

March 5, 2012

Ontario Energy Board  
2300 Yonge Street  
Suite 2700  
Toronto, Ontario  
M4P 1E4

Attention: Ms. Kirsten Walli, Board Secretary

**RE: EB-2010-0280 – Union Gas Limited – Revised Conditions of Service**

Dear Ms. Walli:

On June 29, 2011, the Ontario Energy Board (the “Board”) released a Notice of Proposal to Amend a Rule in which it proposed a number of amendments to the GDAR

On October 14, 2011 the Board released a Notice of Amendment to a Rule in which it revised the coming into force date to April 1, 2012.

Union has implemented modifications to Sections 4.4, 4.7, 4.9, 4.11, 4.12 and 4.14 of its Conditions of Service, effective March 5, 2012.

Please find attached Union’s revised Conditions of Service in compliance with section 8.5.2 of GDAR. The revised Conditions of Service is attached and available at Union’s website at <http://uniongas.com/aboutus/policies/>. Notice for the changes to the Conditions of Service at Section 4 will be provided to customers in a bill insert issued in March 2012 in compliance with section 8.5.1 of GDAR.

If you have any questions, please contact me at 519-436-4521

Yours truly,

*[original signed by]*

Marian Redford  
Manager, Regulatory Initiatives

Union Gas  
**CONDITIONS OF SERVICE**

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## Foreword

Union Gas is a distributor of natural gas in the province of Ontario. We are committed to serving our customers in a safe, reliable and efficient manner. This document has been prepared to explain, in a summary form, the conditions which govern our operations. It is intended that this communication will help us to better serve our customers.

Except as otherwise noted, the following conditions apply to all gas rates and gas service, by or with Union Gas (referred to as “us” or “we” throughout this document).

We reserve the right to modify, alter or amend these conditions and to make further and other conditions as experience may suggest and as we may deem necessary or convenient in the conduct of our business. These conditions do not supersede any terms and conditions agreed to in our contracts for gas supply with you.

## Basic Terminology

British Thermal Unit (BTU)	The amount of heat required to raise the temperature of one pound of water 1 degree Fahrenheit at 60 degrees Fahrenheit.
Company	Union Gas – also referred to as “We” and “Us” throughout this document. Refers to Union Gas, and where appropriate, any member that provides you with Union Gas services or products.
Cubic Metre	One standard cubic metre of gas is the volume of the gas that occupies one cubic metre at a temperature of 15 degrees Celsius and an absolute pressure of 101.325 kPa. (One standard cubic metre equals 35.494 standard cubic feet).
Curtailment	An unplanned suspension of gas delivery caused by a physical failure or a high risk failure on our pipeline system, or non-delivery of gas into our pipeline system.
Customer	An individual, group of individuals, company or corporation responsible for the receipt and payment of goods and/or services provided by the Company. Referred to as “you” and “your” throughout this document.
Customer Service	Work done for you by our service personnel or authorized agents on behalf of us, including the installation and adjustment to meters and regulators and the associated appliance inspections.
Degree Days	<p>A measure of the coldness of the weather experienced, based on the extent to which the daily mean temperature falls below the reference temperature of 18 degrees Celsius.</p> <p>A heating degree day is the difference between 18 degrees Celsius and the average temperature of the day. For example if the average given temperature on any given day is 10 degrees Celsius, then the number of degree days would be 8 (18-10). If the average temperature for the day is 18 degrees Celsius or higher, then the number of degree days for that day would be zero. As the weather gets colder the number of degree days increases.</p> <p>Union Gas uses degree days as a measure of coldness for comparative purposes. Generally the higher the degree days recorded, the higher the gas used on an account.</p>
Gas	Natural gas or manufactured gas or liquefied petroleum gas or any mixture of these containing not less than 36 megajoules per cubic metre.
Gas Appliance	A device that consumes or is intended to consume a gas

