



December 14, 2018

Ms. Kirsten Walli  
Board Secretary  
Ontario Energy Board  
2300 Yonge Street, 27<sup>th</sup> Floor  
Toronto, ON M4P 1E4

Dear Ms. Walli:

**RE: EB-2018-0305 – Enbridge Gas Distribution Inc. and Union Gas Limited – 2019 Rates – Application and Evidence**

Please find attached an application by Enbridge Gas Distribution Inc. (“EGD”) and Union Gas Limited (“Union”) for an order of the Ontario Energy Board (the “OEB”) approving or fixing rates for the distribution, transmission and storage of natural gas, effective January 1, 2019. EGD and Union will amalgamate effective January 1, 2019 to become Enbridge Gas Inc. (“Enbridge Gas”).

The application is supported by evidence which is outlined below:

**EXHIBIT B1**

Tab 1 Rate Setting Mechanism  
Tab 2 Incremental Capital Module

**EXHIBIT C1**

Tab 1 Utility System Plan  
Tab 2 EGD Asset Management Plan  
Tab 3 Union Asset Management Plan

**EXHIBIT D1**

Tab 1 EGD Customer Engagement Report  
Tab 2 Union Customer Engagement Report  
Tab 3 Union Transportation Customer Engagement Report

**EXHIBIT E1**

Tab 1 Gas Supply Overview and Integration  
Tab 2 EGD Gas Supply Memo  
Tab 3 Union Gas Supply Memo  
Tab 4 EGD 2019 Gas Supply Evidence

EXHIBIT F1

Tab 1 EGD Rate Zone Draft Rate Order

Tab 2 Union Rate Zone Draft Rate Order

If the proposed 2019 rate changes are approved by the OEB:

- the net annual bill increase for a typical EGD residential customer consuming 2,400 m<sup>3</sup> per year will be approximately \$6 per year for sales service customers and approximately \$5 for bundled direct purchase customers;
- the net annual bill increase for a typical Union South residential customer consuming 2,200 m<sup>3</sup> per year will be approximately \$10 per year for sales service customers and bundled direct purchase customers; and
- the net annual bill increase for a typical Union North residential customer consuming 2,200 m<sup>3</sup> per year will range from approximately \$5 to \$7 per year for sales service customers and bundled direct purchase customers.

If you have any questions concerning this application and evidence, please contact the undersigned.

Sincerely,

(Original Signed)

Kevin Culbert  
Manager Regulatory Policy and Strategy  
Enbridge Gas Distribution Inc.  
416-495-5778  
[EGDRegulatoryProceedings@enbridge.com](mailto:EGDRegulatoryProceedings@enbridge.com)

(Original Signed)

Vanessa Innis  
Manager, Regulatory Applications  
Union Gas Limited  
519-436-5334  
[vinnis@uniongas.com](mailto:vinnis@uniongas.com)

cc: Crawford Smith, Torys  
EB-2017-0306/EB-2017-0307 Intervenors

EXHIBIT LIST

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Appendices</u>	<u>Contents</u>
<b>A1</b>				<b>ADMINISTRATION</b>
	1	1		Exhibit List
	2	1		Application
	3	1		Executive Summary
	4	1		Certification of Evidence
	5	1		Conditions of Service - EGD Rate Zone
		2		Conditions of Service - EGD Rate Zone (blacklined)
		3		Conditions of Service - Union Rate Zones
		4		Conditions of Service - Union Rate Zones (blacklined)
	6	1		Draft Issues List
<b>B1</b>	1	1		<b>RATE SETTING MECHANISM</b>
			Appendix A	Draft Accounting Order - EGD Rate Zone
			Appendix B	Draft Accounting Order - Union Rate Zones
			Appendix C	EGD Transitional Document: 2014-2018 Custom IR to 2019-2023 Price Cap
			Appendix D	Union Transitional Document: 2014-2018 Price Cap to 2019-2023 Price Cap
			Appendix E	Monthly Customer Charge Adjustment
			Appendix F	Rate Schedule Changes (blacklined)
			Appendix G	Commitments and Directives
			Appendix H	EGD Economic Feasibility Study
			Appendix I	Annual PDO Reporting
<b>B1</b>	2	1		<b>INCREMENTAL CAPITAL MODULE</b>
			Appendix A	Historical and Forecast Capital Expenditures
			Appendix B	Calculation of Revenue for ICM Threshold Calculation
			Appendix C	Means Test - EGD Rate Zone
			Appendix D	Means Test - Union Rate Zones
			Appendix E	2019-2023 ICM Project Revenue Requirement
			Appendix F	Allocation of 2019 ICM Project Revenue Requirement
			Appendix G	Derivation of 2019 ICM Rates by Rate Class
			Appendix H	Calculation of 2019 ICM Bill Impacts
<b>C1</b>	1	1		<b>UTILITY SYSTEM PLAN</b>
	2	1		EGD Asset Management Plan
	3	1		Union Asset Management Plan
<b>D1</b>				<b>CUSTOMER ENGAGEMENT</b>
	1	1		EGD Customer Engagement Report prepared by Ipsos Public Affairs
	2	1		Union Customer Engagement Report prepared by Innovative Research Group
	3	1		Union Transportation Customer Engagement - Summary of Customer Consultations

EXHIBIT LIST

<u>Exhibit</u>	<u>Tab</u>	<u>Schedule</u>	<u>Appendices</u>	<u>Contents</u>
<b>E1</b>				<b>GAS SUPPLY</b>
	1	1		Gas Supply Integration
	2	1		EGD Gas Supply Memo
	3	1		Union Gas Supply Memo
			Appendix A	Union Annual Gas Supply Planning
			Appendix B	Union Detailed Gas Supply Demand Balance
			Appendix C	Union Summary of Upstream Transportation Contracts - Southern Operations
			Appendix D	Union Summary of Upstream Transportation Contracts - Northern Operations
	4	1		EGD 2019 Gas, Transportation & Storage Costs
		2		EGD 2019 Unbilled & Unaccounted for Gas Volumes
		3		EGD Summary of Gas Cost to Operations Year Ended December 31, 2019
		4		EGD Summary of Storage and Transportation Costs Fiscal 2019
		5		EGD 2019 Forecast Peak Day Supply Mix
		6		EGD Gas Supply/Demand Balance
		7		EGD Status of Transportation and Storage Contracts
	8		EGD Monthly Pricing Information	
	9		EGD Gas Supply Future Considerations	
<b>F1</b>				<b>DRAFT RATE ORDER</b>
	1			EGD Rate Zone
				Index of Appendices
			Appendix A	Summary of Changes to Rates
			Appendix B	Rate Handbook
				Working Papers - EGD Rate Zone
	2			Union Rate Zones
				Index of Appendices
			Appendix A	Summary of Changes to Rates
			Appendix B	Rate Schedules
			Appendix C	Summary of Average Rate and Price Adjustment Changes For Rates 25, M4, M5A, M7, T1 and T2 Interruptible Contracts
			Appendix D	Customer Notices
			Appendix E	Miscellaneous Non-Energy Charges
			Working Papers - Union Rate Zones	

## ONTARIO ENERGY BOARD

**IN THE MATTER OF** the Ontario Energy Board Act, 1998, S.O. 1998, c.15 (Sched. B);

**AND IN THE MATTER OF** an Application by Enbridge Gas Distribution Inc. and Union Gas Limited (to amalgamate into Enbridge Gas Inc. effective January 1, 2019), pursuant to section 36(1) of the *Ontario Energy Board Act, 1998*, for an order or orders approving or fixing just and reasonable rates and other charges for the sale, distribution, transmission and storage of gas as of January 1, 2019.

### APPLICATION

1. Enbridge Gas Distribution Inc. (“EGD”) and Union Gas Limited (“Union”) are Ontario corporations incorporated under the laws of the Province of Ontario carrying on the business of selling, distributing, transmitting, and storing natural gas within Ontario. EGD and Union will amalgamate effective January 1, 2019 to become Enbridge Gas Inc. (“Enbridge Gas”). For the purposes of this application requesting rate orders to be effective January 1, 2019 in the name of Enbridge Gas, the Applicant will be referred to as Enbridge Gas herein and in the supporting evidence.
2. EGD and Union (the “Utilities”) filed an application dated November 2, 2017 with the Ontario Energy Board (“OEB” or the “Board”) pursuant to section 43(1) of the OEB Act for an order or orders granting leave to amalgamate into a single company, referred to as “Amalco”, effective January 1, 2019.<sup>1</sup> On November 23, 2017, the Utilities applied to the Board, pursuant to section 36 of the OEB Act, for an order approving a rate setting

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<sup>1</sup> EB-2017-0306.

mechanism and associated parameters for the deferred rebasing period, effective January 1, 2019.<sup>2</sup>

3. The Board issued its Decision and Order for the amalgamation and rate setting mechanism (the “MAADs Decision”) on August 30, 2018. The MAADs Decision sets out a multi-year incentive rate-setting mechanism (“IRM”) for the calendar year term of 2019 to 2023. The MAADs Decision, approved the specific treatment of various elements for the five year term, (elements a – e, below) and also approved that Enbridge Gas could apply for Incremental Capital Module funding through the deferred rebasing period. Approvals which impact this application are:
  - a. the annual rate escalation is determined by a price cap index (“PCI”), where PCI growth is driven by an inflation factor using GDP IPI FDD, less a productivity factor of zero and a stretch factor of 0.30%;
  - b. pass-through of routine gas commodity and upstream transportation costs, demand side management cost changes, lost revenue adjustment mechanism changes for the contract market, and average use/normalized average consumption;
  - c. the continuation of certain deferral and variance accounts;
  - d. changes to deferral and variance accounts; and
  - e. base rate adjustments.
4. Prior to this application, EGD and Union operated under five year incentive regulation (“IR”) plans approved by the Board.<sup>3</sup> The Board’s Decision with Reasons in EGD’s IR proceeding established a Custom IR framework to set rates. In accordance with the MAADs Decision, Enbridge Gas will operate under a Price Cap IR, consistent with Union’s prior established IR framework.
5. On November 23, 2018 the Applicant applied for an order or orders approving or fixing just and reasonable rates and other charges for the sale, distribution, transmission and storage of natural gas effective January 1, 2019 on an interim basis until such time as a final Decision is rendered in this proceeding.

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<sup>2</sup> EB-2017-0307.

6. On December 3, 2018 the Board denied the requested relief, finding current rates shall be made interim as of January 1, 2019.
7. The Applicant hereby applies to the OEB, pursuant to section 36 of the Act and pursuant to the MAADs Decision and Order, dated August 30, 2018, for an order or orders approving or fixing just and reasonable rates and other charges for the sale, distribution, transmission and storage of natural gas to be charged by Enbridge Gas effective January 1, 2019.
8. This application is supported by written evidence and may be amended from time to time as circumstances require.
9. The persons affected by this application are the customers resident or located in the municipalities, police villages and First Nations reserves served by Enbridge Gas, together with those to whom Enbridge Gas sells gas, or on whose behalf Enbridge Gas distributes, transmits or stores natural gas.
10. **APPROVAL REQUESTS**

The specific approvals sought in this application are as follows:

- Approval for an order or orders approving the Rates and Charges set out in Exhibit F1, Tab 1 and Exhibit F1, Tab 2 of this Application as just and reasonable rates and other charges for the sale, distribution, transmission and storage of natural gas pursuant to section 36(1) of the OEB Act, effective January 1, 2019;
- Approval of the calculation of the Price Cap Index, as described in Exhibit B1, Tab 1, Schedule 1, Section 1;
- Approval of deferral and variance accounts as described in Exhibit B1, Tab 1, Schedule 1, Section 2
  - Updated wording for existing deferral and variance accounts to reflect rate zone applicability

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<sup>3</sup> EB-2012-0459 (EGD) and EB-2013-0202 (Union).

- New deferral and variance accounts
- Closure of certain deferral and variance accounts
  - Earnings Sharing Mechanism Deferral Account (Enbridge Gas)
  - Tax Variance Deferral Account (Enbridge Gas)
  - Accounting Policy Changes Deferral Account (Enbridge Gas)
  - Incremental Capital Module Deferral Account - EGD Rate Zone
  - Incremental Capital Module Deferral Account - Union Rate Zones
- Adjustments to wording in certain deferral and variance accounts
  - EGD Rate Zone
    - 179-24\_ Post-Retirement True-up Variance Account
    - 179.48\_ Open Bill Revenue Variance Account
    - 179.08\_ Ex-Franchise Third Party Billing Services Deferral Account
    - 179.70\_ Purchased Gas Variance Account
    - 179.88\_ Storage and Transportation Deferral Account
    - 179.94\_ OEB Cost Assessment Variance Account
  - Union Rate Zones
    - 179-136 Parkway West Project Costs
    - 179-137 Brantford-Kirkwall/Parkway D Project Costs
    - 179-142 Lobo C Compressor/Hamilton to Milton Project Costs
    - 179-144 Dawn H/Lobo D/Bright C Compressor Project Costs
    - 179-149 Burlington Oakville Project Costs
    - 179-156 Panhandle Reinforcement Project Costs
- Closure of certain deferral and variance accounts
  - Union Rate Zones
    - 179-100 Union North Tolls and Fuel
    - 179-105 Union North PGVA
    - 179-103 Unbundled Services Unauthorized Storage Overrun Deferral Account
- Approval for changes to the EGD rate zone Rate Handbook described in Exhibit B1, Tab 1, Schedule 1, Section 3
- Approval for the rate design proposals for the Union rate zones described in Exhibit B1, Tab 1, Schedule 1, Section 4.2
  - One-time adjustment of capital pass-through projects
  - General service monthly customer charge
  - PDO adjustment
  - DSM budget allocation



- Approval for rate schedule changes for the Union rate zones described in Exhibit B1, Tab 1, Schedule 1, Section 4.3
  - System expansion surcharge term update
  - Elimination of Union South Rate U2
  - Elimination of Union South supplemental services
  - Elimination of Union South multiple delivery points service option
  - Rate C1 interruptible transportation within Dawn
  - Rate M13 General Terms & Conditions changes
- Approval for ICM rate recovery associated with the NPS 30 Don River Replacement Project in the EGD rate zone, as described in Exhibit B1, Tab 2, Schedule 1
- Approval for ICM rate recovery associated with the Sudbury Replacement Project in the Union North rate zone and the Kingsville Transmission Reinforcement and Stratford Reinforcement projects in the Union South rate zone, as described in Exhibit B1, Tab 2, Schedule 1

11. The address of service for Enbridge Gas is:

Union Gas

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

Attention: Mark Kitchen  
Director, Regulatory Affairs  
Telephone: (519) 436-5275  
Fax: (519) 436-4641  
Email: EGDRRegulatoryProceedings@enbridge.com

- and -

Torys  
Suite 3000, TD South Tower  
P.O. Box 270  
Toronto Dominion Centre  
Toronto, Ontario  
M5K 1N2

Attention: Crawford Smith  
Telephone: (416) 865-8209  
Fax: (416) 865-7380  
Email: csmith@torys.com

DATED December 14, 2018.

ENBRIDGE GAS DISTRIBUTION INC.  
UNION GAS LIMITED

*(ORIGINAL SIGNED)*

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Crawford Smith  
Torys LLP

1                                   **ENBRIDGE GAS INC. 2019 RATE APPLICATION**

2                                   **EXECUTIVE SUMMARY**

3

4   This application represents the annual rate-setting application following the Ontario Energy  
5   Board’s (the “Board” or “OEB”) August 30, 2018 Decision and Order<sup>1</sup> approving the proposed  
6   amalgamation of Enbridge Gas Distribution Inc. (“EGD”) and Union Gas Limited (“Union”)  
7   effective January 1, 2019 and establishing the rate-setting framework for the deferred rebasing  
8   period of 2019 to 2023 (the “MAADs Decision”). EGD and Union filed a letter on October 15,  
9   2018 notifying the Board that Enbridge Inc. would move forward with the amalgamation  
10   following the MAADs Decision. The amalgamated company will be called Enbridge Gas Inc.  
11   (“Enbridge Gas”) and the amalgamation will be effective January 1, 2019. The purpose of this  
12   evidence is to provide an overview of Enbridge Gas’s 2019 rate application.

13

14   The Rate Setting Mechanism evidence at Exhibit B1, Tab 1, Schedule 1 describes proposed  
15   changes to Enbridge Gas’s existing approved or “base rates” for regulated transportation, storage  
16   and distribution rates for each of its three rate zones (EGD, Union North and Union South<sup>2</sup>). The  
17   proposed changes will be effective January 1, 2019, and have been determined in accordance  
18   with the MAADs Decision. The changes include:

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<sup>1</sup>EB-2017-0306/ EB-2017-0307.

<sup>2</sup> Collectively, Union North and Union South rate zones are referred to as “Union rate zones”, and within Union North there is the Union North West and Union North East.

- 1       • an annual rate change determined by a price cap index (“PCI”) formula, where PCI
- 2           growth is driven by an inflation factor using GDP IPI FDD, less a productivity factor of
- 3           zero and a stretch factor of 0.3%;
- 4       • average use / normalized average consumption adjustments for each of the rate zones, in
- 5           accordance with the applicable Board-approved methodologies; and
- 6       • one-time base rate adjustments approved in the MAADs Decision.<sup>3</sup>

7

8   The incremental capital module (“ICM”) evidence at Exhibit B1, Tab 2, Schedule 1 addresses

9   Enbridge Gas’s request for incremental funding of capital investment needs not funded through

10   existing rates or going forward price cap determined rates. The Board approved the use of an

11   ICM to fund incremental capital during the deferred rebasing period as part of the MAADs

12   Decision. There are four projects for which Enbridge Gas is seeking ICM funding: the Don

13   River replacement project in the EGD rate zone; the Sudbury replacement project in the Union

14   North rate zone; and the Kingsville reinforcement and Stratford reinforcement projects in the

15   Union South rate zone.

16

17   For Rate 01 residential customers in Union North with annual consumption of 2,200 m<sup>3</sup>, the bill

18   impact related to the ICM funding request is an increase of \$8.80 in 2019. There are no bill

19   impacts associated with the ICM funding requests for a typical Rate 1 residential customer in the

20   EGD rate zone or a typical Rate M1 residential customer in the Union South rate zone due to the

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<sup>3</sup> As filed in Exhibit B1, Tab 1, Schedule 1.

