

**BLUESTEM MULTI-UTILITY
SERVICES ULC**

**SONOMA PINES
NATURAL GAS TARIFF**


Containing Definitions, Terms and Conditions and Rates for Service

This Tariff is available for public inspection at Bluestem Multi-Utility Services ULC, Victoria, B.C., and at the office of the British Columbia Utilities Commission in Vancouver.

Issued by: Darrin Stephanson
President
Bluestem Multi-Utility Services ULC
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SECTION A - DEFINITIONS

In this Tariff and the Schedules attached hereto unless the context otherwise requires the words and terms below shall mean as follows:

Basic Charge:

A fixed charge required to be paid by a Customer for Service during a prescribed period as specified in the applicable Rate Schedule.

Commercial Service:

The provision of firm Gas supplied to one Delivery Point and through one Meter Set for use in approved appliances in commercial, institutional, or small industrial operations.

Company:

Bluestem Multi-Utility Services ULC (BMUS) – Sonoma Pines Division.

Customer:

Any person, partnership, corporation, organization, company or Government agency served with Gas by BMUS at any one Premises.

Delivery Point:

The outlet of the Meter Set unless otherwise specified in the Service Agreement.

Delivery Pressure:

The pressure of the Gas at the Delivery Point.

Franchise Fee:

Means the aggregate of all monies payable by BMUS - Sonoma Pines to an entity:

- i) For the use of streets and/or utility rights-of-way for the purpose of constructing and operating the natural gas utility distribution system;
- ii) Relating to the revenues received by BMUS - Sonoma Pines for gas consumed within the boundaries of the BMUS - Sonoma Pines Subdivision;
- iii) Relating, if applicable to the value of gas transported by BMUS - Sonoma Pines through the BMUS - Sonoma Pines Subdivision.

Gas:

Natural Gas

Gas Service:

The delivery of Gas through a Meter Set.

Gigajoule:

A measure of energy equal to one billion joules used for billing purposes.

Main:

Pipes used to carry Gas for general or collective use for the purposes of distribution.

Main Extension:

Means an extension of one of BMUS - Sonoma Pines' mains with low, distribution, intermediate or transmission pressures, and includes tapping of transmission pipelines, the installation of any required pressure regulating facilities and upgrading of existing mains, or pressure regulating facilities on private property, but does not include the installation of Service Lines or Meter Sets.

Meter Set:

An assembly of BMUS - Sonoma Pines owned metering and ancillary equipment and piping.

Month:

A period of time, for billing purposes, of 27 to 34 consecutive days.

Premises:

A building, a separate unit of a building, or machinery together with the surrounding land.

Rate Schedule:

A schedule attached to and forming part of this tariff, which sets out the charges for Service and certain other related terms and conditions for a class of Service.

Residential Premises:

The Premises of a single Customer, whether single family dwelling, separately metered single-family townhouse, row house, apartment, or single-metered apartment blocks with four or less apartments.

Residential Service:

Firm Gas Service provided to a residential premise.

Service:

The provision of Gas Service or other related Service by BMUS - Sonoma Pines.

Service Agreement:

An agreement between BMUS - Sonoma Pines and a Customer for the provision of Service.

Service Line:

That portion of BMUS - Sonoma Pines' Gas distribution system extending from a Main or a Service Header to the inlet of the Meter Set.

Service-Related Charges:

Include Application Fees, Service Line Installation Fees, Franchise Fees, late payment charges, plus Social Services Tax, Goods and Services Tax, or other taxes related to these charges.

Standard Fees and Charges Schedule:

The schedule attached to and forming part of the Terms and Conditions which lists the various fees and charges relating to service provided by BMUS - Sonoma Pines as approved from time to time by the British Columbia Utilities Commission.

BMUS - Sonoma Pines:

Refers to BMUS - Sonoma Pines carrying on the business of a natural gas distribution utility.

BMUS - Sonoma Pines Gas System:

Refers to the natural gas distribution system (gas utility) constructed within the BMUS - Sonoma Pines service area.

BMUS - Sonoma Pines Subdivision:

Shall have the same meaning as BMUS - Sonoma Pines Subdivision which is the parcel of land located off Butt Road, just off Hwy 97 in Westbank, BC. It is a 90-acre parcel of land and is expected to deliver approximately 510 residential lots.

Temporary Service:

A service where Gas will be, or in the opinion of BMUS, is likely to be taken for a limited period of time.

Tenant:

A Person who has the temporary use and occupation of real property owned by another person.

Two Months:

A period of from 54 to 66 consecutive days.

SECTION B - TERMS AND CONDITIONS

1. APPLICATION FOR SERVICE

BMUS - Sonoma Pines serves Customers solely in accordance with the Natural Gas Tariff, including Terms and Conditions and Rate Schedules. Individuals, persons, or other entities seeking to become Customers and purchase natural gas shall apply for service.

Application for service can be made in person or in writing. Applicants will be required by BMUS - Sonoma Pines to complete and sign an Application form or a Service Agreement. The Application will become a contract upon commencement of service, and the provisions of the tariff will be part of said contract. Applicants may be required to provide reference information and identification acceptable to BMUS - Sonoma Pines.

If an Applicant is requesting Service from BMUS - Sonoma Pines at more than one Premises, or for more than one separately operated business, the Applicant will be considered a separate Customer for each of the Premises and businesses. For this provision, BMUS - Sonoma Pines will determine whether or not any building contains one or more Premises or any business is separately operated.

BMUS - Sonoma Pines may refuse to provide service to an Applicant if an occupant of the Applicant's Premises has an unpaid account for service incurred while the occupant previously occupied any Premises at the same time as the Applicant.

A Service Connection and a meter set are required to connect all Premises to BMUS - Sonoma Pines' Gas distribution system.

2. RE-APPLICATION FOR SERVICE

If a Service Agreement is terminated by a Customer, and if the prior Customer or spouse, servant or agent of that person applies for a new Service Agreement on the same rate schedule within 12 months of the most recent termination date for the same Premises, then the applicant shall pay the greater of:

- (a) The costs that BMUS - Sonoma Pines estimates that it will incur in making the restoration or reconnection of the service, or
- (b) The sum of the minimum charges which a Customer would have paid between the time of termination and the time of application for a new Service Agreement on the residential rate schedule.

