



# **EPCOR Natural Gas Limited Partnership - Southern Bruce Natural Gas Operations**

## **Conditions of Service**

**Effective January 1, 2019  
EB-2018-0264**

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## **1 PREAMBLE**

EPCOR Natural Gas Limited Partnership's Southern Bruce Operations ("EPCOR") commenced development of its natural gas distribution system in 2019 in order to sell and distribute natural gas to Customers within its franchise areas in the Municipality of Arran-Elderslie, Municipality of Kincardine, and the Township of Huron-Kinloss.

These Conditions of Service provide a summary of EPCOR's standards and practices governing the relationship between EPCOR and its Customers. This document does not supersede any terms and conditions set out in EPCOR's Rate Schedules approved by the Ontario Energy Board ("OEB"). EPCOR reserves the right to modify these Conditions of Service at any time.

Capitalized terms are defined in Appendix A.

## **2 GAS DISTRIBUTION SERVICES**

Gas distribution services will be made available to new residential, commercial and industrial Customers within EPCOR's franchise areas if EPCOR, at its sole discretion, determines that:

- a) sufficient gas supply exists;
- b) sufficient transportation and distribution capacity exists;
- c) installation of the infrastructure required would not pose any safety or other risk; and,
- d) installation of the infrastructure required is determined to be economically feasible.

### **2.1 Gas Distribution and/or Supply Interruptions**

EPCOR may require Customers to curtail or discontinue the use of gas if the supply of gas is jeopardized in the event of:

- a) an actual or threatened shortage of gas due to circumstances beyond EPCOR's control;
- b) a curtailment or restricted gas usage being ordered by a governmental authority or agency having jurisdiction; or
- c) an event of Force Majeure.

EPCOR may also be required to interrupt gas service from time to time for repair and/or maintenance of its facilities. Except in the case of an emergency, affected Customers will be given reasonable notice of such interruption. EPCOR shall not be liable for any loss of production, nor for any loss or damages whatsoever associated with curtailment, discontinuance, interruption or any other failure of supply.

### **2.2 Delivery Point**

The point of delivery of all gas (or redelivery in the case of gas directly purchased by a Customer) shall be at the outlet of EPCOR's Meter. At the point of delivery, all gas delivered becomes property of the Customer. All gas passing through the Meter, whether it is used or lost through leakage downstream of the Meter, is the Customer's responsibility and the Customer shall pay for that gas.

### 3 RATE SCHEDULES

The rates EPCOR charges for its various gas distribution and supply services are set out in EPCOR's Rate Schedules, which are approved by the OEB from time to time. When EPCOR's Rate Schedules are amended by the OEB, the amended rate(s) and/or term(s) will apply to Customers on the effective date established by the OEB.

### 4 INITIATION OF SERVICE

#### 4.1 Application for Service

A potential Customer requesting natural gas service must complete EPCOR's "Application for Natural Gas Service" form ("Application") attached at Schedule 2 to these Conditions of Service. Contract Rate Customers are required to execute a contract for a specified term of not less than one (1) year.

EPCOR may approve an Application, taking into account the criteria set out in Section 2, and the conditions set out in Sections 4.2 and 4.3. If serving the potential Customer would require EPCOR to construct a new Service Lateral, the Customer must also complete EPCOR's "Meter Size and Location Request" form.

A transfer/connection fee, plus applicable taxes will be charged for an approved Application, which will be applied to the Customer's first natural gas bill. In addition, a new Customer may be required to provide a security deposit in accordance with EPCOR's security deposit policy set out in Section 6.3.

The Application for Natural Gas Service form is attached to these Conditions of Service in Schedule 2. This form is also available on EPCOR's website at [www.epcor.com](http://www.epcor.com) under "Sign up details", in person at EPCOR's office or by contacting an EPCOR customer service representative at 1-519-773-5321.

#### 4.2 Main Extensions

EPCOR will make extensions of its natural gas Mains within its franchise area to serve new Customers when EPCOR, at its sole discretion, determines that: (a) the criteria outlined in Section 2 have been met; and (b) the Main Extension will not disturb or impair the service to other Customers. The following criteria will be used by EPCOR to review the economic feasibility of a Main Extension:

- a) the full cost of extending the gas Main;
- b) the number of potential new Customers that will be served off the Main Extension within the next five (5) years; and
- c) the amount of natural gas expected to be used by those Customers.

If the Main Extension is not economically feasible, the potential new Customer(s) will be required to pay a Contribution-in-Aid-of-Construction ("CIAC") in an amount to be determined by EPCOR, consistent with OEB guidelines, to make the Main Extension project economically feasible. If a CIAC is required, EPCOR will notify the potential new Customer(s) of the amount of the CIAC. In addition, the potential

new Customer(s) may be required to sign a CIAC agreement. EPCOR will begin planning the installation once the CIAC has been paid in full.

Many factors affect the installation of Main Extensions. As a result, EPCOR cannot guarantee the time required to complete a Main Extension.

### **4.3 Service Lateral Installations**

In addition to the criteria in Section 2 above, the following conditions must be met prior to the installation of Service Laterals within EPCOR's franchise area:

- a) an Application and/or contract as outlined in Section 4.1 above have been properly completed and approved/executed;
- b) any applicable security deposit has been provided;
- c) any associated Main Extensions have been determined to be economically feasible, or the required CIAC has been paid as outlined in Section 4.2; and,
- d) all fees for the Service Lateral installation (as described below) have been paid.