1 proposal to include the credit balance of the 2019 revenue requirements for the Don River,  
2 Kingsville and Stratford projects with the 2020 revenue requirement.

3

4 For typical Rate 1 residential customers in the EGD rate zone with annual consumption of 2,400  
5 m<sup>3</sup>, the bill impact is a net increase of \$5.74 per year for sales service customers and a net  
6 increase of \$4.74 for bundled direct purchase customers.<sup>4</sup>

7

8 For Rate M1 residential customers in Union South with annual consumption of 2,200 m<sup>3</sup>, the  
9 total bill impact is a net increase of \$9.98 per year for sales service customers and \$9.91 for  
10 bundled direct purchase customers.

11

12 For Rate 01 residential customers in Union North West with annual consumption of 2,200 m<sup>3</sup>,  
13 the bill impact is a net increase of \$6.81 per year for sales service customers and \$6.75 for  
14 bundled direct purchase customers, inclusive of the ICM request.<sup>5</sup> For Rate 01 residential  
15 customers in Union North East with annual consumption of 2,200 m<sup>3</sup>, the bill impact is a net  
16 increase of \$4.88 per year for sales service customers and \$4.82 for bundled direct purchase  
17 customers, inclusive of the ICM request.

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<sup>4</sup> 2,400 m<sup>3</sup> used in accordance with the typical residential consumption in the EGD rate zone.

<sup>5</sup> 2,200 m<sup>3</sup> used in accordance with the typical residential consumption in the Union rate zones.

Table 1  
Enbridge Gas's Annual Bill Impacts  
Proposed January 1, 2019 Rates

<u>Rate Class</u>	<u>System Sales<sup>1</sup></u>	<u>Direct Purchase<sup>1</sup></u>
EGD rate zone		
Rate 1	\$5.74	\$4.74
Union South rate zone		
Rate M1	\$9.98	\$9.91
Union North rate zone		
<i>North West</i>		
Rate 01	\$6.81	\$6.75
<i>North East</i>		
Rate 01	\$4.88	\$4.82

<sup>1</sup> Based on 2,400 m<sup>3</sup> and 2,200 m<sup>3</sup> consumption for a residential customer in EGD and Union rate zones respectively.

1  
2 The Utility System Plan (“USP”) at Exhibit C1, Tab 1, Schedule 1 supports the 2019 rate  
3 application. Strong asset management that balances cost, risk and performance, while delivering  
4 value to customers has been at the core of EGD and Union’s business for years and is  
5 demonstrated throughout Enbridge Gas’s USP and in the Asset Management Plans for each of  
6 the EGD and Union rate zones (Exhibit C1, Tab 2, Schedule 1 and Exhibit C1, Tab 3, Schedule 1  
7 respectively).

8  
9 In 2017, EGD and Union each engaged a consultant to assist in the design and implementation of  
10 extensive customer consultation programs in support of their respective business plans. EGD  
11 engaged Ipsos Public Affairs (“Ipsos”) while Union engaged Innovative Research Group Inc.

1 (“IRG”). The reports prepared by these consultants are provided at Exhibit D1, Tab 1, Schedule  
2 1 and Exhibit D1, Tab 2, Schedule 1. For both EGD and Union, the consultations were intended  
3 to complement the regular customer satisfaction surveys and market research that each of EGD  
4 and Union perform on an ongoing basis.

5  
6 The objective of EGD’s consultation was to explore the needs and preferences of customers  
7 regarding ongoing and future initiatives to help inform the organization’s investment plans. Ipsos  
8 developed a multifaceted customer survey to collect feedback from different groups ranging  
9 from residential to large volume customers. The survey was conducted by telephone with a  
10 random and representative sample of residential, general service business and Rate 6 business  
11 customers. For large volume customers the survey was conducted online.

12  
13 The vast majority of EGD’s customers are satisfied with the various aspects of the services  
14 provided to them, the reliability of natural gas services provided to them and the safe delivery of  
15 natural gas to their home or business. Customer ratings of customer service provided to them by  
16 EGD are also high, and value for money is perceived positively by customers. Across all metrics  
17 and customer segments, most customers feel that EGD should invest in maintaining current  
18 levels of reliability, safety, and customer service. Between half and three quarters of customers  
19 believe that EGD should invest in maintaining existing reliability, safety, and customer service  
20 standards, while about one in five customers across the various customer groups believe that the  
21 organization should invest in improving these three critical areas.

22

1 The objective of Union's consultation was similar to EGD's. IRG and Union developed online  
2 workbooks for general service (residential and commercial/industrial) and contract customers  
3 that would allow customers to share their needs and preferences. IRG then performed a  
4 telephone survey for general service customers in order to draw generalizable conclusions that  
5 can be applied to the broader population of Union's general service customers. In addition,  
6 Union's sales representatives held meetings with strategic account and transportation customers  
7 to gather feedback from these customers. IRG then followed up with the customers by telephone  
8 to validate the process and to ensure the customers were provided the information they needed in  
9 order to provide informed feedback. The results of the meetings with transportation customers is  
10 summarized at Exhibit D1, Tab 3, Schedule 1.

11  
12 Across all rate classes and all methodologies, customers express high levels of  
13 satisfaction with Union. For the most part, what customers need is exactly what Union is  
14 currently providing – safe, reliable natural gas delivery at a reasonable price. Customers want  
15 Union's business planning to focus on price, reliability and safety, but not to the detriment of the  
16 environment and customer service. They want a plan that will keep the system healthy and  
17 reliable in the long run, while also ensuring Union demonstrates prudence in its spending  
18 decisions. For pace of investment, customers prefer a steady rate at a higher level, over a more  
19 reactive and less predictable pace.

20  
21 In Exhibit E1, Tab 1, Schedule 1, Enbridge Gas describes how the gas supply evidence in this  
22 application largely represents a continuation of the current approaches to gas supply planning for



1 EGD and Union rate zones. EGD's annual gas supply plan and supporting exhibits were filed in  
2 each year's annual rate filing and are provided in this application at Exhibit E1, Tab 2, Schedule  
3 1 and Exhibit E1, Tab 4, Schedules 1 to 9. In contrast, Union's deferral process was designed to  
4 capture the difference between actual gas supply costs and the rate reference price, negating the  
5 need for annual approval of the cost consequences of forecast gas supply costs. Union's gas  
6 supply memorandum was filed on an annual basis within its annual rate filing and is provided in  
7 this application at Exhibit E1, Tab 3, Schedule 1.

8  
9 On March 16, 2017 the Board initiated a consultation to develop a Framework for the  
10 Assessment of Distributor Gas Supply Plans ("Gas Supply Framework") and on October 25,  
11 2018 released the final framework.<sup>6</sup> EGD and Union filed a joint letter on November 20, 2018  
12 outlining proposed timing for complying with the Gas Supply Framework. Enbridge Gas will  
13 follow the process as ultimately defined by the Board.

14  
15 Enbridge Gas will communicate the amalgamation and change in name to its customers in the  
16 Union rate zones through various means including bill inserts and materials available online. The  
17 communications will focus on why the name is changing, what the name change means to  
18 customers and that customers will continue to receive the same reliable service after  
19 amalgamation. Communications with customers in the EGD rate zone will not need to address  
20 the change in name to the same extent, as customers are already familiar with the Enbridge

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<sup>6</sup> Report of the Ontario Energy Board, Framework for the Assessment of Distributor Gas Supply Plans, October 25, 2018.

1 name. Each of the websites for the EGD rate zone and Union rate zones will be maintained and  
2 customers will continue to be able to find information there. The name Enbridge Gas will be  
3 included on bills and rate schedules effective January 1, 2019. The EGD and Union Conditions  
4 of Service will also be updated effective January 1, 2019 to reflect the new name. The updated  
5 Conditions of Service are included for reference at Exhibit A1, Tab 5, Schedule 1 for the EGD  
6 rate zone and Exhibit A1, Tab 5, Schedule 3 for the Union rate zones. Black-lined copies of the  
7 Conditions of Service highlighting the changes are provided at Exhibit A1, Tab 5, Schedule 2 for  
8 the EGD rate zone and Exhibit A1, Tab 5, Schedule 4 for the Union rate zones.

Certification of Evidence

As the Vice President, Business Development and Regulatory Affairs of Enbridge Gas Distribution Inc. and Union Gas Limited, I hereby certify, to the best of my knowledge, that the pre-filed evidence submitted in support of the 2019 Rate Application (EB-2018-0305) is accurate, consistent and complete.

*[original signed by]*

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Malini Giridhar  
Vice President,  
Business Development and Regulatory Affairs

# **ENBRIDGE GAS INC.**

## **CONDITIONS OF SERVICE for the EGD Rate Zone January 2019**

## Revision History

<b>Version #</b>	<b>Date of Revision</b>	<b>Description</b> <i>(e.g. "First Draft", "Final Approval Copy")</i>
1.0		First Draft
2.0	2011/12/30	<p>Section 6.1 Setting Up an Enbridge Account to include the requirement to provide Enbridge with 3 days advance notice of a move. If notification is not received Enbridge will only retroactively adjust the account for a maximum of 30 days from the date notification is received. This will be implemented starting Jan 1 2012.</p> <p>Section 6.3 Security Deposits to revise the good payment history period for return of a security deposit from 24 to 12 months. This will be effective from Jan 2012.</p> <p>Section 6.5 Correction of Billing errors to restrict the period of correction for over or under billing to two years. This will be implemented starting Jan 1 2012.</p> <p>Section 6.9 Management of Customer Accounts originally stated "In a landlord tenant situation Enbridge will follow directions recorded on the account when gas service was initially established". The phrase "when gas service was initially established" has been removed to allow for updated directions to be received from a Landlord.</p>
3.0	2012/03/30	<p>Section 6 now gives a short description of accounts that are classified as Commercial for reference</p> <p>Section 6.1 Setting Up an Enbridge Account removed reference to when these conditions remain in effect</p> <p>Section 6.2 Meter Reading informs customers that they must give access to Enbridge to read the meter at least one per 12 months</p> <p>Section 6.6.3 Discontinuance of Service for Non Payment to inform customers that the Disconnection notice now includes the dates between which the gas service can be disconnected and payment options for avoiding disconnection. This was effective from Jan 2012</p> <p>Section 6.7 Arrears Management Programs to inform customers of the cancellation of installment plan letter. This was effective from Jan 2012. Also to advise customers working with a Social Assistance agency that they will be given 21 days to secure emergency financial assistance before additional Collections action will be taken. This was effective from Jan 2012.</p> <p>Section 6.9 Management of Customer Accounts to inform Landlords of the new process of recording Landlord directions for the properties they own/manage. This was effective March 2012.</p>
4.0	2013/1/1	Section 6 now includes information for Low Income Customers.
5.0	2016/03/07	<p>This revision captures several typographical and grammatical errors, updates the titles of various Enbridge documents, and clarifies several sections of the document.</p> <p>4. Inserted definition of "applicant".</p> <p>4.2 Substantial revision of "Service Installations" to reflect Enbridge's current practices and to clarify when a CIAC will be required.</p> <p>4.3.2 Included references to service regulators.</p> <p>4.5 Moved definition of "building piping" from Appendix A to Section 4.5 as this is the only instance in the document in which the term is used.</p>

	<p>4.6 Clarifies that the customer must make repairs or adjustments prior to the gas being turned on by Enbridge.</p> <p>5.2.1 Inserted a new paragraph (the last paragraph) describing the process if the customer does not respond to a meter exchange notice.</p> <p>5.2.2 Amended section to refer to the specific sections of the Electricity and Gas Inspection Act, and delete the previous summary of those sections.</p> <p>6. Note: All Conditions of Service pertaining to eligible low-income customers have been consolidated in Section 6.11, and cross-references have been inserted in each relevant provision of Section 6 directing readers to Section 6.11 for information applicable to eligible low-income customers.</p> <p>6. Clarifications have been made throughout Section 6 to consistently refer to the “Enbridge bill” and “all items billed on your Enbridge bill”.</p> <p>6.2 Deleted the reference to a customer providing access for meter reading purposes at least one every twelve (12) months and combined the first and second sentences to clarify that we need access to the meter for the actual meter readings.</p> <p>6.3 Revised the security deposit section to clarify that a security deposit is required if the customer cannot meet Enbridge’s “know your customer” identification requirements. In the security deposit waiver criteria list: (i) deleted the reference to a customer providing a reference letter from another utility in Canada; and (ii) included a reference to a customer requesting Enbridge to conduct a credit check and meeting Enbridge’s credit requirements. Added the last paragraph to Section 6.3 regarding the conduct of credit checks by Enbridge.</p> <p>6.4.1 Enbridge has recently simplified the text on its bill. This section has been substantially revised to reflect the “plain language” definitions on the current Enbridge bill.</p> <p>6.4.2 Modified to reflect the title on the Enbridge bill: “Charges for <i>Natural Gas</i>” (amendment in italics).</p> <p>6.4.3 Modified description of “Charges from Other Companies” to clarify that the billers are not owned by or affiliate with Enbridge, and Enbridge does not recommend, endorse or guarantee their products or services.</p> <p>6.4.4 Included the website reference for Paperless Billing sign up.</p> <p>6.4.5 Included suggested timelines to submit payment to avoid the late payment charge for payments made online, in a financial institution or by standard mail. Updated the “Credit Card” section to remove the reference to a specific dollar amount, and refer to the fees payable to the third party credit card service provider. In addition, included the caveat that a customer can only pay by credit cards accepted by the credit card service provider.</p> <p>6.5 Revised to provide clarity with respect to retroactive billing for all charges on the Enbridge bill.</p>
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		<p>6.6.3 Inserted the second-last paragraph pertaining to disclosure of notice of a pending disconnection to the landlord of a rented property. Amended the last paragraph to include “or any other charges” in the second line.</p> <p>6.8 Amended to provide that, after payments are allocated to the oldest billed amount, payments will then be applied to gas charges first and then non-gas charges. The previous Conditions of Service provided that payments would be allocated to the oldest billed amount, and then applied to the non-gas charges first.</p> <p>6.9 Inserted a new section “Management of Landlord/Tenant Accounts” to expand on a paragraph in the previous Conditions of Service and to incorporate information from our website pertaining to accounts for rented properties.</p> <p>6.10 Included information pertaining to our collection of information (including personal information) and a reference to the Privacy Policy. Inserted the second-last paragraph pertaining to disclosure of notice of a pending disconnection to the landlord of a rented property. Inserted the last paragraph dealing with Enbridge’s “know your customer” process.</p> <p>6.11 Consolidated the Conditions of Service provisions pertaining to eligible low-income customers in one section (where relevant, there are cross-references to Section 6.11 in the earlier provisions of Section 6). Inserted a reference to the United Way Greater Simcoe County to assist customers who wish to determine if they qualify for LEAP.</p> <p>6.12 Amended to reflect the correct title (Ombudsman, not Ombud) and change the reference to “dispute resolution” process to “customer service” process to reflect the language used on our website.</p> <p>Appendix A has been modified to reflect the definitions on the current Enbridge bill (“plain language”) and remove defined terms that are not used elsewhere in the Conditions of Service.</p>
6.0	2016/09/30	<p>This revision clarifies and updates the following sections of the document:</p> <p>Section 4.3.3 Added a new section to detail the requirements for an external regulator room.</p> <p>Section 6.2 Amended to provide greater detail on the customer’s need to provide access to the gas meter.</p> <p>Section 6.3 Amended the pre-authorized payment criterion for the waiver of the security deposit requirement to provide that the customer must sign up for Enbridge’s Pre-Authorized Payment Plan and paperless billing.</p> <p>Section 6.4.4 Updated to reflect a new option to set payment reminders and/or payment notifications, and to provide notice that new gas customers will be automatically enrolled in paperless billing unless they request otherwise.</p> <p>Section 6.4.5 Updated to reflect that customers can sign up for the Enbridge Pre-Authorized Payment Plan or update their Pre-Authorized Payment Plan online.</p>
7.0	2017/09/18	<p>Section 6.1 Added language to support disconnection process in cases where a premise is deemed vacant.</p> <p>Section 6.4.4 Renamed Paperless Billing to eBill.</p> <p>Section 6.5 Amended back billing language to ensure it offers the flexibility to act in the</p>

		customer's best interest. Section 6.9 Direct Landlords to the web for details on their options to manage tenanted properties
8.0	2018/10/09	Section 6.4.1 Added language to describe the Federal Carbon Charge
9.0	2018/12/14	This revision reflects the amalgamation of Enbridge Gas Distribution Inc. and Union Gas Limited, and the name of the amalgamated company. The amalgamated company will be called Enbridge Gas Inc., or "Enbridge" as referred to herein, and continue to operate parts of its business as Enbridge Gas Distribution in its EGD Rate Zone.



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## Preface

Enbridge Gas Inc. was formed by the amalgamation of Enbridge Gas Distribution Inc. and Union Gas Limited on January 1, 2019. Enbridge Gas Inc., or “Enbridge” as referred to herein, continues to operate parts of its business as Enbridge Gas Distribution in its EGD Rate Zone. As Canada’s largest natural gas distribution company, Enbridge has been providing natural gas services in a safe and reliable manner for more than 160 years, and currently provides service to over 2 million homes and businesses.

These Conditions of Service describe in summary form Enbridge’s operating practices and policies in its EGD Rate Zone, and are provided as part of our commitment to providing our customers with safe and reliable gas services.