3. CONDITIONS ON USE OF SERVICE

A Customer shall use Gas only for the purposes permitted under the Rate Schedule for which application is or was made.

A Customer must not increase the maximum rate of consumption of Gas delivered to it by BMUS - Sonoma Pines from that which may be consumed by the Customer under the applicable

Rate Schedule, nor significantly change its connected load without the written approval of BMUS - Sonoma Pines.

The normal Delivery Pressure is 1.75 kPa. BMUS - Sonoma Pines may charge Customers who require Delivery Pressure other than this, the additional costs associated with providing other than the normal Delivery Pressure.

BMUS - Sonoma Pines may conduct periodic reviews of the quantity of Gas delivered and the rate of delivery of Gas to a Customer to determine if the appropriate Rate Schedule is being applied to that Customer, and to change the Rate Schedule if warranted.

4. ASSIGNMENT

A Customer shall not transfer or assign a Service Agreement to another individual or person without the written consent of BMUS - Sonoma Pines.

5. SERVICE LINE CONNECTIONS

An Applicant for service must pay the applicable Application and Service Line installation fees as set out in the Standard Fees and Charges Schedule. The following conditions apply:

i.) Premises Connected:

If a Premises is already connected to BMUS - Sonoma Pines' Gas system at the time when the application for service is made then the Application Fee will be waived for reactivation of service, if service was discontinued for the reasons described in Item 9.

The Application Fee may also be waived if a Landlord requires Gas Service for a short period between the time of a Tenant moving out and a new one moving in.

ii.) Premises Not Connected:

If a Premises is not connected to BMUS - Sonoma Pines' Gas system at the time when the Application for Service is made, then a Service Line Connection and a Meter Set are required, and the Applicant shall pay BMUS - Sonoma Pines an amount as set out under the Standard Fees and Charges Schedule.

iii.) Conditions Governing Service Line Installation and Connection Charges:

- If BMUS - Sonoma Pines' Main is adjacent to the Customers Premises, BMUS - Sonoma Pines will designate the location of the Service Lines on the Customer's Premises and determine the amount of space that must be left unobstructed around them, and will install the Service Line from the main line to the meter set at no additional cost than the Standard Fees and Charges provided that:
 - the Service Line follows the route which is the most suitable to BMUS - Sonoma Pines, and
 - the estimated direct cost of the Service Line does not exceed the Service Line Cost Allowance set out in the Standard Fees and Charges Schedule, and

- the distance from the front of the Customer's building or machinery to the meter does not exceed 1.5 meters.
- A Service Connection charge shall include the costs for the underground Service Connection and a Meter Set.
- The Applicant shall pay the estimated direct construction cost in excess of the Service Line Cost Allowance as set out in the Standard Fees and Charges Schedule.
- BMUS - Sonoma Pines will normally serve each private property parcel of land with one Service Connection. If a Customer requests more than one Service Connection to the Premises, on the same Rate Schedule, BMUS - Sonoma Pines may install the Service Line and charge the Customer the Application Fee as set out in the Standard Fees and Charges Schedule, as well as the full cost (including overheads) for the Service Line installation in lieu of the Service Line Installation Fee set out in the Standard Fees and Charges Schedules. BMUS - Sonoma Pines will bill the additional Service Connection from a separate meter account. If the additional Service Connection is requested by a spouse, contractor, employee, agent or partner of the existing Customer, the same charges will apply.
- Where a new Service Line is required to serve more than one Customer at a Premises and the Service is provided with Gas meters connected to a meter manifold, the Application and Service Line Installation Fees for manifold meters set out in the Standard Fees and Charges Schedule will apply.
- BMUS - Sonoma Pines may charge the Customer for all additional costs as determined by BMUS - Sonoma Pines to install the Service Line in accordance with the Customer's request.
- A Customer applying for Temporary Service must pay BMUS - Sonoma Pines in advance for the costs which BMUS - Sonoma Pines estimates it will incur for the installation and subsequent removal of the facilities necessary to supply Gas to the Customer. Such costs shall include charges for labour, administration and depreciation on materials as determined by BMUS - Sonoma Pines.
- During frost conditions, BMUS - Sonoma Pines may postpone all construction until frost conditions no longer exist. If BMUS - Sonoma Pines is requested to carry out the construction, the Applicant or Customer may be required to pay all costs in excess of the Service Line Cost Allowance which are incurred due to the frost conditions.
- BMUS - Sonoma Pines owns the entire Service Line from the Main up to and including the Meter Set, whether it is located inside or outside the Customer's Premises.
- If the supply of Gas to a Customer's Premises is cut off for any reason, BMUS - Sonoma Pines is not required to remove the Service Line from the Customer's property.
- The Customer must advise BMUS - Sonoma Pines promptly of any damage occurring to the Service Line.

- A Customer must not construct any permanent structure over a Service Line or install any air intake openings or sources of ignition, which contravene government regulations, codes or BMUS - Sonoma Pines' policies.
- The Customer will be responsible for all necessary site preparation including clearing building materials, construction waste, equipment, soil, and gravel piles over the proposed service line route. BMUS - Sonoma Pines may recover from the customer, any additional costs associated with delays or additional site visits necessitated by inadequate or substandard site preparation by the Customer.

6. METER INSTALLATION

In order to bill the Customer for Gas delivered, BMUS - Sonoma Pines will install one or more Meter Sets on the Customer's Premises. All Meter Sets will be located outside the Customer's Premises at locations designated by BMUS - Sonoma Pines, unless BMUS approves otherwise. The installation cost of the first Meter Set is included in the Service Line Installation Fee.

No Meter Sets or related equipment will be installed, connected, moved, or disconnected except by BMUS - Sonoma Pines' authorized employees, contractors, agents or by other Persons with BMUS - Sonoma Pines' written permission.

If a Customer requests a relocation or modification to the Meter Set or related equipment, including automatic and/or remote meter reading, such requests must be approved by BMUS - Sonoma Pines in writing, and the costs of the modifications borne by the Customer. If any of the changes to the Meter Set or related equipment require BMUS - Sonoma Pines to incur ongoing incremental operating and maintenance costs, BMUS - Sonoma Pines may recover these costs from the Customer through a monthly charge. This situation also applies if the change or modification is necessitated by the actions of the Customer.