For each Service Lateral request, EPCOR shall complete a construction estimate for the Service Lateral extending from the Customer's property line to the Meter location selected by EPCOR as set out in Section 4.4. The cost of installing the first 30 meters of a natural gas Service Lateral will be borne by EPCOR. If the length of pipe required to bring the Service Lateral to the Meter location exceeds this length, the Customer will be charged for the installation of pipe in excess of 30 meters.

EPCOR may, at its sole discretion, accommodate requests made by the Customer regarding the location of the service or other specific requirements and in such cases, the Customer will be responsible for any additional costs associated with the request.

EPCOR will try to restore Customers' property to the approximate condition in which it was found prior to EPCOR's work. This includes property that is excavated or disrupted during laying, constructing, repairing or removing EPCOR's facilities. Such restoration costs are included in the installation fees charged to the Customer.

Many factors affect the installation of services. As a result, EPCOR cannot guarantee the time required to install a new service.

A Meter connection shall be established as soon as practical after the installation of the service line at the Customer's premises and will be subject to EPCOR's monthly fixed charge from that date. If a Customer does not have any natural gas consumption within 12 months of installation of a new gas service, they will be required to reimburse EPCOR for any service line installation costs not covered by any Service Lateral installation fee charged at the time of installation.

#### 4.4 Meter Locations

EPCOR will determine the location of any Customer Meter. EPCOR will make every effort to install Meters to be accessible for inspection, reading, testing, maintenance and exchange. All Meter locations must comply with all applicable legal requirements, including the *Technical Standards and Safety Act* and its associated regulations.

For Residential Customers, Meters may be located on the front or on either side of the dwelling receiving gas service. A Meter located on the side of a dwelling cannot be greater than ten feet from the front corner of the dwelling. When the distance from the property line to a dwelling or building requiring the natural gas service exceeds 100 meters, the Meter may be required to be located near the property line and the Customer will be responsible for the installation of the piping from the outlet of the Meter as per Section 4.6.

Where outside Meters are installed in locations that do not afford reasonable protection from damage, a physical barrier will be provided as part of the installation. Customers are subsequently responsible for the protection of all metering equipment necessary for the supply of gas, and for keeping it accessible at all times. If at the time of installation, a Meter is adequately protected, and the protection is subsequently compromised by alterations to the property, the Customer will be responsible for EPCOR's cost to install meter protection. Customers will be held liable for any or damage to EPCOR's metering or regulating equipment on their premises that is determined, in EPCOR's judgment, to be beyond ordinary wear and tear, and shall pay EPCOR the cost of any necessary repairs or replacements.

#### 4.5 Alterations or Service Relocations

The cost of work done to alter or relocate existing services and equipment solely for the convenience of the Customer, or to accommodate a Customer's modified requirements, will be charged to the Customer.

#### 4.6 Customer Piping, Appliances and Equipment

Customers shall, at their own expense, equip their premises with all piping, controls, safety devices and other attachments from the outlet of the Meter to the appliances or equipment served. Customers are responsible for maintaining the piping and equipment beyond the outlet (customer) side of the Meter, at their own expense. Customers shall ensure that all such piping and attachments are installed and maintained in accordance with EPCOR's requirements contained herein, the *Technical Standards and Safety Act* (and associated regulations), and any other applicable laws, regulations, rules, codes or standards.

Meters will not be connected to a Customer's piping when that piping, and/or appliances or equipment attached thereto, is known by EPCOR to be defective or not in accordance with applicable laws, regulations, rules, standards or codes. EPCOR reserves the right to discontinue service at any time should it find the piping, venting, appliances or other gas equipment on the Customer's premises to be defective, in an unsafe condition or not in compliance with laws, regulations, rules, standards or codes.

The Customer is required to immediately notify EPCOR of any leakage or escape of natural gas on the customer's premises by calling the 24-hour emergency number at 1-519-773-5321.

EPCOR shall not be liable to the Customer for any damages, and the Customer shall indemnify EPCOR from and against all loss, cost, 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 piping, controls, appliances or appliances that are on the outlet side of the Meter.

#### **4.7 Inspections of Installations**

All new installations of supply piping, gas appliances and installations on premises served with natural gas for the first time, are required to be inspected prior to gas being introduced to the premises. In addition to inspections in the instance of a new installation, additional inspections may be performed from time-to-time, including when Meters are changed or physically reset and when gas supply is restored to a premises for any reason. Inspections are governed by the *Technical Standards and Safety Act* and associated regulations

If an inspection reveals that repairs or adjustments are required to the Customer's equipment, the Customer will be advised and the required repairs or adjustments must be completed by the Customer prior to the gas being turned on.

## **5 MAINTENANCE OF SERVICE**

### **5.1 Customer Service**

Only EPCOR or its authorized representatives shall be permitted to perform work on EPCOR's Meters, regulators, piping, and equipment. All connections and disconnections of Meters and regulators, and piping connections to, or disconnections from, EPCOR's facilities must be completed by an authorized EPCOR representative.

EPCOR provides regular service during the normal working hours, and emergency service 24 hours a day. EPCOR does not charge for the response and investigation of natural gas leaks, insufficient natural gas supply complaints, and any required inspections. Repairs required to remedy natural gas leaks and insufficient supply of natural gas from causes on the outlet side of the Meter will be charged to the Customer on a time and material basis.

EPCOR will provide regular maintenance required for the proper use of any EPCOR-owned equipment at no charge to the Customer. Customers will also not be charged for service required due to the failure of EPCOR equipment.

