Monday to Saturday.

Between December 1 and March 1 of the following year, the distributor may make a collection visit to the service address of a domestic-use customer who uses the natural gas for space heating, to propose a payment agreement.

Following a collection visit, the collection charge provided in Article 16.1.7 shall be billed to the customer who pays its bill before service is interrupted.

9.4.3 INTERRUPTION FOR NON-PAYMENT

At the time of the collection visit, or in the case of customers subject to Rate D_R, after the sending of a final notice pursuant to Article 9.4.1, if the amount required in the final notice or agreed to under a payment agreement remains unpaid, the distributor may interrupt natural gas service. In that event, the distributor shall ask the customer to notify the owner of the property affected by the interruption, if applicable.

However, between December 1 and March 1 of the following year, the distributor may interrupt the natural gas service of a domestic-use customer who uses natural gas for space heating only in the following cases:

1. The customer and the distributor have not entered into a payment agreement; or
2. The customer is not complying with the payment agreement entered into with the distributor.

9.5 RECONNECTION

Following a service interruption for non-payment, the distributor shall reconnect the service when the customer pays the amounts due and the reconnection charge set out in Article 16.1.8 and provides any deposit required.

In the event that a new contract comes into effect with a person requesting service for a service address affected by the interruption for non-payment, the reconnection charge pursuant to Section 16.1.8 may be billed to the customer causing the interruption for non-payment notwithstanding the end of the distribution contract to which he was a party.

SECTION III - TARIFF

10. OPTIONS AVAILABLE TO CUSTOMERS

10.1 SERVICE OPTIONS

Subject to Article 17.2.2, a customer's choice of services, as provided in Chapter 3, is subject to certain advance notices. Under certain conditions, it may be possible for the distributor to accept the customer's request on shorter notice; however, the rate impact of such request on all customers could justify refusal of the request.

A customer who uses the distributor's natural gas supply service must, for the equivalent volumes, use all of the distributor's services except for the "cap-and-trade emission allowances system" service for which the withdrawals of a customer can be partially or totally exempted.

A customer who provides its own transportation service must, for the equivalent volumes, at the same time provide the natural gas it withdraws at its facilities.

A customer who uses the distributor's natural gas supply service shall be subject, by default, to the variable price of natural gas supply not determined by a fixed-price supply agreement.

10.2 COMBINATION OF CUSTOMER'S AND DISTRIBUTOR'S SERVICES

A customer may not, at a single metering point, for either natural gas supply and transportation service, including make-up gas service, simultaneously use the distributor's services and provide its own services.

In addition, a customer who wishes to supply the distributor with the natural gas it withdraws at its facilities may not combine supply service with transfer of ownership and supply service without transfer of ownership.

Exceptionally, however, a customer who uses firm service as well as interruptible service at a single metering point shall be entitled to use its own transportation service for the firm portion of its load while using the distributor's transportation service for the interruptible portion. In addition, a customer using "Make-up Gas Service to Avoid an Interruption" may combine its own natural gas supply and transportation services with those of the distributor for this make-up portion of its load.

Also, a customer who provides, in part, natural gas from renewable sources at a single metering point shall be entitled to:

1. use the distributors' supply service as well as its own supply service: when this gas from renewable sources is produced within the franchise, a customer shall be entitled, furthermore, at a single metering point, to use the distributor's transportation service as well as, for the gas from renewable sources produced within the franchise, its own transportation service.

   The natural gas then provided by a customer must be "with transfer of ownership".

2. use the gas from renewable sources supply tariff for the distributor's supply service as well as supply its own service of traditional natural gas. The volume of traditional natural gas supplied by the customer during each contractual period must correspond to the total volume of supply that he intends to withdraw during the same period.

   For direct purchase supply customers without transfer of ownership, during each contract period, Énergir will apply to the customer's monthly bill a credit equivalent to the price of network gas for that month multiplied by the volume consumed in gas from renewable sources by the customer.

3. Use both the distributor's transportation service for the traditional natural gas portion of its consumption and provide its own transportation service for the renewable natural gas portion.

10.3 Combinations of Services

A customer who uses the distributor's natural gas supply service must, for the equivalent volumes, at the same time use the distributor's transportation and load-balancing services.

A customer who wishes to use the "Competitive Make-up Gas" service must use the transportation supplied from time to time by the distributor.

A customer who provides the transportation service needed to move the natural gas it withdraws at its facilities to the distributor's territory must, for the equivalent volumes, at the same time supply the distributor with the natural gas it withdraws at its facilities.

10.4 Customer Grouping

Customers may form a group to provide their natural gas supply service. Subject to Article 17.2.1, customers may form a group to provide their transportation and load-balancing services if they are all related persons, each to all the others, within the meaning of the *Taxation Act,* R.S.Q., c. I-3. In the latter case, the customer grouping shall also apply to natural gas supply service.

For all customer groupings, only the monitoring of volume imbalances shall be carried out for all of the grouped metering points as if there were a single metering point. Billing for all of the distributor's services, including billing of volume imbalances, will continue to be made on an individual basis in accordance with each service's rate provisions.

No grouping of customers is permitted at the distribution service

11. SUPPLY

11.1 DISTRIBUTOR'S SERVICE

11.1.1 APPLICATION

For any customer who wishes to purchase from the distributor the natural gas it withdraws at its facilities.

A customer whose normalized annual load is between 7,500 m³ and 1,168,000 m³ may enter into a fixed-price supply agreement with the distributor.

11.1.2 NATURAL GAS SUPPLY RATE

11.1.2.1 Natural Gas Supply Price

For each m³ of volume withdrawn, the traditional natural gas supply price, as of October 1, 2024, is 9.738¢/m³. The price may be adjusted monthly to reflect actual cost of acquisition.

For each m³ of volume withdrawn, the gas from renewable sources supply price, as of October 1, 2024, is 85.818¢/m³.

When a customer enters into a fixed-price supply agreement with the distributor, in writing, within the allowed timeframe, the specific gas supply price shall be the cost of acquisition of the natural gas from the specific supplier in accordance with the customer's commitment under the agreement. The distributor does not guarantee the fixed gas supply price agreed upon with the specific supplier. The customer is billed this specific price commencing on the day deliveries from the specific supplier begin and for as long as these deliveries continue. Should the specific supplier no longer be able to meet its commitments to the distributor, the customer will be transferred to the distributor's variable-price natural gas supply service once the natural gas already delivered by the specific supplier for the customer in question has been fully used.

11.1.3 TERMS AND CONDITIONS

11.1.3.1 Daily Contract Volume (DCV)

For a customer who has entered into a fixed-price supply agreement with the distributor, the DCV is the volume the specific supplier agrees to deliver to the distributor over the course of one day at an agreed upon delivery point. The DCV is agreed on the basis of the estimated average daily volume for the contract period.

For purposes of load balancing of customers grouped by the specific supplier, the individual DCVs shall be those provided by the specific supplier, failing which they shall be prorated according to the estimated volumes for the contract period.

11.1.3.2 Prior Notice of Entry

A customer who wishes to avail itself of the distributor's traditional natural gas supply service must so notify the distributor in writing at least 60 days in advance.

On shorter notice, the customer may avail itself of the distributor's traditional natural gas supply service only if it is operationally possible for the distributor to provide it.

11.1.3.3 Prior Notice of Withdrawal

Subject to Article 11.1.3.6, a customer who wishes to opt out of the distributor's traditional natural gas supply service must so notify the distributor in writing at least 60 days in advance.

Notwithstanding the foregoing, the customer must have used the distributor's traditional natural gas supply service for a minimum of 12 months prior to retiring from the service.

11.1.3.4 Prior Notice of Commitment to a Fixed-Price Supply Agreement

A customer who wishes to enter into a fixed-price supply agreement with the distributor must so notify the distributor in writing at least 60 days, but no more than 120 days, in advance.

In addition, a customer who is currently using the distributor's natural gas supply service may enter into a fixed-price supply agreement with the distributor provided the customer has used the distributor's natural gas supply service:

1. for a minimum of 12 months;
2. for a minimum 12 months in addition to the number of months remaining under the fixed-price supply agreement when it is cancelled if the customer uses the distributor's natural gas supply service after terminating its fixed-price supply agreement before the end of the agreed term.

On shorter notice, the customer would be entitled to enter into a fixed-price supply agreement with the distributor only if the distributor agrees to it.

11.1.3.5 Gas from Renewable Sources

Terms and conditions for subscribing and modifying the consumption of the supply service

A customer who wishes to make or modify the portion of its consumption subject to the gas from renewable sources supply rate must submit a request in writing to the distributor at least 60 days in advance, indicating the targeted consumption percentage. Inside the notice period requested, the customer may consume the quantity of gas from renewable sources requested only if it is possible for the distributor to accept it.

A customer who wishes to subscribe to the gas from renewable sources supply rate may commit to consuming gas from renewable sources for a predetermined quantity and duration of a minimum of 12 months by waiving the possibility of terminating its subscription with a 60 days notice.

11.1.3.5.1 Volumes Acquired in Excess of the Percentage of Gas from Renewable Sources by the Regulation Respecting the Quantity of Gas from Renewable Sources to be Delivered by a Distributor

In the event that volumes of gas from renewable sources must be acquired in excess of the percentage of gas from renewable sources prescribed by the *Regulation respecting the quantity of gas from renewable sources to be delivered by a distributor* in order to specifically meet the demand of a customer wishing to subscribe to the gas from renewable sources supply rate, the distributor shall require that a contract be concluded with the customer, including a minimum annual obligation as defined in Article 11.1.3.7, if the customer's demand for gas from renewable sources is more than 1 Mm^3 or if the acquisition of the specific volume for the customer has an impact of more than 1% on the gas from renewable sources supply rate in effect.

11.1.3.5.2 List of Demand and Attribution of New Units

Despite the foregoing at the present Article 11.1.3.5, any new qualification or increase of consumption percentage subject to the gas from renewable sources rate will be given only if it is operationally possible for the distributor to supply the gas from renewable sources to the customer. If it is not operationally possible to provide gas from renewable sources to a customer, the customer will be registered to the request list on a first-come, first on the list basis. Thereafter, the allocation of new available gas from renewable sources units will be made according to the following terms and conditions:

- For the customers whose service address is associated with a single-family home, duplex our triplex, 50,000 m^3 will be allocated, according to the ranks on the lists;
- For the other customers, the units will be allocated according to the ranks on the list:
  - During the first round, in maximum tiers of 50,000 m^3;
  - During the second round, up to a percentage of consumption targeted by the customer.

11.1.3.5.3 Terms of the Financial Settlement

In the event the distributor is unable to supply the percentage of gas from renewable sources targeted by the customer, the distributor may transfer part of the customer's consumption at the traditional natural gas supply rate and settle the price difference through a financial settlement.