7. EQUIPMENT AND FACILITIES ON PRIVATE PROPERTY

BMUS - Sonoma Pines is not responsible for any facilities and equipment on the Customer's Premises beyond the Meter Set. BMUS - Sonoma Pines will only maintain its Service Lines and Meter Sets located on the Customer's property. All customer-owned equipment used to connect to BMUS - Sonoma Pines' Gas system shall be approved by and installed in a manner satisfactory to BMUS - Sonoma Pines and the local Gas Inspection authority.

8. CONNECTIONS AND DISCONNECTIONS

No connections, disconnections, extensions, replacements or any other changes are to be made to the BMUS - Sonoma Pines ' Gas distribution system by anyone other than authorized BMUS - Sonoma Pines employees, contractors or agents, or other Persons authorized in writing by BMUS - Sonoma Pines. Any change in the location of a Service Line must be approved in writing by BMUS - Sonoma Pines, and will be undertaken at the expense of the Customer if requested by or necessitated by the actions of the Customer.

9. SERVICE RECONNECTIONS

A Customer shall pay a Reactivation Charge when service is reconnected to Premises disconnected for the following reasons:

- i.) At the request of the Customer;
- ii.) To permit the Customer to make alterations to or on the private property;
- iii.) To permit a test of a meter at the request of a Customer, pursuant to the Electricity and Gas Inspection Act (Canada), and the meter is later determined to be accurate within the limits prescribed by that Act;
- iv.) Because BMUS - Sonoma Pines was ordered to disconnect by the appropriate inspection Authority;
- v.) For breach of the Natural Gas Tariff.

The Reactivation fee applies when the same Customer, or the spouse, employee, agent, contractor, or partner of the same Customer requests reactivation of Service to the Premises within one year.

A Customer shall not be required to pay a Reactivation Charge when the service disconnection was made for the reason of public safety or when BMUS - Sonoma Pines made the service disconnection for service requirements of BMUS - Sonoma Pines.

The Applicant for reactivation must pay the greater of:

- i.) the costs BMUS - Sonoma Pines incurs in reactivating the Service, or
- ii.) The sum of the minimum charges set out in the Rate Schedule, which would have been paid by the Customer between the time of termination and the time of reactivation of Service.

10. SERVICE UPGRADES AND EXTENSIONS

The Customer may make application to BMUS - Sonoma Pines to upgrade or extend the Service Line beyond the normal standard connection. Upon approval by BMUS - Sonoma Pines and agreement for payment by the Customer of the additional costs, BMUS - Sonoma Pines will upgrade or extend the Service Line only if it is on the route approved by BMUS - Sonoma Pines.

11. MAIN EXTENSIONS

- i.) **System Expansion** - BMUS - Sonoma Pines will make extensions of its Gas distribution system in accordance with system development requirements.
- ii.) **Ownership** - All extensions of the Gas distribution system will remain the property of BMUS - Sonoma Pines.
- iii.) **Economic Test** - All applications to extend the Gas distribution system to one or more new Customers will be subject to an economic test approved by the British Columbia Utilities Commission. The economic test will be a discounted cash flow analysis of the projected revenue and costs associated with the Main Extension. The Main Extension will be deemed to be economic and will be constructed if the results of the economic test indicate a zero or positive net present value.
- iv.) **Revenue** - The projected revenue to be used in the economic test will be determined by BMUS - Sonoma Pines by:
 - (a) estimating the number of Customers to be served by the Main Extension;
 - (b) establishing consumption estimates for each Customer;
 - (c) projecting when the Customer will be connected to the Main Extension; and
 - (d) Applying the appropriate revenue margins for each Customer's consumption.

The revenue projection will take into consideration the estimated number and type of Gas appliances used and the effect of variations in weather conditions have on consumption. In addition, the projected revenue from Application Fees and Service Line Installation Fees will be included. Only those Customers expected to connect to the Main Extension within 5 years of its completion will be considered

- v.) **Costs** - The total costs to be used in the economic test include, without limitation:
 - (a) the full labour, material, and other costs necessary to serve the new Customers including Mains, Service Lines (net of contributions in excess of the Service Line Cost Allowance), Meter Sets and any related facilities such as pressure reducing stations and pipelines;
 - (b) the appropriate allocation of BMUS - Sonoma Pines' overheads associated with the construction of the Main Extension;
 - (c) the incremental operating and maintenance expenses necessary to serve the Customers; and
 - (d) An allocation of system improvement costs.

In addition to the costs identified, the economic test will include applicable taxes and the appropriate return on investment as approved by the British Columbia Utilities Commission.

In cases where a larger Gas distribution Main is installed to satisfy future requirements, the difference in cost between the larger Main and the smaller Main necessary to serve

the Customers supporting the application may be eliminated from the economic test.

- vi.) **Contributions in Aid of Construction** - If the economic test results indicate a negative net present value, the Main Extension may proceed provided that the shortfall in revenue is eliminated by contributions in aid of construction by the Customers to be served by the Main Extension, their agents or other parties, or if there are non-financial factors offsetting the revenue shortfall that are deemed to be acceptable by the British Columbia Utilities Commission, BMUS - Sonoma Pines may finance the contributions in aid of construction for Customers. Contributions of less than \$100 per Customer may be waived by BMUS - Sonoma Pines.
- vii.) **Contributions Paid by Connecting Customers** - The Customers connecting at the time the Main Extension is built will pay the total required contribution. BMUS - Sonoma Pines will collect contributions from all Customers connecting during the first five years after the Main Extension is built. As additional contributions are received from Customers connecting to the main extension, partial refunds will be made to those Customers who had previously made contributions. At the end of the fifth year, all Customers will have paid an equal contribution, after reconciliation and refunds.

For larger Main Extension projects, BMUS - Sonoma Pines may use the Main Extension Contribution Agreement for initial contributions. Customers will be billed the contribution amount after the Main Extension is built.