	and is certified or field approved as acceptable to the provincial authority having jurisdiction.
Gas Sales Contract	A contract between the Company and a customer prescribing rates and conditions for the supply of gas, transportation and storage services to the customer.
Main	The pipe that is used to carry natural gas to a service.
Main Extension	The addition of pipe to an existing main to serve new customers.
Point of Delivery	The point(s) or points at the outlet side of our meter(s) at the location(s) where the gas is delivered to you.
Property Line	The Line that separates the boundary between one property and the next immediately adjacent property whether it is public or private.
Rate Schedule	<p>One of a set of schedules filed with and approved by the Ontario Energy Board describing a category of customer, the rates charged for gas supplied to customers in the category and the particular terms under which gas is supplied to such customers.</p> <p>The rates determined by Union Gas and approved by the Ontario Energy Board that outlines the type of customer and the payment schedules for each of these customer types.</p>
Service Lateral	Piping that conveys gas from a main to your meter.
Service	<p><i>Residential:</i> Customers supplied for residential purposes in a single family dwelling or building, or in an individual flat or apartment within a multiple family dwelling or building or a portion of a building occupied as the home, residence, or sleeping place of one or more persons.</p> <ul style="list-style-type: none"> <li>▪ When service for residential purposes is supplied to two or more families served as a single customer under one rate classification contract that service is considered as commercial but is counted as only one customer.</li> <li>▪ Residential premises also used regularly for professional or business purposes (such as doctor's office in a home or where a small store is integral with the living space), are considered as residential where the residential use of gas is half or more than half of the total service.</li> </ul> <p><i>Commercial:</i> Applies to customers engaged in selling, warehousing or distributing a commodity, in some business activity or in some other form of economic or social activity (also includes professions).</p> <ul style="list-style-type: none"> <li>▪ The size of the customer's operation or volume of use is not a criterion for determining Commercial service.</li> </ul> <p><i>Industrial:</i> Customers engaged in a process which creates or changes raw or unfinished materials into another form or product, or who change or complete a semi-finished</p>

material into a finished form.

- All gas used on premises which qualify under the industrial classification is to be classified as industrial service.
- The size of the customer's operation or volume of use is not a criterion for determining Industrial Service.

# 1. About our Area and Gas Services

## 1.1 Area Served by Company

As outlined in these conditions of service, Union Gas has an adequate supply of gas to serve its customers, and has properly installed pipe and piping according to the appropriate legislative requirements. Union Gas supplies gas to over 400 communities within the 230 municipalities where Union Gas holds a franchise agreement. These are considered traditional place names and may not in all cases reflect the current names of these communities.

### Communities

Aberfoyle	Beachville	Burford Twp
Acton	Beardmore	Burgessville
Adelaide Twp	Belleville	Burks Falls
Ailsa Craig	Bentinck Twp	Burlington
Alberton	Berwick	Cache Bay
Aldborough Twp	Bewdley	Caledonia
Alma	Blandford-Blen Twp	Callander
Alvinston	Banshard Twp	Calstock
Amabel Twp	Blenheim	Cambridge
Amherstburg	Blezard Valley	Camden Twp
Amherstview	Blind River	Camlachie
Ancaster	Bloomfield	Campbellville
Appin	Bloomingtondale	Canboro
Arkona	Blue Mountains	Canborough Twp
Arran Twp	Blyth	Canfield
Artemesia Twp	Bosanquet Twp	Cannifton
Arthur	Bothwell	Capreol
Arthur Twp	Bracebridge	Caradoc Twp
Astra	Branchton	Cardinal
Atherley	Brant Twp	Carlisle
Atikokan	Brantford	Carrick Twp
Atwood	Brantford Twp	Castleton
Awrey Twp	Breslau	Cathcart
Ayr	Brigden	Cayuga
Azilda	Brighton	Cayuga N Twp
Baden	Brights Grove	Cayuga S Twp
Baltimore	Brockville	Cedar Springs
Barwick	Brooke Twp	Centralia
Batawa	Brookville	Centreton
Bath	Bruce Mines	Chaput Hughes
Bayfield	Brussels	Charing Cross
Bayham Twp	Burford	Charlotteville Twp



Chatham	Dryden	Forest
Chatham Twp	Duart	Fort Frances
Chatsworth	Dumfries N Twp	Foxboro
Chelmsford	Dumfries S Twp	Frankford
Chesterville	Dundas	Freelton
Clifford	DunnTwp	Fullarton Twp
Clinton	Dunnville	Gananoque
Cobalt	Dunwich Twp	Garafraxa W Twp
Cobourg	Durham	Garden River
Cochrane	Dutton	Garson
Colborne	Ear Falls	Georgetown
Colborne Twp	Earlton	Geraldton
Colchester N Twp	East Wawanosh Twp	Glanbrook Twp
Colchester S Twp	Easthope N Twp	Glen Williams
Collingwood Twp	Easthope S Twp	Glencoe
Conestogo	Echo Bay	Glenelg Twp
Coniston	Eden	Goderich
Copetown	Egmondville	Goderich Twp
Copper Cliff	Egremont Twp	Gosfield S Twp
Corbyville	Ekfrid Twp	Gowanstown
Cornwall	Elginburg	Grafton
Corunna	Ellice Twp	Grand Bend
Courtland	Elliot Lake	Gravenhurst
Courtright	Elma Twp	Greensville
Crediton	Elmira	Grey Twp
Crysler	Elora	Guelph
Culross Twp	Emo	Guelph Twp
Cumberland Beach	Englehart	Hagersville
Dashwood	Enniskillen Twp	Haileybury
Dawn Twp	Eramosa Twp	Hallebourg
Delaware Twp	Erie Beach	Halton Hills
Delhi	Erieau	Hamilton
Derby Twp	Espanola	Hanmer
Dereham Twp	Essex	Hanover
Desbarats	Euphemia Twp	Harrisburg
Deseronto	Exeter	Harriston
Devlin	Falconbridge	Harrow
Dorchester	Fauquier	Harty
Dorchster N Twp	Fergus	Harwich Twp
Dorion	Finch	Hawkesville
Dover Centre	Fisherville	Hay Twp
Dover Twp	Flamborough	Hearst
Dowling	Flamborough W Twp	Heidelberg
Downie Twp	Flesherton	Hensall
Drayton	Floradale	Hepworth
Dresden	Florence	Hibbert Twp