The financial settlement doesn't apply to customers whose natural gas consumption is 100% gas from renewable sources or who have committed to the distributor to consume gas from renewable sources for a predetermined quantity and duration, except in the case where the volumes of gas from renewable sources sold to these customers exceed the volumes of gas from renewable sources available for sale. The calculation of the financial settlement is made at the end of the rate year. The average supply and CTEAS prices for the period October 1 to September 30 are used to determine the financial settlement amount.

The financial settlement is calculated as follows:

*Financial settlement volumes * (Average price of traditional natural gas supply + Average price of CTEAS – Average price of gas supply from renewable sources)*

where:

Volumes financial settlement =

$$\frac{Quantity\ of\ gas\ from\ renewable\ sources\ charged\ to\ the\ customer}{(Quantity\ of\ gas\ from\ renewable\ sources\ charged\ to\ the\ customers\ subject\ to\ financial\ settlement * Quantity\ of\ gas\ from\ renewable\ sources\ charged\ in\ excess\ of\ available\ inventories)}$$

11.1.3.5.4 Prior Notice of Withdrawal

A customer who wishes to withdraw from the distributor's gas from renewable sources supply rate must notify the distributor in writing at least 60 days in advance. However, a customer under contract with the distributor for a predetermined quantity and duration may not withdraw from the gas from renewable sources supply rate or reduce the portion of its consumption subject to that rate before the end of its contract.

11.1.3.5.5 Customer Engaged with the Distributor in a Fixed Price Supply Agreement

For the customer engaged with the distributor in a fixed price supply agreement and for whom a portion of his consumption is subject to the rate for the supply of gas from renewable sources, Énergir will apply an adjustment to the customer's monthly bill. The adjustment is calculated as follows:

(Fixed price supply agreement price – Traditional natural gas supply price)
** Volumes of gas from renewable sources consumed*

11.1.3.6 Contract Term

Any written traditional natural gas supply service contract must be for a minimum of 12 months.

11.1.3.7 Minimum Annual Obligation (MAO)

The volume of gas from renewable sources withdrawn in each contract year must be at least equal to the applicable MAO for the same period.

11.1.3.7.1 Establishment of MAO

The MAO is equal to the quantity of gas from renewable sources predetermined annually, as defined in the engagement with the distributor, multiplied by 75%.

11.1.3.7.2 Volume Deficiency Billing

If, at the end of a contract year, the customer has withdrawn a volume that is less than its MAO, the customer will be billed for the deficiency volume at the price in the second paragraph of Article 11.1.2.1 less the price in the first paragraph of Article 11.1.2.1 and the price in Article 15.1.2.1.

11.1.3.8 Transfers of Volumes of Gas from Renewable Sources Held by the Distributor

Énergir can provide a customer who requests it with a list of production sites for which it has a quantity of unsold gas from renewable sources in inventory, indicating the available volumes and their respective carbon intensity.

If the customer reaches an agreement with a producer registered on this list, Énergir may agree to transfer to the producer, for final consumption free of charge and for a fixed period, its right to acquire an available quantity of gas from renewable sources with this producer. This transfer is conditional on it not having an upward impact on the projected weighted average purchase cost of gas from renewable sources, and this for each year of the transfer, i.e. the first input of the supply price indicated in the second paragraph of Article 11.1.2.1.

The agreements necessary to carry out this transfer of volumes of gas from renewable sources must hold Énergir's customers harmless from any default that may arise as a result of this transfer. The volumes of gas from renewable sources transferred will be treated as direct purchase volumes provided for in Section 11.2.

11.1.3.9 Natural Gas Quality

The monthly average gross heating value of the natural gas delivered shall be at least 36.00MJ/m³ unless the customer and the distributor agree on a lower value.

11.2 CUSTOMER-PROVIDED SERVICE

11.2.1 APPLICATION

For any customer who wishes to supply the distributor with the natural gas it withdraws at its facilities.

11.2.2 RATE

11.2.2.1 Service Price

With transfer of ownership: The distributor purchases the natural gas from the customer at the distributor's natural gas supply price at the time of delivery at an agreed delivery point and resells the natural gas to the customer at its facilities at the natural gas supply price in effect at the time.

Without transfer of ownership: The distributor receives the natural gas from the customer at an agreed upon delivery point and delivers it to the customer at its facilities. The customer shall not be billed for the price of the distributor's natural gas supply service.

11.2.3 TERMS AND CONDITIONS

11.2.3.1 Daily Contract Volume (DCV)

The DCV is the volume the customer agrees to deliver to the distributor over the course of one day at an agreed upon delivery point. The DCV is agreed on the basis of the estimated average daily volume for the contract period.

For purposes of individual billings of grouped customers' volume imbalances and load balancing, the individual DCVs shall be those provided by the grouped customers, failing which they shall be prorated according to the estimated volumes for the contract period.

11.2.3.2 Adjustment of Daily Contract Volumes (DCVs)

11.2.3.2.1 Prior Notice

DCVs may be adjusted only when it is economic and operationally possible for the distributor to agree to the adjustment.

A customer must address its request for a DCV adjustment to the distributor as soon as possible and no later than 10:00 a.m. (ET) on the day preceding the day on which the adjustment would take effect. On shorter notice, the DCVs can be adjusted only if the distributor agrees to it.

11.2.3.2.2 Conditional Adjustment

Before accepting a DCV adjustment request, the distributor may require that the customer agree to adjust its load proportionally. In the absence of a proportional load adjustment, the customer's DCV shall be considered non-adjusted and the customer's bill shall be based on this non-adjusted DCV.

11.2.3.2.3 Anticipated Contract-Period Volume Imbalance

If the distributor anticipates that the customer will have a volume imbalance of more than 5% at the end of the contract period, it may require the customer to adjust its DCV or load in order to avoid such imbalance.

11.2.3.3 Volume Imbalances

11.2.3.3.1 Daily Volume Imbalances

A daily volume imbalance occurs when the customer delivers, over the course of one day, a volume of natural gas different from what it has agreed to deliver (DCV). When the volume delivered exceeds the DCV, there is a delivery overage; when the volume delivered is less than the DCV, there is a delivery shortage.

The delivery overage is purchased by the distributor, and the delivery shortage is sold to the customer, at the following price:

1. from 0% to 2% of the initial DCV:
   a) the distributor's natural gas supply price plus, as applicable, the distributor's transportation price;
2. above 2% of the initial DCV:
   a) the lower, in the case of an overage, or the higher, in the case of a shortage, of:
      - the distributor's natural gas supply price, and
      - the market price for the same service at the time the imbalance occurred;
   b) this price shall be increased, as applicable, by the lower, in the case of an overage, or the higher, in the case of a shortage, of:
      - the distributor's natural gas supply price, and
      - the market price for the same service at the time the imbalance occurred;
   c) in addition, the distributor shall bill the customer for all additional costs incurred to manage the delivery overage or shortage.

Notwithstanding the existence of a daily volume imbalance, the volume the customer has agreed to deliver, the initial DCV, shall continue to be used, as applicable, to calculate the contract-period volume imbalance and to bill the load-balancing service.

In the case of a customer who supplies the distributor with the natural gas it withdraws at its facilities, with or without transfer of ownership, the delivery overage under a "Make-up Gas to Avoid an Interruption" contract is transferred to the regular supply contract. The transportation service related to this delivery overage is purchased by the distributor on the terms and conditions described above.

Exceptionally, when a customer uses natural gas from renewable sources produced within the franchise, the delivery overage associated with the purchase of this natural gas from a renewable source is purchased by the distributor and the delivery shortage is sold to the customer, at the distributor's natural gas supply and transportation price.

11.2.3.3.2 Contract-Period Volume Imbalances

A contract-period volume imbalance occurs when the customer withdraws, during the contract period, a volume of natural gas different from what it has agreed to deliver (sum of the DCVs).

When a customer uses at a single metering point both the distributor's natural gas services and gas from renewable sources, the volume withdrawn considered in the parameter calculations of the contract-period volume imbalances is the gas from renewable sources volume in the customer's supply contract.

A customer who is not subject to a "Competitive Make-up Gas" contract can choose one of the following two options:

1. Financial settlement of the volume imbalance at the end of the contract period; or
2. Carry-forward, over the 12 months of the following contract period, of a volume imbalance of up to 5% of the volume withdrawn during the contract period; any excess over 5% of the volume withdrawn must still be settled financially.

The choice must be made by written notice to the distributor before the start of the supply contract. If written notice is not provided, any volume imbalance will be settled financially at the end of the contract period.

Notwithstanding a customer choice to carry forward, the distributor may require financial settlement of the volume imbalance at the end of the contract period if the customer represents a financial risk.

A customer subject to a "Competitive Make-up Gas" contract must settle financially the volume imbalance for the contract period.

When the volume withdrawn is less than the sum of the DCVs, there is a delivery overage; when the volume withdrawn exceeds the sum of the DCVs, there is a delivery shortage.

The delivery overage is purchased by the distributor, and the delivery shortage is sold to the customer, at the following price:

1. <u>from 0% to 5% of the volume withdrawn</u>:
   a) if the customer chose the financial settlement option:
      - the distributor's average natural gas supply price during the contract period plus, as applicable, the average transportation price during the contract period;
   b) if the customer chose to carry forward the volume imbalance:
      - no purchase or sale, as this portion is transferred to the following contract period;
2. <u>above 5% of the volume withdrawn</u>:
   a) To the lesser, in the case of a surplus, or to the greater, in the case of a deficit:
      - of the average price of supply of natural gas from the distributor during the contractual period, and
      - of the average market price of this same service durint the contractual period.
   b) this price shall be increased, as applicable, by the lower, in the case of an overage, or by the higher, in the case of a shortage, of:
      - the distributor's average transportation price during the contract period, and
      - the average market price for the same services during the customer's contract period;
   c) in addition, the distributor shall bill the customer for all additional costs incurred to manage the delivery overage or shortage.

Exceptionally, when a customer uses natural gas from renewable sources produced within the franchise, the delivery overage or the delivery shortage associated with the purchase of this natural gas from a renewable source shall be exempted from the contract-period volume imbalances rules in this Article.

11.2.3.3.3 Residual Billing of Certain Imbalances

In the case of a delivery overage, a customer providing its own natural gas supply service with transfer of ownership, whose natural gas delivery overage has already been purchased by the distributor at the distributor's natural gas supply price, shall be billed only the difference between the price already paid by the distributor and the price resulting from the application of Articles 11.2.3.3.1 and 11.2.3.3.2.

In the case of a delivery shortage, a customer providing its own natural gas supply service with transfer of ownership, and, as applicable, using the distributor's transportation service, whose natural gas delivery shortage has already been billed by the distributor at the natural gas supply price and, as applicable, at the distributor's transportation price, shall be billed only the difference between the price already charged by the distributor and the price resulting from the application of Articles 11.2.3.3.1 and 11.2.3.3.2.

11.2.3.3.4 Billing of Volume Imbalances in the Case of Customer Groupings

The daily or contract period volume imbalance of grouped customers, as applicable, is prorated according to their respective volumes withdrawn during the contract period. The volume imbalance is then billed individually to the customers in accordance with the provisions of Articles 11.2.3.3.1, 11.2.3.3.2 and 11.2.3.3.3.