We reserve the right to modify the contents of the Conditions of Service at any time. These Conditions of Service are meant as guidelines and do not supersede any terms and conditions set out in Enbridge’s Rate Handbook, or agreed to in our contracts with you.

## 1. Enbridge Franchise Area and Gas Distribution Services

The following is a current list of cities and towns to which Enbridge provides distribution services.

### **Eastern Region**

Admaston	Hawkesbury	Ottawa
Alfred & Plantagenet	Horton	Pembroke
Arnprior	Laurentian Hills	Perth
Beckwith	Laurentian Valley	Petawawa
Brockville	Leeds and Grenville	Renfrew
Carleton Place	McNab-Braeside	Rideau Lakes
Casselman	Merrickville-Wolford	Russell
Champlain	Mississippi Mills	Smiths Falls
Clarence-Rockland	Montague	South Glengarry
Deep River	North Glengarry	Tay Valley
Drummond-North Elmsley	North Grenville	The Nation
Elizabethtown-Kitley	North Stormont	Whitewater Region

### **Central Region**

Adjala	East Luther Grand Valley	Penetanguishene
Ajax	Erin	Peterborough
Amaranth	Essa	Pickering
Asphodel-Norwood	Georgina	Richmond Hill
Athens	Grey Highlands	Scugog
Aurora	Havelock Belmont Methuen	Severn
Barrie	Innisfil	Shelburne
Bradford-West Gwillimbury	Kawartha Lakes	Smith-Ennismore-Lakefield
Brampton	King	Southgate
Brighton	Markham	Springwater
Brock	Melancthon	Tay
Caledon	Midland	Tiny
Cavan Monaghan	Mississauga	Toronto
Clarington	Mono	Trent Hills
Clearview	Mulmur	Uxbridge
Collingwood	New Tecumseh	Vaughan
Douro-Dummer	Newmarket	Wasaga Beach
Dufferin	Orangeville	Wellington
Durham	Oshawa	Whitby
East Garafraxa	Otonabee S- Monaghan	Whitchurch
East Gwillimbury		

**Niagara Region**

Fort Erie  
Grimsby  
Lincoln  
Niagara Falls

Niagara-on-the-Lake  
Pelham  
Port Colburne  
St. Catharines

Thorold  
Wainfleet  
Welland  
West Lincoln

## **2. Gas Distribution Services**

### **2.1. Gas Supply and Delivery**

Gas will be delivered and (if a customer purchases its gas from Enbridge) supplied to our customers within our franchise area under the following circumstances:

- there is sufficient supply of gas;
- there is sufficient capacity in Enbridge's distribution system; and,
- the supplying and/or delivering of gas is economically feasible.

### **2.2. Gas Supply and/or Delivery Under More than One Rate Schedule**

Gas may be delivered and, if applicable, supplied under more than one rate provided the customer meets all the applicability requirements of each rate schedule as approved by the Ontario Energy Board. Gas delivered and, if applicable, supplied under each rate schedule will normally be metered separately but may be taken through one meter provided Enbridge and the customer agree in writing upon a formula for determining the delivery and supply services that the customer will purchase under each rate schedule.

### **2.3. Interruptions in Gas Distribution and/or Supply**

Customers may be required to curtail or discontinue the use of gas if the supply of gas is jeopardized by any of the following:

- in the event of actual or threatened shortage of gas due to circumstances beyond the control of Enbridge;
- when curtailment or restriction is ordered by any government or agency having jurisdiction; or
- for any force majeure event (described below).

Enbridge shall not be liable for any loss of production, nor for any damages whatsoever due to such curtailment or discontinuance. Enbridge may also interrupt service from time to time for repair and maintenance of facilities. Except in the case of an emergency, Enbridge will provide affected customers with reasonable notice of such interruption.

### **2.4. Force Majeure**

Customers of Enbridge shall not have any claim against Enbridge for damages sustained as a result of the interruption or cessation of gas deliveries caused by force majeure which include:

- acts of God, the elements;
- labour disputes, strikes, lockouts;
- fires, accidents;
- the breakage or repair of pipelines or machinery;
- curtailment by an upstream gas transporter;
- depletion or shortage of gas supply;
- order of any legislative body or duly constituted authority; or
- any other cause or contingencies beyond the control of Enbridge.

### **3. Rate Schedule**

#### **3.1. Changes in Rate Schedules**

In the event the Ontario Energy Board amends the rate schedules of Enbridge, the amended price or amended terms and conditions shall apply to services provided under the rate schedules after the effective date established by the Ontario Energy Board.

### **4. Initiation of Service**

A potential customer that has applied for natural gas service is referred to in this section as the “applicant”.

#### **4.1. Main Extensions**

Enbridge will extend its gas main within its franchise area to serve new customers when it is feasible, in accordance with Enbridge’s feasibility policy and procedures, to do so. Enbridge will look at the following when determining feasibility:

- the number of potential new customers within the next five years;
- the amount of natural gas to be used; and,
- the cost of extending the gas main.

If the cost of the extension is not economically feasible, the applicant(s) will be required to pay a contribution in aid of construction (CIAC). Enbridge will determine the contribution amount and communication will be provided to the applicant(s) in writing.

#### **4.2. Service Installations**

As part of the process to connect an applicant to Enbridge’s natural gas distribution system, we complete a construction estimate to assess the costs associated with your installation. We perform a feasibility analysis to determine whether there are any charges to the applicant for the service installation. Applicants may be required to pay a contribution in aid of construction (CIAC) as your share of the costs to make the installation financially feasible.

The installation costs will vary depending on the nature of the installation. Factors that may affect the installation costs include: the size and type of material required; the cost of required permits or fees; obtaining any land rights; complexity of construction, including the need for horizontal directional drilling, or proximity to a high-pressure or sensitive gas main; and environmental or geotechnical considerations, such as the presence of rock.

Enbridge will determine the location at which the service will enter a building. The normal point of entry will be through the wall nearest to the gas supply. Where feasible, and at Enbridge’s sole discretion, the service may be installed to accommodate requests made by an applicant. The applicant will be responsible for additional costs incurred by Enbridge associated with any such accommodation, if such accommodation affects the feasibility analysis for the installation.

If a CIAC is required, Enbridge will notify the applicant of the CIAC and the applicant may be required to sign a CIAC agreement. Once the CIAC has been paid in full by the applicant, Enbridge will process the application for service and plan the installation based on the next available appointment.

If an applicant for gas service requests an installation that requires part of the service or main to be installed on property that is not owned by the applicant, land rights (in the form of an easement) from

the property owner will be required for the installation and maintenance of all necessary gas lines and equipment. The cost of obtaining such land rights will be included in the installation costs (and the CIAC, if applicable). If there are difficulties obtaining the necessary land rights, this will impact the timing of the installation or whether the installation can proceed.

Enbridge will 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. Restoration costs are included in the installation costs (and the CIAC, if applicable).

Based on the many factors affecting construction, Enbridge cannot guarantee the time it will take to install a new service.

It is important that you activate your natural gas account within six months of installation. If you do not have an active gas account within six months of installation of a new gas service, you will be required to pay Enbridge's installation costs.

### **4.3. Location of Meter and Service Regulators**

Enbridge shall supply each customer with a meter of a size and type that will adequately measure the gas supplied. Enbridge shall:

4.3.1 Make every effort to install meters and service regulators so as to be at all times accessible for inspection, reading, testing, maintaining and exchanging.

4.3.2 Not install meters or service regulators in locations prohibited by law. The following locations are specifically prohibited:

- For meters: (i) under combustible stairways; (ii) unventilated areas; (iii) inaccessible areas; or (iv) within 90 cm (3 feet) of a source of ignition; and
- For service regulators: within 90 cm (3 feet) of a building opening, and within 305 cm (10 feet) of a mechanical air intake).

4.3.3 Install all meters outside the building to which gas is supplied except in rare circumstances where it not practical. Service regulators must always be installed outside the building. However, Enbridge does permit meters and service regulators to be installed in an External Regulator Room (ERR). There are specific criteria which must be met in order for the installation to be approved. The customer must contact Enbridge in advance of the installation to understand the criteria, agree to the conditions, and obtain approval to proceed. It is important to note life safety generator stations are not permitted to be installed inside an ERR.

4.3.4 Provide protection where outside meters and regulators are installed in locations that do not afford reasonable protection from damage.

Anyone who is not an authorized agent of Enbridge shall not be permitted to connect or disconnect our meters or regulators, nor shall any piping be connected to or disconnected from Enbridge's facilities except by representatives of Enbridge.

Customers are responsible, subject to the provisions of paragraph 4.3.4, for protecting all metering and regulating equipment necessary for the supply of gas and for keeping it accessible at all times.

### **4.4. Alterations**

Alterations or service relocation requests will be dealt with as follows:

- The cost of work done to relocate existing equipment solely for the convenience of the customer will be charged to the customer.
- The undepreciated cost of any equipment abandoned as a result of relocation for the customer's convenience, or replacing equipment to increase their capacity to accommodate a customer's increased requirements, may be charged to the customer.

#### **4.5. Customer Responsibilities Regarding Building Piping Appliances & Equipment**

As an applicant for service, a customer shall:

- at their own expense, install all piping, controls, safety devices and other attachments necessary from the meter to the equipment or appliances served;
- ensure the building piping, appliances and equipment are installed in accordance with regulations made under the authority of statutes passed by the Province of Ontario establishing the requirements for the installations of such facilities; and
- be responsible for maintaining all building piping, appliances and equipment in a good and safe condition. Such maintenance will be at the customer's own expense.

Building piping includes pipe, whether indoors, outdoors, exposed or buried, which brings gas from the "point of delivery" to each point of utilization including plugged or capped gas valves.

If there is a leakage or escape of gas on a customer's premises, the customer is required to notify Enbridge immediately by calling our emergency number at 1-866-763-5427.

Enbridge shall not be liable to the customer for any damages. The customer shall indemnify Enbridge from and against all loss, costs, damages, injury, or expense associated with any injury or damage to persons or property arising, either directly or indirectly, from or incidental to 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.

For the purposes of inspecting or repairing or of altering or disconnecting any service pipe within or outside the building, the customer shall ensure that free access is permitted to Enbridge at all reasonable times, and upon reasonable notice given and request made, to all parts of every building or other premises to which gas is supplied.

#### **4.6. Inspections of New Installations**

All inspections shall conform to the *Technical Standards and Safety Act* and regulations. In particular, all new installations of supply piping, gas appliances and installations will be inspected prior to gas being introduced to a building in accordance with the *Technical Standards and Safety Act* and regulations. If an inspection reveals that repairs or adjustments are required, the customer will be advised and repairs or adjustments to the customer's equipment must be completed by the customer prior to the gas being turned on.

### **5. Maintenance of Service**

#### **5.1. Turning Off and Turning On Gas Supply**

In an emergency, the gas supply to appliances may be turned off in the interest of safety. Only a qualified person holding an appropriate certificate from the regulatory authority having jurisdiction may turn on the supply of gas to appliances which have been turned off.

Except in the case of a notification of a hazard, the turning on and off of the gas supply for purposes



of installing, servicing, removing or repairing gas appliances may only be done by a person certified to perform this work by the regulatory authority having jurisdiction.

## **5.2. Meter Exchange and Testing**

### **5.2.1 Meter Exchange**

Under Government of Canada regulations (Section 12 of the *Electricity and Gas Inspection Act*), Enbridge is required to periodically exchange gas meters for government inspection.

To complete the meter exchange, we will shut off the gas supply to your existing meter, replace it with a new meter and then relight and inspect all of your natural gas equipment. There is no charge for this service.

If we are required to exchange your meter we will contact you via letter or telephone. Please call the number provided to make an appointment. The inspector who comes to your property will carry valid Enbridge photo ID and you may ask to see it before providing access to your property.

There may be times where there has been no response to our attempts to contact you. In those cases, the meter will be exchanged and left off. A card will be left at your property requesting you to call our service department for an appointment; please call our service department and we will return to unlock your meter and to relight your natural gas appliances.

### **5.2.2 Meter Testing**

Should a meter fail to register the amount of gas used, consumption shall be estimated by Enbridge and supply and/or delivery charges shall be paid for by the customer in accordance with such estimate.

Should a customer dispute the accuracy of a meter, you can apply to have a government inspection of your meter (please refer to Sections 23 and 24 of the *Electricity and Gas Inspection Act*).

In the event of an erroneous connection or incorrect use of an apparatus, the error shall be deemed to have existed from the time of connection.

In the event it can be, through records, determined when an error occurred, the bill will be retroactive to that time.

## **6. Customer Service for Residential and Low-Income Customers**

For the purposes of this section, “customer” means a residential customer (referred to as “you” in this section). If you are a low-income customer, our Conditions of Service pertaining to eligible low-income customers are set out in Section 6.11.

Any property which receives gas distribution services for non-residential purposes is classed as a “commercial” account and this Section 6 would not apply.

### **6.1. Setting up an Enbridge Account**

Whether you are a first time customer of Enbridge or moving from an existing Enbridge account, you need to notify us before taking possession of a new home. Enbridge requires at least 3 business days (including Saturdays) advance notice of a move. You agree to pay for services provided, and are liable for all gas supplied to the premises and for the safe custody of Enbridge property. If advance notice is not given Enbridge will only retroactively adjust the account for a maximum of 30 days from the date notification is received. If you do not set up a new Enbridge account, we will consider the

premise vacant and eligible for discontinuance of service.

On our website you will find information on how to submit either an "Open a New Enbridge Account" or "I'm Moving" form. You can also call the Enbridge Call Centre at 1-877-362-7434.

## **6.2. Meter Reading**

Enbridge reads your meter every other month and will estimate your consumption based on your historical gas usage in between readings; customers must provide access to Enbridge or its agent for meter reading purposes. This includes refraining from placing plants, permanent structures, and other objects within 60 centimeters (24 inches) around the gas meter that may be accidentally damaged by meter readers or technicians trying to access the meter. Enbridge representatives will attempt to use the shortest access route from a path or driveway to access the Enbridge meter. During winter weather, where the Enbridge representative is not aware of what may lie beneath the snow, Enbridge cannot guarantee that plants and other objects may not be walked upon. If Enbridge's representative is unable to read the meter, a bill will be issued based on an estimated reading. If Enbridge has been unable to read a meter during normal working hours, arrangements will be made to obtain a reading at the customer's convenience. You can also submit your own meter reading using the "Submit Meter Reading Form" on our website at [www.enbridgegas.com/meter](http://www.enbridgegas.com/meter) or, alternatively, you can call the Enbridge Call Centre at 1-800-268-5442.

## **6.3. Security Deposits and Credit Checks**

Security deposits are collected to secure payment for future charges in the event of a customer not paying their bill. To protect against losses, Enbridge reserves the right to request a security deposit from its customers as a condition of supplying gas service. All new residential customers are subject to a security deposit, unless they meet one of the waiver criteria outlined below. If you are required to pay a security deposit, an amount of \$250.00 will be charged on your next Enbridge bill. Payment of the security deposit is required by the late payment effective date indicated on your bill.

A security deposit will be required if the customer cannot meet Enbridge's "know your customer" identification requirements, regardless of whether one or more of the waiver criteria are met.

Enbridge will waive your security deposit requirement if you meet our criteria, which include the following:

- If you have moved and your previous Enbridge account has a good payment history;
- If you request us to conduct a credit check and you meet our credit requirements; or
- If you are an eligible low-income customer and meet the criteria set out in Section 6.11 of these Conditions of Service (Customer Services for Low-income Customers).

Enbridge will review all security deposits on a monthly basis from the date the deposit is fully paid. If you have paid a security deposit, it will be refunded (with interest) once you have demonstrated good payment history for a period of 12 months, and the refund will appear as a credit on the following Enbridge bill.

Good payment history is maintained unless you have experienced any of the following:

- Your account has been in arrears in the last 12 months;
- Receipt of a disconnection notice from Enbridge;
- A payment you provided to Enbridge has been returned for insufficient funds; or
- Your gas has been turned off due to non-payment.

Interest earned on your security deposit will be paid upon return of all or any part of the security deposit or at the time you close your account, whichever comes first. Simple interest will be earned on all security deposits except those held for a total of six months or less. The interest rate applicable to security deposits in any year will be established quarterly and will be based upon the Ontario Energy Board prescribed interest rates. Interest is calculated retroactively to the date the security deposit was received.

Security deposits are not to be considered as prepayments for future charges.

From time to time, Enbridge may investigate your credit record and conduct a credit check (including obtaining a credit report) to support Enbridge's billing and collections processes. Such actions may be taken in connection with the review of your application for service, determination of whether a security deposit is required, account amendment or renewal, account collection action or dispute investigation. Enbridge may also report information (such as late payments, missed payments or other defaults) about your account to credit reporting agencies.

## **6.4. Bill Issuance and Payment**

### **6.4.1 Your Monthly Bill**

The Ontario Energy Board regulates and approves Enbridge's charges. Enbridge charges you the following on a monthly basis, as applicable:

- **Customer Charge**

The cost of our operations, customer and emergency services. This charge is billed monthly whether or not you consume gas during the month.

- **Transportation to Enbridge**

The cost of transporting natural gas from Western Canada and the US to Enbridge in Ontario. You can choose to buy transportation services from Enbridge or a marketer (in which case, the price you pay for the Transportation to Enbridge charge depends on the contract terms with your marketer). This charge is billed based on the amount of natural gas consumed.

- **Delivery to You**

The cost to safely and reliably deliver natural gas through Enbridge's distribution system to your premises and billed based on the amount of natural gas consumed. This charge is on a descending scale: the more gas consumed, the lower the charges per cubic meter (m<sup>3</sup>).

- **Gas Supply**

The cost of the natural gas itself. You can choose to buy natural gas from Enbridge or a marketer (in which case the price you pay for the Gas Supply Charge depends on the contract terms with your marketer). This charge is billed based on the amount of natural gas consumed.