- viii.) **Refund of Contributions** - A review will be performed annually, or more often at the BMUS' discretion, to determine if a refund is payable to all Customers who have contributed to the extension. If the review of contributions indicates that refunds are due, the following shall apply:
- (a) individual refunds greater than \$100 will be paid at the time of the review;
 - (b) individual refunds less than \$100 will be held until a subsequent review increases the refund payable over \$100, or until the end of the five-year contributory period;
 - (c) no interest will be paid on contributions that are subsequently refunded;
 - (d) the total amount of refunds issued will not be greater than the original amount of the contribution; and
 - (e) If, after making all reasonable efforts, BMUS - Sonoma Pines is unable to locate a Customer who is eligible for a refund, the Customer will be deemed to have forfeited the contribution refund and the refund will be credited to the other Customers who contributed towards the Main Extension.
- ix.) **Extensions to Contributory Extensions** - When a Main Extension is attached to an existing contributory Main Extension within the five-year contributory period for the existing extension, the new extension will be evaluated using the Main Extension Test to

determine whether a contribution is required. A prorated portion of the total contribution for the existing contributory extension will be assigned to the new extension on the basis of expected use, point of connection, and other factors. Any contributions toward the cost of the existing extension from Customers on the new extension will be used to provide partial refunds to the contributing Customers on the existing extension. The total refunds issued will not exceed the total amount of contributions paid by Customers on the existing extension.

- x.) **Security** - In those situations where the financial viability of a Main Extension is uncertain, BMUS - Sonoma Pines may require a security deposit in the form of cash or an equivalent form of security acceptable to BMUS - Sonoma Pines.

12. RESALE / UNAUTHORIZED SUPPLY OR USE

Unless authorized in writing by BMUS - Sonoma Pines, a Customer shall not sell, or supply Gas supplied to it by BMUS - Sonoma Pines to other Persons or use Gas supplied to it by BMUS - Sonoma Pines for any purpose other than as specified in the Service Agreement.

13. METERING

In order to determine for billing purposes the quantity of Gas consumed by the Customer, normally one-Meter Set approved by Measurement Canada will be installed by BMUS - Sonoma Pines on the Customer's Premises at a location most convenient to BMUS - Sonoma Pines.

The quantity of Gas delivered to the Premises will be metered using apparatus approved by Measurement Canada. The amount of Gas registered by the Meter Set during each billing period will be converted to Gigajoules in accordance with the Electricity and Gas Inspection Act and rounded to the nearest one-tenth of a Gigajoule.

A Customer who has more than one Meter set at the same Premises or adjacent Premises, may apply to BMUS - Sonoma Pines to consolidate its Meter Sets. If BMUS - Sonoma Pines approves the Customer's application, the Customer will be charged the value of all plant abandoned except Meter Sets that are removed to facilitate Meter Set consolidation. In addition, the Customer will be charged BMUS - Sonoma Pines' full costs, including overheads, for any abandonment, Meter Set removal and alteration downstream of the new Meter Set. If a new Service Line is required, BMUS - Sonoma Pines will charge the Customer the Service Line Installation Fee and the Application Fee. In addition, the Customer will be required to sign a release, waiving BMUS - Sonoma Pines' liability for any damages should the Customer decide to re-use the abandoned plant downstream of the new Meter Set.

The Customer shall take reasonable care of and protect all meters and apparatus belonging to BMUS - Sonoma Pines on the Customer's premises, and shall pay BMUS - Sonoma Pines the cost of any such meters or apparatus broken, missing or damaged except to the degree

that the Customer can show that the meter or apparatus was broken, missing or damaged due to a defect therein or to any act or omission of BMUS - Sonoma Pines' servants or agents.

All meters, piping or other apparatus furnished by BMUS - Sonoma Pines remain the property of BMUS - Sonoma Pines and must not be moved or removed from the premises without BMUS - Sonoma Pines' written permission.

14. METER READING

The interval between consecutive meter readings shall be at the sole discretion of BMUS - Sonoma Pines.

The meter will normally be read at monthly intervals for Residential and Commercial Customers.

15. METER TESTING

Any Customer who doubts the accuracy of the meter measuring Gas used by him/her may have the meter tested by the Federal Government Inspector. Applications for such tests should be made directly, or by mail to any District Inspector, Electricity and Gas Inspection Services in the Province of British Columbia. Should the meter on such test be found to register with an error greater than that permitted under the Electricity and Gas Inspection Act of Canada, BMUS - Sonoma Pines will refund the inspection fee to the Customer.

If the testing indicates that the meter is recording correctly, as defined by the Electricity and Gas Inspection Act, the Customer must pay BMUS - Sonoma Pines for the cost of removing, replacing, and testing the meter as set out in the Standard Fees and Charges Schedule.

16. BILLING

- (a) Bills will be rendered on the basis of the Customer's Service Agreement, the Rate Schedules under which the Customer is provided Service and the Fees and Charges contained in the Standard Fees and Charges Schedule.
- (b) If meter readings cannot be obtained for any reason, the consumption may be estimated by BMUS - Sonoma Pines and used for billing purposes, and the next bill, which is based on actual meter readings, will be adjusted for the difference between estimated and actual use over the interval between meter readings.
- (c) If any meter fails to register or registers incorrectly, the consumption may be estimated by BMUS - Sonoma Pines and used for billing purposes, subject to Section 17 (Back Billing).
- (d) Gas Service to each Meter Set will be billed separately for Customers who have more than one Meter Set on their Premises.
- (e) If the Customer terminates a Service Agreement, BMUS - Sonoma Pines may estimate

the final meter reading for final billing.

- (f) Bills will be rendered as often as deemed necessary by BMUS - Sonoma Pines, but generally on a monthly or bi-monthly basis. The due date for payment of bills shown on the face of the bill is the first business day after:
 - i.) The twenty first (21st) calendar day following the billing date; or
 - ii.) Such other period as may be defined in a Special Contract or agreed upon by the Customer and BMUS - Sonoma Pines.
- (g) Bills shall be paid at the business office of BMUS - Sonoma Pines.
- (h) Customers requesting historic billing information may be charged the cost of processing and providing this information.