## 5.2 Access to Customer Premises

The Customer shall ensure that EPCOR has access to the Customer's premises at all reasonable times and upon reasonable notice (unless in case of an emergency, as determined by EPCOR in its sole discretion, EPCOR is unable to provide reasonable notice) for the purposes of inspecting, repairing, testing, replacing, altering or disconnecting any Meter, Service Lateral, appliance or equipment used in connection with gas service within or outside the premises.

## 5.3 Meter Testing

Meters will be tested: (a) at EPCOR's option; (b) at the request of the Customer; or (c) as required by law. Customers disputing the accuracy of their Meter can initiate the test process by filing a complaint with Measurement Canada and requesting a Meter inspection. The Customer contacting Measurement Canada directly maintains the independence of the dispute process.

EPCOR is required to periodically remove and submit Meters for government inspection in accordance with the *Electricity and Gas Inspection Act*. As a result, EPCOR may arrange an appointment to remove the existing Meter and replace it with a new one. To complete this work, the gas supply to the Customer Meter will be shut off temporarily. After the new Meter has been installed and gas supply is reinstated, the Customer's gas appliances will be relit and inspected.

Note that if EPCOR does not receive a response after two or more attempts to contact a Customer regarding the removal of a Meter for inspection, the Customer's Meter will be removed and replaced with a new one and the gas supply left turned off. The Customer will then be required to call EPCOR to arrange an appointment to have the Meter turned on, gas supply restored to the premises and the natural gas appliances relit and inspected.

In the event a Meter is found to register with an error outside of the regulated thresholds, the provisions of the *Electricity and Gas Inspection Act* will be applied to determine the error duration for the purposes of retroactive bill corrections.

There is no charge for this service unless the Meter is tested at the Customer's request and it is determined that the Meter meets regulated accuracy requirements. In such case, EPCOR will charge the Customer all costs associated with the Meter removal/replacement and testing, and any applicable inspection fees.

## 5.4 Resale Prohibited

Gas taken by the Customer through the Meter shall not be resold or redistributed other than in accordance with all applicable laws and regulations and orders of the OEB or any governmental authority having jurisdiction.



## 6 CUSTOMER CARE

This Section 6, unless specifically stated otherwise, applies to all Customers, with the exception of Contract Rate Customers. For those customers who have entered into specific contracts with EPCOR, the terms and conditions set out in that contract will supersede the information contained in this section. In this section, the Customer may also be referred to as "you".

All Customers must comply with these Conditions of Service and will be obliged to pay for all gas supplied and/or delivered to the Customer's premises and all items billed to the Customer by EPCOR.

### 6.1 Setting up an Account

Potential new Customers of EPCOR, and existing Customers moving premises, must notify EPCOR and complete an "Application for Natural Gas Service" form at least three business days prior to their planned move. If advance notice is not given, accounts may be retroactively adjusted up to a maximum of 30 days from the date on which notification of the move was provided to EPCOR.

### 6.2 Meter Reads

EPCOR reads its Customer Meters every month. You must provide EPCOR or its representative access to your premises and Meter, for Meter reading purposes, during normal working hours. Customers are responsible for the protection of all metering equipment necessary for the supply of gas and for keeping it accessible at all times. This includes refraining from placing vegetation, structures of any kind, whether permanent or temporary, and other objects within 60 centimeters (24 inches) around the Meter.

If EPCOR has been unable to read your Meter during normal working hours, arrangements can be made to obtain a reading at your convenience. You can also submit your own Meter reading by calling an EPCOR customer service representative at 1-519-773-5321. If EPCOR is not able to read the Meter and you do not submit a reading, your bill will be issued based on an estimated reading. Any necessary adjustments due to estimated bills will be made on the next regular billing after EPCOR has obtained a reading.

### 6.3 Security Deposits

#### 6.3.1 Security Deposit Requirements

EPCOR reserves the right to request a security deposit from its Customers as a condition of supplying gas service. Security deposits are used to secure payment for future charges in the event that a Customer does not pay their bill and are necessary to protect both EPCOR and its Customers from increased rates resulting from non-paying Customers. Security deposits are not to be considered as prepayment for future charges.

All Customers will be required to provide a security deposit unless the requirement is waived by EPCOR. EPCOR will waive the security deposit if you:

- a) are a General Service Customer and meet EPCOR's credit requirements;

- b) can provide a letter of reference from any natural gas or electricity utility in Canada confirming good payment history;
- c) have moved, and your previous EPCOR account has a good payment history; or
- d) have requested the security deposit requirement be waived and are an eligible low-income customer as set out in Section 6.11.

Good payment history must be demonstrated for a time period of at least one (1) year for Residential Customers, five (5) years for General Service Customers and seven (7) years for all other Customers. Good payment history must be demonstrated for the most recent period of time on record for the Customer, some of which must have occurred within the past 24 months.

Good payment history is maintained unless the Customer has experienced any of the following in the above indicated time frame:

- a) received a disconnection notice from EPCOR, or another natural gas vendor or electricity distributor;
- b) had a payment to EPCOR returned for insufficient funds; or,
- c) had at least one visit from EPCOR personnel to their premises for purpose of payment of an account in arrears, to shut off or limit the natural gas supply to the Customer's premises for reasons of non-payment.