Highgate	Listowel	Morris Twp
Hillier	Lively	Morrisburg
Holland Twp	Lobo Twp	Morrison
Holtyre	Logan Twp	Mosa Twp
Hornell Heights	Londesborough	Moulton Twp
Howard Twp	London	Mount Brydges
Howick Twp	London Twp	Mount Elgin
Hullett Twp	Long Sault	Mount Forest
Huntsville	Longford Mills	Mount Hope
Hurkett	Longlac	Mount Pleasant
Huron Park	Lowbanks	Murillo
Ignace	Lowville	Nairn Centre
Ingersoll	Lucan	Nanticoke
Ingleside	Lynden	Napanee
Inkerman	Lynedoch	Naughton
Innerkip	Madoc	Neebing
Inwood	Maitland	New Dundee
Iron Bridge	Mannheim	New Hamburg
Iroquois	Markdale	New Liskeard
Iroquois Falls	Markstay	Newburgh
Jarvis	Marmora	Newbury
Jerseyville	Maryborough Twp	Nichol Twp
Joyceville	Maryhill	Nipigon
Kakabeka Falls	Matheson	Nissouri W Twp
Kapuskasing	Mattawa	Norfolk Twp
Keewatin	Mattice	Normanby Twp
Kenora	Maynard	North Bay
Kent Bridge	McGillivray Twp	North Buxton
Keppel Twp	McKillop Twp	North Cobalt
Kilbride	Meaford	Norval
Kilsyth	Merlin	Norwich
Kilworth	Metcalfe Twp	Norwich N Twp
Kilworth Heights	Middleport	Norwich S Twp
Kingston	Middleton Twp	Norwich Twp
Kingsville	Mildmay	Novar
Kirkland Lake	Millgrove	Oakland
Kitchener	Milton	Oakland Twp
Komoka	Minto Twp	Oakville
La Salette	Mitchell	Odessa
Lakeport	Mitchell's Bay	Oil City
Lakeshore	Monteith	Oil Springs
Langton	Moonbeam	Oliver Paipoonge
Lasalle	Moore Twp	Onaping
Leamington	Mooretown	Oneida Twp
Levack	Morewood	Onondaga Twp
Linwood	Morpeth	Opasatika

Orford Twp  
Orillia  
Orkney  
Orland  
Orrville  
Otterville  
Owen Sound  
Oxford Southwest Twp  
Paincourt  
Palmerston  
Paris  
Parkhill  
Parry Sound  
Peacock Point  
Peel Twp  
Petersburg  
Petrolia  
Picton  
Pilkington Twp  
Pinewood  
Plainfield  
Plattsville  
Plympton Twp  
Point Edward  
Porcupine  
Porquis Junction  
Port Dover  
Port Elgin  
Port Hope  
Port Lambton  
Port Rowan  
Port Ryerse  
Port Stanley  
Port Sydney  
Powassan  
Prescott  
Princeton  
Puslinch Twp  
Quinte West  
Rainham Twp  
Rainy River  
Raleigh Twp  
Rama  
Ramore  
Red Rock  
Ridgetown

Rockwood  
Rodney  
Romney Twp  
Rondeau Park  
Roseville  
Rothsay  
Rutherglen  
Salem  
Sarawak Twp  
Sarnia  
Sauble Beach  
Saugeen Twp  
Sault Ste. Marie  
Schumacher  
Scotland  
Seaforth  
Sebringville  
Selby  
Selkirk  
Seneca Twp  
Shallow Lake  
Shanty Bay  
Sherbrooke Twp  
Shrewsbury  
Shuniah Twp  
South Mountain  
South Porcupine  
South River  
Southampton  
Southwold Twp  
Springford  
St Agatha  
St Andrews West  
St Clements  
St George  
St Jacobs  
St Marys  
St Thomas  
St Vincent Twp  
St Williams  
Stanley Twp  
Stephen Twp  
Stirling  
Stockdale  
Stoney Creek  
Stratford