17. BACKBILLING

Pursuant to section 59 of the Utilities Commission Act, this Tariff constitutes the consent of the Commission to allow BMUS - Sonoma Pines in the circumstances specified herein, to charge, demand, collect or receive from its Customers in respect of a regulated service rendered, a greater or lesser compensation than that specified in the subsisting schedules of BMUS - Sonoma Pines applicable to that service.

In the case of a minor adjustment to a Customer's bill, such as an estimated bill or an equal payment plan billing, such adjustments do not require back-billing treatment to be applied.

- 1) Back billing means the re-billing by BMUS - Sonoma Pines for services rendered to a Customer because the original billings were discovered to be either too high (over-billed) or too low (under-billed). The discovery may be made by either the Customer or BMUS - Sonoma Pines and may result from the conduct of an inspection under provisions of the federal statute, the Electricity and Gas Inspection Act ("EGI Act"). The cause of the billing error may include any of the following non-exhaustive reasons or combination thereof:
 - (a) stopped meter
 - (b) metering equipment failure
 - (c) missing meter now found
 - (d) switched meters
 - (e) double metering
 - (f) incorrect meter connections
 - (g) incorrect use of any prescribed apparatus respecting the registration of a meter
 - (h) incorrect meter multiplier
 - (i) the application of an incorrect rate

- (j) incorrect reading of meters or data processing
 - (k) tampering, fraud, theft, or any other criminal act
- 2) Whenever the dispute procedure of the EGI Act is invoked, the provisions of that Act apply, except those which purport to determine the nature and extent of legal liability flowing from metering or billing errors.
 - 3) Where metering or billing errors occur and the dispute procedure under the EGI Act is not invoked, the consumption and demand will be based upon the records of BMUS - Sonoma Pines for the Customer, or the Customer's own records to the extent they are available and accurate, or if not available, reasonable, and fair estimates may be made by BMUS - Sonoma Pines. Such estimates will be on a consistent basis within each Customer class or according to a contract with the Customer, if applicable.
 - 4) If there are reasonable grounds to believe that the Customer has tampered with or otherwise used BMUS - Sonoma Pines' service in an unauthorized way, or evidence of fraud, theft or other criminal act exists, then the extent of back-billing will be for the duration of the unauthorized use, subject to the applicable limitation period provided by law, and the provisions of items (7), (8), (9) and (10) below do not apply.

In addition, the Customer is liable for the direct (unburdened) administrative costs incurred by BMUS - Sonoma Pines in the investigation of any incident of tampering, including the direct costs of repair, or replacement of equipment.

Under-billing resulting from circumstances described above will bear interest at the rate normally charged by BMUS - Sonoma Pines on unpaid accounts from the date of the original under-billed invoice until the amount under-billed is paid in full.
 - 5) In every case of under-billing or over-billing, the cause of the error will be remedied without delay, and the Customer will be promptly notified of the error and of the effect upon the Customer's ongoing bill.
 - 6) In every case of over-billing, BMUS - Sonoma Pines will refund to the Customer all money incorrectly collected for the duration of the error, subject to the applicable limitation period provided by law. Simple interest, computed at the short-term bank loan rate applicable to BMUS - Sonoma Pines on a monthly basis, will be paid to the Customer.
 - 7) Subject to item (4) above, in every case of under-billing, BMUS - Sonoma Pines will back-bill the Customer for the shorter of:
 - (a) the duration of the error; or
 - (b) six months for Residential or Commercial Service, and
 - (c) One year for all other Customers or as set out in a special or individually negotiated contract with BMUS - Sonoma Pines.
 - 8) Subject to item (4) above, in every case of under-billing, BMUS - Sonoma Pines will offer the Customer reasonable terms of repayment. If requested by the Customer, the repayment term will be equivalent in length to the back-billing period. The repayment

will be interest free and in equal instalments corresponding to the normal billing cycle. However, delinquency in payment of such instalments will be subject to the usual late payment charges.

- 9) Subject to item (4) above, if a Customer disputes a portion of a back-billing due to under-billing based upon either consumption, demand, or duration of the error, BMUS - Sonoma Pines will not threaten or cause the discontinuance of service for the Customer's failure to pay that portion of the back-billing, unless there are no reasonable grounds for the Customer to dispute that portion of the back-billing. The undisputed portion of the bill shall be paid by the Customer and BMUS - Sonoma Pines may threaten or cause the discontinuance of service if such undisputed portion of the bill is not paid.
- 10) Subject to item (4) above, in all instances of back billing where changes of occupancy have occurred, BMUS - Sonoma Pines will make a reasonable attempt to locate the former Customer. If, after a period of one year, such Customer cannot be located, the over- or under-billing applicable to them will be cancelled.

18. EQUAL PAYMENT PLAN

On application by a Customer BMUS - Sonoma Pines may, provided his/her credit is established to the satisfaction of BMUS, permit the Customer to pay fixed monthly instalments on account of Gas consumed by him/her during all or any part of a period (herein after called the "budget period") consisting of twelve months commencing with a normal meter reading date at his/her Premises. Monthly instalments shall be fixed so that the sum of the instalments to be paid shall equal the sum which would be payable at the applicable rate, for the Gas which BMUS - Sonoma Pines estimates the Customer will consume during the budget period. BMUS - Sonoma Pines may at any time revise any estimate of a Customer's consumption made by it in light of experience gained or changes to the Rate Schedules, and in accordance therewith may increase or decrease the amount of monthly instalments payable by the Customer.

The payment of monthly instalments may be terminated at any time by the Customer giving five days' notice of termination to BMUS, or by BMUS if the Customer has not maintained his/her credit to the satisfaction of BMUS.

At the end of the budget period or upon its earlier termination, the amount which is payable by the Customer to BMUS - Sonoma Pines for Gas actually consumed on his/her Premises from the beginning of the budget period shall be compared with the sum of the monthly instalments paid by the Customer in respect of such time, and any deficit shall be paid by the Customer to BMUS - Sonoma Pines, or, any excess shall be paid or credited by BMUS to the Customer.

19. LATE PAYMENT CHARGE

If the amount due on any bill has not been paid in full on or before the due date shown on such bill, and if the unpaid balance is \$15 or more, a further bill will be rendered to include the overdue amount plus a late payment charge as set out in the Standard Fees and Charges Schedule. Notwithstanding the due date shown, to allow time for payments made to reach BMUS

- Sonoma Pines, and to co-ordinate the billing of late payment charges with scheduled billing cycles, BMUS - Sonoma Pines may, in its discretion, waive late payment charges on payments not processed until a number of days after the due date.