The security deposit amount is determined based on the average monthly natural gas consumption over the last 12 consecutive months, within the past two (2) years, at the specific address in which the natural gas service is or will be installed. The maximum amount of the security deposit EPCOR may require from a Customer shall be 2.5 times the average actual monthly consumption over the past 12 consecutive months. Should the Customer have no historical consumption on record, an estimate of consumption will be used.

If you are required to provide a security deposit it will be charged on your next EPCOR bill. Late payment fees will not be applied to the balance owing on your security deposit for a period of up to six (6) months, provided you are making regular monthly installments of at least 1/6<sup>th</sup> of the balance owing on your security deposit.

When a Customer has been disconnected for non-payment, the security deposit amount will be determined at 2.5 times the Customer's highest actual or estimated monthly consumption, within the most recent 12 consecutive months in the past two (2) years.

If a Customer moves to another location where natural gas service is provided by EPCOR, the security deposit requirements for the Customer shall be reviewed. Depending on the consumption at the new location and the recent payment history of the Customer, the amount of the security deposit required for the account may change or a security deposit may be required where one was not required previously.

EPCOR may, from time to time, review your credit record or conduct a credit check (including obtaining a credit report) when reviewing a request for new or modified service, determining whether a security deposit is required, or performing collection actions. EPCOR may also report information (such as late payments, missed payments or other defaults) about your account to credit reporting agencies.

EPCOR, at its sole discretion, may accept automatically renewing, irrevocable, unconditional letters of credit from a Customer's bank or a third party guarantee in lieu of cash security, for Commercial Customers or Industrial Customers.

### **6.3.2 Security Deposit Refunds**

Security deposits on all accounts are reviewed annually to determine if the Customer is entitled to a refund or an adjustment as required.

Requests for refund of a security deposit can be made after one (1) year of service for Residential Customers, five (5) years for General Service Customers, and seven (7) years for all other Customers. Refund requests must be made in writing to EPCOR at 39 Beech Street East, Aylmer, Ontario, N5H 3J6, and must include the Customer's address, account number and a statement to the effect that they are applying to have their security deposit refunded or adjusted. EPCOR will refund security deposits by crediting the Customer's account on their next EPCOR bill. At the Customer's request, EPCOR may refund a security deposit through the issuance of a cheque payable to the Customer.

When a Customer discontinues natural gas service with EPCOR, the final billing period must be processed and the account settled in full before the security deposit will be refunded to the Customer.

### **6.3.3 Interest on Security Deposits**

Simple interest will be earned on security deposits held by EPCOR at the Bank of Canada's prime business rate, less 2% or the interest rate prescribed by the OEB. The interest rate will be established quarterly and if the prime business rate is 2% or less at the time of update, the interest rate for the quarter will be 0%.

Interest on security deposits will be calculated and paid out monthly and upon return of the security deposit to the Customer. Interest payments will appear as a credit on the Customer's next bill.

### **6.3.4 Third Party Security Deposits**

Where all or part of a security deposit has been paid by a third party on behalf of a Customer, EPCOR shall return the amount of the security deposit paid by the third party to that third party. This shall apply where and to the extent that:

- a) the third party paid all or part (as applicable) of the security deposit directly to EPCOR;
- b) the third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that EPCOR return all or part (as applicable) of the security deposit to them rather than to the Customer; and,

- c) there is not an amount overdue for payment by the Customer, as EPCOR is permitted to offset amounts overdue using the security deposit.

## 6.4 Bill Issuance and Payment

### 6.4.1 Monthly Bills

Bills are issued to Customers every month. Bills will be mailed to the Customer at the last known address as shown on EPCOR's records. Customers wishing to forward their bills to another address must submit a request to EPCOR in writing. One bill is generated for each service/Meter. EPCOR does not accommodate joint or split billing of accounts for rented properties or third party services. In special situations, EPCOR, at its sole discretion, may combine readings from several Meters into one group bill.

Customers will have the option of using EPCOR's paperless billing option to receive their bills electronically. This environmentally friendly option is secure and convenient. You can sign up to receive paperless billing by calling an EPCOR customer service representative at 1-519-773-5321 or on EPCOR's website at [www.epcor.com](http://www.epcor.com). New gas Customers will be automatically enrolled in paperless billing unless they request otherwise.

The following items make up your EPCOR natural gas bill:

#### *Natural gas commodity*

The gas commodity charge is calculated using the actual cost of gas for the gas you use during the period of time between meter readings (or based on an estimate of the gas used as described in Section 6.2). The commodity rate you are billed at on your EPCOR bill depends upon the commodity purchase choice you have made. If you have not signed a contract with an energy retailer then you are automatically billed at EPCOR's system gas commodity rate for the natural gas commodity portion of your bill. This system gas commodity rate is approved by the OEB. If you have signed a contract with an energy retailer then you are billed at your contracted energy retailer rate for the natural gas commodity portion of your bill.

#### *Delivery to you*

These costs are associated with the distribution and transportation of gas from the source to you, including any upstream costs such as upstream recovery, storage and load balancing charges. This includes any carbon tax or similar abatement program, clean fuel, green, or other related charges as applicable to comply with such legislated programs.

#### *Monthly charge*

This is an administration charge covering the cost of maintaining gas services and providing billing and customer service.

In addition to the above charges other miscellaneous charges may appear on your bill periodically including transfer/connection fees, late payment charges, and adjustments.

## **6.4.2 Payment Options**

Customers must pay their EPCOR bills, using one of the following options.