The volume imbalance may be billed to a single member of a customer grouping if requested in writing by the same member.

11.2.3.3.5 Exchange of Volume Imbalances among Customers

Customers may exchange their volume imbalances among themselves provided they notify the distributor before the latter has billed them.

11.2.3.3.6 Compensation

In the event a customer defaults on payment of any amount related to natural gas supply, the distributor has the right to offset it against any amount the distributor owes the customer.

11.2.3.4 Prior Notice of Entry

Subject to Article 11.1.3.5, a customer who wishes to supply the distributor with the natural gas it withdraws at its facilities must notify the distributor in writing at least 60 days in advance.

Notwithstanding the foregoing, the customer must have used the distributor's supply service for a minimum of 12 months prior to retiring from the service.

11.2.3.5 Customer Obligations

A customer must:

1. be the actual owner and end-user of the natural gas;
2. ensure the security of its supply. In particular, in the event that a supplier cease its deliveries, the customer shall, within a period not exceeding the last day of the month following the knowledge of the facts, identify a new supplier. The customer will be transferred to the distributor's natural gas supply service upon failure to provide the identification within the prescribed period and will be subject to Article 11.1.3.5;
3. provide to the distributor all information related to the volume it intends to withdraw at its facilities, by distinguishing the volumes of gas from renewable sources from the volumes of traditional natural gas, in order to allow the distributor to adequately plan, manage and control all volumes carried in its distribution system;
4. agree that the natural gas it withdraws will be a mixture of the natural gas it sold or delivered to the distributor with any other natural gas the distributor may carry in its distribution system;
5. hold the required authorizations or ensure that they are held, if necessary, for export, outside the province of origin, of the natural gas it intends to sell to the distributor or have delivered to its facilities;
6. ensure, as applicable, that the natural gas it intends to sell or deliver to the distributor meets the transporter's quality standards and can be mixed without inconvenience with the distributor's other supplies;
7. hold, as applicable, all required contracts with the transporter(s) so that the natural gas sold or delivered to the distributor is moved to the transporter's delivery point in the province of origin or to the delivery point in the distributor's territory during the contract period agreed upon with the latter;
8. acknowledge the distributor's exclusive right to manage prudently and diligently the daily allocation of natural gas volumes carried in its distribution system, giving priority to the interest of all its customers over the interest of a particular customer;
9. when supplying gas from renewable sources to the distributor, ensure all of the following:
    a. Sell or deliver to the distributor gas from renewable sources according to the Act of the Régie de l'énergie;
    b. Declare to the distributor where the gas from renewable sources intends to sell or to deliver to the distributor, either in Quebec or outside Quebec;

c. Provide, on request, all supporting documents required by the distributor demonstrating the contractual chain of acquisition of gas from renewable sources from the producer to the customer, allowing in particular to establish the organic origin of the gas from renewable sources, the physical connection to the gas system in North America and the volumes delivered.

11.2.3.6 Gas Quality

The monthly average gross heating value of the natural gas delivered shall be at least 36.00 MJ/m³ unless the customer and the distributor agree on a lower value.

11.3 MAKE-UP GAS SERVICE

11.3.1 APPLICATION

For any customer that qualifies for distribution service D_5: Interruptible and that wishes to purchase from or supply to the distributor, from time to time, the natural gas it withdraws at its facilities, provided the minimum volume of make-up gas withdrawn during the contract period, at a single metering point, divided by the number of days in the contract period is 3,200 m³/day.

A customer may use the make-up gas service for the following uses:

1. "Competitive Make-up Gas" service to temporarily withdraw a greater volume of gas;
2. "Make-up Gas to Avoid an Interruption" service.

11.3.2 RATE

A customer who uses the distributor's "Make-up Gas" service is billed, as applicable, the price of the supply of natural gas supplied from time to time to serve it for the quantity of make-up gas delivered for its needs.

A customer who supplies its own natural gas, with or without transfer of ownership, is subject to the provisions of Article 11.2.2.

A customer who uses the make-up gas service is billed, as applicable, the price of the transportation provided from time to time by the distributor to serve it.

A customer who uses the "Competitive Make-up Gas" service is billed the price of load balancing provided from time to time by the distributor to serve it.

A customer who uses the "Make-up Gas to Avoid an Interruption" service is not billed for the load balancing.

A customer who uses the make-up gas service is subject to the provisions of Article 14.4, with the exception of Article 14.4.1 which is replaced by Article 11.3.1.

11.3.3 TERMS AND CONDITIONS

11.3.3.1 Daily Contract Volume (DCV)

The DCV for the make-up gas service is equal to the estimated average daily volume for the period of the make-up gas deliveries.

A customer using the "Make-up Gas to Avoid an Interruption" service must agree to deliver to, or contract from the distributor, on the scheduled interruption day, a DCV equal to its load for that same day. If the consumption for the scheduled interruption day is different than the agreed DCV, the customer's DCV will be equal to its load on the scheduled interruption day.

On a scheduled interruption day, the customer using the "Competitive Make-up Gas" who wishes to withdraw volumes of natural gas exceeding the agreed upon DCV for this service must agree to deliver to, or contract from the distributor, during that day, an additional DCV equal to its excess load. The provisions related to the excess portion of consumption are identical to those governing the "Make-up Gas to Avoid an Interruption" service.

The provisions governing adjustments to make-up gas service DCVs are identical to those governing natural gas supply service with or without transfer of ownership.

11.3.3.2 Volume Imbalances

The provisions governing the make-up gas service volume imbalances are identical to those governing natural gas supply service with or without transfer of ownership; the make-up gas service DCV is added to the DCV for natural gas supply service, with or without transfer of ownership, for the monitoring of volume imbalances.

11.3.3.3 Prior Notice of Use

Deliveries under make-up gas service shall only be permitted when it is economic and operationally possible for the distributor to provide them or to agree to them.

A customer who wishes to avail itself of the make-up gas service must notify the distributor thereof as soon as possible and no later than 10:00 a.m. (ET) on the day preceding the day on which the make-up gas service would begin. On shorter notice, the customer may avail itself of make-up gas service only if the distributor agrees to it.

11.3.3.4 Contract Term

The term for written make-up gas service contracts may be less than 12 months.

11.4 SOCIALIZATION COST OF GAS FROM RENEWABLE SOURCES

11.4.1 APPLICATION

Each billing cycle of a contract account whose percentage of gas from renewable sources consumption is less than the percentage of gas from renewable sources imposed by the *Regulation respecting the quantity of gas from renewable sources to be delivered by a distributor*. As of October 1, 2024, it is set at 2% .

11.4.2 RATE FOR SOCIALIZATION COST OF GAS FROM RENEWABLE SOURCES

For each m^3 of volume withdrawn of natural gas, the socialization cost of gas from renewable sources as of October 1, 2024 is 0.133¢/m^3.

12. TRANSPORTATION

12.1 DISTRIBUTOR'S SERVICE

12.1.1 APPLICATION

For any customer who wishes to purchase from the distributor the transportation service needed to move to the distributor's territory the natural gas it withdraws at its facilities.

12.1.2 TRANSPORTATION RATE

12.1.2.1 Transportation Price

The transportation prices may be periodically adjusted to reflect actual cost of acquisition.

12.1.2.1.1 Transportation Basis Price

For each m³ of volume withdrawn, the transportation basis price as of October 1, 2024, is 2.833¢/m³.

12.1.3 TERMS AND CONDITIONS

12.1.3.1 Prior Notice of Entry

A customer who wishes to avail itself of the distributor's transportation service at the earliest on November 1st must so notify the distributor in writing before the previous March 1st. If less than the required prior notice is given, the customer shall pay for the twelve months following its return to the transportation service a markup of 20% of the price in Article 12.1.2.1. Notwithstanding the above, a customer may avail itself of the distributor's transportation service only if it is possible for the distributor to provide it.

12.1.3.2 Prior Notice of Withdrawal

Subject to Article 12.2.1, a customer who wishes to opt out of the distributor's transportation service, in order to provide the service itself, must so notify the distributor in writing at least 60 days in advance.

Notwithstanding the compliance or not by the customer to the notice required under this Article, the latter may opt out of the distributor's transportation service only if it is possible for the distributor to agree to it.

12.1.3.3 Contract Term

The term for written transportation service contracts must be a minimum of 12 months, except for make-up gas service contracts for which the contract term may be less than 12 months.

12.2 CUSTOMER-PROVIDED SERVICE

12.2.1 APPLICATION

For any customer who wishes to provide the distributor with the transportation service needed to move to the distributor's territory the natural gas it withdraws at its facilities.

Subject to Article 17.2.2, only Distribution Rate D_1, D_3 and D_4 customers may provide the distributor with their own transportation service. In addition, Northern Zone customers must still use part of the distributor's transportation service.

12.2.2 RATE

12.2.2.1 Distributor's Service Price

The transportation prices may be periodically adjusted to reflect actual cost of acquisition.

12.2.2.1.1 Transportation Basis Price

For each m³ of volume withdrawn, the transportation basis prices as of October 1, 2024 are as follows:

Southern Zone	Northern Zone
0.000¢/m³	0.098¢/m³

12.2.3 TERMS AND CONDITIONS

12.2.3.1 Assignment of Transportation Capacity Held by the Distributor

A customer who wishes to opt out of the distributor's transportation service shall be permanently assigned the transportation capacity already held for it by the distributor. Subsequently, the customer shall pay the transporter directly for the transportation service thus acquired.

Exceptionally, however, a customer who wishes to opt out, in whole or in part, of the distributor's transportation service to purchase gas from renewable sources produced within the distributor's franchise shall not be assigned the transportation capacity for this portion of its consumption. However, where the customer ceases its consumption of gas from renewable sources produced within the firm on a shorter period than 60 months shall be permanently assigned the transportation capacity for the residual period.

Notwithstanding the preceding paragraph, and to the extent that it is economic and operationally possible for the distributor to agree to it, Distribution Rate D_1, D_3 or D_4 customers may provide their transportation service directly, after having submitted a request to the distributor within the time limits stipulated in Article 12.2.3.2.

12.2.3.1.1 Term of Assigned Transportation Contracts

The transportation capacity assigned to a customer will come from the distributor's Firm Transportation contracts with TransCanada PipeLines Limited or Enbridge Gas Limited. The term of the transportation capacity assignment is 5 years.

12.2.3.1.2 Calculation of Assigned Capacity

The capacity assigned to a customer will be equal to the customer's total annual requirements. The capacity assigned to meet the customer's total annual requirements is the maximum of the actual annual volume of the previous year, the forecasted annual volume of the previous year and the forecasted annual volume of the next year.

12.2.3.1.3 Subsequent Assignment of Assigned Capacity

A customer who is assigned the transportation capacity held for it by the distributor may in turn assign the capacity to a third party. When the customer decides to permanently dispose of assigned capacity by returning it directly to the transporter, it must first offer it to the distributor. The customer must ensure that any subsequent assignee of such capacity is subject to the same obligation.