- **Federal Carbon Charge**

Pursuant to the Greenhouse Gas Pollution Pricing Act (GGPPA), gas distributors are required to pay to the federal government a fixed carbon charge for use and deliveries of natural gas to customers. This charge is billed based on the amount of natural gas consumed by customers other than industrial emitters who are registered under the GGPPA Output-Based Pricing System (OBPS). For any fixed carbon and OBPS charges that Enbridge must pay to the federal government for its transmission and storage facilities, these charges are included in the "Delivery to You" item on the bill.

There are other charges that may appear on your bill from time to time based on events that occur with your account. These include:

- **New Account Charge**

If you open a new account with Enbridge, the first bill will include a one-time service charge of \$25.00, to help cover the costs of setting up the account, taking a meter reading and related work.

- **Late Payment Effective Date/Late Payment Charge**

Your bill is due when you receive it which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your bill, an Ontario Energy Board-approved late charge equal to 1.5% per month or 18% per year (for an effective rate of 19.56% per year) multiplied by a total of all unpaid Enbridge charges will be added to your bill. A late payment charge, calculated and assessed in the same manner, will also be added to your bill if full payment for all other charges on your bill is not received by the late payment effective date on the first page of your bill.

Late payment charges are not applied to security deposit amounts owing to Enbridge.

- **Adjustments**

Your bill may show adjustments to charges from time to time when there is a correction made on your account.

For more information on the charges that appear on your bill, visit the "Understanding Your Bill" section on our website <https://www.enbridgegas.com/My-Account/Understand-Your-Bill>.

#### **6.4.2 Billing from a Licensed Energy Marketer**

If you buy your natural gas supply from a licensed energy broker, your gas supply charges, along with the name of your licensed energy broker will appear in the 'Charges For Natural Gas' section of your Enbridge bill.

#### **6.4.3 Charges from Other Companies**

Enbridge provides a billing service to other companies to include their charges on the Enbridge bill. If you have purchased a product or service from a participating company, the charges would appear in the section called "Charges From Other Companies" on your Enbridge bill. These companies are not owned by or affiliated with Enbridge. Enbridge does not recommend, endorse or guarantee the products or services offered by such companies. If you have a question about their products or services, you should contact them directly.

This billing service helps make paying bills more convenient for you. You receive one bill and make one monthly payment to Enbridge Gas Distribution. This service also helps to lower rates by sharing costs with the billers.

#### **6.4.4 Billing Options**

- **eBill**

Enbridge offers customers an environmentally friendly and secure bill delivery option in the form of an electronic bill. In addition, customers receiving an ebill have the option to receive payment reminders and/or notifications. New gas customers will be automatically enrolled in eBill unless they request otherwise. You can view and store up to 24 months of bills electronically through this service. You can sign up at [www.enbridgegas.com/ebill](http://www.enbridgegas.com/ebill)

- **Budget Billing Plan**

The Enbridge Budget Billing Plan (BBP) is available to all residential gas heating customers at any time during the year and provides the convenience of paying equal amounts throughout the year and avoiding higher bills in winter months. Using your prior year's gas usage, Enbridge forecasts the amount of gas you will use and applies the current gas price to determine your monthly BBP installment.

The BBP season runs from September to July each year. In July, Budget Billing Plans are reviewed and reconciled and customers are billed or credited a BBP Final Adjustment that represents the

difference between the charges for gas actually used from the time you join the plan and the monthly BBP installments billed to date. In the month of August, you are billed for the actual gas used in the month. The new plan then starts again in September.

Should a credit balance result after the annual reconciliation, the amount will be credited to your account and will appear on your July bill. If you choose to have the amount refunded, you can call the Enbridge Call Centre at 1-877-362-7434 and a refund cheque will be issued.

Should a chargeable balance result after the annual reconciliation, the amount will be charged to your account and will appear on your July bill. In the event that the BBP Final Adjustment charge is higher than expected, you may choose to call the Enbridge Call Centre at 1-877-362-7434 and one of our Customer Service Representatives will work with you to determine suitable payment arrangements.

At a minimum, one mid-season BBP review will occur usually at the beginning of the next calendar year. The mid-season review will recalculate your monthly BBP installment to ensure accuracy as weather, usage and rate changes could affect the actual charges for gas you use. After the mid-season review, the new monthly installment amount will be billed on your next bill and a bill message will explain that there was a review of your monthly BBP installment.

**Customers are encouraged to monitor their BBP details (actual gas charges billed to date versus BBP installments billed to date) and may request a review at any time.**

A number of factors can create a variance in the plan. Significant changes in weather, gas prices, change in gas marketers, or gas use in the home, such as installing a new natural gas appliance, can create a difference between actual gas costs and installment amounts.

First time gas customers are automatically assigned to the BBP unless they request otherwise.

#### **6.4.5 Payment Options**

- **Pre-Authorized Payment**

Enbridge also offers a Pre-Authorized Payment Plan. Signing up for the Pre-Authorized Payment Plan will allow your amount due to be automatically withdrawn from your bank account on the day before the late payment effective date.

- **Other payment options include:**

- Online or in person at a financial institution (to avoid the late payment charge, please allow 7 days for your payment to reach our office).
- Telephone Banking
- Credit Card  
Subject to any convenience or other fees payable to the third party credit card service provider, you may use a valid credit card (that is accepted by the credit card service provider) to make a payment.
- Western Union  
For customers with overdue amounts that are at or nearing disconnection for non-payment, you may choose to make a payment for a fee through Western Union.
- Standard Mail (Cheque or Money Order)  
You can send a cheque or money order (no cash please), along with the bottom tear-off portion of your bill, to:

Enbridge  
P.O. Box 644  
Toronto, ON M1K 5H1

Please make your cheque or money order payable to "Enbridge Gas Inc." and write your account number on the front. To avoid the late payment charge, please allow 7 days for your payment to reach our office.

- o Pay in Person (Cheque or Money Order)  
You may also drop your cheque or money order payment off at one of our payment drop boxes located in the following locations 24 hours a day:

(Please note: for your security, we cannot accept cash at these offices.)

VPC Office  
500 Consumers Road  
North York, Ontario

Ottawa Office  
400 Coventry Road  
Ottawa, Ontario

Thorold Office  
3401 Schmon Parkway  
Thorold, Ontario

## **6.5. Correction of Billing Errors**

When a customer has been billed incorrectly, retroactive billing is required. Retroactive billing ensures that all charges not previously included on the Enbridge bill or previously billed incorrectly on the Enbridge bill are billed correctly to the customer. Retroactive billing can be the result of either a customer error or an Enbridge error.

Where billing errors, either through Enbridge or customer error, have resulted in either under or overbilling, the customer may be charged or credited with the amount erroneously billed for a period not exceeding two years.

If you have been under-billed, Enbridge will work with you to determine a suitable payment arrangement.

## **6.6. Discontinuance of Gas Supply or Delivery**

### **6.6.1 Customer Initiated Discontinuance**

A customer will continue to be bound by these Conditions of Service and will be obliged to pay for all gas supplied and/or delivered to the premises along with all other charges on the Enbridge bill including late payment charges until Enbridge has terminated the supply of gas following the acceptance of a request for termination from the customer.

### **6.6.2 Emergency or Safety Related Discontinuance**

In addition to service interruption for maintenance and force majeure events, Enbridge may discontinue gas supply and/or delivery to any customer for any of the following reasons:

- for use of gas for any purpose other than that described in the service application, gas supply contract, or rate schedule;

- if Enbridge is refused access for any lawful purposes to the premises to which gas is supplied and/or delivered;
- when Enbridge property on a customer's premises is in any manner tampered with, damaged, or destroyed;
- when Enbridge has reason to believe that an unsafe condition exists on the premises or may develop from a continuation of gas supply and/or delivery;
- when a gas installation contravenes the provisions of the *Technical Standards and Safety Act*, associated regulations, or any other applicable enactment; or
- when there is evidence of gas theft.

Discontinuance of gas supply and/or delivery for any of the reasons set out in paragraph 6.6.2 shall result in a disconnection charge payable by the Customer.

### **6.6.3 Discontinuance of Service for Non-payment**

Enbridge charges are due when the bill is received, which is considered to be three days after the date the bill is rendered. If, for any reason, you are unable to make full payment you are encouraged to contact Enbridge to make suitable payment arrangements. Customers can call the Enbridge Call Centre at 1-877-362-7434.

If the bill is not paid in full and you have not contacted Enbridge to make payment arrangements, under the *Public Utilities Act*, Enbridge has the right to discontinue gas service. Prior to discontinuance of gas service Enbridge will provide a minimum 48 hours' notice in writing to advise when the disconnection will occur. The written notice includes the dates between which the gas service can be disconnected and payment options for avoiding disconnection. An attempt to call you to discuss your gas account will also be made at this time.

If you are seeking payment assistance through a registered charity, government agency, social service agency or a third party. Please see Section 6.11 below for information on financial support and customer service rules available for Enbridge's eligible low-income customers.

If a rented property will have the service discontinued for any reason, notice of a pending disconnection may be provided by Enbridge to the Landlord (as defined in Section 6.9 below) of the premises.

If your meter has been turned off for non-payment, when payment in full is received by Enbridge (including any disconnection charges, security deposit or any other charges), Enbridge will reconnect your gas meter within 48 hours.

## **6.7. Arrears Management Programs**

Enbridge has different arrears management programs available to customers who are unable to pay their entire bill. Enbridge works with customers depending on their individual circumstances to come up with a mutually agreeable payment arrangement. Customers requiring assistance are encouraged to call the Enbridge Call Centre at 1-877-362-7434 to discuss options.

Customers who miss making a payment as part of their payment arrangement will be contacted by the use of electronic mail ("email"), a text message, a phone call, or sent a letter giving notice of the missed payment and the date on which their current arrangement will be cancelled.

In the event that you are an eligible low-income customer having difficulty paying your bill, emergency financial assistance is also available. Please see Section 6.11 below for information on financial support available for Enbridge's eligible low-income customers.

## **6.8. Allocation of Payments between Gas and Non-Gas Charges**

Payments are applied to your Enbridge bill charges based upon the oldest billed amounts being paid first. In the event that payment is insufficient to cover all charges invoiced in a month, payments will

be allocated to gas charges first. Any charges that remain outstanding past the late payment effective date will incur a late payment charge as mentioned in the “Bill Issuance and Payment” section.

## **6.9. Management of Landlord/Tenant Accounts**

References to “Landlord(s)” in this document includes the owner, landlord or property management company of a rented property.

Enbridge has processes for recording directions received from Landlords on how to manage accounts at rented properties in between tenants. If you are a Landlord, please review the full details of your options and complete the Landlord Agreement located at <https://www.enbridgegas.com/homes/start-stop-move/landlord-tenant.aspx> to provide Enbridge with your directions.

If ownership of the premises changes, the incoming Landlord is responsible for notifying Enbridge and electing their own preferred option. If the incoming Landlord does not make an election by completing and returning the Landlord Agreement to Enbridge, they will be deemed to have elected the previous Landlord’s election.

## **6.10. Management of Customer Accounts**

Enbridge is committed to providing excellent service and to ensuring that relationships with customers are conducted with integrity and in a responsible, fair, honest and ethical manner. Consistent with these objectives Enbridge maintains high standards of confidentiality with respect to the personal information in its possession. We collect information (including personal information) about our customers from our customers directly and from other sources (for example, credit bureaus as further discussed in Section 6.3), for the purposes identified in our privacy policy (available at <https://www.enbridgegas.com/privacy>) including to:

- establish and confirm identity (for example, name, address, phone number, date of birth, Driver’s License, etc.);
- set up an account for gas purchase and delivery; and
- confirm credit history.

Any personal information related to a customer’s account will only be shared with the party named on the account or any third party designated by the customer or as otherwise set out in our privacy policy. To provide consent for another person or a third party to discuss your account details with Enbridge, you must contact our Enbridge Call Centre at 1-877-362-7434 to advise us of your permission to discuss your account with these parties.

In addition, if a rented property will have the service discontinued for any reason, notice of a pending disconnection may be provided by Enbridge to the Landlord (as defined in Section 6.9 above) of the premises.

To ensure that Enbridge can identify its customers and ensure that it is dealing with the correct person when a customer contacts Enbridge, Enbridge has a “know your customer” process to collect and update customer information. When you contact Enbridge, you will be required to correctly answer confirmatory questions and, where necessary, update the information associated with your Enbridge account.

## **6.11. Customer Services for Eligible Low-Income Customers**

The Low-Income Energy Assistance Program (LEAP) developed by the Ontario Energy Board is a year- round program to assist eligible low-income customers with their bill payments and natural gas costs. It consists of three elements: (i) emergency financial assistance, (ii) customer service rules, and (iii) targeted conservation and demand management programs. The LEAP Emergency Financial



Assistance program and the customer service rules are described below. For more information on the LEAP Emergency Financial Assistance program please visit [www.enbridgegas.com/leap](http://www.enbridgegas.com/leap). For more information on the LEAP targeted conservation and demand management programs please visit [www.Enbridgegas.com/winterproofing](http://www.Enbridgegas.com/winterproofing).

The following definitions are relevant to the LEAP:

- An “eligible low-income customer” means a residential customer who has a pre-tax household income at or below the most recent pre-tax Low Income Cut-Off, according to Statistics Canada, plus 15%, taking into account family size and community size, as qualified by a Social Service Agency or Government Agency; or has been qualified for Emergency Financial Assistance.
- “Emergency Financial Assistance” means any Board-approved emergency financial assistance, or other financial assistance made available by a distributor, to eligible low-income customers.
- A “Social Service Agency or Government Agency” means a social service agency or government agency that has partnered with Enbridge to assess eligibility for Emergency Financial Assistance, the customer service rules or the targeted conservation and demand management programs.

For the purposes of the low-income customer service policies, if a customer is qualified as an eligible low-income customer, the customer’s Enbridge gas account will reflect their low-income status for two years from the date Enbridge was notified the customer was qualified.

If you are an eligible low-income customer, there are service-related standards and practices that are available to you pertaining to security deposits and arrears management:

- Enbridge will waive your security deposit requirement if you are an eligible low-income customer (see definition above) and are moving residences, providing the following conditions are met:
  - you are enrolled in the budget billing plan
  - you do not have an account with a financial institution and
  - your gas service has not been disconnected due to non-payment in the past two years.
- LEAP Emergency Financial Assistance (defined above) provides financial assistance to families in need. Customers who are working with a Social Service Agency or Government Agency will be given 21 days to secure Emergency Financial Assistance before additional collection action will be taken for non-payment.
- Eligible low-income customers that enter into a payment agreement will have the late payment charges waived on the payment arrangement balance. In the event that an eligible low-income customer defaults on an arrears payment agreement, then the option to have late payment charges waived with any future arrears payment agreement will no longer be automatically available. Disconnection of gas service is always a last resort.

To determine if you qualify for LEAP, please contact:

United Way Greater Simcoe County (UWGSC)  
1-855-487-LEAP (5327)

If you qualify, UWGSC will refer to you a local Social Service Agency or Government Agency who will book an appointment with you to complete the required application and provide your supporting documentation.

## **6.12. Our Customer Service Process**

### **Step 1: Call the Enbridge Call Centre at 1-877-362-7434**

Enbridge Customer Service Representatives (CSRs) are trained to help answer your questions.

**Step 2: Ask to Speak to a Supervisor**

If you feel that your questions are not being fully addressed by the CSR, please ask to speak to a supervisor. They'll try to work with you to resolve your issue.

**Step 3: Contact the Enbridge Customer Ombudsman**

If you've spoken to a CSR and a supervisor and are not completely satisfied with the solution provided, the supervisor will offer to elevate your concern to the Enbridge Customer Ombudsman's office.

For complete information regarding our customer service process, please visit the Enbridge website: <https://www.enbridgegas.com/contact-us/>.

## APPENDIX A

### DEFINITION OF TERMS

**Cubic Metre ("m<sup>3</sup>")** - That volume of gas which at a temperature of 15 degrees Celsius and at an absolute pressure of 101.325 kilopascals ("kPa") occupies one cubic metre. 10<sup>3</sup>m<sup>3</sup> equals 1,000 cubic metres.

**Curtailement** - An interruption in a customer's gas supply at a Terminal Location resulting from compliance with a request or an order by Enbridge to discontinue or curtail the use of gas.

**Customer** – means any person, persons, company or corporation receiving gas through an Enbridge meter.

**Enbridge** – means Enbridge Gas Inc. operating as Enbridge Gas Distribution in its EGD Rate Zone, as that term is defined in Enbridge's Rate Handbook and generally described in Section 1 of these Conditions of Service.

**Gas** – natural gas.

**Gas appliance** – means any device approved by the appropriate governmental authority which uses gas as a fuel or as a raw material.

**Meter** – means a device owned by Enbridge and approved by the appropriate governmental authority and installed to measure the volume of gas delivered to the customer.

**Month or monthly** – means, for the purposes of calculating customers' accounts, a period of approximately 30 days.

**Point of delivery** – means that point at which gas leaves Enbridge's metering and regulating facilities and is delivered to you or, if there are no such facilities, Enbridge's shut-off valve.

**Rate schedule** – a numbered rate of Enbridge as fixed or approved by the Ontario Energy Board ("OEB") that specifies rates, applicability, character of service, terms and conditions of service and the effective date.

**Service** – means the pipe or tubing and associated fittings which transmits gas from the pipeline to the meter inlet connection. Where unmetered gas is provided, the service shall be deemed to terminate at the shut-off valve located closest to the building entry, immediately inside the building wall. Where gas pressure regulation is necessary, the service regulator shall form part of the service.

**Terminal Location** – is the building or other facility of the customer at or in which natural gas will be used by the customer.