20. RETURNED CHEQUE CHARGE

If a cheque received by BMUS - Sonoma Pines from a Customer in payment of any account is returned by the Customer's bank, trust company or financial institution for the reason of not sufficient funds (NSF), or any reason other than clerical error, a returned cheque charge, as set out in the Standard Fees and Charges Schedule, for processing each returned cheque will be added to the amount due and payable by the Customer whether or not the service has been disconnected.

21. REFUSAL TO PROVIDE SERVICE AND DISCONTINUANCE OF SERVICE

BMUS - Sonoma Pines may refuse to provide service or may discontinue **with 48 hours written notice**, service to any Customer (or Applicant) who:

- (a) failed to fully pay for services at any or all premises on or before the due date, or
- (b) failed to pay any required security deposit, equivalent form of security, or post a guarantee or required increase in it, by the specified date, or
- (c) is in receivership or bankruptcy, or operating under the protection of any insolvency legislation and has failed to pay any outstanding bills to BMUS - Sonoma Pines, or
- (d) occupied the premises with another occupant who has an outstanding account incurred for service while occupying any premises at the same time as the Customer.

BMUS - Sonoma Pines may refuse to provide service or may discontinue service **without notice**, to any Customer (or Applicant) who:

- (e) refused to provide reference information and identification acceptable to BMUS - Sonoma Pines, when applying for service or at any subsequent time on request by BMUS, or
- (f) breached the terms and conditions upon which service is provided by BMUS, or
- (g) has defective pipe, appliances, or Gas fittings in the Premises, or
- (h) uses Gas in such a manner, as in BMUS - Sonoma Pines' opinion may:
 - lead to a dangerous situation, or
 - cause undue or abnormal fluctuations in the Gas pressure in the

transmission or distribution system, or

- (i) fails to make modifications or additions to the Customer's equipment which have been required by BMUS - Sonoma Pines to prevent the danger or control the fluctuations described in (h) above, or
- (j) fraudulently misrepresents to BMUS - Sonoma Pines its use of Gas or the volume delivered, or vacates the Premises, or
- (k) has his/her Service Agreement terminated for any reason, or
- (l) Stops consuming Gas on the Premises.

BMUS - Sonoma Pines shall not be liable for any loss, injury or damage suffered by any Customer by reason of the discontinuation of or refusal to provide service as aforesaid.

22. SECURITY FOR PAYMENT OF BILLS

- (a) Customers who have not established or maintained credit to the satisfaction of BMUS - Sonoma Pines, may be required to provide a security deposit or equivalent form of security, the amount of which may not
 - be less than \$50, or
 - exceed an amount equal to the estimate of the total bill for the two highest consecutive months' consumption of Gas by the Customer.
- (b) A security deposit or equivalent form of security is not an advance payment.
- (c) BMUS - Sonoma Pines will pay interest on a security deposit at the rate and at the times specified in the Standard Fees and Charges Schedule. If a security deposit is returned to a Customer for any reason, BMUS - Sonoma Pines will credit any accrued interest to the Customer's account at that time. No interest is payable on any unclaimed deposit left with BMUS - Sonoma Pines after the account for which it is security is closed, or on a deposit held by BMUS - Sonoma Pines in a form other than cash.
- (d) When the Customer pays the final bill, BMUS - Sonoma Pines will refund any security deposit plus any accrued interest or cancel the equivalent form of security.
- (e) If BMUS - Sonoma Pines is unable to locate the Customer to whom a security deposit is payable and it remains unclaimed for 10 years, the deposit then becomes the property of BMUS - Sonoma Pines.
- (f) If a Customer's bill is not paid when due, BMUS - Sonoma Pines may apply all or any part of the Customer's security deposit or equivalent form of security and any accrued interest towards payment of the bill. Under these circumstances, BMUS - Sonoma Pines may still elect to discontinue service to the Customer for failure to pay for Service.
- (g) If a Customer's security deposit or equivalent form of security is appropriated by BMUS -

Sonoma Pines for payment of an unpaid bill, the Customer must re-establish the security deposit or equivalent form of security before BMUS - Sonoma Pines will reconnect or continue service to the Customer.

23. ACCOUNT CHARGE - EXISTING INSTALLATION

When a change of Customer occurs, an account charge, as set out in the Standard Fees and Charges Schedule (Application Fee - Existing Installation), shall be paid by the new Customer with respect to each account in that Customer's name for which a separate bill is rendered by BMUS - Sonoma Pines, except in the following cases:

- (1) If the new Customer is, or was, the spouse of the former Customer.
- (2) If the new Customer is the owner or operator of multi-tenant premises, one standard charge shall be paid with respect to all accounts for single-family dwellings for which he will be the Customer in such premises.

24. TERM OF SERVICE AGREEMENT

If a Customer is being provided with Residential or Commercial Service, the initial term of the Service Agreement would be determined as follows:

- (1) When a new service Line is required will be one Year, or
- (2) When a Main Extension is required will be for a period of time fixed by BMUS - Sonoma Pines not exceeding the number of years used to calculate the revenue in the Main Extension test.

The Service Agreement would be renewed unless:

- (a) The Service Agreement or the applicable Rate Schedule specifies otherwise, or
- (b) The Service Agreement is terminated pursuant to Item 25 below, or
- (c) A refund has been made pursuant to Item 26, or
- (d) The Service Agreement is for Seasonal Service.

The Service Agreement would be automatically renewed at the end of its initial term as follows:

- From month to month for Residential or Commercial Service, and
- From year to year for all other types of Gas Service.

25. TERMINATION OF SERVICE

Unless the Service Agreement or applicable Rate Schedule specifies otherwise, the Customer may terminate the Service Agreement after the end of the initial term by giving BMUS - Sonoma Pines at least 48 hours' notice. The Customer will be held responsible for all Gas

consumed on the premises and all damage to meters or other apparatus of BMUS - Sonoma Pines between the date of the Customer's removal from the premises and the date that the Service Agreement is properly terminated.