12.2.3.1.4 Management of Assigned Capacity

A customer who is assigned transportation capacity shall be responsible for managing any increase or decrease required to meet its needs.

12.2.3.2 Prior Notice of Entry

A customer who wishes to provide its transportation service must so notify the distributor in writing at least 60 days in advance.

Notwithstanding the compliance or not by the customer to the notice required under this Article, the latter may provide its transportation service only if it is possible for the distributor to agree to it.

13. LOAD BALANCING

13.1 DISTRIBUTOR'S SERVICE

13.1.1 APPLICATION

For any customer who wishes to purchase from the distributor, in whole or in part, the load-balancing service needed to manage on a daily basis the natural gas it withdraws at its facilities.

13.1.2 LOAD-BALANCING RATE

The load-balancing price may be periodically adjusted to reflect the actual cost of load balancing tools.

13.1.2.1 Price for Customers whose Annual Volume is Less than 75,000 m³

For each m³ of volume withdrawn, the unit price is 4.189¢/m³.

Notwithstanding the above, a Distribution Rate D_1 customer who opts out of the distributor transportation service in accordance with Article 17.2.2 is subject to the load balancing price stipulated in Article 13.1.2.2.

13.1.2.2 Price for Other Customers and for Customers Subject, as of September 30, 2012, to Article 13.1.2.2 of *Conditions of Service and Tariff* in Effect as of December 1, 2010

For each m³ of volume withdrawn, excluding "Competitive Make-up Gas" and "Make-up Gas to Avoid an Interruption" volumes, the unit price in ¢/m³ is calculated as follows:

$$\left[\left(\frac{1}{\mathrm{LF}} - 1\right) \times 2.277\right] + 0.115$$

where:

LF: $\text{Load Factor} = \frac{\text{Annual average daily load (A)}}{\text{Peak daily load (P)}}$

The calculation of the **A** and **P** parameters is detailed in Article 13.1.3. For D_5 distribution service customers, the **A** and **P** parameters used in the formula are the parameters modified to take account of the interruption days.

However, the price may not be greater than 20.613¢/m³.

13.1.2.3 Average Price

Article 13.1.2.2 does not apply when the firm or interruptible service volume withdrawn between October 1, 2023 and September 30, 2024 is nil or does not represent 12 consecutive months of consumption.

These customers will be subject to an average unit price based on their distribution rate, in accordance with the following table:

Distribution Rate	Price ¢/m³
D_1	5.122
D_3	1.177
D_4	0.986
D_5 – Category A	(0.640)
D_5 – Category B	2.866

13.1.2.4 Contract Change

The load balancing price will be revised during the year, following any contract change to the distribution service D_5: Interruptible resulting in a sub-rate or category change, or if the customer transfers from firm service to interruptible service or vice versa.

The price will be set in accordance with the terms and conditions set forth in Articles 13.1.2.1 to 13.1.2.3, as applicable, based on the volume from October 1, 2023 to September 30, 2024.

13.1.2.5 Load Balancing Service Settlement

A load balancing service settlement is billed when:

1. a customer ceases to use the distributor's load balancing service. The settlement is calculated at the moment it ceases to use the distributor's service as follows:
   a) Price based on volume of 12 months preceding the cessation of service, in accordance with Article 13.1.2.2, multiplied by the volume of the 12 months preceding the cessation; less
   b) Total amounts billed for load balancing during the 12 months preceding the cessation.

2. a customer subject to Articles 13.1.2.2 and 13.1.2.3 requests settlement. The settlement is calculated as of September 30, 2023 as follows:
   a) Price based on volume from October 1, 2024 to September 30, 2025, in accordance with Article 13.1.2.2, multiplied by the volume from October 1, 2024 to September 30, 2025; less
   b) Total amounts billed for load-balancing from October 1, 2024 to September 30, 2025.

To take advantage of this option, the customer must have, at the time of the settlement calculation, a history of consumption as well as consumption of more than 75,000 m³ for the period of October 1, 2024 to September 30, 2025.

The request must be sent in writing to the distributor before the beginning of the reference period used for the calculation of the settlement. The customer then remains subject to the load-balancing service settlement for a minimum of three years. Similarly, if the customer withdraws from this option, he must wait another three years to avail himself of it.

For any customer subject to Article 13.1.2.2 who requests a settlement, a load-balancing service settlement will be billed based on the volume from October 1, 2023 to September 30, 2024, in accordance with Article 13.1.2.2, in the case of a debit balance only.

13.1.3 CALCULATION OF PARAMETERS

Subject to Articles 13.1.2.1 and 17.2.3, the consumption parameters shall be calculated as follows:

13.1.3.1 Parameters for Distribution Rates D_1, D_3 and D_4 customers

$$\mathbf{A} = \frac{\text{Volume from October 1, 2023 to September 30, 2024}}{\text{\# days from October 1, 2023 to September 30, 2024}}$$

P = Maximum daily load from December 1, 2023 to February 29, 2024

For Distribution Rates D_1 and D_3 customers except customers subject to Rate combination D_3-D_5, the maximum daily load for the winter months is estimated as follows:

P = (MaxDL) x multiplier

where: **MaxDL** = Highest of the average daily loads of each month from December 2023 to February 2024

where: **multiplier** = Maximum (2.1 - (1.1 x A ÷ MaxDL); 1)

13.1.3.2 Parameters for Distribution Rate D_5 Customers

Parameters **A** and **P** are modified as follows to consider interruption days:

$$\mathbf{A} = \frac{\text{Volume from October 1, 2023 to September 30, 2024}}{\text{No. days from October 1, 2023 to September 30, 2024}} \times \frac{(\text{No. days from October 1, 2023 to September 30, 2024} - \mathbf{MaxD})}{(\text{No. days from October 1, 2023 to September 30, 2024} - \mathbf{ActualD})}$$

$$\mathbf{P} = \text{Maximum daily load from December 1, 2023 to February 29, 2024} \times \text{maximum}\left(\frac{76 - \mathbf{MaxD}}{76}; 0\right)$$

where: **MaxD** = Maximum number of interruption days referred to in Article 14.4.6, subparagraph 1

where: **ActualD** = Actual number of interruption days from October 1, 2023 to September 30, 2024

Volumes withdrawn under "Competitive Make-up Gas" service or "Make-up Gas to Avoid an Interruption" service are not considered in the parameter calculations.

13.1.4 MINIMUM ANNUAL OBLIGATION (MAO)

13.1.4.1 MAO – Customer Using Natural Gas as a Back-Up Energy Source

Article 13.1.4.1 does not apply to customers subject to Rate DT or to Rate Dual-Energy for small and medium power for Hydro-Québec space heating.

Any customer with a load factor of less than 10% and a peak capacity demand greater than or equal to 10,000 m³ in a given rate year will be subject to this article in the following rate year:

- For customers who were not subject to this section in the previous rate year, the distributor considers the actual peak and the actual consumption volume in order to determine whether they will be subject to this section in the following rate year;
- For customers subject to the previous rate year, the distributor considers the potential peak, as defined in Article 13.1.4.1, and the actual consumption volume to determine liability for the following rate year.

Notwithstanding the foregoing, the distributor may agree to an MAO with a customer migrating to Rate D_1 or a new customer, if it anticipates that the customer's consumption parameters would meet the eligibility criteria. If the customer begins using Rate D_1 :

- no later than the last day of February, they will be subject to the MAO for the current rate year. In this case, the volume used to calculate the load factor is determined as follows:

$$Actual\ volume\ consumed\ * \frac{Number\ of\ days\ in\ the\ rate\ year}{Number\ of\ days\ between\ the\ start\ of\ consumption\ to\ D1\ and\ the\ end\ of\ the\ rate\ year}$$

- after the last day of February, they will be subject to the MAO for the following rate year.

For all subject customers, the sum of amounts billed for transmission and balancing must be at least equal to the applicable MAO for the same period.

13.1.4.1.1 Establishing the MAO

For customers of the distributor's transmission service, the amount of the MAO is determined according to the following formula:

MAO amount = 1,208.250¢/m³ x Customer's potential peak x 75%

For customers who provide their own transport service, the MAO amount is determined according to the following formula:

$$MAO\ amount\ = 1{,}208.250¢/m^3\ x$$
$$\left[Customer's\ potential\ peak - \frac{Volume\ from\ October\ 1, 2023\ to\ September\ 30,\ 2024}{\#\ days\ from\ October\ 1, 2023\ to\ September\ 30, 2024}\right]\ x\ 75\%$$

The customer's potential peak is determined using the following formula:

$$Potential\ peak = Max\ (Real\ peak\ t-1; Potential\ peak\ agreed\ with\ customer) + 2 * Max\ (Real\ peak\ t - Max\ (Real\ peak\ t-1; Potential\ peak\ agreed\ with\ customer); 0)$$

The actual peak for year t corresponds to the maximum daily consumption from December 1 to the last day of February of tariff year t.

For customers for whom the distributor does not have billable daily data, actual daily peaks will be estimated using the formula defined in Article 13.1.3.1.

13.1.4.1.2 Invoicing of the Revenue Shortfall

If, at the end of the tariff year, the customer has been billed for transmission and balancing at an amount lower than its MAO, it will be billed for the shortfall.

13.1.4.2 MAO – Major Customers

For any customer with a **peak capacity demand** greater than or equal to 300,000 m³, the sum of the amounts billed for transportation and load-balancing must be at least equal to the MAO applicable for the same period.

For customers in a tariff combination, the MAO is applied separately for its two distribution tariffs.

The **peak capacity demand** is determined as follows:

- For the distributor's transportation service customers, it is the greater of the actual daily peak of the previous year, the forecast daily peak of the previous year or the forecast peak of the next year:

  Peak capacity demand = Max (Actual peak t-1; Forecast peak t –1; Forecast peak t)

- For customers providing their own transportation service, it is the greater of the actual daily peak of the previous year, the forecast daily peak of the previous year or the forecast peak of the next year, less the actual or forecast daily average:

Peak capacity demand = Max (Actual peak t – 1 – Average actual consumption t – 1; Forecast peak t – 1 – Average forecast consumption t – 1; Forecast peak t – Average forecast consumption t)

The actual or forecast peak of year t corresponds to the actual or forecast maximum daily consumption from December 1 to the last day of February of tariff year t.

13.1.4.2.1 Establishment of the MAO

For a new customer, an additional load or a customer returning to the distributor's transportation service, for which Énergir had to contract additional transportation capacity, the MAO is set for five years and is equal to the transportation price in effect multiplied by the peak capacity demand, by the number of days from October 1, 2023 and September 30, 2024 and by 75%.