Strathroy  
Stratton  
Sturgeon Falls  
Sudbury  
Sullivan Twp  
Sundridge  
Swastika  
Sydenham Twp  
Tara  
Tavistock  
Tecumseh  
Teeswater  
Teeterville  
Temagami  
Thamesford  
Thamesville  
Thedford  
Thessalon  
Thornbury  
Thorne  
Thunder Bay  
Tilbury  
Tilbury E Twp  
Tillsonburg  
Timmins  
Townsend  
Townsend Twp  
Trenton  
Trout Creek  
Tuckersmith Twp  
Tupperville  
Turnberry Twp  
Tweed  
Usborne Twp  
Val Caron  
Val Gagne  
Val Rita  
Val Therese  
Vanastra  
Vermilion Bay  
Verner  
Vickers Heights  
Vittoria  
Wahnapitae  
Walkerton  
Wallace Twp

Wallaceburg  
Wallenstein  
Walpole Twp  
Walsingham  
Walsingham N Twp  
Walsingham S Twp  
Wardsville  
Warren  
Warwick Twp  
Waterdown  
Waterford  
Waterloo  
Watford  
Wellesley  
Wellesley Twp  
Wellington  
West Lorne

West Montrose  
Westbrook  
Westlake  
Westminster Town  
Wheatley  
Whitefish  
Wiarton  
Wilkesport  
Williams E Twp  
Williams W Twp  
Williamsburg  
Wilmot Twp  
Winchester  
Windham Twp  
Windsor  
Wingham  
Winterborne

Woodhouse Twp  
Woodlawn  
Woodslee  
Woodstock  
Wooler  
Woolwich Twp  
Wyoming  
Yarmouth Twp  
York  
Zone Twp  
Zorra Twp  
Zorra-Tavistock East  
Zurich

## 1.2 Quality of Gas

The gas to be delivered shall be natural gas or its equivalent from our present or future sources of supply, and shall:

- Have a heating value of a minimum 36 megajoules per cubic metre
- Be commercially free from objectionable matter

**NOTE:** *The gas delivered to customers attached to field gathering lines may vary from pipeline quality gas due to local well conditions.*

## 1.3 Gas Distribution Services

Gas distribution services will be made available to all residential, commercial and industrial customers in all communities served by us:

- when we have determined transportation, distribution and/or storage capacity is available, and
- when we determine that the installation of gas piping (and related gas equipment) to serve you is economically feasible

### Applying for more than one type of rate schedule

Customers may have gas distribution services under more than one rate schedule, as follows:

- Provided the customer meets all of the requirements for applicability, which are found in each rate schedule.
- This service may be taken through one meter, provided:
  - there is agreement upon a definite volume of gas that you will purchase under each rate
  - the volume of gas that falls under distribution charges, and
  - the delivery sequence

### Gas Distribution Interruptions

Curtailment, or requests to stop gas use, may be required if the supply of gas is jeopardized, in the following situations:

- If there is an actual or threatened shortage of natural gas beyond our control
- When required because of curtailment or restrictions ordered by an authorized government authority

We assume no liability for any loss of production or for any damage whatsoever due to curtailment or discontinuance or because of the length of advance notice given that directs that curtailment or discontinuance.

## 1.4 Limitations of Liability

We shall use care and diligence to furnish sufficient gas distribution capacity but we assume no liability for damages or loss resulting from any failure of supply.

It is the customer's responsibility to provide and maintain:

- All pipes and valves to take the gas from the meter
- All equipment used in the burning of gas
- All vents necessary to efficiently take all products of combustion (including unburned gas if any) to the outside air

## 2. Initiation of Service

### 2.1 Main Extensions

We will extend our gas main within our franchise area to serve new customers (or potential customers) when:

- those requirements will not disturb or impair the service to prior users
- we determine the extension of the gas main is economically feasible

When we determine the extension of our facilities is not economically feasible, the applicant will be required to pay a contribution in aid of construction. We will determine the contribution amount before the extension of such facilities.

### 2.2 Service Lateral Installations

Service laterals will be installed provided that:

- There is an application for gas.
- The site of the service lateral installation is within our franchise area.
- Adequate distribution facilities are available.
- Any necessary main extension can be justified in accordance with our line extension practice.
- The requested hourly volume is available in accordance with the required supply pressure.
- In our sole discretion, we have an adequate gas supply to provide gas service.

We will designate the location of the service lines, meters and regulators, and will determine the amount of space that must be left unobstructed for the installation.

We do not assume ownership, responsibility or maintenance of piping beyond the outlet side of the meter or regulator set up.

If a customer wants us to install main on property that is not owned by the customer, such as road allowance, municipal or neighbouring property, land rights (in the form of easement) will be required for the installation / maintenance of gas lines (and equipment) from that property owner.

We shall try to restore property to the approximate condition in which it was found before starting our operations. This includes property that is excavated or may be disrupted during laying, constructing, repairing or removing our facilities.