### **6.4.2.1 Automatic Withdrawal Plan**

Paying your bill by automatic withdrawal is easy and convenient as your amount due is automatically withdrawn from your bank account on the due date shown on your bill. You can sign up for EPCOR's automatic withdrawal plan by completing an "Automatic Withdrawal Plan Authorization Form" attached at Schedule 2 of these Conditions of Service. This form is also available on EPCOR's website [www.epcor.com](http://www.epcor.com) under "How to Pay Your Bill", in person at EPCOR's office or you can contact an EPCOR customer service representative at 1-519-773-5321 to request a form.

Sufficient funds or bank approved overdraft protection must be available when payment is due to avoid not sufficient funds and/or late payment charges. Dishonored payment withdrawals may result in termination of this payment option. If your banking information changes, new banking information must be provided to EPCOR in writing at least five (5) days prior to your next payment withdrawal date.

A voided personalized cheque or a form certified by your bank displaying your account numbers and the name of your account must be included with all Automatic Withdrawal Plan Authorization Forms and banking information change requests.

### **6.4.2.2 Online with EPCOR**

You may pay your bill online with EPCOR using your debit card or valid credit card (that is accepted by the credit card service provider). Please see EPCOR's website at [www.epcor.com](http://www.epcor.com) for details on how to pay your account online with EPCOR. Payments made by credit card are subject to any convenience or other fees payable to the third party credit card service provider.

### **6.4.2.3 Through Your Bank**

Payments can be made through most banks online, by telephone service or in person through the teller or bank machine. When payments are made through your bank, bills are considered to have been paid on the date the payment is processed by the bank.

### **6.4.2.4 By mail**

Payments by cheque or money order can be mailed to EPCOR's office. Please make your cheque or money order payable to "EPCOR Natural Gas L.P.". Your payment, along with the remittance portion at the top of your bill, can be mailed to EPCOR using the pre-addressed envelope included with your bill statement or by addressing to:

EPCOR  
39 Beech Street East  
Aylmer, Ontario N5H 3J6

When payments are made by mail, bills are considered to have been paid the day prior to the postmark date.

#### **6.4.2.5 At the EPCOR Office**

Payments may be made in person Monday through Friday during the business hours of 8:00 a.m. and 4:00 p.m. EST or after hours through the quick drop payment slot at the EPCOR office located at 39 Beech Street East, Aylmer, Ontario.

#### **6.4.3 Late Payment**

Bills are due when rendered. To avoid late payment charges, your payment must be received by EPCOR by the due date (which is 20 days after the billing date) as shown on your bill. Both the billing date and the due date are displayed on your bill. Payments made after the due date are considered late, and the OEB-approved late payment charge of 1.5% per month or 19.56% per year (effective rate of 0.04896% compounded daily) will be levied. Late payment charges will continue to accrue until the outstanding balance (including any late payment charges) has been paid.

In addition to late payment charges being applied to the outstanding balance, overdue accounts may be subject to disconnection in accordance with EPCOR's process for discontinuance of service for non-payment as outlined in Section 6.8.

EPCOR makes every effort to contact Customers for payment of outstanding amounts. If the account balance remains unpaid despite these efforts, further collection action will be initiated. Customers will be responsible for any additional collection costs incurred by EPCOR or its agent.

#### **6.4.4 Budget Billing Plan**

EPCOR offers a budget billing plan designed to equalize the monthly payments for natural gas service throughout the year, thereby avoiding high bills in the winter months. The budget billing plan is available to all Residential Customers and General Service Customers who have established satisfactory credit with EPCOR.

If you are on the budget billing plan, EPCOR will estimate the amount of your bill for natural gas service from May to April based on your historical usage (if available). The estimated total amount for that time period is divided into 12 equal budget billing plan installments. You will then be billed that calculated monthly installment each month from May to the following April. In May of each year:

- your account will be reconciled for the previous 12-month budget billing period; and
- your budget billing plan monthly installment will be recalculated and adjusted based on your most recent 12 months' historical usage.

EPCOR's reconciliation will result in an adjustment being made for the difference between: (a) the monthly budget billing installment payments made by you in the 12-month budget billing period; and (b) the charges for natural gas that would have been incurred based on your actual usage. The adjustment

amounts will be reflected on your bill issued for the month of May. Your adjustment will be either a credit, if the total budget billing plan installments you paid were in excess of the actual total natural gas charges incurred, or an amount owing to EPCOR if the actual charges incurred are greater than the sum of budget billing plan installments made.

The estimate completed by EPCOR for the purposes of budget billing plan is not in any way a guarantee or assurance of your total actual natural gas charges. A number of factors can impact your usage and create a variance from the estimate. Significant changes in weather, gas prices, change in gas marketers, or gas use in the home such as additional natural gas appliances, can create a difference between actual gas costs and the installment amounts. EPCOR may at any time submit a revised estimate to you and require your monthly budget billing plan installment be adjusted in order for you to continue on the budget billing plan. You are also encouraged to monitor your actual gas charges compared to your budget billing installments and may request a review of the payments at any time.

Your current budget billing plan applies only to you and your current premises. If you move, the budget billing plan will be terminated and your account reconciled. Adjustments to your account for differences between the actual amount of natural gas used and the budget billing plan installments will be made in the next billing cycle. Should you wish to remain on a budget billing plan, you can request to be set up with one for your new premises.