For any other customer, the MAO is equal to the transport price in effect multiplied by the peak capacity demand, by the number of days from October 1, 2023 to September 30, 2024 and by 75%:

$$MAO_t\ (\$) = (Price\ T_t\ \ x\ Annual\ peak\ volume\ x\ 75\%)$$

where: Price T_t = price of transport of the Énergir service for the year t
Annual peak volume =
Peak capacity demand x # days from October 1, 2023 to September 30, 2024

13.1.4.2.2 Invoicing of the Revenue Shortfall

If, at the end of a tariff year, the volume consumed by the customer was lower than that of the previous tariff year multiplied by 75% and the customer was billed for transportation and load-balancing an amount lower than its MAO, it will be billed the shortfall.

Notwithstanding the foregoing, the only criterion considered in determining the shortfall for a new customer and for a customer whose projected volume increases during the contract is the comparison between the amount invoiced for transport and balancing and the amount of the MAO.

In the case of a new customer whose consumption is starting:

- no later than the last day of February, it will be subject to the MAO during the current tariff year. In this case, the volume used for the purposes of calculating the shortfall is determined as follows:

$$Amount\ billed\ \times \frac{Number\ of\ days\ in\ the\ tariff\ year}{Number\ of\ days\ between\ the\ start\ of\ consumption\ and\ the\ end\ of\ the\ tariff\ year}$$

- after the last day of February, it will be subject to the MAO during the following tariff year.

In the case of a customer at tariff D_5, the load-balancing income to be considered in determining the shortfall is obtained by multiplying the load-balancing rate calculated from the unmodified parameters A and P by the volume consumed by the customer.

13.1.4.2.3 Revision of the MAO Following the Implementation of an Energy Efficiency Measure

Notwithstanding the foregoing, when a customer participates in an energy efficiency program under the Global Energy Efficiency Plan (GEEP), adjustments are made to take into account the daily marginal reduction recognized by the program for the current tariff year at the time of implementation and the subsequent tariff year.

A customer wishing to benefit from the reduction must so notify the distributor no later than one year after the date of payment of the financial assistance.

<u>For the Tariff Year of the Implementation</u>

For the purposes of calculating the peak capacity demand as defined in Article 13.1.4.2:

- For the distributor's transportation service customers, the forecast daily peak of the next year is adjusted by reducing it by the recognized daily marginal reduction if the measure was implemented no later than the last day of February;
- For customers providing their own transportation service:
  - the forecast daily peak of the next year is adjusted by reducing it by the recognized daily marginal reduction if the measure was implemented no later than the last day of February,
  - the daily or forecast average is adjusted by multiplying it by the recognized daily marginal reduction and by the number of days between the date of implementation of the measure and September 30;

For the purposes of applying Article 13.1.4.2.2, the volume consumed during the tariff year is established as follows:

*Actual volume consumed during the tariff year + (Daily marginal reduction recognized * Number of days between the date of implementation of the measure and September 30)*

<u>For the Subsequent Tariff Year</u>

For the purposes of calculating peak capacity demand as defined in Article 13.1.4.2, the forecast daily peak of the previous year is that calculated when the measure was implemented.

For the purposes of applying Article 13.1.4.2.2, the volume consumed during the previous tariff year is established as follows:

$$Actual\ volume\ consumed\ during\ the\ previous\ tariff\ year - (Daily\ marginal\ reduction\ recognized * Number\ of\ days\ between\ October\ 1\ and\ the\ date\ of\ implementation\ of\ the\ measure)$$

13.1.5 <u>PROCESSING OF DELIVERIES</u>

13.1.5.1 Adjustment Charges for Non-uniform Delivery

For customers subject to the load balancing price stipulated in Article 13.1.2.2, who supply the distributor with the natural gas and who purchase from the distributor the transportation used to bring the natural gas they withdraw at their facilities to the distributor's territory, an adjustment charge shall be billed at the end of the supply contract period. Customers may choose between the following two billing methods:

1. deferral of adjustement costs over the 12 months of the next contract period; or
2. financial settlement of adjustment charges at the end of the contract period; customers who change the services they purchase from the distributor or a customers who benefits from the equal payments plan as defined in Article 7.2.3 during the year of the supply contract must always financially settle the adjustment charges at the end of the contract period.

The choice must be notified in writing to the distributor before the start of the supply contract. If this election is not notified within the time limit, the adjustment costs will be paid at the end of the contract period.

The value of the balancing charge is equal to the price impact generated by the daily differences between the DCV and the TUD based on the balancing charge calculation period beginning on the anniversary date of the supply contract and ending on the anniversary date of the contract the following year. The TUD is established as follows:

TUD = theoretical uniform delivery for the calculation period (sum of DCVs in the calculation period ÷ # days in the calculation period)

The excess DCV over the TUD is purcharsed by the distributor, and the shortfall of DCV over the TUD is sold to the customer at the following price:

- from 0% to 2% of the TUD, at the distributor's average natural gas supply price during the calculation period;
- the lesser, in the case of an average of more than 2% of TUD, or the greater, in the case of a shortage, of:
  - the distributor's average natural gas supply price during the calculation period, and
  - the market price at the time the discrepancy occurred.

13.1.5.1.1 Allocation in Customer Groupings

Adjustment charges for all customers in a customer grouping, if any, are allocated to each of the customer in proportion to their respective volumes withdrawn during the Contract Period. Adjustment costs are then billed individually to customers.

13.1.5.2 Volume Transposition

For customers who supply the distributor with the transportation used to bring to the distributor's territory the natural gas they withdraw at their facilities, the load balancing price defined in Article 13.1.2.2 must be calculated on the basis of a transposed consumption profile established as follows, subject to Article 17.2.3:

TL = **L + TUD – DCV**

where: **TL** = Transposed Load (monthly or daily, as the case may be)

L = Load (monthly or daily, as the case may be)

TUD = Theoretical Uniform Delivery (sum of the DCVs from October 1, 2023 to Sept. 30, 2024 ÷ # days from October 1, 2023 to September 30, 2024 having a DCV)

DCV = Daily Contract Volume

The TUD and DCVs are calculated on a monthly basis for customers without daily readings.

13.1.6 TERMS AND CONDITIONS

13.1.6.1 Prior Notice of Entry

A customer who wishes to avail itself of the distributor's load balancing service must so notify the distributor in writing at least 60 days in advance. Notwithstanding the required prior notice, the customer may avail itself of the distributor's load balancing service only if it is possible for the distributor to provide it.

13.1.6.2 Prior Notice of Withdrawal

The customer who wishes to opt out of the distributor's load balancing service, in order to provide the full service itself, must so notify the distributor in writing at least 60 days in advance. On shorter notice, the customer may opt out of the distributor's load balancing service only if it is possible for the distributor to agree to it.

13.1.6.3 Contract Term

The term for written load balancing service contracts must be a minimum of 12 months, except for make-up gas service contracts for which the contract term may be less than 12 months.

13.2 CUSTOMER-PROVIDED SERVICE

13.2.1 APPLICATION

For any customer who wishes to provide, in whole or in part, with the load balancing service needed to manage on a daily basis the natural gas it withdraws at its facilities or it injects in the distribution system subject to Article 17.2.2.

A customer subject to Rate D_1, D_3 or D_4 who wishes to provide its full load balancing service shall agree to deliver to the distributor each day a DCV equal to its load for that same day; the terms and conditions shall be those relative to volume imbalances stipulated under the "Customer-Provided Service" Article under Supply Service.

A customer subject to Rate D_R is subject to Article 13.2.2.2 "Differences Between Nominated Volumes and Volumes Injected" excepted of the customer injecting gas from renewable sources who deliver all their injected volumes free of charge and whose daily injection volume is less than 10,000 GJ.

13.2.2 RATE

13.2.2.1 Service Price

The customer shall not be billed for the price of the load balancing service it provides for itself in whole or in part.

13.2.2.2 Differences Between Nominated Volumes and Volumes Injected

The charges for differences between nominated volumes and volumes injected are as follows:

Daily Imbalances

No charges shall be required if the daily difference between the nominated volume and the volume injected is less than the greater of 75 GJ or 2% of the total nominated volume at a receipt point or the greater of 75 GJ or 2% of the total nominated volume in the consumption zone.

In the case where the daily difference between the nominated volume and the volume injected is higher than the greater of 75 GJ or 2% in the consumption zone and at a receipt point:

1. no charges shall be required if the daily difference between the nominated volume and the volume injected at that receipt point by a customer is in the sense opposite to the daily difference between nominated volumes and volumes injected in the consumption zone;
2. charges shall however be required when this difference is in the same sense as the daily difference in the consumption zone.

In the latter case, the daily imbalance of the consumption zone shall be allocated among all customers having a billable daily imbalance, in proportion to their individual imbalance in excess of the greater of 75 GJ or 2% of their nomination.

The daily imbalance prices are as follows:

Difference	First 2% to 4%	Next 4% to 8%	Next 8% to 10%	Next exceeding 10%
Price (¢/m³)	1.099	2.746	4.119	5.493

Cumulative Difference Account Balance

The cumulative difference account balance shall be calculated by adding or deducting any daily difference to the previous cumulative difference account balance. This balance may be reduced in accordance with Article 14.5.8.

Charges shall be payable if the cumulative daily account balance is higher than the greater of 150 GJ or 4% of the greater of the nominated volumes or the average nominated volumes for the past 30 days.

The prices applicable to the cumulative differences are as follows:

Balance	First 4% to 6%	Next exceeding 6%
Price (¢/m³)	0.824	1.373

These prices may be periodically adjusted to reflect modifications to TransCanada PipeLines rates.

13.2.3 TERMS AND CONDITIONS

13.2.3.1 Prior Notice of Entry

A customer who wishes to provide its full load balancing service must so notify the distributor in writing at least 60 days in advance. On shorter notice, the customer may provide full load balancing service only if it is possible for the distributor to agree to it.

14. DISTRIBUTION

14.1 GENERAL PROVISIONS

14.1.1 RIGHT TO MOST ADVANTAGEOUS RATE

A customer is entitled to the most advantageous distribution rate according to the following conditions:

1. the distribution rate must be agreed upon for the entire term of the written contract, subject to subsequent amendments, agreed to by the parties, to the subscribed volume, the minimum annual obligation (MAO) and the agreed upon price;
2. A customer who has a verbal contract may change distribution rates on agreement with the distributor.

14.1.2 DEFAULT DISTRIBUTION RATE

Rate D_1 applies by default except in the case of customers who inject natural gas in the distribution system for whom Rate D_R applies by default.

14.1.3 CONTRACT TERM

The term for all written contracts must be a minimum of 12 months, except for make-up gas service contracts for which the contract term may be less than 12 months.

14.1.4 CUSTOMER GROUPINGS

Customer groupings are not permitted for distribution service.

14.1.5 SUBSEQUENT ADJUSTMENTS

The distribution rates are subject to rate modifications ordered by the Régie de l'énergie after they come into force to reflect any change in operating costs arising from the decision of a competent authority (legislator, governments, public agencies) ("fait du prince").

14.2 DISTRIBUTION SERVICE D_1: GENERAL

14.2.1 APPLICATION

For any customer intending to withdraw, at its facilities, natural gas that must be moved within the distributor's territory.

