

18. TRANSITORY TRANSITIONAL PROVISIONS

18.1.1 APPLICATION

The Conditions of ~~Natural Gas of~~ Service and Tariff shall take effect on December 1, 2010 and shall apply to services supplied and volumes withdrawn effective from that date, subject to Articles 18.1.2 to 18.1.5.

18.1.2 CUSTOMER GROUPING

Customer grouping for transportation and load-balancing services shall be permitted only if the customer grouping is withdrawing from the distributor's transportation service in accordance with Article 18.1.3. D1 distribution service customers may join the customer grouping for transportation and load-balancing services provided the grouping includes a D4 distribution service customer.

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

All Distribution Rate DM, D3 and D4 customers, as well as all Distribution Rate D1 customers whose peak daily load **P** (as specified in the Load-Balancing Rate) at a metering point is at least 30,000 m³/day, may request to opt out of the distributor's transportation or load-balancing services. Distribution Rate D5 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 current contract expires, provided they satisfy the prior notice requirements stipulated herein.

For the purposes of this article, a customer grouping may ask to withdraw 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 D5 customers may not withdraw 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 Rates.

18.1.4 APPLICATION OF LOAD-BALANCING RATE

Where the present rates continue to be applicable after September 30, 2011, the calculation of the parameters and the transposition in Articles 14.1.3 and 14.1.4 shall be modified to recognize the volumes applicable at September 30, 2011.

18.1.5 AGREED PEAK SHAVINGS PERCENTAGE IN EXCESS OF SUBSCRIBED VOLUME

Customers who had, as of September 30, 2006, a D3 or D4 distribution service contract and a D5 distribution service contract at the same time and who contracted for a peak shavings percentage in excess of the subscribed volume are subject to that peak shavings percentage until their contract expires.

18.1.6 FIXED RATE

Customers who ~~had~~, ~~as of at~~ November 30, 2010, ~~had~~ a fixed Distribution Rate D1 shall remain subject to that rate until the expiry date of their contract. However, the unit price of the Green Fund contribution is added to the distribution service prices.

18.1.7 APPLICATION OF STABLE LOAD RATE (D3)

The stable load rate (D3) under Article 16.4.1 shall apply as follows effective October 1, 2011: Distribution Service D3: ~~For all Any~~ withdrawals of firm ~~and~~ stable service natural gas ~~recorded-measured~~ at a single metering point ~~if-when~~ the customer's subscribed volume is at least 333 m³/day, if the customer's load factor, calculated using the daily peak consumption, is at least 60% and the annual volume of natural gas is at least 75,000 m³.

18.1.8 ~~REPEAL-REVOCATION~~ OF MODULAR RATE (DM)

Article 16.3 Distribution Service (DM): Modular is ~~repealed-revoked~~ effective October 1, 2011.

18.1.9 LOAD-BALANCING SERVICE

Customers who have a modular distribution service (DM) contract and ~~switch transfer~~ to the general rate (D1) ~~as of at~~ October 1, 2011 shall continue to be subject to the load-balancing price calculation ~~set out~~ in Article 14.1.2.2.

18.1.10 REDUCTION FOR CONTRACT TERM FOLLOWING ~~A~~ TRANSFER TO STABLE LOAD RATE D3 OR D4

Customers who have a modular rate contract (DM) and transfer to stable load rate D3 or D4 ~~as of at~~ October 1, 2011 shall benefit from the ~~contract-term~~ reduction ~~set out~~ in Article 16.4.2.3, which will be calculated ~~based on-according to~~ the term of the modular rate (DM) contract ~~signed~~.

18.1.11 REDUCTION FOR CONTRACT TERM FOLLOWING ~~A~~ SUBSEQUENT TRANSFER TO STABLE LOAD RATE D3 OR D4

Customers who have a modular distribution service (DM) contract and ~~switch transfer~~ to the general rate (D1) ~~as of at~~ October 1, 2011 may, following that date but before the expiry date stipulated in their modular rate (DM) contract, transfer their contract to stable load rate D3 or D4. Customers who make such a transfer may benefit from the rate reduction related to the ~~term of their~~ modular rate (DM) contract ~~term~~.

18.1.12 CONTRACT EXTENSIONS

Customers who have a modular rate (DM) contract and transfer, on October 1, 2011, to the stable load D3 or D4 rate, and who, because of the expiry of their modular rate (DM) contract, ~~do-can~~ not meet the ~~minimum-requirement for~~ contract extension notice ~~period~~ ~~set out~~ in Article 16.4.4, may extend their contract without having to ~~respect such notice period-comply with that time limit~~. A contract extension notice ~~shall-must~~ nevertheless ~~have to be submitted-be given~~ no later than December 31, 2011. The remaining term of the contract so renewed ~~shall-must~~ be at least three years.

18.1.13 DETERMINATION OF ~~TRANSITORY TRANSITIONAL~~ REBATE

Customers who have a modular rate (DM) contract and ~~switch transfer~~ on October 1, 2011, to the general rate (D1) shall be entitled, ~~as of effective from~~ that date, to a ~~transitory transitional~~ rebate calculated ~~based on according to~~ the reductions for the contract term and the MAO that were applicable to them ~~as of at~~ September 30, 2011.

18.1.14 REDUCTION OF ~~TRANSITORY TRANSITIONAL~~ REBATE

The ~~transitory transitional rebated rebate~~ calculated in accordance with the provisions of Article 18.1.13 shall be reduced by 5.17% effective October 1, 2011.

18.1.15 TERMINATION OF MODULAR RATE (DM) CONTRACTS

Modular rate (DM) contracts in force ~~as of at~~ September 30, 2011 shall be deemed resiliated at that date regardless of their expiry date, subject however to ~~maintaining maintenance of~~ all the obligations arising ~~pursuant to from~~ financial assistance received ~~from~~ or an investment ~~made~~ by the distributor under modular rate (DM) contracts ~~executed as well as maintaining and to maintenance~~, where applicable, ~~of~~ rights arising from the application of this section. Customers who were bound by a modular rate (DM) contract ~~shall must~~, effective October 1, 2011, sign a new contract at stable load rates D3 or D4 or interruptible rate D5. If such a contract is not signed, the customer will be deemed to have opted for the general rate (D1) and shall be subject to that rate ~~as of effective from~~ October 1, 2011, subject to the conditions ~~set out~~ in this section.

18.1.16 EXPIRY OF STABLE LOAD RATE (D3) CONTRACTS WITH RATE COMBINATION

Customers who ~~have~~, as ~~of at~~ September 30, 2011, ~~have~~ a stable load distribution service (D3) contract in rate combination with the interruptible rate (D5) may, ~~as of effective from~~ October 1, 2011, terminate the interruptible portion of the contract before it expires.