**ENBRIDGE GAS INC.**

Deleted: DISTRIBUTION

**CONDITIONS OF SERVICE**  
**for the EGD Rate Zone**  
**January 2019**

Deleted: September 2017

## Revision History

Version #	Date of Revision	Description (e.g. "First Draft", "Final Approval Copy")
1.0		First Draft
2.0	2011/12/30	<p>Section 6.1 Setting Up an Enbridge Account to include the requirement to provide Enbridge with 3 days advance notice of a move. If notification is not received Enbridge will only retroactively adjust the account for a maximum of 30 days from the date notification is received. This will be implemented starting Jan 1 2012.</p> <p>Section 6.3 Security Deposits to revise the good payment history period for return of a security deposit from 24 to 12 months. This will be effective from Jan 2012.</p> <p>Section 6.5 Correction of Billing errors to restrict the period of correction for over or under billing to two years. This will be implemented starting Jan 1 2012.</p> <p>Section 6.9 Management of Customer Accounts originally stated "In a landlord tenant situation Enbridge will follow directions recorded on the account when gas service was initially established". The phrase "when gas service was initially established" has been removed to allow for updated directions to be received from a Landlord.</p>
3.0	2012/03/30	<p>Section 6 now gives a short description of accounts that are classified as Commercial for reference</p> <p>Section 6.1 Setting Up an Enbridge Account removed reference to when these conditions remain in effect</p> <p>Section 6.2 Meter Reading informs customers that they must give access to Enbridge to read the meter at least one per 12 months</p> <p>Section 6.6.3 Discontinuance of Service for Non Payment to inform customers that the Disconnection notice now includes the dates between which the gas service can be disconnected and payment options for avoiding disconnection. This was effective from Jan 2012</p> <p>Section 6.7 Arrears Management Programs to inform customers of the cancellation of installment plan letter. This was effective from Jan 2012. Also to advise customers working with a Social Assistance agency that they will be given 21 days to secure emergency financial assistance before additional Collections action will be taken. This was effective from Jan 2012.</p> <p>Section 6.9 Management of Customer Accounts to inform Landlords of the new process of recording Landlord directions for the properties they own/manage. This was effective March 2012.</p>
4.0	2013/1/1	Section 6 now includes information for Low Income Customers.
5.0	2016/03/07	<p>This revision captures several typographical and grammatical errors, updates the titles of various Enbridge documents, and clarifies several sections of the document.</p> <p>4. Inserted definition of "applicant".</p> <p>4.2 Substantial revision of "Service Installations" to reflect Enbridge's current practices and to clarify when a CIAC will be required.</p> <p>4.3.2 Included references to service regulators.</p> <p>4.5 Moved definition of "building piping" from Appendix A to Section 4.5 as this is the only instance in the document in which the term is used.</p>

	<p>4.6 Clarifies that the customer must make repairs or adjustments prior to the gas being turned on by Enbridge.</p> <p>5.2.1 Inserted a new paragraph (the last paragraph) describing the process if the customer does not respond to a meter exchange notice.</p> <p>5.2.2 Amended section to refer to the specific sections of the Electricity and Gas Inspection Act, and delete the previous summary of those sections.</p> <p>6. Note: All Conditions of Service pertaining to eligible low-income customers have been consolidated in Section 6.11, and cross-references have been inserted in each relevant provision of Section 6 directing readers to Section 6.11 for information applicable to eligible low-income customers.</p> <p>6. Clarifications have been made throughout Section 6 to consistently refer to the “Enbridge bill” and “all items billed on your Enbridge bill”.</p> <p>6.2 Deleted the reference to a customer providing access for meter reading purposes at least one every twelve (12) months and combined the first and second sentences to clarify that we need access to the meter for the actual meter readings.</p> <p>6.3 Revised the security deposit section to clarify that a security deposit is required if the customer cannot meet Enbridge’s “know your customer” identification requirements. In the security deposit waiver criteria list: (i) deleted the reference to a customer providing a reference letter from another utility in Canada; and (ii) included a reference to a customer requesting Enbridge to conduct a credit check and meeting Enbridge’s credit requirements. Added the last paragraph to Section 6.3 regarding the conduct of credit checks by Enbridge.</p> <p>6.4.1 Enbridge has recently simplified the text on its bill. This section has been substantially revised to reflect the “plain language” definitions on the current Enbridge bill.</p> <p>6.4.2 Modified to reflect the title on the Enbridge bill: “Charges for <i>Natural Gas</i>” (amendment in italics).</p> <p>6.4.3 Modified description of “Charges from Other Companies” to clarify that the billers are not owned by or affiliate with Enbridge, and Enbridge does not recommend, endorse or guarantee their products or services.</p> <p>6.4.4 Included the website reference for Paperless Billing sign up.</p> <p>6.4.5 Included suggested timelines to submit payment to avoid the late payment charge for payments made online, in a financial institution or by standard mail. Updated the “Credit Card” section to remove the reference to a specific dollar amount, and refer to the fees payable to the third party credit card service provider. In addition, included the caveat that a customer can only pay by credit cards accepted by the credit card service provider.</p> <p>6.5 Revised to provide clarity with respect to retroactive billing for all charges on the Enbridge bill.</p>
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		<p>6.6.3 Inserted the second-last paragraph pertaining to disclosure of notice of a pending disconnection to the landlord of a rented property. Amended the last paragraph to include "or any other charges" in the second line.</p> <p>6.8 Amended to provide that, after payments are allocated to the oldest billed amount, payments will then be applied to gas charges first and then non-gas charges. The previous Conditions of Service provided that payments would be allocated to the oldest billed amount, and then applied to the non-gas charges first.</p> <p>6.9 Inserted a new section "Management of Landlord/Tenant Accounts" to expand on a paragraph in the previous Conditions of Service and to incorporate information from our website pertaining to accounts for rented properties.</p> <p>6.10 Included information pertaining to our collection of information (including personal information) and a reference to the Privacy Policy. Inserted the second-last paragraph pertaining to disclosure of notice of a pending disconnection to the landlord of a rented property. Inserted the last paragraph dealing with Enbridge's "know your customer" process.</p> <p>6.11 Consolidated the Conditions of Service provisions pertaining to eligible low-income customers in one section (where relevant, there are cross-references to Section 6.11 in the earlier provisions of Section 6). Inserted a reference to the United Way Greater Simcoe County to assist customers who wish to determine if they qualify for LEAP.</p> <p>6.12 Amended to reflect the correct title (Ombudsman, not Ombud) and change the reference to "dispute resolution" process to "customer service" process to reflect the language used on our website.</p> <p>Appendix A has been modified to reflect the definitions on the current Enbridge bill ("plain language") and remove defined terms that are not used elsewhere in the Conditions of Service.</p>
6.0	2016/09/30	<p>This revision clarifies and updates the following sections of the document:</p> <p>Section 4.3.3 Added a new section to detail the requirements for an external regulator room.</p> <p>Section 6.2 Amended to provide greater detail on the customer's need to provide access to the gas meter.</p> <p>Section 6.3 Amended the pre-authorized payment criterion for the waiver of the security deposit requirement to provide that the customer must sign up for Enbridge's Pre-Authorized Payment Plan and paperless billing.</p> <p>Section 6.4.4 Updated to reflect a new option to set payment reminders and/or payment notifications, and to provide notice that new gas customers will be automatically enrolled in paperless billing unless they request otherwise.</p> <p>Section 6.4.5 Updated to reflect that customers can sign up for the Enbridge Pre-Authorized Payment Plan or update their Pre-Authorized Payment Plan online.</p>
7.0	2017/09/18	<p>Section 6.1 Added language to support disconnection process in cases where a premise is deemed vacant.</p> <p>Section 6.4.4 Renamed Paperless Billing to eBill.</p> <p>Section 6.5 Amended back billing language to ensure it offers the flexibility to act in the</p>

		customer's best interest. Section 6.9 Direct Landlords to the web for details on their options to manage tenanted properties
<a href="#">8.0</a>	<a href="#">2018/10/09</a>	<a href="#">Section 6.4.1 Added language to describe the Federal Carbon Charge</a>
<a href="#">9.0</a>	<a href="#">2018/12/14</a>	<a href="#">This revision reflects the amalgamation of Enbridge Gas Distribution Inc. and Union Gas Limited, and the name of the amalgamated company. The amalgamated company will be called Enbridge Gas Inc., or "Enbridge" as referred to herein, and continue to operate parts of its business as Enbridge Gas Distribution in its EGD Rate Zone.</a>



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## Preface

Enbridge Gas Inc. was formed by the amalgamation of Enbridge Gas Distribution Inc. and Union Gas Limited on January 1, 2019. Enbridge Gas Inc., or "Enbridge" as referred to herein, continues to operate parts of its business as Enbridge Gas Distribution in its EGD Rate Zone. As Canada's largest natural gas distribution company, Enbridge has been providing natural gas services in a safe and reliable manner for more than 160 years, and currently provides service to over 2 million homes and businesses.

Deleted: Gas Distribution Inc. ("Enbridge")

These Conditions of Service describe in summary form Enbridge's operating practices and policies in its EGD Rate Zone, and are provided as part of our commitment to providing our customers with safe and reliable gas services.

We reserve the right to modify the contents of the Conditions of Service at any time. These Conditions of Service are meant as guidelines and do not supersede any terms and conditions set out in Enbridge's Rate Handbook, or agreed to in our contracts with you.

## 1. Enbridge Franchise Area and Gas Distribution Services

The following is a current list of cities and towns to which Enbridge provides distribution services.

### Eastern Region

Admaston	Hawkesbury	Ottawa
Alfred & Plantagenet	Horton	Pembroke
Arnprior	Laurentian Hills	Perth
Beckwith	Laurentian Valley	Petawawa
Brockville	Leeds and Grenville	Renfrew
Carleton Place	McNab-Braeside	Rideau Lakes
Casselman	Merrickville-Wolford	Russell
Champlain	Mississippi Mills	Smiths Falls
Clarence-Rockland	Montague	South Glengarry
Deep River	North Glengarry	Tay Valley
Drummond-North Elmsley	North Grenville	The Nation
Elizabethtown-Kitley	North Stormont	Whitewater Region

### Central Region

Adjala	East Luther Grand Valley	Penetanguishene
Ajax	Erin	Peterborough
Amaranth	Essa	Pickering
Asphodel-Norwood	Georgina	Richmond Hill
Athens	Grey Highlands	Scugog
Aurora	Havelock Belmont Methuen	Severn
Barrie	Innisfil	Shelburne
Bradford-West Gwillimbury	Kawartha Lakes	Smith-Ennismore-Lakefield
Brampton	King	Southgate
Brighton	Markham	Springwater
Brock	Melancthon	Tay
Caledon	Midland	Tiny
Cavan Monaghan	Mississauga	Toronto
Clarington	Mono	Trent Hills
Clearview	Mulmur	Uxbridge
Collingwood	New Tecumseh	Vaughan
Douro-Dummer	Newmarket	Wasaga Beach
Dufferin	Orangeville	Wellington
Durham	Oshawa	Whitby
East Garafraxa	Otonabee S- Monaghan	Whitchurch
East Gwillimbury		

**Niagara Region**

Fort Erie  
Grimsby  
Lincoln  
Niagara Falls

Niagara-on-the-Lake  
Pelham  
Port Colborne  
St. Catharines

Thorold  
Wainfleet  
Welland  
West Lincoln

## **2. Gas Distribution Services**

### **2.1. Gas Supply and Delivery**

Gas will be delivered and (if a customer purchases its gas from Enbridge) supplied to our customers within our franchise area under the following circumstances:

- there is sufficient supply of gas;
- there is sufficient capacity in Enbridge's distribution system; and,
- the supplying and/or delivering of gas is economically feasible.

### **2.2. Gas Supply and/or Delivery Under More than One Rate Schedule**

Gas may be delivered and, if applicable, supplied under more than one rate provided the customer meets all the applicability requirements of each rate schedule as approved by the Ontario Energy Board. Gas delivered and, if applicable, supplied under each rate schedule will normally be metered separately but may be taken through one meter provided Enbridge and the customer agree in writing upon a formula for determining the delivery and supply services that the customer will purchase under each rate schedule.

### **2.3. Interruptions in Gas Distribution and/or Supply**

Customers may be required to curtail or discontinue the use of gas if the supply of gas is jeopardized by any of the following:

- in the event of actual or threatened shortage of gas due to circumstances beyond the control of Enbridge;
- when curtailment or restriction is ordered by any government or agency having jurisdiction; or
- for any force majeure event (described below).

Enbridge shall not be liable for any loss of production, nor for any damages whatsoever due to such curtailment or discontinuance. Enbridge may also interrupt service from time to time for repair and maintenance of facilities. Except in the case of an emergency, Enbridge will provide affected customers with reasonable notice of such interruption.

### **2.4. Force Majeure**

Customers of Enbridge shall not have any claim against Enbridge for damages sustained as a result of the interruption or cessation of gas deliveries caused by force majeure which include:

- acts of God, the elements;
- labour disputes, strikes, lockouts;
- fires, accidents;
- the breakage or repair of pipelines or machinery;
- curtailment by an upstream gas transporter;
- depletion or shortage of gas supply;
- order of any legislative body or duly constituted authority; or
- any other cause or contingencies beyond the control of Enbridge.

### **3. Rate Schedule**

#### **3.1. Changes in Rate Schedules**

In the event the Ontario Energy Board amends the rate schedules of Enbridge, the amended price or amended terms and conditions shall apply to services provided under the rate schedules after the effective date established by the Ontario Energy Board.

### **4. Initiation of Service**

A potential customer that has applied for natural gas service is referred to in this section as the "applicant".

#### **4.1. Main Extensions**

Enbridge will extend its gas main within its franchise area to serve new customers when it is feasible, in accordance with Enbridge's feasibility policy and procedures, to do so. Enbridge will look at the following when determining feasibility:

- the number of potential new customers within the next five years;
- the amount of natural gas to be used; and,
- the cost of extending the gas main.

If the cost of the extension is not economically feasible, the applicant(s) will be required to pay a contribution in aid of construction (CIAC). Enbridge will determine the contribution amount and communication will be provided to the applicant(s) in writing.

#### **4.2. Service Installations**

As part of the process to connect an applicant to Enbridge's natural gas distribution system, we complete a construction estimate to assess the costs associated with your installation. We perform a feasibility analysis to determine whether there are any charges to the applicant for the service installation. Applicants may be required to pay a contribution in aid of construction (CIAC) as your share of the costs to make the installation financially feasible.

The installation costs will vary depending on the nature of the installation. Factors that may affect the installation costs include: the size and type of material required; the cost of required permits or fees; obtaining any land rights; complexity of construction, including the need for horizontal directional drilling, or proximity to a high-pressure or sensitive gas main; and environmental or geotechnical considerations, such as the presence of rock.

Enbridge will determine the location at which the service will enter a building. The normal point of entry will be through the wall nearest to the gas supply. Where feasible, and at Enbridge's sole discretion, the service may be installed to accommodate requests made by an applicant. The applicant will be responsible for additional costs incurred by Enbridge associated with any such accommodation, if such accommodation affects the feasibility analysis for the installation.

If a CIAC is required, Enbridge will notify the applicant of the CIAC and the applicant may be required to sign a CIAC agreement. Once the CIAC has been paid in full by the applicant, Enbridge will process the application for service and plan the installation based on the next available appointment.

If an applicant for gas service requests an installation that requires part of the service or main to be installed on property that is not owned by the applicant, land rights (in the form of an easement) from

the property owner will be required for the installation and maintenance of all necessary gas lines and equipment. The cost of obtaining such land rights will be included in the installation costs (and the CIAC, if applicable). If there are difficulties obtaining the necessary land rights, this will impact the timing of the installation or whether the installation can proceed.

Enbridge will 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. Restoration costs are included in the installation costs (and the CIAC, if applicable).

Based on the many factors affecting construction, Enbridge cannot guarantee the time it will take to install a new service.

It is important that you activate your natural gas account within six months of installation. If you do not have an active gas account within six months of installation of a new gas service, you will be required to pay Enbridge's installation costs.

### **4.3. Location of Meter and Service Regulators**

Enbridge shall supply each customer with a meter of a size and type that will adequately measure the gas supplied. Enbridge shall:

4.3.1 Make every effort to install meters and service regulators so as to be at all times accessible for inspection, reading, testing, maintaining and exchanging.

4.3.2 Not install meters or service regulators in locations prohibited by law. The following locations are specifically prohibited:

- o For meters: (i) under combustible stairways; (ii) unventilated areas; (iii) inaccessible areas; or (iv) within 90 cm (3 feet) of a source of ignition; and
- o For service regulators: within 90 cm (3 feet) of a building opening, and within 305 cm (10 feet) of a mechanical air intake).

4.3.3 Install all meters outside the building to which gas is supplied except in rare circumstances where it not practical. Service regulators must always be installed outside the building. However, Enbridge does permit meters and service regulators to be installed in an External Regulator Room (ERR). There are specific criteria which must be met in order for the installation to be approved. The customer must contact Enbridge in advance of the installation to understand the criteria, agree to the conditions, and obtain approval to proceed. It is important to note life safety generator stations are not permitted to be installed inside an ERR.

4.3.4 Provide protection where outside meters and regulators are installed in locations that do not afford reasonable protection from damage.

Anyone who is not an authorized agent of Enbridge shall not be permitted to connect or disconnect our meters or regulators, nor shall any piping be connected to or disconnected from Enbridge's facilities except by representatives of Enbridge.

Customers are responsible, subject to the provisions of paragraph 4.3.4, for protecting all metering and regulating equipment necessary for the supply of gas and for keeping it accessible at all times.

### **4.4. Alterations**

Alterations or service relocation requests will be dealt with as follows:

- The cost of work done to relocate existing equipment solely for the convenience of the customer will be charged to the customer.
- The undepreciated cost of any equipment abandoned as a result of relocation for the customer's convenience, or replacing equipment to increase their capacity to accommodate a customer's increased requirements, may be charged to the customer.