For all withdrawals of firm service natural gas measured at a single metering point. A customer may not, from a single metering point, withdraw natural gas simultaneously under Rate D_1 and under another Distribution Rate.

14.2.2 DISTRIBUTION RATE D_1

14.2.2.1 Basic Fee

The basic fees per metering device depend on annual volume withdrawn as follows:

Volume Withdrawn m³/Year				Price ¢/Metering device/Day
from	0	to	10,950	67.948
from	10,950	to	36,500	138.448
from	36,500	to	109,500	165.138
from	109,500	to	365,000	174.274
from	365,000	to	1,095,000	228.579
from	1,095,000	to	3,650,000	301.191
	3,650,000		and over	749.199

The price is then multiplied by the number of days of the billing period.

14.2.2.2 Unit Prices for the Volume Withdrawn

For each m³ of volume withdrawn at the levels below multiplied by the number of days in the billing period, the unit prices are as follows:

Volume Withdrawn m³/Day						Price ¢/m³
firs	30	from	0	to	30	34.015
next	70	from	30	to	100	23.231
next	200	from	100	to	300	20.078
next	700	from	300	to	1,000	15.211
next	2,000	from	1,000	to	3,000	11.261
next	7,000	from	3,000	to	10,000	7.913
next	20,000	from	10,000	to	30,000	6.372
next	70,000	from	30,000	to	100,000	5.290
m³ exceeding 100,000			100,000		and over	4.381

14.2.3 RATE REBATES

14.2.3.1 Rate Rebate to Compete with Dual Energy

If required by the competitive situation, the distributor and the customer may agree, within the limits of the dual energy section of the Rate Flexibility Program, a copy of which is available upon request, to a percentage reduction applicable to the Distribution Rate.

14.2.4 MINIMUM ANNUAL OBLIGATIONS (MAO)

14.2.4.1 MAO - Newly Connected or Financially Assisted Customer

The distributor may agree, with a customer whose service address is newly connected to the distribution system or with a customer who receives financial assistance, on an MAO for the entire contract term. If, at the end of a contract year, the customer has withdrawn a volume that is less than its MAO, it will be billed for the volume deficit at the lower of the average price of the Distribution Rate paid during the 12 months of the contract year or of the average price of the Distribution Rate resulting from the billing of the volume deficit uniformly distributed over the contract year.

14.2.4.2 MAO - Customers Using Natural Gas as a Back-Up Energy Source

Article 14.2.4.2 does not apply to customers subject to Rate DT or to dual-energy rates for small and medium power for Hydro-Québec space heating.

Any customer with a load factor of less than 10% and a peak capacity demand greater than or equal to 10,000 m³ in a given rate year will be subject to this Article in the following rate year:

- For customers not subject to the previous rate year, the distributor considers the actual peak and the actual consumption volume to determine their liability for the following rate year;
- For customers subject to the previous rate year, the distributor considers the potential peak, as defined in Article 14.2.4.2.1, and the actual consumption volume to determine liability for the following rate year.

Notwithstanding the foregoing, the distributor may agree to an MAO with a customer migrating to Rate D_1 or a new customer, if it anticipates that the customer's consumption parameters would meet the eligibility criteria. If the customer begins using Rate D_1 :

- by the last day of February at the latest, it will be subject to MAO for the current tariff year. In this case, the volume used to calculate the utilization coefficient is determined as follows:

$$Actual\ volume\ consumed * \frac{Nomber\ of\ days\ in\ the\ rate\ year}{Nomber\ of\ days\ between\ the\ start\ of\ consumption\ at\ D_1\ and\ the\ end\ of\ the\ tariff\ year}$$

- after the last day of February, it will be subject to MAO in the following tariff year.

For all liable customers, the amount billed for distribution must be at least equal to the applicable MAO for the same period.

14.2.4.2.1 Establishing the MAO

The MAO amount is determined according to the following formula:

$$MAO\ amount\ = 791.430¢/m^3\ \ x\ Potential\ customer\ peak\ x\ 75\%$$

The customer's potential peak is determined using the following formula:

$$Potential\ peak = Max\ (Real\ peak\ \ t-1; Potential\ peak\ agreed\ with\ customer) + 2 * Max\ (Real\ peak\ t - Max\ (Real\ peak\ t-1;\ Potential\ peak\ agreed\ with\ customer); 0)$$

The actual peak for year t corresponds to the maximum daily consumption from December 1 to the last day of February of tariff year t.

For customers for whom the distributor does not have billable daily data, actual daily peaks will be estimated using the formula defined in Article 13.1.3.1.

14.2.4.2.2 Invoicing of Revenue Shortfall

If, at the end of the rate year, the customer has been billed for less than his MAO, he will be billed for the shortfall.

14.3 DISTRIBUTION SERVICES D_3 AND D_4: STABLE LOAD

14.3.1 APPLICATION

For any customer intending to withdraw at its facilities, natural gas that must be moved within the distributor's territory.

Distribution Service D_3

For all withdrawals of firm and stable service natural gas measured at a single metering point when the customer's subscribed volume is at least 333 m³/day, when the customer's load factor, calculated as an A / P ratio according to the non-transposed parameters defined in the load balancing service, is at least 60% and when the annual volume of natural gas is at least 75,000 m³. A customer may, at a single metering point, withdraw natural gas simultaneously under Rate D_3 and under Rate D_5.

Distribution Service D_4

For all withdrawals of firm and stable service natural gas measured at a single metering point when the customer's subscribed volume is at least 10,000 m³/day. A customer may, at a single metering point, withdraw natural gas simultaneously under Rate D_4 and under Rate D_5.

Notwithstanding the foregoing, when a Distribution Rate D_3 or D_4 customer participates in an energy efficiency program under the Global Energy Efficiency Plan (GEEP), the aforementioned threshold can be reduced to take into account the marginal reduction recognized by the program for the average length of time the efficiency measure is implemented. Where applicable, the new threshold is equal to the subscribed volume before the measure was implemented, less a volume equal to the daily marginal reduction recognized by the program.

14.3.2 DISTRIBUTION RATES D_3 AND D_4

14.3.2.1 Minimum Daily Obligation

For each m³ of subscribed volume at the levels indicated below, the unit prices are as follows:

Subscribed Volume m³/Day						Price ¢/m³/Day
first	333	from	0	to	333	12.599
next	667	from	333	to	1,000	10.149
next	2,000	from	1,000	to	3,000	6.934
next	7,000	from	3,000	to	10,000	5.757
next	20,000	from	10,000	to	30,000	4.225
next	70,000	from	30,000	to	100,000	3.309
next	200,000	from	100,000	to	300,000	2.366
next	700,000	from	300,000	to	1,000,000	1.915
m³ exceeding 1,000,000			1,000,000		and over	1.305

The result of the calculation is multiplied by the number of days in the billing period.

14.3.2.2 Unit Price for the Volume Withdrawn up to the Subscribed Volume

For withdrawals up to the subscribed volume multiplied by the number of days in the billing period for a customer without daily readings and for daily withdrawals up to the subscribed volume for a customer with daily readings, the unit price is 0.350¢/m³.

14.3.2.3 Reduction According to Contract Term

The average unit price calculated pursuant to Articles 14.3.2.1 and 14.3.2.2 may be reduced by a percentage calculated as follows:

$$\text{Minimum}\left(19\% \times \frac{\text{Contract Term in Months} - 12}{48};\ 19\%\right)$$

plus, for contract terms longer than 60 months

$$\text{Minimum}\left(5\% \times \frac{\text{Contract Term in Months} - 60}{120};\ 5\%\right)$$

plus, for contract terms longer than 180 months

$$\text{Minimum}\left(2\% \times \frac{\text{Contract Term in Months} - 180}{60};\ 2\%\right)$$

The maximum percentage reduction is 26%.

14.3.2.4 Additional Reductions

In an initial contract negotiated with a customer whose service address is newly connected to the distribution system, the distributor and the customer may agree on a percentage reduction not exceeding 5%, additional to that calculated under Article 14.3.2.3, for the first year only.

A customer with a subscribed volume greater than or equal to 1,000,000 m³/day is entitled to an additional reduction subject to the prior authorization of the Régie de l'énergie.

14.3.2.5 Withdrawals in Excess of 100% of the Subscribed Volume

For withdrawals in excess of 100% of the subscribed volume multiplied by the number of days in the billing period for a customer without daily readings, and for daily withdrawals in excess of 100% of subscribed volume for a customer with daily readings:

- The average unit rate for each m³ exceeding the subscribed volume shall be established by means of the rate schedule below, beginning with the level corresponding to the subscribed volume, by weighting of the rates of each m³ in excess of the subscribed volume up to the average daily volume exceeding the subscribed volume.

Subscribed Volume and Daily Volume m³/Day						Price ¢/m³/Day
first	333	from	0	to	333	20.078
next	667	from	333	to	1,000	15.211
next	2,000	from	1,000	to	3,000	11.261
next	7,000	from	3,000	to	10,000	7.913
next	20,000	from	10,000	to	30,000	6.372
next	70,000	from	30,000	to	100,000	5.290
m³ exceeding 100,000			100,000		and over	4.381

14.3.2.6 Unauthorized Withdrawals

All withdrawals in excess of 150% of the subscribed volume multiplied by the number of days in the billing period for a customer without daily readings and all daily withdrawals in excess of 150% of the subscribed volume for a customer with daily readings, made from November 1 to March 31, are subject to a penalty of 50¢/m³ and to the price of natural gas traded at Iroquois.

For a customer providing its own supply service, unauthorized withdrawal volumes will be added to the sum of the DCVs to determine the volume imbalances for the contract period.

14.3.2.7 Negociated Peak Service

The distributor and the customer may agree on a negotiated peak service. The terms and conditions associated with this service are subject to the approval of the Régie de l'énergie.

14.3.3 CONTRACT EXTENSION

A Distribution Rate D_3 or D_4 customer may extend its contract by one year and maintain the same reduction for the contract term provided it does so at least the following number of months prior to the expiry of its contract:

$$\frac{\text{Contract Term in Months - 12}}{2}$$

This time may not exceed 24 months.

14.3.4 REVISION OF SUBSCRIBED VOLUME

14.3.4.1 By the Customer

Except to replace natural gas by another energy source, a customer may in the course of the contract reduce its subscribed volume by up to 10% beginning with the second year and for each additional year. However, in the case of a new contract, the subscribed volume must at all times remain at least 75% of its initial level during the contract term. The customer must provide written notice of at least three months.

At all times, the customer's subscribed volume must be at least 333 m³/day under Rate D_3 and 10,000 m³/day under Rate D_4.

Notwithstanding the foregoing, the customer is required to comply, as applicable, with the minimum annual obligation terms agreed under Articles 4.3.4 and 14.3.6.

14.3.4.2 Following Implementation of an Energy Efficiency Measure

Notwithstanding the foregoing, when a Distribution Rate D_3 or D_4 service customer in an energy efficiency program under the Global Energy Efficiency Plan (GEEP), he is entitled to a reduction of its subscribed volume equal to the daily marginal reduction recognized by the energy efficiency program. In the case of a new contract, the initial subscribed volume may also be reduced by the value of the marginal reduction. This reduction of the subscribed volume will be effective from the date of implementation of the energy efficiency program for which the marginal reduction is recognized.