Customers can inquire about enrolling in the budget billing plan by calling an EPCOR customer service representative at 1-519-773-5321. You are not required to pay through the automatic pre-authorized payment option to enroll in the budget billing plan. You can withdraw from the budget billing plan at any time upon notification to EPCOR. If you withdraw from the budget billing plan before the annual review and reconciliation, the plan will be reviewed and reconciled at that point and your account will be billed or credited for the difference between the budget billing plan instalments paid and the actual total natural gas charges incurred.

## **6.5 Billing Errors**

A retroactive billing adjustment is required to correct the error when a Customer has been billed incorrectly. Billing errors may arise due to a Customer's error or EPCOR's error. Regardless of whether the Customer or EPCOR is responsible for the error, or whether the error results in an over or under-billing, errors will be corrected retroactively for a period of up to two (2) years for Residential Customers. For all other Customers, the error will be corrected retroactively for a period of up to six (6) years.

If you discover an error, please contact an EPCOR customer service representative at 1-519-773-5321. EPCOR will review your account and correct for any validated errors. Adjustments correcting the error retroactively will appear on your next regular bill. In the case of a correction of over-billing, you may request a refund or opt to leave the credit amount on your account to apply to future bills. When the

error has resulted in under-billing, EPCOR will work with you to develop an appropriate payment arrangement for the adjustment.

## **6.6 Allocation of Payments between Gas and Non-Gas Charges**

Payments are applied to the charges on your EPCOR bill so that the oldest billed amounts are paid first. In the event that payment is insufficient to cover all charges invoiced in a month, payments will be allocated to natural gas commodity charges first. Late payment charges as outlined in Section 6.4.3 will be calculated on any balance that remains outstanding past the bill due date.

## **6.7 Discontinuance of Gas Delivery - Customer Initiated**

### **6.7.1 Temporary Discontinuance of Service**

Customers may request a temporary disconnection of their gas service. Customers must continue to pay the monthly fixed charge during the period service is temporarily disconnected, as well as the reconnection fee as described in Schedule 1.

### **6.7.2 Discontinuance of Service**

Customers are bound by these Conditions of Service and are obligated to pay for all charges on their EPCOR bill, including late payment charges, until EPCOR has processed and accepted the Customer's request for discontinuance of service and the supply of gas has been terminated by EPCOR. Customers shall provide EPCOR with 15 days' notice for any requested discontinuance.

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

Bills are due when rendered and if any charges remain unpaid after the due date shown on the bill, EPCOR has the right to discontinue delivery of gas service. Customers who are not able to make full payment by the due date shown on their bill should contact EPCOR to make alternative payment arrangements. If a Customer does not contact EPCOR and establish alternative payment arrangements or fails to make a payment required by their negotiated payment arrangement, EPCOR has the right to discontinue service upon providing two (2) days' notice in writing to the Customer.

While the amount of time prior to the discontinuance of service that notice is given may vary depending on the circumstances, a disconnection notice is typically mailed out 14 days in advance of the disconnection. An EPCOR representative will attempt to contact the Customer two (2) days before disconnection, and a hand-delivered notice is provided to the Customer at the time of disconnection.

Customers can avoid discontinuance of service by providing EPCOR with verification that the balance due on their account has been paid in full prior to service disconnection.

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



Prior to reconnection of service, Customers disconnected for non-payment will be charged the reconnection fee as described in Schedule 1. Once payment in full is received by EPCOR, including any reconnection charges, security deposits and arrears amounts, EPCOR will arrange a suitable time within 48 hours for EPCOR to visit the home or business to reconnect the gas service and relight and inspect all gas appliances.

An increase in the security deposit amount may also be required for Customers who have been disconnected for non-payment.

## **6.9 Discontinuance of Service for Causes Other than Non-payment**

In addition to service interruptions for maintenance and other reasons outlined in Section 2.1, EPCOR may discontinue natural gas service to a Customer at any time for emergency or safety reasons including:

- a) the presence of a gas leak or potential safety issue;
- b) when there is evidence of fraudulent use of gas;
- c) where EPCOR has reason to believe a hazardous condition exists on the premises or may develop;
- d) for use of gas for any purpose other than that described in the service application, contract, Rate Schedule or these Conditions of Service;
- e) when a gas installation contravenes the provisions of the *Technical Standards and Safety Act*, its associated regulations or any other applicable legislation;
- f) where EPCOR is refused lawful access to the premises; and,
- g) when a Customer has tampered with, damaged or destroyed EPCOR's property.

Except for discontinuance for the presence of a gas leak or a potential safety issue, a reconnection fee will be charged to the Customer(s) upon reconnection of gas service for the above reasons in this Section 6.9.

## **6.10 Arrears Management Programs**

EPCOR will work with Customers who are unable to pay their entire bill to find mutually agreeable payment arrangements, taking into consideration the Customer's specific circumstances. Customers requesting payment assistance can call an EPCOR customer service representative at 1-519-773-5321 to discuss options.

EPCOR will contact Customers when a payment required by their negotiated payment arrangements has been missed and EPCOR has not received prior notification. If a Customer fails to make an agreed upon payment, their negotiated payment arrangement may be cancelled.

Additional financial assistance is also available to eligible low-income Customers who are having difficulty paying their bill or meeting their negotiated payment arrangement in place with EPCOR.

Section 6.11 below provides information on additional support available for EPCOR's eligible low-income Customers.