#### **4.5. Customer Responsibilities Regarding Building Piping Appliances & Equipment**

As an applicant for service, a customer shall:

- at their own expense, install all piping, controls, safety devices and other attachments necessary from the meter to the equipment or appliances served;
- ensure the building piping, appliances and equipment are installed in accordance with regulations made under the authority of statutes passed by the Province of Ontario establishing the requirements for the installations of such facilities; and
- be responsible for maintaining all building piping, appliances and equipment in a good and safe condition. Such maintenance will be at the customer's own expense.

Building piping includes pipe, whether indoors, outdoors, exposed or buried, which brings gas from the "point of delivery" to each point of utilization including plugged or capped gas valves.

If there is a leakage or escape of gas on a customer's premises, the customer is required to notify Enbridge immediately by calling our emergency number at 1-866-763-5427.

Enbridge shall not be liable to the customer for any damages. The customer shall indemnify Enbridge from and against all loss, costs, damages, injury, or expense associated with any injury or damage to persons or property arising, either directly or indirectly, from or incidental to 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.

For the purposes of inspecting or repairing or of altering or disconnecting any service pipe within or outside the building, the customer shall ensure that free access is permitted to Enbridge at all reasonable times, and upon reasonable notice given and request made, to all parts of every building or other premises to which gas is supplied.

#### **4.6. Inspections of New Installations**

All inspections shall conform to the *Technical Standards and Safety Act* and regulations. In particular, all new installations of supply piping, gas appliances and installations will be inspected prior to gas being introduced to a building in accordance with the *Technical Standards and Safety Act* and regulations. If an inspection reveals that repairs or adjustments are required, the customer will be advised and repairs or adjustments to the customer's equipment must be completed by the customer prior to the gas being turned on.

### **5. Maintenance of Service**

#### **5.1. Turning Off and Turning On Gas Supply**

In an emergency, the gas supply to appliances may be turned off in the interest of safety. Only a qualified person holding an appropriate certificate from the regulatory authority having jurisdiction may turn on the supply of gas to appliances which have been turned off.

Except in the case of a notification of a hazard, the turning on and off of the gas supply for purposes



of installing, servicing, removing or repairing gas appliances may only be done by a person certified to perform this work by the regulatory authority having jurisdiction.

## **5.2. Meter Exchange and Testing**

### **5.2.1 Meter Exchange**

Under Government of Canada regulations (Section 12 of the *Electricity and Gas Inspection Act*), Enbridge is required to periodically exchange gas meters for government inspection.

To complete the meter exchange, we will shut off the gas supply to your existing meter, replace it with a new meter and then relight and inspect all of your natural gas equipment. There is no charge for this service.

If we are required to exchange your meter we will contact you via letter or telephone. Please call the number provided to make an appointment. The inspector who comes to your property will carry valid Enbridge photo ID and you may ask to see it before providing access to your property.

There may be times where there has been no response to our attempts to contact you. In those cases, the meter will be exchanged and left off. A card will be left at your property requesting you to call our service department for an appointment; please call our service department and we will return to unlock your meter and to relight your natural gas appliances.

### **5.2.2 Meter Testing**

Should a meter fail to register the amount of gas used, consumption shall be estimated by Enbridge and supply and/or delivery charges shall be paid for by the customer in accordance with such estimate.

Should a customer dispute the accuracy of a meter, you can apply to have a government inspection of your meter (please refer to Sections 23 and 24 of the *Electricity and Gas Inspection Act*).

In the event of an erroneous connection or incorrect use of an apparatus, the error shall be deemed to have existed from the time of connection.

In the event it can be, through records, determined when an error occurred, the bill will be retroactive to that time.

## **6. Customer Service for Residential and Low-Income Customers**

For the purposes of this section, "customer" means a residential customer (referred to as "you" in this section). If you are a low-income customer, our Conditions of Service pertaining to eligible low-income customers are set out in Section 6.11.

Any property which receives gas distribution services for non-residential purposes is classed as a "commercial" account and this Section 6 would not apply.

### **6.1. Setting up an Enbridge Account**

Whether you are a first time customer of Enbridge or moving from an existing Enbridge account, you need to notify us before taking possession of a new home. Enbridge requires at least 3 business days (including Saturdays) advance notice of a move. You agree to pay for services provided, and are liable for all gas supplied to the premises and for the safe custody of Enbridge property. If advance notice is not given Enbridge will only retroactively adjust the account for a maximum of 30 days from the date notification is received. If you do not set up a new Enbridge account, we will consider the

premise vacant and eligible for discontinuance of service.

On our website you will find information on how to submit either an "Open a New Enbridge Account" or "I'm Moving" form. You can also call the Enbridge Call Centre at 1-877-362-7434.

## **6.2. Meter Reading**

Enbridge reads your meter every other month and will estimate your consumption based on your historical gas usage in between readings; customers must provide access to Enbridge or its agent for meter reading purposes. This includes refraining from placing plants, permanent structures, and other objects within 60 centimeters (24 inches) around the gas meter that may be accidentally damaged by meter readers or technicians trying to access the meter. Enbridge representatives will attempt to use the shortest access route from a path or driveway to access the Enbridge meter. During winter weather, where the Enbridge representative is not aware of what may lie beneath the snow, Enbridge cannot guarantee that plants and other objects may not be walked upon. If Enbridge's representative is unable to read the meter, a bill will be issued based on an estimated reading. If Enbridge has been unable to read a meter during normal working hours, arrangements will be made to obtain a reading at the customer's convenience. You can also submit your own meter reading using the "Submit Meter Reading Form" on our website at [www.enbridgegas.com/meter](http://www.enbridgegas.com/meter) or, alternatively, you can call the Enbridge Call Centre at 1-800-268-5442.

## **6.3. Security Deposits and Credit Checks**

Security deposits are collected to secure payment for future charges in the event of a customer not paying their bill. To protect against losses, Enbridge reserves the right to request a security deposit from its customers as a condition of supplying gas service. All new residential customers are subject to a security deposit, unless they meet one of the waiver criteria outlined below. If you are required to pay a security deposit, an amount of \$250.00 will be charged on your next Enbridge bill. Payment of the security deposit is required by the late payment effective date indicated on your bill.

A security deposit will be required if the customer cannot meet Enbridge's "know your customer" identification requirements, regardless of whether one or more of the waiver criteria are met.

Enbridge will waive your security deposit requirement if you meet our criteria, which include the following:

- If you have moved and your previous Enbridge account has a good payment history;
- If you request us to conduct a credit check and you meet our credit requirements; or
- If you are an eligible low-income customer and meet the criteria set out in Section 6.11 of these Conditions of Service (Customer Services for Low-income Customers).

Enbridge will review all security deposits on a monthly basis from the date the deposit is fully paid. If you have paid a security deposit, it will be refunded (with interest) once you have demonstrated good payment history for a period of 12 months, and the refund will appear as a credit on the following Enbridge bill.

Good payment history is maintained unless you have experienced any of the following:

- Your account has been in arrears in the last 12 months;
- Receipt of a disconnection notice from Enbridge;
- A payment you provided to Enbridge has been returned for insufficient funds; or
- Your gas has been turned off due to non-payment.

Interest earned on your security deposit will be paid upon return of all or any part of the security deposit or at the time you close your account, whichever comes first. Simple interest will be earned on all security deposits except those held for a total of six months or less. The interest rate applicable to security deposits in any year will be established quarterly and will be based upon the Ontario Energy Board prescribed interest rates. Interest is calculated retroactively to the date the security deposit was received.

Security deposits are not to be considered as prepayments for future charges.

From time to time, Enbridge may investigate your credit record and conduct a credit check (including obtaining a credit report) to support Enbridge's billing and collections processes. Such actions may be taken in connection with the review of your application for service, determination of whether a security deposit is required, account amendment or renewal, account collection action or dispute investigation. Enbridge may also report information (such as late payments, missed payments or other defaults) about your account to credit reporting agencies.

## 6.4. Bill Issuance and Payment

### 6.4.1 Your Monthly Bill

The Ontario Energy Board regulates and approves Enbridge's charges. Enbridge charges you the following on a monthly basis, as applicable:

Deleted: charges

- **Customer Charge**

The cost of our operations, customer and emergency services. This charge is billed monthly whether or not you consume gas during the month.

- **Transportation to Enbridge**

The cost of transporting natural gas from Western Canada and the US to Enbridge in Ontario. You can choose to buy transportation services from Enbridge or a marketer (in which case, the price you pay for the Transportation to Enbridge charge depends on the contract terms with your marketer). This charge is billed based on the amount of natural gas consumed.

- **Delivery to You**

The cost to safely and reliably deliver natural gas through Enbridge's distribution system to your premises and billed based on the amount of natural gas consumed. This charge is on a descending scale: the more gas consumed, the lower the charges per cubic meter (m<sup>3</sup>).

- **Gas Supply**

The cost of the natural gas itself. You can choose to buy natural gas from Enbridge or a marketer (in which case the price you pay for the Gas Supply Charge depends on the contract terms with your marketer). This charge is billed based on the amount of natural gas consumed.

- **Federal Carbon Charge**

Pursuant to the Greenhouse Gas Pollution Pricing Act (GGPPA), gas distributors are required to pay to the federal government a fixed carbon charge for use and deliveries of natural gas to customers. This charge is billed based on the amount of natural gas consumed by customers other than industrial emitters who are registered under the GGPPA Output-Based Pricing System (OBPS). For any fixed carbon and OBPS charges that Enbridge must pay to the federal government for its transmission and storage facilities, these charges are included in the "Delivery to You" item on the bill.

There are other charges that may appear on your bill from time to time based on events that occur with your account. These include:

- **New Account Charge**

If you open a new account with Enbridge, the first bill will include a one-time service charge of \$25.00, to help cover the costs of setting up the account, taking a meter reading and related work.

- **Late Payment Effective Date/Late Payment Charge**

Your bill is due when you receive it which is considered to be three days after the bill date. If you do not pay your bill in full by the late payment effective date on the first page of your bill, an Ontario Energy Board-approved late charge equal to 1.5% per month or 18% per year (for an effective rate of 19.56% per year) multiplied by a total of all unpaid Enbridge charges will be added to your bill. A late payment charge, calculated and assessed in the same manner, will also be added to your bill if full payment for all other charges on your bill is not received by the late payment effective date on the first page of your bill.

Late payment charges are not applied to security deposit amounts owing to Enbridge.

- **Adjustments**

Your bill may show adjustments to charges from time to time when there is a correction made on your account.

For more information on the charges that appear on your bill, visit the "Understanding Your Bill" section on our website <https://www.enbridgegas.com/My-Account/Understand-Your-Bill>.

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#### **6.4.2 Billing from a Licensed Energy Marketer**

If you buy your natural gas supply from a licensed energy broker, your gas supply charges, along with the name of your licensed energy broker will appear in the 'Charges For Natural Gas' section of your Enbridge bill.

#### **6.4.3 Charges from Other Companies**

Enbridge provides a billing service to other companies to include their charges on the Enbridge bill. If you have purchased a product or service from a participating company, the charges would appear in the section called "Charges From Other Companies" on your Enbridge bill. These companies are not owned by or affiliated with Enbridge. Enbridge does not recommend, endorse or guarantee the products or services offered by such companies. If you have a question about their products or services, you should contact them directly.

This billing service helps make paying bills more convenient for you. You receive one bill and make one monthly payment to Enbridge Gas Distribution. This service also helps to lower rates by sharing costs with the billers.

#### **6.4.4 Billing Options**

- **eBill**

Enbridge offers customers an environmentally friendly and secure bill delivery option in the form of an electronic bill. In addition, customers receiving an ebill have the option to receive payment reminders and/or notifications. New gas customers will be automatically enrolled in eBill unless they request otherwise. You can view and store up to 24 months of bills electronically through this service. You can sign up at [www.enbridgegas.com/ebill](http://www.enbridgegas.com/ebill)

- **Budget Billing Plan**

The Enbridge Budget Billing Plan (BBP) is available to all residential gas heating customers at any time during the year and provides the convenience of paying equal amounts throughout the year and avoiding higher bills in winter months. Using your prior year's gas usage, Enbridge forecasts the amount of gas you will use and applies the current gas price to determine your monthly BBP installment.

The BBP season runs from September to July each year. In July, Budget Billing Plans are reviewed and reconciled and customers are billed or credited a BBP Final Adjustment that represents the

difference between the charges for gas actually used from the time you join the plan and the monthly BBP installments billed to date. In the month of August, you are billed for the actual gas used in the month. The new plan then starts again in September.

Should a credit balance result after the annual reconciliation, the amount will be credited to your account and will appear on your July bill. If you choose to have the amount refunded, you can call the Enbridge Call Centre at 1-877-362-7434 and a refund cheque will be issued.

Should a chargeable balance result after the annual reconciliation, the amount will be charged to your account and will appear on your July bill. In the event that the BBP Final Adjustment charge is higher than expected, you may choose to call the Enbridge Call Centre at 1-877-362-7434 and one of our Customer Service Representatives will work with you to determine suitable payment arrangements.

At a minimum, one mid-season BBP review will occur usually at the beginning of the next calendar year. The mid-season review will recalculate your monthly BBP installment to ensure accuracy as weather, usage and rate changes could affect the actual charges for gas you use. After the mid-season review, the new monthly installment amount will be billed on your next bill and a bill message will explain that there was a review of your monthly BBP installment.

**Customers are encouraged to monitor their BBP details (actual gas charges billed to date versus BBP installments billed to date) and may request a review at any time.**

A number of factors can create a variance in the plan. Significant changes in weather, gas prices, change in gas marketers, or gas use in the home, such as installing a new natural gas appliance, can create a difference between actual gas costs and installment amounts.

First time gas customers are automatically assigned to the BBP unless they request otherwise.

#### **6.4.5 Payment Options**

- **Pre-Authorized Payment**

Enbridge also offers a Pre-Authorized Payment Plan. Signing up for the Pre-Authorized Payment Plan will allow your amount due to be automatically withdrawn from your bank account on the day before the late payment effective date.

- **Other payment options include:**

- Online or in person at a financial institution (to avoid the late payment charge, please allow 7 days for your payment to reach our office).
- Telephone Banking
- Credit Card  
Subject to any convenience or other fees payable to the third party credit card service provider, you may use a valid credit card (that is accepted by the credit card service provider) to make a payment.
- Western Union  
For customers with overdue amounts that are at or nearing disconnection for non-payment, you may choose to make a payment for a fee through Western Union.
- Standard Mail (Cheque or Money Order)  
You can send a cheque or money order (no cash please), along with the bottom tear-off portion of your bill, to:

Enbridge  
P.O. Box 644  
Toronto, ON M1K 5H1

Please make your cheque or money order payable to "Enbridge Gas Inc." and write your account number on the front. To avoid the late payment charge, please allow 7 days for your payment to reach our office.

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- o Pay in Person (Cheque or Money Order)  
You may also drop your cheque or money order payment off at one of our payment drop boxes located in the following locations 24 hours a day:

(Please note: for your security, we cannot accept cash at these offices.)

VPC Office  
500 Consumers Road  
North York, Ontario

Ottawa Office  
400 Coventry Road  
Ottawa, Ontario

Thorold Office  
3401 Schmon Parkway  
Thorold, Ontario

## 6.5. Correction of Billing Errors

When a customer has been billed incorrectly, retroactive billing is required. Retroactive billing ensures that all charges not previously included on the Enbridge bill or previously billed incorrectly on the Enbridge bill are billed correctly to the customer. Retroactive billing can be the result of either a customer error or an Enbridge error.

Where billing errors, either through Enbridge or customer error, have resulted in either under or overbilling, the customer may be charged or credited with the amount erroneously billed for a period not exceeding two years.

If you have been under-billed, Enbridge will work with you to determine a suitable payment arrangement.

## 6.6. Discontinuance of Gas Supply or Delivery

### 6.6.1 Customer Initiated Discontinuance

A customer will continue to be bound by these Conditions of Service and will be obliged to pay for all gas supplied and/or delivered to the premises along with all other charges on the Enbridge bill including late payment charges until Enbridge has terminated the supply of gas following the acceptance of a request for termination from the customer.

### 6.6.2 Emergency or Safety Related Discontinuance

In addition to service interruption for maintenance and force majeure events, Enbridge may discontinue gas supply and/or delivery to any customer for any of the following reasons:

- for use of gas for any purpose other than that described in the service application, gas supply contract, or rate schedule;

- if Enbridge is refused access for any lawful purposes to the premises to which gas is supplied and/or delivered;
- when Enbridge property on a customer's premises is in any manner tampered with, damaged, or destroyed;
- when Enbridge has reason to believe that an unsafe condition exists on the premises or may develop from a continuation of gas supply and/or delivery;
  - when a gas installation contravenes the provisions of the *Technical Standards and Safety Act*, associated regulations, or any other applicable enactment; or
  - when there is evidence of gas theft.

Discontinuance of gas supply and/or delivery for any of the reasons set out in paragraph 6.6.2 shall result in a disconnection charge payable by the Customer.

### **6.6.3 Discontinuance of Service for Non-payment**

Enbridge charges are due when the bill is received, which is considered to be three days after the date the bill is rendered. If, for any reason, you are unable to make full payment you are encouraged to contact Enbridge to make suitable payment arrangements. Customers can call the Enbridge Call Centre at 1-877-362-7434.

If the bill is not paid in full and you have not contacted Enbridge to make payment arrangements, under the *Public Utilities Act*, Enbridge has the right to discontinue gas service. Prior to discontinuance of gas service Enbridge will provide a minimum 48 hours' notice in writing to advise when the disconnection will occur. The written notice includes the dates between which the gas service can be disconnected and payment options for avoiding disconnection. An attempt to call you to discuss your gas account will also be made at this time.