A customer wishing to benefit from the reduction in its projected annual volume must so notify the distributor no later than one year after the date of payment of the financial assistance.

14.4 DISTRIBUTION SERVICE D_5: INTERRUPTIBLE

14.4.1 APPLICATION

For any customer intending to withdraw, at its facilities, natural gas that must be moved within the distributor's territory.

For withdrawals of interruptible service natural gas measured at a single metering point when the sum of the subscribed volume under Rate D_3 or D_4 and 1/365 of the minimum volume for the contract period under interruptible service is at least 3,200 m³/day.

Notwithstanding the foregoing, when a Distribution Rate D_5 customer participates in an energy efficiency program under the Global Energy Efficiency Plan (GEEP), the aforementioned threshold referred to below can be reduced to take into account the marginal reduction recognized by the program for the average length of time the efficiency measure is implemented. Where applicable, the new threshold is established using as the minimum volume for the interruptible service contract period the projected annual volume when the measure is implemented, as calculated in Article 14.4.3.3.2, multiplied by the agreed upon minimum annual obligation (MAO) percentage.

To be eligible for this service, the customer must use the distributor's transportation service.

A customer may choose Category A or B, depending on the desired guarantee for availability of service. However, the customer may avail itself of interruptible service under Category B only if it is economic and operationally possible for the distributor to agree to it. Article 14.4.6 indicates the maximum number of interruption days for each Category.

A customer may, at a single metering point, withdraw natural gas simultaneously under Rate D_5 and under Rate D_3 or D_4. However, a customer cannot withdraw natural gas, at a single metering point, under both Category A and Category B of Distribution Rate D_5 simultaneously.

The distributor and the customer may agree on a maximum daily volume of interruptible service.

14.4.2 DISTRIBUTION RATE D_5

14.4.2.1 Unit Prices for the Volume Withdrawn

For each m³ of volume withdrawn, the unit price is a weighted average calculated on the basis of the sum of the subscribed volume under Rate D_3 or D_4 and 1/365 of the projected interruptible service volume. For a make-up gas service contract, the projected volume is divided by the number of days of the contract period.

This unit price is the result of the distribution of the volumes among the levels below:

For Each m³ of Subscribed Volume under Firm Service and of Projected Daily Volume under Interruptible Service						Price
m³/Day						¢/m³
first	3,000	from	0	to	3,000	16.717
next	7,000	from	3,000	to	10,000	12.229
next	20,000	from	10,000	to	30,000	10.598
next	70,000	from	30,000	to	100,000	7.047
next	200,000	from	100,000	to	300,000	5.854
m³ exceeding	300,000		300,000		and over	5.182

14.4.2.2 Reduction According to Minimum Annual Obligation (MAO)

The average unit price calculated pursuant to Article 14.4.2.1 may be reduced by a percentage calculated as follows:

$$\text{Minimum}\left(30\% \times \frac{\%\ \text{of MAO} - 25\%}{60\%};\ 30\%\right)$$

14.4.2.3 Reduction According to Contract Term

The average unit price calculated pursuant to Article 14.4.2.1 may be reduced by a percentage calculated as follows:

$$\text{Minimum}\left(40\% \times \frac{\text{Contract Term in Months} - 12}{48};\ 40\%\right)$$

The reduction according to the contract term is only available when the customer commits to an agreed upon minimum annual obligation (MAO) percentage of at least 25%.

14.4.2.4 Additional Reduction

For the initial contract negotiated with a customer whose service address is newly connected to the distribution system, the distributor and the customer may agree on a percentage reduction, not exceeding 15%, additional to those calculated in Articles 14.4.2.2 and 14.4.2.3, for the first year only.

14.4.2.5 Unauthorized Withdrawals Exceeding Maximum Daily Volume

All natural gas withdrawals in excess of the maximum daily volume are subject to a penalty of 50¢/m³.

14.4.2.6 Unauthorized Withdrawals During Interruptions

All natural gas withdrawals made despite receipt of an interruption notice is subject to a penalty of $5.00/m³.

If a customer has a stable load service contract, it will pay this penalty on volumes in excess of subscribed volume.

The daily volumes of natural gas withdrawn under "Make-up Gas to Avoid an Interruption" service or "Competitive Make-up Gas" service, up to 102% of the actual delivery of make-up gas during the interruption day are not subject to the penalty of $5.00/m³. The supply service terms and conditions are those of Article 11.2.3.3.1.

14.4.2.7 Customers Considered Unable to Interrupt

The criterias related to the ability to interrupt are: the use of make-up gas to avoid interruption in past winters, the possession and proper operation of redundancy equipment using an energy source other than natural gas, the existence of an action plan to stop or reduce operations, proof of reservation of make-up gas to avoid interruption for the coming winter, and the length of time a customer can sustain an interruption.

The distributor shall not send any interruption notice to customers considered unable to interrupt during the rate year.

Any withdrawal of natural gas made on days in which the customer would normally have been interrupted should be billed at the higher of the average price of make-up gas to avoid an interruption or the distributor's supply and transportation price.

The terms and conditions set forth in Article 14.4.6, with the exception of the terms and conditions set forth in the first paragraph concerning the determination of the number of days the customer considered unable to interrupt would normally have been interrupted, do not apply to customers covered by this Article.

14.4.3 MINIMUM ANNUAL OBLIGATION (MAO)

The volume withdrawn during each contract year must be at least equal to the applicable MAO for the same period.

14.4.3.1 Establishment of MAO

The applicable MAO for each contract year is equal to the projected annual volume multiplied by the agreed upon MAO percentage.

At the end of the contract year, the MAO shall be adjusted by subtracting from it an agreed upon daily volume (or, failing that, 1/365 of the projected volume) for each interruption day, including the unauthorized withdrawal days.

14.4.3.2 Billing of the Volume Deficit

At the end of the contract year, the volume withdrawn over the contract year shall be adjusted by subtracting from it the volumes withdrawn:

1. as unauthorized withdrawals during interruptions;
2. under a "Make-up Gas to Avoid an Interruption" contract; and
3. under a "Competitive Make-up Gas" contract.

If at the end of a contract year, a customer has withdrawn an adjusted volume that is less than its adjusted MAO, it will be billed for the volume deficit at the price determined in accordance with Articles 14.4.2.1 to 14.4.2.4, taking into account, where applicable, the competition rate adjustment described in Article 14.4.4.

14.4.3.3 Revision of MAO

14.4.3.3.1 By the Customer

Except to replace natural gas by another energy source, a customer may in the course of the contract reduce its initial MAO up to 20% beginning with the second year and, for each additional year, by an additional 5%. However, the MAO must at all times remain at least 50% of its initial level during the contract term. The customer must provide prior written notice of at least three months for a reduction of 20% or less and at least six months for a reduction of more than 20%.

When the MAO percentage is modified during the contract year, the volume deficit is calculated annually for each agreed upon MAO percentage. The two volume deficits obtained are prorated according to the number of days each MAO percentage was in effect.

Notwithstanding the foregoing, the customer is required to comply, as applicable, with the minimum annual obligation terms agreed under Article 4.3.4.

14.4.3.3.2 Following Implementation of an Energy Efficiency Measure

Notwithstanding the foregoing, when a Distribution Rate D_5 customer participates in an energy efficiency program under the Global Energy Efficiency Plan (GEEP), a new projected annual volume is established. The new projected annual volume is equal to the volume used to calculate the MAO (initial projected volume) less the marginal reduction recognized by the program and is applied from the date the measure is implemented.

A customer wishing to benefit from the reduction in its projected annual volume must so notify the distributor no later than one year after the date of payment of the financial assistance.

<u>For the Contract Year the Measure is Implemented</u>

The volume used to calculate the MAO is determined from the initial projected volume and the new projected annual volume prorated in accordance with the volumes withdrawn in the corresponding periods of the year preceding the implementation of the measure.

<u>For Each Subsequent Contract Year</u>

The volume used to calculate the MAO is the new projected annual volume.

14.4.4 COMPETITION RATE ADJUSTMENT

The distributor and the customer may agree on a negotiated percentage adjustment applicable to the Distribution Rate calculated in accordance with Article 14.4.2.1.

14.4.5 COMBINATION OF RATES D_3 AND D_5 OR D_4 AND D_5

When a customer withdraws natural gas simultaneously under Rates D_3 and D_5 or D_4 and D_5, at a single metering point, the volume withdrawn during a day is first considered as volume withdrawn under Rate D_3 or D_4 up to the limit of the subscribed volume. The volume is subsequently considered withdrawn under Rate D_5.

14.4.6 INTERRUPTIONS

1. The distributor must, on an annual basis, give service priority to interruptible customers in ascending order of subrates and, to the extent possible, within each of the subrates in descending order of prices, while complying with the maximum number of interruption days.

   The maximum number of interruption days is determined in accordance with the following table:

Sum of Subscribed Volume under Firm Service and Projected Daily Volume under Interruptible Service			Maximum Number of Interruption Days*	
Subrate D_5	Between m³/Day	and m³/Day	Category A	Category B
5.5	3,000	10,000	61	20
5.6	10,000	30,000	61	20
5.7	30,000	100,000	44	30
5.8	100,000	300,000	62	30
5.9	300,000	and over	67	30

* Applicable up to the limit of the projected volume

2. Notwithstanding 1. above, "Competitive Make-Up Gas" service customers are the first to be notified of an interruption day. These customers must then limit their withdrawals to the volume they are committed to deliver (DCV) during the planned interruption day.

   The maximum number of days of limited consumption is 67 days.

3. Until otherwise notified, the customer must cease or decrease, as the case may be, its withdrawals of natural gas to the extent determined by the distributor, at the date and time indicated on the interruption notice received from the distributor. The distributor must give such interruption notice at least 2 hours before the beginning of the interruption;

4. Each year, the distributor must send to all its interruptible customers a copy of its interruption policy; a copy of the policy is also available to any customer who requests it.

5. In case of default by the customer to comply with the interruption notice issued by the distributor, the latter can proceed to an interruption at the service address without it being required to notify the customer in more details.

14.4.7 CONTRACT EXTENSION

A customer may extend its contract by one year and maintain the same reduction for the contract term provided it does so at least the following number of months prior to the expiry of its contract:

$$\frac{\text{Contract Term in Months} - 12}{2}$$

The time cannot exceed 24 months.

14.5 RECEIPT SERVICE D_R

14.5.1 APPLICATION

For a customer who wishes to inject natural gas produced in the territory served by the distributor into the distributor's gas system.

14.5.2 RECEIPT RATE

The receipt rates may be periodically adjusted to reflect actual cost.