The Customer is not released from any previously existing obligations to BMUS - Sonoma Pines by terminating the Agreement.

After receiving a termination notice for a Premises, and after a reasonable period of time during which a new Customer has not applied for Gas Service at the Premises, BMUS - Sonoma Pines may seal off the Service Line to the Premises and remove the Meter Set.

BMUS - Sonoma Pines reserves the right to suspend or terminate service at any time to prevent fraudulent use of Gas, to protect its property, to protect its service to other Customers, if the Customer fails to comply with the terms of his/her Service Agreement, or if BMUS - Sonoma Pines is ordered by a competent government authority to suspend or terminate such service.

26. DELAYED CONSUMPTION

- (a) If a Customer has not consumed Gas within 3 months after the installation of the Service Line to the Customer's Premises, BMUS - Sonoma Pines may charge the minimum charge for each billing period after that.
- (b) If the Customer has not consumed Gas for a period of one year after installation of the Service Line to the Customer's Premises, BMUS - Sonoma Pines may charge the Customer the full cost of construction and installation of the Service Line and Meter Set less the total of the minimum charges billed to the Customer to that date.

If the Customer who has paid the cost of the Service Line as per Item (b) above, proceeds to consume Gas in the second year after installation of the Service Line, BMUS - Sonoma Pines will refund to the Customer the payments made under Item (b). If such a refund is made, the term of the Service Agreement will be one year from the time the Customer begins consuming Gas.

27. LIABILITY

- (a) BMUS - Sonoma Pines will endeavour to provide a regular and uninterrupted supply of Gas, but it does not guarantee a constant supply of Gas or the maintenance of unvaried pressures. BMUS - Sonoma Pines, its employees, contractors or agents are not responsible or liable for any loss, injury (including death), damage or expense incurred by any Customer or any Person claiming by or through the Customer, caused by or resulting from, directly or indirectly, any discontinuance, suspension, or interruption of, or failure or defect in the supply or delivery or transportation of, or refusal to supply, deliver, or transport Gas, or provide Service, unless the loss, injury (including death), damage or expense is directly attributable to the gross negligence or willful misconduct of BMUS - Sonoma Pines, its employees, contractors or agents provided, however, that BMUS - Sonoma Pines, its employees, contractors and agents are not responsible for any

loss of profit, loss of revenues or other economic loss even if the loss is directly attributable to the gross negligence or willful misconduct of BMUS - Sonoma Pines, its employees, contractors or agents.

- (b) Gas service may be temporarily suspended to make repairs or improvements to BMUS - Sonoma Pines' system or in the event of fire, flood or other sudden emergency. BMUS - Sonoma Pines will, whenever practicable, give notice of such suspension to the Customer and will restore service as soon as possible. Telephone, newspaper, flyer, radio, or other acceptable announcement method may give such notice. BMUS - Sonoma Pines shall not be liable for any loss, injury or damage caused by or arising out of any such suspension of service.
- (c) The Customer is responsible for all expense, risk, and liability with respect to:
- the use or presence of Gas before it passes the Delivery Point in the Customer's Premises, and
 - BMUS - Sonoma Pines owned facilities serving the Customer's Premises.
- If any loss or damage caused by or resulting from failure to meet that responsibility is caused, or contributed to, by the act or omission of the Customer or a Person for whom the Customer is responsible.
- (d) The Customer is responsible for all expense, risk, and liability with respect to the use or presence of Gas after it passes the Delivery Point.
- (e) The Customer is responsible for all expense, risks, and liability with respect to all Meter Sets or related equipment at the Customer's Premises unless any loss or damage is:
- directly attributable to the negligence of BMUS - Sonoma Pines, its employees, contractors, or agents, or
 - caused by or resulting from a defect in the equipment. The Customer must prove such negligence or defect.
- (f) The Customer will indemnify and hold harmless BMUS - Sonoma Pines, its employees, contractors and agents from all claims, loss, damage, costs or injury (including death) suffered by the Customer or any Person claiming by or through the Customer or any third party caused by or resulting from the use of Gas by the Customer or the presence of Gas in the Customer's Premises, or from the Customer or Customer's employees, contractors or agents damaging BMUS - Sonoma Pines ' facilities.

28. ACCESS TO PREMISES AND EQUIPMENT

BMUS - Sonoma Pines' agents, contractors and employees shall have, at all reasonable times, free access to BMUS' meters and apparatus and the pipes leading therefrom on the Customer's Premises to ascertain the quantity or method of use of service, as well as for the purpose of reading, testing, repairing, or removing meters and ancillary equipment, turning Gas on or off,

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conducting system leakage surveys, stopping leaks, and examining pipes, fittings, connections, and appliances.

29. CURTAILMENT OF SERVICE

BMUS - Sonoma Pines will use its best efforts to provide the constant delivery of Gas and the maintenance of unvaried pressures. However, at any time in the event of a breakdown or failure of the main supply or distributing plant or equipment, or to comply with the requirements of any law, BMUS shall have the right to require any Customer or class or classes of Customers or all its Customers, until notice of termination of the requirement is given, or between specified hours, to discontinue the use of Gas for any purpose or purposes or to reduce in any specified degree or quantity his/her consumption of Gas for any purpose or purposes.

Any such requirement may be communicated to any Customer or Customers or to all Customers by either or both of the following means, that is to say, public notices in the press and announcements over radio, and may be communicated to any individual Customer by either or both of the following means, that is to say, notice in writing (either sent through the mail or left at the premises where Gas service is received, or served personally) and oral (which may be by telephone) communication. Any notice of the termination of any requirement may be communicated similarly.

If in the opinion of any official of BMUS - Sonoma Pines any Customer of BMUS has failed to comply with any requirement of BMUS communicated as aforesaid, BMUS shall be at liberty, after notice to the Customer is communicated as aforesaid, to discontinue Gas service to such Customer.

BMUS - Sonoma Pines shall not be liable for any loss, injury, damage, or expenses occasioned to or suffered by any Customer for or by reason of the making of any such requirement or the discontinuance of Gas service to him as aforesaid.