If you are seeking payment assistance through a registered charity, government agency, social service agency or a third party. Please see Section 6.11 below for information on financial support and customer service rules available for Enbridge's eligible low-income customers.

If a rented property will have the service discontinued for any reason, notice of a pending disconnection may be provided by Enbridge to the Landlord (as defined in Section 6.9 below) of the premises.

If your meter has been turned off for non-payment, when payment in full is received by Enbridge (including any disconnection charges, security deposit or any other charges), Enbridge will reconnect your gas meter within 48 hours.

### **6.7. Arrears Management Programs**

Enbridge has different arrears management programs available to customers who are unable to pay their entire bill. Enbridge works with customers depending on their individual circumstances to come up with a mutually agreeable payment arrangement. Customers requiring assistance are encouraged to call the Enbridge Call Centre at 1-877-362-7434 to discuss options.

Customers who miss making a payment as part of their payment arrangement will be contacted by the use of electronic mail ("email"), a text message, a phone call, or sent a letter giving notice of the missed payment and the date on which their current arrangement will be cancelled.

In the event that you are an eligible low-income customer having difficulty paying your bill, emergency financial assistance is also available. Please see Section 6.11 below for information on financial support available for Enbridge's eligible low-income customers.

### **6.8. Allocation of Payments between Gas and Non-Gas Charges**

Payments are applied to your Enbridge bill charges based upon the oldest billed amounts being paid first. In the event that payment is insufficient to cover all charges invoiced in a month, payments will

be allocated to gas charges first. Any charges that remain outstanding past the late payment effective date will incur a late payment charge as mentioned in the "Bill Issuance and Payment" section.

### **6.9. Management of Landlord/Tenant Accounts**

References to "Landlord(s)" in this document includes the owner, landlord or property management company of a rented property.

Enbridge has processes for recording directions received from Landlords on how to manage accounts at rented properties in between tenants. If you are a Landlord, please review the full details of your options and complete the Landlord Agreement located at <https://www.enbridgegas.com/homes/start-stop-move/landlord-tenant.aspx> to provide Enbridge with your directions.

If ownership of the premises changes, the incoming Landlord is responsible for notifying Enbridge and electing their own preferred option. If the incoming Landlord does not make an election by completing and returning the Landlord Agreement to Enbridge, they will be deemed to have elected the previous Landlord's election.

### **6.10. Management of Customer Accounts**

Enbridge is committed to providing excellent service and to ensuring that relationships with customers are conducted with integrity and in a responsible, fair, honest and ethical manner. Consistent with these objectives Enbridge maintains high standards of confidentiality with respect to the personal information in its possession. We collect information (including personal information) about our customers from our customers directly and from other sources (for example, credit bureaus as further discussed in Section 6.3), for the purposes identified in our privacy policy (available at <https://www.enbridgegas.com/privacy>) including to:

- establish and confirm identity (for example, name, address, phone number, date of birth, Driver's License, etc.);
- set up an account for gas purchase and delivery; and
- confirm credit history.

Any personal information related to a customer's account will only be shared with the party named on the account or any third party designated by the customer or as otherwise set out in our privacy policy. To provide consent for another person or a third party to discuss your account details with Enbridge, you must contact our Enbridge Call Centre at 1-877-362-7434 to advise us of your permission to discuss your account with these parties.

In addition, if a rented property will have the service discontinued for any reason, notice of a pending disconnection may be provided by Enbridge to the Landlord (as defined in Section 6.9 above) of the premises.

To ensure that Enbridge can identify its customers and ensure that it is dealing with the correct person when a customer contacts Enbridge, Enbridge has a "know your customer" process to collect and update customer information. When you contact Enbridge, you will be required to correctly answer confirmatory questions and, where necessary, update the information associated with your Enbridge account.

### **6.11. Customer Services for Eligible Low-Income Customers**

The Low-Income Energy Assistance Program (LEAP) developed by the Ontario Energy Board is a year-round program to assist eligible low-income customers with their bill payments and natural gas costs. It consists of three elements: (i) emergency financial assistance, (ii) customer service rules, and (iii) targeted conservation and demand management programs. The LEAP Emergency Financial



Assistance program and the customer service rules are described below. For more information on the LEAP Emergency Financial Assistance program please visit [www.enbridgegas.com/leap](http://www.enbridgegas.com/leap). For more information on the LEAP targeted conservation and demand management programs please visit [www.Enbridgegas.com/winterproofing](http://www.Enbridgegas.com/winterproofing).

The following definitions are relevant to the LEAP:

- An “eligible low-income customer” means a residential customer who has a pre-tax household income at or below the most recent pre-tax Low Income Cut-Off, according to Statistics Canada, plus 15%, taking into account family size and community size, as qualified by a Social Service Agency or Government Agency; or has been qualified for Emergency Financial Assistance.
- “Emergency Financial Assistance” means any Board-approved emergency financial assistance, or other financial assistance made available by a distributor, to eligible low-income customers.
- A “Social Service Agency or Government Agency” means a social service agency or government agency that has partnered with Enbridge to assess eligibility for Emergency Financial Assistance, the customer service rules or the targeted conservation and demand management programs.

For the purposes of the low-income customer service policies, if a customer is qualified as an eligible low-income customer, the customer’s Enbridge gas account will reflect their low-income status for two years from the date Enbridge was notified the customer was qualified.

If you are an eligible low-income customer, there are service-related standards and practices that are available to you pertaining to security deposits and arrears management:

- Enbridge will waive your security deposit requirement if you are an eligible low-income customer (see definition above) and are moving residences, providing the following conditions are met:
  - you are enrolled in the budget billing plan
  - you do not have an account with a financial institution and
  - your gas service has not been disconnected due to non-payment in the past two years.
- LEAP Emergency Financial Assistance (defined above) provides financial assistance to families in need. Customers who are working with a Social Service Agency or Government Agency will be given 21 days to secure Emergency Financial Assistance before additional collection action will be taken for non-payment.
- Eligible low-income customers that enter into a payment agreement will have the late payment charges waived on the payment arrangement balance. In the event that an eligible low-income customer defaults on an arrears payment agreement, then the option to have late payment charges waived with any future arrears payment agreement will no longer be automatically available. Disconnection of gas service is always a last resort.

To determine if you qualify for LEAP, please contact:

United Way Greater Simcoe County (UWGSC)  
1-855-487-LEAP (5327)

If you qualify, UWGSC will refer to you a local Social Service Agency or Government Agency who will book an appointment with you to complete the required application and provide your supporting documentation.

## **6.12. Our Customer Service Process**

### **Step 1: Call the Enbridge Call Centre at 1-877-362-7434**

Enbridge Customer Service Representatives (CSRs) are trained to help answer your questions.

### **Step 2: Ask to Speak to a Supervisor**

If you feel that your questions are not being fully addressed by the CSR, please ask to speak to a supervisor. They'll try to work with you to resolve your issue.

**Step 3: Contact the Enbridge Customer Ombudsman**

If you've spoken to a CSR and a supervisor and are not completely satisfied with the solution provided, the supervisor will offer to elevate your concern to the Enbridge Customer Ombudsman's office.

For complete information regarding our customer service process, please visit the Enbridge website: <https://www.enbridgegas.com/contact-us/>.

## APPENDIX A

### DEFINITION OF TERMS

**Cubic Metre ("m<sup>3</sup>")** - That volume of gas which at a temperature of 15 degrees Celsius and at an absolute pressure of 101.325 kilopascals ("kPa") occupies one cubic metre. 10<sup>3</sup>m<sup>3</sup> equals 1,000 cubic metres.

**Curtailement** - An interruption in a customer's gas supply at a Terminal Location resulting from compliance with a request or an order by Enbridge to discontinue or curtail the use of gas.

**Customer** – means any person, persons, company or corporation receiving gas through an Enbridge meter.

**Enbridge** – means Enbridge Gas Inc. operating as Enbridge Gas Distribution in its EGD Rate Zone, as that term is defined in Enbridge's Rate Handbook and generally described in Section 1 of these Conditions of Service.

**Gas** – natural gas.

**Gas appliance** – means any device approved by the appropriate governmental authority which uses gas as a fuel or as a raw material.

**Meter** – means a device owned by Enbridge and approved by the appropriate governmental authority and installed to measure the volume of gas delivered to the customer.

**Month or monthly** – means, for the purposes of calculating customers' accounts, a period of approximately 30 days.

**Point of delivery** – means that point at which gas leaves Enbridge's metering and regulating facilities and is delivered to you or, if there are no such facilities, Enbridge's shut-off valve.

**Rate schedule** – a numbered rate of Enbridge as fixed or approved by the Ontario Energy Board ("OEB") that specifies rates, applicability, character of service, terms and conditions of service and the effective date.

**Service** – means the pipe or tubing and associated fittings which transmits gas from the pipeline to the meter inlet connection. Where unmetered gas is provided, the service shall be deemed to terminate at the shut-off valve located closest to the building entry, immediately inside the building wall. Where gas pressure regulation is necessary, the service regulator shall form part of the service.

**Terminal Location** – is the building or other facility of the customer at or in which natural gas will be used by the customer.

Enbridge Gas Inc.  
**CONDITIONS OF SERVICE for Union Rate Zones**

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January 1, 2019

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## Foreword

Enbridge Gas Inc. was formed by the amalgamation of Enbridge Gas Distribution Inc. and Union Gas Limited on January 1, 2019. Enbridge Gas Inc. continues to operate parts of its business as Union Gas in its Union Rate Zones. 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	Enbridge Gas Inc. operating as 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).
Curtailement	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.

Union Rate Zones

The geographic areas within which the Company provides Services as set out in section 1.1 of these Conditions of Service, as amended from time to time.

# 1. About our Area and Gas Services

## 1.1 Area Served by Union Gas

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	Bayham Twp	Burford Twp
Acton	Beachville	Burgessville
Adelaide Twp	Beardmore	Burks Falls
Ailsa Craig	Belleville	Burlington
Alberton	Bentinck Twp	Cache Bay
Aldborough Twp	Berwick	Caledonia
Alma	Bewdley	Callander
Alvinston	Blandford-Blen Twp	Calstock
Amabel Twp	Banshard Twp	Cambridge
Amherstburg	Blenheim	Camden Twp
Amherstview	Bleazard Valley	Camlachie
Ancaster	Blind River	Campbellville
Appin	Bloomfield	Canboro
Arkona	Bloomingtondale	Canborough Twp
Arran Twp	Blue Mountains	Canfield
Artemesia Twp	Blyth	Cannifton
Arthur	Bosanquet Twp	Capreol
Arthur Twp	Bothwell	Caradoc Twp
Astra	Bracebridge	Cardinal
Atherley	Branchton	Carlisle
Atikokan	Brant Twp	Carrick Twp
Atwood	Brantford	Castleton
Awrey Twp	Brantford Twp	Cathcart
Ayr	Breslau	Cayuga
Azilda	Brigden	Cayuga N Twp
Baden	Brighton	Cayuga S Twp
Balmertown	Brights Grove	Cedar Springs
Baltimore	Brooke Twp	Centralia
Barwick	Brookville	Centreton
Batawa	Bruce Mines	Chaput Hughes
Bath	Brussels	Charing Cross
Bayfield	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
Cochenour	Dutton	Garson
Cochrane	Ear Falls	Georgetown
Colborne	Earlton	Geraldton
Colborne Twp	East Wawanosh Twp	Glanbrook Twp
Colchester N Twp	Easthope N Twp	Glen Williams
Colchester S Twp	Easthope S Twp	Glencoe
Collingwood Twp	Echo Bay	Glenelg Twp
Conestogo	Eden	Goderich
Coniston	Egmondville	Goderich Twp
Copetown	Egremont Twp	Gosfield S Twp
Copper Cliff	Ekfrid Twp	Gowanstown
Corbyville	Elginburg	Grafton
Cornwall	Ellice Twp	Grand Bend
Corunna	Elliot Lake	Gravenhurst
Courtland	Elma Twp	Greensville
Courtright	Elmira	Grey Twp
Crediton	Elora	Guelph
Crysler	Emo	Guelph Twp
Culross Twp	Englehart	Hagersville
Cumberland Beach	Enniskillen Twp	Haileybury
Dashwood	Eramosa Twp	Hallebourg
Dawn Twp	Erie Beach	Halton Hills
Delaware Twp	Erieau	Hamilton
Delhi	Espanola	Hanmer
Derby Twp	Essex	Hanover
Dereham Twp	Euphemia Twp	Harrisburg
Desbarats	Exeter	Harriston
Deseronto	Falconbridge	Harrow
Devlin	Fauquier	Harty
Dorchester	Fergus	Harwich Twp
Dorchster N Twp	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	Levack	Moore Twp
Hillier	Linwood	Mooretown
Holland Twp	Listowel	Moraviantown
Holtyre	Lively	Morewood
Hornell Heights	Lobo Twp	Morpeth
Howard Twp	Logan Twp	Morris Twp
Howick Twp	Londesborough	Morrisburg
Hullett Twp	London	Morrison
Huntsville	London Twp	Mosa Twp
Hurkett	Long Sault	Moulton Twp
Huron Park	Longford Mills	Mount Brydges
Ignace	Longlac	Mount Elgin
Ingersoll	Lowbanks	Mount Forest
Ingleside	Lowville	Mount Hope
Inkerman	Lucan	Mount Pleasant
Innerkip	Lynden	Murillo
Inwood	Lynedoch	Nairn Centre
Iron Bridge	Madoc	Nanticoke
Iroquois	Maitland	Napanee
Iroquois Falls	Mannheim	Naughton
Jarvis	Markdale	Neebing
Jerseyville	Markstay	New Dundee
Joyceville	Marmora	New Hamburg
Kakabeka Falls	Maryborough Twp	New Liskeard
Kapuskasing	Maryhill	Newburgh
Keewatin	Matheson	Newbury
Kenora	Mattawa	Nichol Twp
Kent Bridge	Mattice	Nipigon
Keppel Twp	Maynard	Nissouri W Twp
Kettle and Stony Point	McGillivray Twp	Norfolk Twp
Kilbride	McKillop Twp	Normanby Twp
Kilsyth	Meaford	North Bay
Kilworth	Merlin	North Buxton
Kilworth Heights	Metcalfe Twp	North Cobalt
Kingston	Middleport	Norval
Kingsville	Middleton Twp	Norwich
Kirkland Lake	Mildmay	Norwich N Twp
Kitchener	Millgrove	Norwich S Twp
Komoka	Milton	Norwich Twp
La Salette	Milverton	Novar
Lakeport	Minto Twp	Oakland
Lakeshore	Mississauga	Oakland Twp
Lambton Shores	Mitchell	Oakville
Langton	Mitchell's Bay	Odessa
Lasalle	Monteith	Oil City
Leamington	Moonbeam	Oil Springs

Oliver Paipoonge	Rainy River	St Vincent Twp
Onaping	Raleigh Twp	St Williams
Oneida Twp	Rama	Stanley Twp
Onondaga Twp	Ramore	Stephen Twp
Opasatika	Red Rock	Stirling
Orford Twp	Red Lake	Stockdale
Orillia	Ridgetown	Stoney Creek
Orkney	Rockwood	Stratford
Orland	Rodney	Strathroy
Orrville	Romney Twp	Stratton
Otterville	Rondeau Park	Sturgeon Falls
Owen Sound	Roseville	Sudbury
Oxford Southwest Twp	Rostock	Sullivan Twp
Paincourt	Rothsay	Sundridge
Palmerston	Rutherglen	Swastika
Paris	Salem	Sydenham Twp
Parkhill	Sarawak Twp	Tara
Parry Sound	Sarnia	Tavistock
Peacock Point	Sauble Beach	Tecumseh
Peel Twp	Saugeen Twp	Teeswater
Petersburg	Sault Ste. Marie	Teeterville
Petrolia	Schumacher	Temagami
Picton	Scotland	Thamesford
Pilkington Twp	Seaforth	Thamesville
Pinewood	Sebringville	Theford
Plainfield	Selby	Thessalon
Plattsville	Selkirk	Thornbury
Plympton Twp	Seneca Twp	Thorne
Point Edward	Shallow Lake	Thunder Bay
Porcupine	Shanty Bay	Tilbury
Porquis Junction	Sherbrooke Twp	Tilbury E Twp
Port Dover	Shrewsbury	Tillsonburg
Port Elgin	Shuniah Twp	Timmins
Port Hope	South Mountain	Townsend
Port Lambton	South Porcupine	Townsend Twp
Port Rowan	South River	Trenton
Port Ryerse	Southampton	Trout Creek
Port Stanley	Southwold Twp	Tuckersmith Twp
Port Sydney	Springford	Tupperville
Powassan	St Agatha	Turnberry Twp
Prescott	St Andrews West	Tweed
Prince Twp	St Clements	Usborne Twp
Princeton	St George	Val Caron
Puslinch Twp	St Jacobs	Val Gagne
Quinte West	St Marys	Val Rita
Rainham Twp	St Thomas	Val Therese

Vanastra  
Vermilion Bay  
Verner  
Vickers Heights  
Village of York  
Vittoria  
Wahnapiatae  
Walkerton  
Wallace Twp  
Wallaceburg  
Wallenstein  
Walpole Island  
Walpole Twp  
Walsingham  
Walsingham N Twp  
Walsingham S Twp  
Wardsville  
Warren  
Warwick Twp  
Wartburg

Waterdown  
Waterford  
Waterloo  
Watford  
Wellesley  
Wellesley Twp  
Wellington  
West Lorne  
West Montrose  
Westbrook  
Westlake  
Westminster Town  
Wheatley  
Whitefish  
Wiaraton  
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  
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 Union Gas' 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 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 remove and 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 or business. Account requests can be submitted [online](#) or by phone at 1-888-774-3111. Accounts are subject to an account opening charge. Customers with Union Gas may be required to provide a security deposit. See section 4.11 for details.