### **6.11 Customer Service for Eligible Low-Income Customers**

The Low-Income Energy Assistance Program ("LEAP") developed by the OEB provides assistance for payment of natural gas bills by eligible low-income Customers. The program includes emergency financial assistance and the application of special customer service practices and standards. To qualify for LEAP, Customers must meet the income eligibility criteria as defined by the OEB. LEAP emergency financial assistance is administered through a social service agency, and EPCOR has partnered with Ontario Works in Bruce County for this service. More information on the LEAP program is available on the OEB's website at [www.oeb.ca](http://www.oeb.ca).

The following customer service practices and standards are available to Customers who are eligible low-income Customers as determined by Ontario Works in Bruce County:

- a) The security deposit requirement will be waived, provided the Customer:
  - i. is enrolled in the budget billing plan; and,
  - ii. has not had gas service disconnected due to non-payment within the past two (2) years.
- b) If a Customer is actively working with the social service agency to secure emergency financial assistance, EPCOR will suspend collection action for non-payment of account, including discontinuance of service, for 21 days before additional collection action will be taken for non-payment.
- c) If a Customer requires a negotiated payment arrangement to manage payment of their account balance, EPCOR will waive their late payment charges on the payment arrangement balance for the duration of the arrangement, provided that the terms of the arrangement are kept. If the Customer fails to make an agreed upon payment under the negotiated payment arrangement, the Customer may not be entitled to have late payment charges waived on any future arrears payment arrangements.

For the purposes of the customer service practices and standards for eligible low-income Customers, a Customer's eligible low-income Customer status will remain on their account for two (2) years from the date EPCOR was notified that the Customer qualified.

To determine if you qualify for LEAP, please contact:

Ontario Works – Bruce County at 519-881-0431 or 1-800-265-3005

### **6.12 Management of Customer Accounts**

Conducting business with a high degree of integrity and in an ethical manner is important to EPCOR. These values are applied to EPCOR's interactions with its Customers and to the standards of protection of their personal information. EPCOR is committed to respecting your privacy and complying with applicable legislation. EPCOR treats all Customer information as strictly confidential. EPCOR will not

disclose, sell, lease or trade your information unless you authorize us to do so, or it is required or permitted by law.

Your account with EPCOR contains private information about you including your address, phone number, current balance and payment details. Prior to discussing any account specific information, EPCOR will verify the identity of a Customer and to do so, Customers will be required to correctly answer confirmatory questions. In accordance with applicable privacy laws, any personal information related to the account will only be shared with the Customer(s) named on the account, unless written consent has been provided by the Customer named as the primary on the account. To provide consent allowing another person or a third party to discuss your account details with EPCOR, a completed EPCOR Customer Information Consent form must be provided to EPCOR. The EPCOR Customer Information Consent form is attached at Schedule 2 of these Conditions of Service or on the EPCOR website [www.epcor.com](http://www.epcor.com) under "Privacy Policy", in person at EPCOR's office or by contacting an EPCOR customer service representative at 1-519-773-5321 to request a form.

EPCOR may provide the Landlord of a rented property with notice of a pending disconnection if the service to the premises is to be discontinued for any reason.

More information on EPCOR's Privacy Policy is available on the EPCOR website [www.epcor.com](http://www.epcor.com) under "Privacy Policy".

### **6.13 Management of Landlord/Tenant Accounts**

EPCOR records directions received from Landlords on how to manage accounts at rented properties in between tenants. In the absence of any specific direction, EPCOR will continue to supply gas to the premises and will send the bills to the service address in a generic name. In the event of non-payment, regular non-payment, collection and discontinuance of supply processes will be followed.

If you are a Landlord, please contact an EPCOR customer service representative at 1-519-773-5321 to provide EPCOR with direction on how to manage the accounts for your rental properties. The following two options are available:

#### **Option 1: Continued Service**

The Landlord authorizes EPCOR to bill the service to the Landlord in between tenants. This means the Landlord pays for continued service until a new tenant assumes responsibility for the natural gas account.

#### **Option 2: No Service**

The Landlord authorizes EPCOR to disconnect the gas service when there is no active account holder. With this option, the Landlord is responsible for any reconnection fees and assumes all responsibility and liability for any damages which may occur as a result of the service being disconnected.

If the Landlord for the premises changes, the incoming Landlord is responsible for notifying EPCOR of the change and updating the direction on how to manage the account. If EPCOR is not contacted by the new Landlord, the direction received from the previous Landlord will continue to remain in force.

## **6.14 Customer Service**

### **6.14.1 Customer Service Process**

#### ***Step 1: Contact EPCOR***

Call EPCOR's office at 1-519-773-5321 Monday through Friday between 8:00 a.m. and 4:00 p.m. EST and speak with a customer service representative. A trained EPCOR customer service representative will be available to help answer your questions.

You may also send your question or concern by email to [gas@epcor.com](mailto:gas@epcor.com).

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

If you feel that your questions are not being fully addressed or you have a problem or concern that has not been satisfactorily resolved by EPCOR's customer service representative, please ask to speak with a supervisor. You may be required to leave your name and a phone number where you can be contacted in order for someone to return your call. An EPCOR representative will get back to you within two (2) business days.

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

Unless otherwise agreed to by the customer, EPCOR will respond to all written customer complaints in writing within ten (10) business days of receipt. Written complaints can be mailed to:

EPCOR  
39 Beech Street East  
Aylmer, Ontario N5H 3J6

### **6.14.2 Social Media and Media Questions**

EPCOR is committed to respecting your privacy while complying with applicable legislation and treats all Customer information as strictly confidential. Without a signed privacy waiver, EPCOR cannot publicly provide your account information to media (or anyone else) regardless of the issue or media attention.