### 2.3 Customer Costs

Gas service laterals extending from the property line to the meter location will be installed according to our policies and procedures. Customers are charged for these services as follows:

#### Residential Customers

- Billed for any excess charges beyond 30 metres

- Billed for aid as calculated using the Company's test of economic feasibility for service lateral extensions
- Billed for charges related to the installation of the meter set beyond our approved location.

#### **Commercial and Industrial Customers**

- Union Gas uses a Distribution Related Economic Analysis Model to cost Commercial and Industrial services. If the service does not meet an economic feasibility benchmark, a customer will be expected to pay aid to construction costs in order to meet our internal economic feasibility benchmark.
- If aid to construction is required, Union Gas will provide the costs to the customer, for approval prior to initiating the installation of the service

When the installation is effected by us, our cost is:

- Material used at inventory value (including appropriate stores expense).
- Cost of direct labour on installation (including appropriate payroll burden).
- Cost of transportation and mobile work equipment.
- Cost of contract work.

## **2.4 Relocation of Service Laterals**

For service lateral relocations requests, the cost will be based on size and nature of any added gas that is required. Requested relocations for convenience or aesthetics will normally be on a charge basis.

We reserve the right to make changes, extensions, or replacements of service lines.

## **2.5 Customer Piping**

As an applicant for service, a customer shall at their expense, equip premises with all piping and attachments from the meter to the appliances or equipment served. It is the customer's responsibility to maintain the piping and equipment beyond the outlet side of the meter. Such piping and attachments shall be installed and maintained in accordance with the Ontario Regulation 212/01 – Gaseous Fuels, as amended.

If we know that the piping and/or appliances or heating equipment are defective, or not in accordance with applicable rules and regulations, ordinances or codes, we will not connect a meter.

We may discontinue gas service at any time that we find defective or unsafe conditions on:

- the piping
- the venting
- the appliances or other gas-fired equipment

#### **Notification and Maintenance**

If there is leakage or escape of gas on a customer's premises, the customer is required to immediately notify Union Gas. The emergency number for Union Gas Limited is 1-877-969-0999.

Customers should ensure that their chimney or gas equipment venting system is clean and clear of obstructions.



If injury or damage occurs because of the escape of gas or products of combustion of gas from building piping, venting systems, or appliances on the customer's side of the Point of Delivery, we are not liable, unless the injury or damage can be traced to our negligence.

## **2.6 Meters and Meter Location**

A meter or meters of standard manufacture, that we install (unless otherwise specified) shall measure the gas supplied. We will furnish each customer with a meter of a size and type that will adequately serve the customer's requirements. These meters are our property. We can inspect, remove or replace these as we deem necessary or in accordance with applicable rules, regulations, ordinances or codes.

Non-contiguous customer premises shall be metered and billed separately. Premises are considered non-contiguous when they:

- are not on the same tract of land
- are complete and not integrated with or part of other premises
- are integrated with or part of other premises

Tracts of land separated by public streets, roads, lanes or alleys shall be considered non-contiguous lands.

Residential, Commercial, Industrial meters will be located near a building, taking into consideration the following:

- safety
- distribution facilities
- customer equipment
- noise
- structural design
- landscaping
- accessibility for meter reading and servicing

Inside locations require the approval of the District Manager or designate.

Anyone who is not an authorized agent of the Company shall not be permitted to connect or disconnect our meters, regulators or gauges, or in any way alter or interfere with our meters, regulators or gauges.

Customers are responsible for protecting all metering and regulating equipment necessary for the supply of gas and for keeping it accessible at all times. Customers will be held liable for any such loss or damage beyond ordinary wear and tear, and if required, shall pay us the cost of necessary repairs or replacements.

We are not responsible for damages caused by the freezing of water pipes, water heaters and hot water systems in your premises unless the damage can be traced to our negligence.

## **2.7 Delivery and Use of Gas**

Our gas delivery and the customer's use of gas constitute a contract subject to these provisions, even if a contract has not been signed.

The place of delivery of all gas purchased under sales service, or redelivery in the case of direct purchase, shall be at the outlet of our meter located at or near the point or points of connection with the customer's facilities. At that point all gas delivered shall become the customer's property.

All gas passing through the meter, whether it is used or lost through leaks in pipes, apparatus, or otherwise is the customer's responsibility and the customer shall pay for that gas.

Gas sold to non-contract customers at excess pressure shall be sold by the cubic metre corrected to a base temperature and pressure.

## **2.8 Inspection of New Installations**

All inspections shall conform to the Technical Standards and Safety Act and regulations made under the Act.

An inspection will be made of new installations of supply piping and gas appliances and installations in accordance with Company practice as follows:

- where premises are connected to a supply of gas for the first time.
- in accordance with the requirements of the Technical Standards and Safety Act and the regulations made under the Act.

If the inspection reveals that repairs or major adjustments are required, the customer will be advised.