Once an account 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.

Customers who have unpaid balances owing on previous Union Gas accounts of any age may be required to pay the outstanding balance before Union Gas will approve an application for gas service at another address. Unpaid balances on previous gas accounts may be listed with a collection agency after a period of approximately 60 days and/or transferred to a current gas account.

### 4.2 Meter Reading

Union Gas makes every effort to read all meters on a monthly schedule. Sometimes we estimate bills if inaccessibility, weather or unsafe conditions prevent 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

Depending on rate zone 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.

### 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.

### Billing History

Through the online account management system, MyAccount, customers can view and download up to 24 months of billing and payment history. Please note that Union Gas does not retain copies of bills beyond 24 months. Customers may also request a printed copy of this billing history or duplicate bills for a fee of \$15.

## 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 equal to 1.75% of the payment amount which will be charged by Paymentus Corporation to the customer for each payment.
- Mail your payment directly to Union Gas.

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

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.

#### **4.4.1 Charges from Other Companies**

Union Gas provides a billing service to other companies to include their charges on the Union Gas bill. The charges displayed in this "Charges from Other Companies" section of your bill are for services that you initiated with other companies that have contracted Union Gas to bill on their behalf. Union Gas does not recommend, endorse or guarantee the products or services offered by such companies.

For billing inquiries related to these or any charges on your bill, please contact us at 1-888-774-3111 or online at [myaccount.uniongas.com](http://myaccount.uniongas.com). For questions related to the product or service provided including maintenance and repair, please contact the other company directly at the contact information noted on your bill.

#### **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.

#### **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, the customer should contact Union Gas to arrange a suitable time within the following two business days

during which Union Gas can visit the home or business to reconnect the gas service and relight and inspect the gas appliances.

#### 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 Low-Income Customer Services Policies Program**

For eligible low-income customers, Union Gas also offers a Low-Income Customer Services Policies Program. This program offers additional assistance to help low-income customers manage their natural gas account including:

- Enrolment in the Equal Billing Plan, if not already enrolled;
- Ability to waive security deposit requirements, as long as the natural gas service is not disconnected for non-payment and the eligible low-income customer has enrolled in the Equal Billing Plan;
- If payment arrangements are required, waiving of late payment charges for the duration of the arrangement, as long as the terms of the arrangement are kept.

Emergency financial assistance may also be available. The Union Gas Energy Assistance Program (UGEAP) is designed for eligible low-income families and individuals who have exhausted all other sources of financial support. Approved households may receive one grant (up to \$500 maximum) each year.

You can choose to apply for either of these programs through various community and social agencies. Customers who are working with a social assistance agency will be given 21 days to secure emergency financial assistance before additional collection action will be taken for non-payment. Disconnection of gas service is always a last resort.

"Eligible low-income customer" means a residential customer who:

- Has an after-tax household income at or below Statistics Canada's Low-Income Measure (LIM), taking into account family and community size, as qualified by a Social Service Agency or Government Agency; or
- Has been qualified for Emergency Financial Assistance.

#### **4.14 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.

#### **4.15 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 in writing (unless otherwise agreed to by the customer) within 10 calendar days.

Written complaints can be mailed to:

Union Gas 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](#).

~~Union Gas Enbridge Gas Inc.~~  
**CONDITIONS OF SERVICE for Union Rate Zones**

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January 1, 2019

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## Foreword

Enbridge Gas Inc. was formed by the amalgamation of Enbridge Gas Distribution Inc. and Union Gas Limited on January 1, 2019. Enbridge Gas Inc. continues to operate parts of its business as Union Gas in its Union Rate Zones. 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	<u>Enbridge Gas Inc. operating as</u> 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).
Curtailement	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.

Union Rate Zones

The geographic areas within which the Company provides Services as set out in section 1.1 of these Conditions of Service, as amended from time to time.

# 1. About our Area and Gas Services

## 1.1 Area Served by ~~Company~~Union Gas

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	Bayham Twp	Burford Twp
Acton	Beachville	Burgessville
Adelaide Twp	Beardmore	Burks Falls
Ailsa Craig	Belleville	Burlington
Alberton	Bentinck Twp	Cache Bay
Aldborough Twp	Berwick	Caledonia
Alma	Bewdley	Callander
Alvinston	Blandford-Blen Twp	Calstock
Amabel Twp	Banshard Twp	Cambridge
Amherstburg	Blenheim	Camden Twp
Amherstview	Bleazard Valley	Camlachie
Ancaster	Blind River	Campbellville
Appin	Bloomfield	Canboro
Arkona	Bloomingtondale	Canborough Twp
Arran Twp	Blue Mountains	Canfield
Artemesia Twp	Blyth	Cannifton
Arthur	Bosanquet Twp	Capreol
Arthur Twp	Bothwell	Caradoc Twp
Astra	Bracebridge	Cardinal
Atherley	Branchton	Carlisle
Atikokan	Brant Twp	Carrick Twp
Atwood	Brantford	Castleton
Awrey Twp	Brantford Twp	Cathcart
Ayr	Breslau	Cayuga
Azilda	Brigden	Cayuga N Twp
Baden	Brighton	Cayuga S Twp
Balmertown	Brights Grove	Cedar Springs
Baltimore	Brooke Twp	Centralia
Barwick	Brookville	Centreton
Batawa	Bruce Mines	Chaput Hughes
Bath	Brussels	Charing Cross
Bayfield	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
Cochenour	Dutton	Garson
Cochrane	Ear Falls	Georgetown
Colborne	Earlton	Geraldton
Colborne Twp	East Wawanosh Twp	Glanbrook Twp
Colchester N Twp	Easthope N Twp	Glen Williams
Colchester S Twp	Easthope S Twp	Glencoe
Collingwood Twp	Echo Bay	Glenelg Twp
Conestogo	Eden	Goderich
Coniston	Egmondville	Goderich Twp
Copetown	Egremont Twp	Gosfield S Twp
Copper Cliff	Ekfrid Twp	Gowanstown
Corbyville	Elginburg	Grafton
Cornwall	Ellice Twp	Grand Bend
Corunna	Elliot Lake	Gravenhurst
Courtland	Elma Twp	Greensville
Courtright	Elmira	Grey Twp
Crediton	Elora	Guelph
Crysler	Emo	Guelph Twp
Culross Twp	Englehart	Hagersville
Cumberland Beach	Enniskillen Twp	Haileybury
Dashwood	Eramosa Twp	Hallebourg
Dawn Twp	Erie Beach	Halton Hills
Delaware Twp	Erieau	Hamilton
Delhi	Espanola	Hanmer
Derby Twp	Essex	Hanover
Dereham Twp	Euphemia Twp	Harrisburg
Desbarats	Exeter	Harriston
Deseronto	Falconbridge	Harrow
Devlin	Fauquier	Harty
Dorchester	Fergus	Harwich Twp
Dorchster N Twp	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	Levack	Moore Twp
Hillier	Linwood	Mooretown
Holland Twp	Listowel	Moraviantown
Holtyre	Lively	Morewood
Hornell Heights	Lobo Twp	Morpeth
Howard Twp	Logan Twp	Morris Twp
Howick Twp	Londesborough	Morrisburg
Hullett Twp	London	Morrison
Huntsville	London Twp	Mosa Twp
Hurkett	Long Sault	Moulton Twp
Huron Park	Longford Mills	Mount Brydges
Ignace	Longlac	Mount Elgin
Ingersoll	Lowbanks	Mount Forest
Ingleside	Lowville	Mount Hope
Inkerman	Lucan	Mount Pleasant
Innerkip	Lynden	Murillo
Inwood	Lynedoch	Nairn Centre
Iron Bridge	Madoc	Nanticoke
Iroquois	Maitland	Napanee
Iroquois Falls	Mannheim	Naughton
Jarvis	Markdale	Neebing
Jerseyville	Markstay	New Dundee
Joyceville	Marmora	New Hamburg
Kakabeka Falls	Maryborough Twp	New Liskeard
Kapuskasing	Maryhill	Newburgh
Keewatin	Matheson	Newbury
Kenora	Mattawa	Nichol Twp
Kent Bridge	Mattice	Nipigon
Keppel Twp	Maynard	Nissouri W Twp
Kettle and Stony Point	McGillivray Twp	Norfolk Twp
Kilbride	McKillop Twp	Normanby Twp
Kilsyth	Meaford	North Bay
Kilworth	Merlin	North Buxton
Kilworth Heights	Metcalfe Twp	North Cobalt
Kingston	Middleport	Norval
Kingsville	Middleton Twp	Norwich
Kirkland Lake	Mildmay	Norwich N Twp
Kitchener	Millgrove	Norwich S Twp
Komoka	Milton	Norwich Twp
La Salette	Milverton	Novar
Lakeport	Minto Twp	Oakland
Lakeshore	Mississauga	Oakland Twp
Lambton Shores	Mitchell	Oakville
Langton	Mitchell's Bay	Odessa
Lasalle	Monteith	Oil City
Leamington	Moonbeam	Oil Springs

Oliver Paipoonge	Rainy River	St Vincent Twp
Onaping	Raleigh Twp	St Williams
Oneida Twp	Rama	Stanley Twp
Onondaga Twp	Ramore	Stephen Twp
Opasatika	Red Rock	Stirling
Orford Twp	Red Lake	Stockdale
Orillia	Ridgetown	Stoney Creek
Orkney	Rockwood	Stratford
Orland	Rodney	Strathroy
Orrville	Romney Twp	Stratton
Otterville	Rondeau Park	Sturgeon Falls
Owen Sound	Roseville	Sudbury
Oxford Southwest Twp	Rostock	Sullivan Twp
Paincourt	Rothsay	Sundridge
Palmerston	Rutherglen	Swastika
Paris	Salem	Sydenham Twp
Parkhill	Sarawak Twp	Tara
Parry Sound	Sarnia	Tavistock
Peacock Point	Sauble Beach	Tecumseh
Peel Twp	Saugeen Twp	Teeswater
Petersburg	Sault Ste. Marie	Teeterville
Petrolia	Schumacher	Temagami
Picton	Scotland	Thamesford
Pilkington Twp	Seaforth	Thamesville
Pinewood	Sebringville	Theford
Plainfield	Selby	Thessalon
Plattsville	Selkirk	Thornbury
Plympton Twp	Seneca Twp	Thorne
Point Edward	Shallow Lake	Thunder Bay
Porcupine	Shanty Bay	Tilbury
Porquis Junction	Sherbrooke Twp	Tilbury E Twp
Port Dover	Shrewsbury	Tillsonburg
Port Elgin	Shuniah Twp	Timmins
Port Hope	South Mountain	Townsend
Port Lambton	South Porcupine	Townsend Twp
Port Rowan	South River	Trenton
Port Ryerse	Southampton	Trout Creek
Port Stanley	Southwold Twp	Tuckersmith Twp
Port Sydney	Springford	Tupperville
Powassan	St Agatha	Turnberry Twp
Prescott	St Andrews West	Tweed
Prince Twp	St Clements	Usborne Twp
Princeton	St George	Val Caron
Puslinch Twp	St Jacobs	Val Gagne
Quinte West	St Marys	Val Rita
Rainham Twp	St Thomas	Val Therese

Vanastra  
Vermilion Bay  
Verner  
Vickers Heights  
Village of York  
Vittoria  
Wahnapiatae  
Walkerton  
Wallace Twp  
Wallaceburg  
Wallenstein  
Walpole Island  
Walpole Twp  
Walsingham  
Walsingham N Twp  
Walsingham S Twp  
Wardsville  
Warren  
Warwick Twp  
Wartburg

Waterdown  
Waterford  
Waterloo  
Watford  
Wellesley  
Wellesley Twp  
Wellington  
West Lorne  
West Montrose  
Westbrook  
Westlake  
Westminster Town  
Wheatley  
Whitefish  
Warton  
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  
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~~ Union Gas' 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 remove and 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 or business. Account requests can be submitted [online](#) or by phone at 1-888-774-3111. Accounts are subject to an account opening charge. Customers with Union Gas may be required to provide a security deposit. See section 4.11 for details.

Once an account 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.

Customers who have unpaid balances owing on previous Union Gas accounts of any age may be required to pay the outstanding balance before Union Gas will approve an application for gas service at another address. Unpaid balances on previous gas accounts may be listed with a collection agency after a period of approximately 60 days and/or transferred to a current gas account.

### 4.2 Meter Reading

Union Gas makes every effort to read all meters on a monthly schedule. Sometimes we estimate bills if inaccessibility, weather or unsafe conditions prevent 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

Depending on rate zone 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.

### 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.

### Billing History

Through the online account management system, MyAccount, customers can view and download up to 24 months of billing and payment history. Please note that Union Gas does not retain copies of bills beyond 24 months. Customers may also request a printed copy of this billing history or duplicate bills for a fee of \$15.

## 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 equal to 1.75% of the payment amount which will be charged by Paymentus Corporation to the customer for each payment.
- Mail your payment directly to Union Gas.



The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

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.

#### **4.4.1 Charges from Other Companies**

Union Gas provides a billing service to other companies to include their charges on the Union Gas bill. The charges displayed in this "Charges from Other Companies" section of your bill are for services that you initiated with other companies that have contracted Union Gas to bill on their behalf. Union Gas does not recommend, endorse or guarantee the products or services offered by such companies.

For billing inquiries related to these or any charges on your bill, please contact us at 1-888-774-3111 or online at [myaccount.uniongas.com](http://myaccount.uniongas.com). For questions related to the product or service provided including maintenance and repair, please contact the other company directly at the contact information noted on your bill.

#### **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.

#### **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, the customer should contact Union Gas to arrange a suitable time within the following two business days

during which Union Gas can visit the home or business to reconnect the gas service and relight and inspect the gas appliances.

#### **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 Low-Income Customer Services Policies Program**

For eligible low-income customers, Union Gas also offers a Low-Income Customer Services Policies Program. This program offers additional assistance to help low-income customers manage their natural gas account including:

- Enrolment in the Equal Billing Plan, if not already enrolled;
- Ability to waive security deposit requirements, as long as the natural gas service is not disconnected for non-payment and the eligible low-income customer has enrolled in the Equal Billing Plan;
- If payment arrangements are required, waiving of late payment charges for the duration of the arrangement, as long as the terms of the arrangement are kept.

Emergency financial assistance may also be available. The Union Gas Energy Assistance Program (UGEAP) is designed for eligible low-income families and individuals who have exhausted all other sources of financial support. Approved households may receive one grant (up to \$500 maximum) each year.

You can choose to apply for either of these programs through various community and social agencies. Customers who are working with a social assistance agency will be given 21 days to secure emergency financial assistance before additional collection action will be taken for non-payment. Disconnection of gas service is always a last resort.

"Eligible low-income customer" means a residential customer who:

- Has an after-tax household income at or below Statistics Canada's Low-Income Measure (LIM), taking into account family and community size, as qualified by a Social Service Agency or Government Agency; or
- Has been qualified for Emergency Financial Assistance.

#### **4.14 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.

#### **4.15 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 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](#).

**ENBRIDGE GAS INC. 2019 RATE APPLICATION**

**DRAFT ISSUES LIST**

1. Is the Price Cap Index calculated appropriately?
2. Does the accounting order wording in the following new accounts appropriately reflect the OEB's MAADs Decision?
  - a. Earnings Sharing Mechanism Deferral Account (Enbridge Gas)
  - b. Tax Variance Deferral Account (Enbridge Gas)
  - c. Accounting Policy Changes Deferral Account (Enbridge Gas)
3. Should the following deferral accounts be established?
  - a. Incremental Capital Module – EGD Rate Zone
  - b. Incremental Capital Module – Union Rate Zones
4. Should the proposed changes be made to the accounting orders for the following deferral accounts?

EGD Rate Zone

- a. 179.24\_ Post-Retirement True-up Variance Account
- b. 179.48\_ Open Bill Revenue Variance Account
- c. 179.08\_ Ex-Franchise Third Party Billing Services Deferral Account
- d. 179.70\_ Purchased Gas Variance Account
- e. 179.88\_ Storage and Transportation Deferral Account
- f. 179.94\_ OEB Cost Assessment Variance Account

Union Rate Zones

- g. 179-136 Parkway West Project Costs
- h. 179-137 Brantford-Kirkwall/Parkway D Project Costs
- i. 179-142 Lobo C Compressor/Hamilton to Milton Project Costs
- j. 179-144 Dawn H/Lobo D/Bright C Compressor Project Costs
- k. 179-149 Burlington Oakville Project Costs
- l. 179-156 Panhandle Reinforcement Project Costs

5. Should the following deferral and variance accounts be discontinued as proposed?
  - a. 179-100 Union North Tolls and Fuel
  - b. 179-105 Union North PGVA
  - c. 179-103 Unbundled Services Unauthorized Storage Overrun Deferral Account

6. Are the rate design proposals for the Union rate zones appropriate?
  - a. One-time adjustment of Capital Pass-Through Projects
  - b. General service monthly customer charge
  - c. PDO adjustment
  - d. DSM budget allocation
  
7. Are the rate schedule changes for the Union rate zones appropriate?
  - a. System expansion surcharge term update
  - b. Elimination of Union South Rate U2
  - c. Elimination of Union South supplemental services
  - d. Elimination of Union South multiple delivery points service option
  - e. Rate C1 interruptible transportation within Dawn
  - f. Rate M13 General Terms & Conditions changes
  
8. Is the NPS 30 Don River Replacement Project in the EGD rate zone eligible for ICM funding?
  - a. If yes, is the ICM rate rider for the NPS 30 Don River Replacement Project calculated appropriately?
  
9. Are the Sudbury Replacement Project in the Union North rate zone and the Kingsville Transmission Reinforcement and Stratford Reinforcement projects in the Union South rate zone eligible for ICM funding?
  - a. If yes, are the ICM rate riders for the Sudbury, Kingsville and Stratford projects calculated appropriately?