If you post a question or comment about your EPCOR account on social media, EPCOR cannot publicly provide information about your situation unless you have provided a signed waiver allowing EPCOR to do so. In this situation, EPCOR may not publicly respond to your social media post, but may instead attempt to contact you via other means.

## Appendix A - Definition of Terms

The following meanings for the specified terms shall apply in this document regardless of whether the term is capitalized in the document:

**Contract Rate Customer** – A Customer that has entered into a specific contract with EPCOR for the provision of their natural gas distribution services.

**Commercial Customer** – A Customer who is 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).

**Customer** – An individual, group of individuals, corporation responsible for the receipt and payment of goods and/or services provided by EPCOR.

**EPCOR Rate Schedules** – Are the OEB-approved schedules in effect at any given time, that specify the eligibility criteria for each class of Customer, the rates charged for gas supplied to EPCOR's various Customer classes, and the terms under which gas service is provided.

**Force Majeure** – means any event that wholly or partly prevents or delays performance or affects any obligations under these Conditions of Service to the extent such event is beyond the reasonable control of EPCOR, including but not limited to the following:

- a) acts of God such as fires, explosions, floods, tornadoes, lightning and storms or wind of sufficient intensity to prevent safe performance;
- b) severe weather;
- c) strikes and other labour disputes (including collective bargaining disputes and lockouts);
- d) war (declared or undeclared), terrorism or other armed conflict;
- e) sabotage or vandalism;
- f) changes in applicable law;
- g) actions of any relevant federal, provincial, regional, municipal government or other regulatory authority;
- h) damage, breakdown, accident, breakage or loss of any kind to the pipeline, equipment or property;
- i) the necessity for maintaining, making repairs to or alterations of the pipeline or equipment;
- j) interruption and/or curtailment by an upstream gas transporter;
- k) riot or similar civil disturbance or commotion;
- l) depletion or shortage of gas supply; and,
- m) order of any legislative body or duly constituted authority.

**Gas Appliance** - A device that consumes or is intended to consume gas and is certified or approved as acceptable for use by the applicable governmental authority.

**General Service Customer** – A Commercial Customer or Industrial Customer who is not a Contract Rate Customer and whose gas distribution service is not seasonal.

**Industrial Customer** – A Customer who is 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 material into a finished form.

**Landlord** – The owner, landlord or property management company of a rented property.

**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.

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

**Month or Monthly** – For the purposes of calculating Customers' accounts, is a period of approximately 30 days.

**Residential Customer** – A Customer who is 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. Included in this customer class are multi-residential services which supply buildings used for residential purposes that supply two or more families served as a single Customer under one account.

**Service Lateral** – Piping and associated fittings that convey gas from a Main to the Meter. Where gas pressure regulation is necessary, the service regulator shall form part of the service.

## Schedule 1 – Service Charges and Miscellaneous Charges

EPCOR's fees and rates related to Service and Miscellaneous charges are subject to amendment from time to time as approved by the OEB. These fees and rate can be found in the Schedule of Miscellaneous and Service Charges included in EPCOR's current Rate Schedules. All rates, fees, and service charges are subject to HST or other sales tax as applicable. To find the most recent Rate Schedule, please visit [www.oeb.com](http://www.oeb.com), call our customer service representative at 519- 519-773-5321 or email at [gas@epcor.com](mailto:gas@epcor.com).

### Service Charges

Service work performed by EPCOR will be charged on a time and materials basis. A minimum labour charge will be applied to all service work of up to 60 minutes. Each additional hour (or part thereof) is charged additional fees. The minimum labour charge and hourly rates differ for work performed during EPCOR's normal working and outside of normal working hours.

### Emergency Repairs

In the case of emergency repairs, the Customer or at-fault party will be charged time and materials at the approved service rates described above. In addition, such emergency repairs may also be subject to additional charges for work performed by contractors and other EPCOR staff including management/supervisory staff. Note that if repairs are required as a result of illegal excavation practices by a contractor, the associated service charges will be billed to the Customer for whom the contractor was performing the work.

### Miscellaneous Charges

Charges for the following miscellaneous items are currently in effect:

- Returned Cheque/Payment - each instance that a cheque or pre-authorized payment request is returned as not payable for any reason will attract a returned cheque/payment charge.
- Replies to a request for account information from authorized party
- Bill Reprint/Statement Print Requests
- Consumption Summary Requests
- Customer Transfer/Connection Charge

### Reconnection Charges

Each instance of reconnection of service for the following reasons are subject to a reconnection fee:

- discontinuance of service for non-payment;
- temporary discontinuance of service;
- discontinuance/reconnection for the purpose of Meter testing at the Customer's request where it is determined that the Meter meets regulated accuracy requirements; and,
- any discontinuance listed in Section 6.9 other than if the discontinuance is the result of the presence of a gas leak or potential safety issue in your neighborhood.

### Inactive Account Charge

If a Customer does not have any natural gas consumption within 12 months of installation of a new gas service, they will be required to reimburse EPCOR for any service line installation costs not covered by any Service Lateral installation fee charged at the time of installation. The inactive account charge may

be based on the costs EPCOR actually incurred for the service or on EPCOR's average installation cost for the service type.



## **Schedule 2 – Forms**

Attached to this Schedule are the following forms:

- Application for Natural Gas Service
- Meter Size and Location Request Form
- Automatic Withdrawal Plan Authorization Form
- EPCOR Customer Information Consent