## 3. Maintenance of Service

### 3.1 Customer Service Policy Statement

Union Gas provides customers with specific and specialized service. The following services are provided free of charge:

- Emergency response
- Inspections mandated by applicable legislation
- Minor adjustment service to natural gas equipment (i.e. work that can be completed within 30 minutes and does not require any appliance parts, special tools or special equipment). Customers requiring additional appliance service will be advised to contact a third party service provider.

### 3.2 Access to Premises

Our authorized representatives shall have access to a customer's premises at all reasonable times and upon reasonable notice to inspect, read, test, repair, or replace the meter or meters, appliances and equipment used in connection with gas service.

### 3.3 Testing Meters

We will test meters when necessary, or:

- upon a customer's request
- when required to ensure accordance with legislative requirements.

If there is an unresolved dispute between two parties over meter accuracy, the test process must be initiated through Measurement Canada. This maintains the independence of the dispute process and requires the disputing party, normally the customer, to contact Measurement Canada directly.

Measurement Canada sets out Federal Regulations Union Gas must follow with regard to Gas Measurement. Union Gas is a fully accredited Gas Utility with authorization from the Federal Government to test and seal meters.

If a customer requests a meter accuracy check, and it meets the regulated accuracy requirements during the inspection, we may charge any additional cost for the meter removal and test. This is in addition to the Government inspection fee.

### 3.4 Resale Prohibited

Gas shall not be resold or redistributed (pursuant to the definitions of those terms in the OEB Act) directly or indirectly by the customer, except:

- gas purchased under the Company's Rate Schedule M1, M2, Rate 01 and Rate 10 for resale as motor vehicle fuel gas (as that term is defined in Ontario Regulation 805/82), or
- gas purchased under the Company's Rate Schedules M9 and M10 and Rate 77 by a customer, that is itself a distributor of natural gas.

## 4. Customer Care

Section 4 applies to any customer that has not entered into a Gas Sales Contract with Union Gas. For customers that have entered into a Gas Sales Contract with Union Gas, the terms and conditions set out in that contract will supersede the information contained within this section.

### 4.1 Establishing an Account

Whether a new customer or moving from an existing Union Gas account, customers should notify Union Gas before taking possession of a new home. Account requests can be submitted [online](#) or by phone at 1-888-774-3111. Accounts are subject to a one-time activation fee. Customers with Union Gas may be required to provide a security deposit. See section 4.11 for details.

Once delivery of gas to a premise has been established, a contract between the customer and Union Gas is in effect until delivery of gas is discontinued. The customer agrees to pay for services provided, and is liable for all gas supplied to the premises and for the safe custody of Union Gas property.

### 4.2 Meter Reading

Union Gas makes every effort to read all meters on a monthly schedule. Sometimes we estimate bills if inaccessibility or weather prevents us from reading the meter within a few days of the normal date.

Customers may elect to supply their own meter reading either [online](#) or by telephone at 1-888-774-3111. When submitted on a timely basis, these readings will be used in the monthly bill calculation.

If usage is estimated, any necessary adjustments will be included in the next actual meter reading.

On rare occasions, we may have to estimate a bill if the metering equipment malfunctions or has been damaged.

Commercial / industrial non-contract excess pressure customers' meters may be read daily or weekly.

### 4.3 Billings for Accounts

#### Consolidated Billing

Customers may combine several meters on to one gas bill if the meters are located on contiguous tracts of land not divided by a public right-of-way. In such cases, an additional service charge as specified in the current rate order shall be rendered each month for each of these meters.

## Master Summary Billing

Master Summary Billing summarizes the invoices associated with multiple accounts on one Master Account. Customers choosing this option receive no more than four Master bills per month, depending on the number and location of meters included in their various individual accounts.

### 4.4 Bill issuance and Payment

Bills are issued on a monthly basis. Invoices are due when rendered and customers are provided a period of 20 days for payment before a Late Payment Charge is applied to their account. Both the invoice issue date and the Late Payment applicable date are printed on all invoices. Whether the customer is issued a paper or electronic invoice, the dates and timelines are the same.

Gas Charges are calculated using rates approved by the Ontario Energy Board.

Each monthly gas invoice will include a set 'monthly charge' that is a set amount charged to every customer regardless of the amount of gas used. It partially covers the cost of maintaining a safe gas distribution system 24 hours a day, every day. The monthly charge will be prorated on initial, final and seasonal invoices when the period covered by the bill is less than 25 days. The amount of the monthly charge is part of the approved Ontario Energy Board rate structure.

Invoices are due when rendered. Union Gas' billing and payment options include:

- **Automatic payment plan:**  
Automatically withdraw payment from your bank account.
- **Paperless billing:**  
Use Union Gas' free paperless billing option to receive your bill online.
- **Equal Billing Plan:**  
Enjoy the benefits of predictable monthly billings all year.
- **Combine Billing and Payment Options:**  
Bundle Paperless Billing, Equal Billing Plan and the Automatic Payment Plan to make monthly payments even more convenient.