14.5.2.1 Prices at Receipt Points

14.5.2.1.1 Minimum Daily Obligation

For each m³ of maximum contractual capacity (MCC), the unit prices shall be as follows, depending on the receipt point:

Receipt Point	Price – Investments section (¢/m³/day)	Price – Distribution section (¢/m³/day)
ADM Agri-Industries Company	0.538	1.401
Coop Agri-Énergie Warwick	0.000	2.005
CTBM	0.443	1.621
Quebec City	4.814	0.722
Saint-Hyacinthe	0,000	0.395
SÉMECS	0.000	0.511
WAGA (Saint-Étienne-des-Grès)	0.000	0.588
WAGA (Chicoutimi)	0.000	4.214
WAGA (Cowansville)	0.000	2.563

Note: The table reflects decision D-2024-118 of November 21, 2024, which set rates retroactively to October 1, 2024.

14.5.2.1.2 Unit Prices for the Volume Injected

For each m³ of volume injected, the unit price shall be 0.196¢/m³.

14.5.2.2 Prices at Delivery Points for Customer who Injects Natural Gas

14.5.2.2.1 Unit Prices for Volumes Delivered Within the Territory

For each m³ of volume delivered within the territory, the unit prices shall be as follows, based on the consumption zone:

Consumption Zone	Price (¢/m³)
Bécancour	0.000
Estrie	0.000
Montérégie	0.000
Quebec	0.000
Saguenay	0.000

14.5.2.2.2 Unit Price for Volumes Delivered Outside the Territory

For each m³ of volume delivered outside the territory, the unit price shall be 0.700¢/m³.

14.5.3 CONTRACT RENEWAL AND INDEMNITY

The contract concluded with the customer may include a clause by which it is automatically renewed at its expiry or a clause requiring the customer to pay the distributor an indemnity at maturity of the term. The indemnity shall equal the book value of the assets at the end of the term.

If another customer who wishes to inject natural gas into the distributor's system requests access, during the period covered by the indemnity, to part of all of the MCC freed up by the customer who paid the indemnity, the indemnity may be partially reimbursed by the distributor in accordance with the agreement between the parties.

14.5.4 NATURAL GAS PRESSURE, COMPOSITION AND CALORIFIC VALUE

The customer's natural gas must be delivered at a pressure sufficient to allow natural gas to be injected in the distributor's system at the receipt point but shall not exceed the maximum pressure provided in the contract.

The natural gas injected by the customer must meet the TransCanada PipeLines, Canadian Mainline criteria as approved by the Canada Energy Regulator.

If the natural gas injected does not comply with the required standards, the distributor may suspend receipt of the nonconforming gas without notice. The customer shall still be required to fulfill its obligations to the distributor. The customer shall also reimburse the distributor for all costs incurred by the nonconformity of the natural gas.

14.5.5 REVISION OF MAXIMUM CONTRACTUAL CAPACITY (MCC)

The MCC may be increased during a contract term if it is economic and operationally possible for the distributor to increase the capacity at the receipt point.

The MCC may not be decreased unless the distributor consents to the transfer of the portion of the MCC the customer wishes to dispose of is transferred to another customer who wishes to inject natural gas into the system.

In all cases, revision of the MCC requires an agreement between the parties.

14.5.6 DAILY OVERRUNS OF MAXIMUM CONTRACT CAPACITY (MCC)

A customer who wishes to inject, on a particular day, a natural gas volume that is greater than its MCC must request the distributor's permission beforehand.

If it is operationally possible for the distributor to accept this additional volume of natural gas from the customer, it shall be billed the sum of 110% x the price of the minimum daily obligation, the unit price for the volume injected applicable at the receipt point and the unit price for the volume delivered within the territory applicable to the consumption zone or $m^3$the unit price for the volume delivered outside the territory, as the case may be.

If multiple requests to inject additional volumes of natural gas are made concurrently and said volumes exceed the distributor's ability to accept the natural gas, the available capacity shall be prorated according to the excess volumes requested.

14.5.7 POSSESSION AND CONTROL

Gas received by the distributor shall be deemed to be in the custody and under the control of the distributor from the time it is received into the distribution system until it is delivered outside of the distribution system.

14.5.8 REQUEST FOR NOMINATION

Subject to Article 14.5.6, requests for nomination received before the deadline of the "Timely" nomination window shall be accepted by the distributor and shall be effective the next gas day.

All requests for nomination or revision of nominated volumes received after the "Timely" nomination window can only occur when it is economic and operationally possible for the distributor to agree to it. If applicable, the last request received and accepted cancels the previous.

The request must be submitted in writing to the distributor by email or by fax if need be, by means of the form provided for this purpose. For purposes of this Article, an email is deemed to be written.

A customer must address its request for a nomination or nominated volume revision adjustment to the distributor by the following deadlines:

Nomination Windows	Beginning of Effective Gas Injection	Nomination Deadline
Timely	Next Gas Day at 10:00 EST	Day before at 11:00 ET
Evening	Next Gas Day at 10:00 EST	Day before at 18:00 ET
Intra-Day 1	Current Gas Day at 15:00 EST	Current day at 10:00 ET
Intra-Day 2	Current Gas Day at 19:00 EST	Current day at 14:30 ET
Intra-Day 3	Current Gas Day at 23:00 EST	Current day at 19:00 ET

14.5.9 SIMULTANEOUS INJECTION TO THE SAME RECEIPT POINT

14.5.9.1 Application

For any receipt point for which multiple customers simultaneously inject natural gas.

14.5.9.2 Designation of an Operator

An operator must be designated by customers injecting at a single receipt point.

The operator must provide daily the volumes nominated respectively for each customer of the same receipt point.

Prior to any simultaneous injection to the same receipt point, customers shall inform the distributor, in writing, of the identity of the operator. Customers shall also communicate in writing any change in the identity of the operator.

14.5.9.3 Nominated Volumes Reported by the Operator

The nominated volumes reported by the operator will be used to enforce the *Conditions of Service and Tariff* in respect of each customer injecting simultaneously to the same receipt point.

For the purposes of the application of the *Conditions of Service and Tariff,* customers who inject simultaneously to the same receipt point will remain responsible of the information provided to the distributor by the operator.

15. CAP-AND-TRADE EMISSION ALLOWANCES SYSTEM

15.1 DISTRIBUTOR'S SERVICE

15.1.1 APPLICATION

For any customer who withdraws natural gas and did not provide the exemption declaration approved by Énergir's GHG emissions auditor for the period.

15.1.2 CAP-AND-TRADE EMISSION ALLOWANCES SYSTEM (CTEAS) SERVICE RATE

15.1.2.1 CTEAS Price

For each m³ of traditional natural gas volume withdrawn, the CTEAS price as of October 1, 2024 is 8.199¢/m³. The price may be adjusted quarterly to reflect the actual cost of acquisition.

15.2 CUSTOMER-PROVIDED SERVICE

15.2.1 APPLICATIONS

For any customer who is registered as an emitter in the latest list published by the Minister under Article 35 of the *Regulation respecting a cap-and-trade system for greenhouse gas emission allowances* (chapter Q-2, r. 46.1).

15.2.2 RATE

15.2.2.1 Service Price

A customer shall not be billed for the price of cap-and-trade emission allowances system distributor's service.

16. OTHER APPLICABLE CHARGES

16.1.1 DISTRIBUTION SYSTEM CONNECTION CHARGE

The charge provided for in Article 4.3.2 shall be $300.

16.1.2 CHARGE FOR NON-STANDARD CONNECTION

The charge provided for in Article 4.3.3 shall be as follows:

1. Where an S6 or S20 metering device is installed, $50 per linear metre;
2. In all other cases, the price determined by the distributor on the basis of an estimate of the costs.

16.1.3 CHARGE FOR REDUCTION OF CONNECTION TIME

The charge provided for in Article 4.4.2 shall be as follows:

1. $500 if an S6 or S20 metering device is to be installed in less than 30 business days;
2. $750 if an S40 to S50 metering device is to be installed in less than 40 business days and $1,000 if an R80 to R450 metering device is to be installed;
3. In all other cases, the price shall be determined by the distributor on the basis of an estimate of the costs.

16.1.4 CHARGE FOLLOWING REQUEST TO VERIFY A METERING DEVICE

The charge provided for in Article 5.5 shall be as follows:

1. $250 in the case of an S6 or S20 type meter;
2. $580 in the case of an S40 or S50 type meter;
3. In all other cases, the price shall be determined by the distributor on the basis of an estimate of the costs.

16.1.5 CHARGE FOR NON-HONOURED PAYMENT

The charge provided for in Article 7.2.1 shall be $25.

16.1.6 LATE PAYMENT CHARGE

The late payment charge provided for in Article 9.3 shall be 1.5%.

16.1.7 COLLECTION CHARGE

The charge provided for in Article 9.4.2 shall be $50.

16.1.8 RECONNECTION CHARGE

The charge provided for in Articles 2.1.1, 4.4.1 and 9.5 shall be as follows:

1. $225 for customers whose annual volume is less than 10,950 m³;
2. $310 for customers whose annual volume is 10,950 m³ or more.

SECTION IV - EFFECTIVE DATE AND TRANSITIONAL PROVISIONS

17. EFFECTIVE DATE AND TRANSITIONAL PROVISIONS

17.1 EFFECTIVE DATE

17.1.1 APPLICATION

The present *Conditions of Service and Tariff* shall take effect on October 1, 2024 and shall apply to services supplied and volumes withdrawn effective from that date, subject to Article 17.2.1.

17.2 TRANSITIONAL PROVISIONS

17.2.1 CUSTOMER GROUPING

Customer grouping for transportation and load balancing services shall be permitted only if the customer grouping opts out from the distributor's transportation service in accordance with Article 17.2.2. D_1 distribution service customers may join the customer grouping for transportation and load balancing services provided the grouping includes a D_4 distribution service customer.

17.2.2 PROGRESSIVE WITHDRAWAL FROM THE DISTRIBUTOR'S TRANSPORTATION AND LOAD BALANCING SERVICES

Distribution Rate D_3 and D_4 customers, as well as Distribution Rate D_1 customers whose consumption is at least 75,000 m^3/year, may request to opt out of the distributor's transportation or load balancing services. Distribution Rate D_5 customers may not opt out of the distributor's transportation service.

Customers wishing to opt out of the distributor's transportation or load balancing services may do so before their written contract expires or during their verbal contract, provided they satisfy the prior notice requirements stipulated in the present *Conditions of Service and Tariff*.

For the purposes of this Article, a customer grouping may ask to opt out from the transportation service or load balancing service if at least one of the customers in the grouping qualifies for the withdrawal as stipulated in the first paragraph above. However, Distribution Rate D_5 customers may not opt out from the distributor's transportation service.

Where a request to opt out of distributor's services has not been submitted, customers shall continue to be billed in accordance with the distributor's services.

17.2.3 APPLICATION OF LOAD BALANCING RATE

Where the present *Conditions of Service and Tariff* continue to be applicable after September 30, 2025, the calculation of the parameters and the transposition in Articles 13.1.3 and 13.1.4 shall be modified to recognize the volumes applicable at September 30, 2025.