30. DISTURBING USE

All equipment for which Gas is supplied shall be subject to the reasonable approval of BMUS - Sonoma Pines and the Customer shall take and use the Gas so as not to endanger apparatus or cause any undue or abnormal fluctuations on BMUS' system.

BMUS may require the Customer, at his own expense, to provide equipment which will reasonably limit such fluctuations or disturbances and may refuse to supply Gas or suspend the supply thereof until such equipment is provided.

31. TAXES

The rates and charges set out in this Tariff do not include Social Services Tax or any other tax which BMUS - Sonoma Pines may be lawfully authorized or required to add to its normal rates

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and charges.

32. RENTAL PREMISES

As a condition of service to Rental Premises, an owner or operator who wishes BMUS - Sonoma Pines to consider dealing directly with a tenant or tenants may be required to enter into a Rental Premises Agreement with BMUS - Sonoma Pines which provides for responsibilities of the owner or operator in relation to payment for service used in the Premises.

Notwithstanding any Rental Premises Agreement BMUS - Sonoma Pines may, at its sole option at any time and from time to time, either:

- i.) deal directly with the owner or operator of the Premises as a Customer of BMUS with respect to any and/or all services to the Premises, or
- ii.) subject always to the provisions of any Rental Premises Agreement, deal directly with each tenant as a Customer of BMUS.

33. RATE SCHEDULES

The rates to be charged by and paid to BMUS - Sonoma Pines for Gas service shall be the rates set out in the rate schedules from time to time in effect and contained in the Natural Gas Tariff of BMUS - Sonoma Pines which may be inspected during business hours at BMUS' office.

BMUS - Sonoma Pines will endeavour to provide the Customer with information and advice with respect to all rates available to the Customer from time to time, but in every case the selection of the rate used shall be the sole responsibility of the Customer.

The Customer may apply at any time in writing to be billed on another rate schedule from that under which he is being served. BMUS may, in its sole discretion, reject, defer, or approve such application.

In general, approval will not be granted:

- i.) if the rate schedule which the Customer applies for was used by the Customer during the preceding twelve months, or
- ii.) if the rate applied for is, in the opinion of BMUS - Sonoma Pines, not available to the Customer.

34. SPECIAL CONTRACTS AND TARIFF SUPPLEMENTS

In unusual circumstances, Special Contracts and Tariff Supplements may be negotiated between BMUS - Sonoma Pines and the Customer and submitted for BCUC approval where:

- i.) a minimum rate or revenue stream is required by BMUS - Sonoma Pines to ensure that service to the Customer is economic, or

- ii.) factors such as system by-pass opportunities exist, or alternative fuel costs are such that a reduced rate is justified to keep the Customer on the system.

35. CONFLICTING TERMS AND CONDITIONS

Whenever anything in these Terms and Conditions conflicts with any special terms or conditions provided in any rate schedule, the terms or conditions provided in the rate schedule shall prevail and whenever anything in these Terms and Conditions or in any rate schedule is in conflict with the terms of any special contract the terms of such special contract shall prevail.

36. AUTHORITY OF AGENTS OF BMUS - SONOMA PINES

No employee, contractor, or agent of BMUS - Sonoma Pines has authority to make any promise, agreement or representation not incorporated in these Terms and Conditions or in a Service Agreement, and any such unauthorized promise, agreement or representation is not binding on BMUS - Sonoma Pines.

37. DIRECT PURCHASE AGREEMENTS

Where BMUS - Sonoma Pines incurs any costs relating to implementing, providing or facilitating the direct purchase arrangements of a Customer, agent, broker or marketer, BMUS - Sonoma Pines may, subject to BCUC approval, collect those costs from the Customer, agent, broker or marketer. Such costs may include the cost of arranging, acquiring, or transporting substitute Gas supplies as well as any other costs or obligations relating to the direct purchase arrangement that are incurred by BMUS - Sonoma Pines. BMUS - Sonoma Pines can bill the Customer for such costs as part of the regular BMUS - Sonoma Pines ' bill for Service.

Where a Customer has acquired Gas under a direct purchase arrangement and later wishes to return to BMUS - Sonoma Pines ' Gas supply system, the following may apply:

- (a) BMUS - Sonoma Pines may require that the Customer provide BMUS - Sonoma Pines with one year's written notice before the date on which the Customer wishes to return to the BMUS - Sonoma Pines Gas supply, and
- (b) BMUS - Sonoma Pines will supply the Customer with system Gas when the Customer wishes to return to system Gas supply if BMUS - Sonoma Pines is able to secure additional Gas supply and transportation to accommodate the Customer, and
- (c) BMUS - Sonoma Pines may, subject to BCUC approval, charge the customer for any costs associated with the Customer returning to the BMUS - Sonoma Pines system Gas supply. Such costs may include, among other things, the costs of securing additional Gas supply and transportation to accommodate the Customer. BMUS - Sonoma Pines can bill the Customer for such costs as part of the regular BMUS - Sonoma Pines' bill for service.

38. STANDARD FEES AND CHARGES SCHEDULE

Application Fee	
Existing Installation	\$25.00
New Installation	\$85.00
New Installation – Manifold Meters	\$85.00 per meter
Service Line Installation Fee	
New Installation	\$215.00
New Installation – Manifold Meters	\$215.00 per Service Line
Service Line Cost Allowance	
Other than a duplex	\$1,100.00
Duplex	\$1,985.00

39. ADMINISTRATIVE CHARGES

Late Payment Charge	1.5% per month (19.6% per annum) on outstanding balance
Returned Cheque Charge	\$20.00

Interest on Cash Security Deposit:

BMUS - Sonoma Pines will pay interest on cash security deposit at BMUS - Sonoma Pines' prime interest rate minus 2%. BMUS - Sonoma Pines' prime interest rate is defined as the floating annual rate of interest which is equal to the rate of interest declared from time to time by BMUS - Sonoma Pines lead bank as its "prime rate" for loans in Canadian dollars.

Payment of interest will be credited to the Customer's account in January of each year.

Metering Related Charges:

Disputed Meter Testing Fees:	
Meter rated at less than or equal to 14.2 m ³ /hour	\$30.00
Meter rated greater than 14.2 m ³ /hour	Actual Costs of removal and replacement

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