Join our billing and payment options [online](#) or by telephoning 1-888-774-3111.

More payment options:

- Online banking through your financial institution
- Telephone banking
- Automatic Teller machine
- In person at most banks and financial institutions
- Pay your bill using your credit card [online](#) or through our automated telephone service at 1-888-774-3111. Please note that this credit card service is powered by Paymentus Corporation and is subject to a service fee of \$3.25 for each payment up to \$150.
- Mail your payment directly to Union Gas.

When payment of the monthly invoice has not been made in full 20 days after the bill has been issued, an Ontario Energy Board approved late payment charge equal to 1.5% (annual effective rate of 19.56%) of any unpaid balance, including previous arrears will be charged.

The Late Payment fee is not applied to unpaid security deposit amounts.

Payments are posted to customer accounts based on the day the payment is received. The date of receipt of mailed payment will be the postmark date on the envelope.

## **4.5 Allocation of Payments between gas and non-gas charges**

Payments are applied to charges based on date (oldest paid first), then based on the priority for additional charges incurred at the same time.

For any charges in arrears, payment will be applied to the oldest charge first and Late Payment fees will be applied to the outstanding balance.

Union Gas does not provide joint billing services for rentals or third party services.

## **4.6 Correction of Billing Errors**

If a billing error occurs, customers should contact our Customer Contact Centre at 1-888-774-3111 to request a billing investigation.

With the exception of tampering or theft of gas:

- If the error resulted in over-billing, it will be corrected for a period of up to two years. The customer may request a refund or opt to leave the credit amount on their account to cover future bills.
- If the error resulted in under-billing, it will be corrected for a period of up to one year. If required, Union Gas will work with the customer to determine a mutually agreeable repayment schedule.
- If the time period cannot be reasonably determined, the error will be corrected for a period of up to three months.

## **4.7 Equal Billing Plan**

The Equal Billing Plan offers residential customers the convenience of equal payments throughout the year. Using your total natural gas usage for the previous year and current gas rates, we calculate your total expected gas bills and divide it into equal monthly instalments. In August of each year your EBP is “trued up” and your account is credited or billed for any difference between the EBP instalments that you have paid and the gas you’ve used.

Your account is reviewed periodically and your monthly EBP instalment may be adjusted up or down. Factors that can impact your EBP instalment include significant changes in the weather, gas rates or the amount of gas used.

If you cancel the Equal Billing Plan before the August true up, or if you move from your residence, the plan will be automatically trued up at that point and your account will be billed or credited for the difference between the EBP instalments paid and the cost of the gas you have used.

Each August, your gas usage for the previous year is reviewed to determine your new instalment amount for the coming plan year. You will be automatically re-enrolled in the plan in September for the next 12 months at your new monthly instalment amount.

## **4.8 Discontinuance of Gas Delivery – Customer Initiated**

Customers who require a temporary disconnection of their gas service should contact Union Gas at 1-888-774-3111. During the temporary disconnection, customers must either continue to pay the monthly fixed charge or pay a disconnection and reconnection fee.

## 4.9 Disconnection for Non-payment

If any charges remain unpaid after the date shown on the invoice, Union Gas has the right to discontinue delivery of gas service.

**Residential Accounts** - If the customer does not initiate action to manage their arrears, delivery may be discontinued after giving 10 days written notification through a Disconnection Notice to the customer. The Disconnection Notice will indicate the earliest and latest date on which the disconnection will occur, provides payment options to avoid the disconnection of service and indicates that the disconnection can take place without further notification to the customer. In determining whether to issue a disconnection notice or to pursue additional payment arrangements with the customer, Union Gas will take into account any paid security deposit that is being held on the customer's account.

**Non Residential Accounts** - If the customer does not initiate action to manage their arrears, delivery may be discontinued after giving prior notification through a message on the bill or through other written notification to the customer. In addition to a bill message or written notification, Union Gas attempts to reach the customer by telephone prior to issuing a disconnect order.

At any time prior to service disconnection, a customer can make a payment at a financial institution, through Internet or telephone banking or by credit card, to cancel the disconnection order.

If during the disconnection notice period, a third party, who has been designated by the customer, or a registered charity, government agency or social service agency, advises Union Gas that they are attempting to arrange assistance to help the customer pay their outstanding arrears, Union Gas will cancel the disconnection order and will delay further action for 21 days. If mutually agreeable payment arrangements are created during this process, but are subsequently missed, the account may be disconnected without further notice.

Once the account is paid in full, including any reconnection charges or security deposit required, Union Gas reconnects gas service for the account within two business days.

## 4.10 Discontinuance of Gas Delivery for other than Non-payment

If we need to temporarily discontinue delivery of gas for meter maintenance, a meter change or line maintenance, Union Gas will make arrangements with the customer in advance as we will need access to the premises to relight and inspect the gas appliances. For safety reasons, gas service cannot be reinstated until this inspection is completed by one of our qualified technicians.

**Note:** *The above inspections are free, however, if the inspection is carried out at the request of a third party (i.e., lawyer, real estate broker, etc.) then the customer will be charged for the inspection.*

We may **discontinue service at any time for emergency or safety reasons** including:

- a gas leak or potential safety issue in your neighbourhood
- fraudulent use of gas
- any condition affecting appliances or piping which we believe is dangerous to life or property
- the use of gas for any purpose other than that described in the service application, gas sales contact, rate schedule or these rules and regulations
- if we are refused access for any lawful purpose to the premises to which gas is supplied
- when a customer tampers with, damages or destroys our property on their premises

## 4.11 Security deposits

If you are a new customer to Union Gas or if future payment cannot be assured, you are required to provide a security deposit.

**Residential Customers** - The deposit will be equal to two of the average month's gas usage based on the last 12 months usage history. Customers are provided the option to pay the security deposit over a maximum of six monthly instalments without interest.

In the majority of cases, Union Gas will waive the security deposit if the customer enters into both the [Equal Billing Plan](#) and the [Automatic Payment Plan](#) or provides a letter of reference with a good rating from a Canadian natural gas or hydro utility dated within the past 60 days.

Deposits are automatically refunded with interest to the customers' account once the deposit has been paid in full and the customer has exhibited twelve months of good payment history. When the deposit is applied, the customer has the option of leaving the credit amount on their account for future bills or requesting a refund.

**Non-Residential Customers** - The deposit amount will be a maximum of the three highest consecutive months' usage history or \$500.00 if there is insufficient historical usage information for the premises. The deposit is refunded with interest after five years of exhibiting financial stability through a good payment history.

The security deposit may be waived if the customer meets certain criteria.

Acceptable types of security deposits are as follows:

- Money orders or certified cheques
- Letter of Guarantee such as a guarantee of customer payment by a financial institution.

If you do not provide the requested security deposit, delivery of gas will be discontinued. Once the account is paid in full, including the outstanding security deposit, the reconnection charge and any arrears, Union Gas will reconnect the gas service within two business days.

All monetary deposits earn simple interest based on the current bank savings rate. The interest is calculated monthly.

When the customer moves or discontinues gas service, the security deposit is applied to the customer's account.

## 4.12 Arrears Management Programs

Union Gas has arrears management programs available to customers who are unable to pay their gas charges. Union Gas works with customers to find mutually agreeable payment plans that could extend up to several months depending on the individual circumstances. Customers requiring payment assistance can contact a Union Gas representative at our contact centre by telephoning 1-888-774-3111.

Union Gas will contact the customer, to remind them of required payments under an agreed upon payment arrangement 10 days prior to cancellation of the arrangement and further collection action.



Customers are advised at the time of the arrangement the importance of keeping the payments up to date to avoid further collection action.

#### **4.13 Management of Customer Accounts**

Union Gas will verify the identity of a customer prior to discussing account specific information. In accordance with applicable privacy laws, any personal information related to the account will only be shared with the party named as the customer on the account, unless written or verbal consent is provided by the party named as the primary customer on the account.

Union Gas will accept notification to transfer service to a third party name from vendors, purchasers, builders, vendor or purchaser solicitors, power of attorney or property owner/manager or housing administrator. Landlord instructions are maintained with direction from the owner on the management of gas service during a property vacancy and this direction is followed in the absence of a tenant contract. We do not accept new tenant information from vacating tenants.

#### **4.14 Customer Complaint Policy**

##### **Step 1: Call Union Gas**

Call the Union Gas Customer Contact Centre at 1-888-774-3111, Monday through Friday between 8:00 a.m. and 6:00 p.m. All Union Gas representatives are trained to help answer your questions.

You may also send us an email at [uniongas.com/residential/contactus](mailto:uniongas.com/residential/contactus)

##### **Step 2: Escalating your Concern**

If you have a problem or concern that has not been satisfactorily resolved by our representatives, you may ask to further escalate your concern. Please be advised that you will be required to leave your name and a phone number where you can be contacted. A Union Gas representative will return your call within 2 business days.

##### **Step 3: Submit your Complaint in Writing**

Union Gas will respond to all written customer complaints by e-mail or in writing (unless otherwise agreed to by the customer) within 10 calendar days.

Written complaints can be mailed to:

Union Gas Limited  
P.O. Box 2001  
50 Keil Drive North  
Chatham, Ontario  
N7M 5M1

For further information on our written complaints policy, please visit [Customer Complaint Policy](#).

If your problem has not been resolved to your satisfaction, you can contact the [OEB](#).