

**PROPOSED**

**GAS DISTRIBUTION ACCESS RULE**

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## **1 GENERAL AND ADMINISTRATIVE PROVISIONS**

### **1.1 Purpose of the Gas Distribution Access Rule**

1.1.1 The purpose of the Gas Distribution Access Rule is to:

- facilitate competition in the sale of gas;
- preclude discriminatory or preferential conduct by gas distributors;
- establish the principles for and standardize the conduct of business between distributors and gas vendors, and, distributors and customers;
- establish performance levels governing the conduct of distributors when providing or facilitating access to distribution services; and
- provide balanced protection to all affected parties.

### **1.2 Definitions**

In this Rule:

“ABC T-Service” or “Agent, Billing and Collection T-Service” means the provision of the following services by a distributor to a gas vendor: gas commodity billing and accounts receivable collections, transportation and delivery of gas purchased outside of Ontario, and requisite storage and load balancing;

“Act” means the *Ontario Energy Board Act, 1998*, S.O. 1998, c.15, Schedule B;

“Board” means the Ontario Energy Board;

“banked gas account” means the account which captures the volumetric variances between deliveries by a gas vendor on behalf of a customer and actual consumption by that customer;

“consumer” means a person who uses gas for that person’s own consumption;

“customer” means a person who purchases distribution services;

“day” means any day that is not a statutory holiday or a weekend;

“distribution services” means services related to the delivery of gas and the services the Board allows distributors to carry out, for which a charge or rate can be approved by the Board or where the distributor is not subject to s.36 of the Act, the relevant rate making authority;

“distribution system” means the system used to deliver gas to a customer or consumer;

“distributor” means a person who delivers gas to a customer or a consumer;

“E.B.O. 188 Report” means the *Report of the Board, January 30, 1998 in the Matter of a Hearing to Inquire into, Hear and Determine Matters Relating to Natural Gas System Expansion for The Consumers’ Gas Company Ltd., Union Gas Limited and Centra Gas Ontario Inc.*;

“embedded distributor” means a distributor that is delivered gas by another distributor;

“emergency” means a sudden and unanticipated situation during which a distributor is unable to maintain firm distribution service to all firm service customers, and which may require that the distributor reduce or eliminate service to some customers;

“emergency gas leak response service” means the expeditious response to a gas leak for the purpose of ensuring immediate safety and does not include diagnosis of the underlying cause of the emergency;

“franchise area” means the area of the province for which a distributor holds a valid Certificate of Public Convenience and Necessity granted by the Board, unless that distributor was supplying gas in the area on April 1, 1933;

“gas vendor” means a person who,

- sells or offers to sell gas to a consumer,
- acts as the agent or broker for a seller of gas to a consumer, or
- acts or offers to act as the agent or broker of a consumer in the purchase of gas;

“in writing” or “written” includes facsimile, electronic transmission or any other similar technology but does not include verbal communications;

“inspection service” means the initial physical inspection, by a qualified and authorized individual, of a gas consuming appliance prior to its activation as prescribed by Regulation;

“line locate service” means the provision of the information that precisely identifies the physical location of buried gas pipelines and ancillary facilities;

“lock-box arrangement” means an arrangement where a financial institution is designated by certain parties to accept payment from customers on behalf of the parties and to distribute the collected revenue to the parties according to prescribed rules;

“low-volume consumer” means a person who annually uses less than the amount of gas prescribed by Regulation;

“rate” means any rate, charge or other consideration and includes a penalty for late payment;

“safety information service” means the provision of information on avoiding dangerous situations

or circumstances involving gas and the actions to take should a dangerous situation or circumstance involving gas occur;

“Service Level Agreement”, or “SLA”, means the agreement that sets out the relationship between a distributor and either a customer or a gas vendor;

“Service Transaction Request” or “STR”, means a written authorization, unless otherwise provided for in this Rule, that initiates a change from current service provisions to alternate service provisions;

“System gas” means the standardized sale of gas by a distributor or other authorized supplier for which the rates are approved by the Board or, if the distributor is not subject to s.36 of the Act, the relevant rate making authority.

### **1.3 Interpretation**

1.3.1 Unless otherwise defined in this Rule, words and phrases that have not been defined shall have the meaning ascribed to them either in the Act or in the licences issued by the Board. Headings are for convenience only and shall not affect the interpretation of this Rule. Words importing the singular shall import the plural and vice versa. A reference to a document or provision of a document includes any amendment or supplement to or any replacement of that document or that provision of that document. An event that is required under this Rule to occur on or by a stipulated day which is not a business day may occur on, or by, the next business day.

### **1.4 To Whom this Rule Applies**

1.4.1 This Rule applies to all gas distributors operating in the province of Ontario.

### **1.5 Coming into Force**

1.5.1 This Rule shall come into force on the date that the Board issues it as a final Rule, subject to paragraph 1.5.2.

1.5.2 Paragraph 6.3.3.1 shall come into force on the date that the Board issues this Rule and shall remain in force until December 31, 2001. Paragraph 6.3.3.2 shall come into force January 1, 2002.

### **1.6 Exemptions**

1.6.1 The Board may grant an exemption to the provisions set forth in this Rule. An exemption may be made in whole or in part and may be subject to conditions or

restrictions. Persons seeking an exemption from a provision of this Rule shall apply in writing to the Board. In determining whether to grant an exemption, the Board may proceed without a hearing or by way of an oral, written, or electronic hearing.

**1.7 Requirements for Board Approvals**

- 1.7.1 Any matter under this Rule requiring a determination of the Board may be determined by the Board through an oral, written or electronic hearing, or without a hearing.

**2 DISTRIBUTION SERVICES**

**2.1 Eligibility**

2.1.1 For a party, other than an embedded distributor, to be considered for distribution service, the proposed or existing delivery point must be situated in a franchise area.

**2.2 Distributor Provided Services**

2.2.1 A distributor shall provide access to distribution service on a non-discriminatory basis and in accordance with this Rule and the applicable rate orders issued by the Board or, if the distributor is not subject to section 36 of the Act, the relevant rate making authority.

2.2.2 A distributor shall be required to provide within its franchise area:

- emergency gas leak response service;
- line locate service;
- appliance inspection service; and
- safety information service

subject to the provisions of any legislation, regulation or other applicable law.

**2.3 Distributor's Record Keeping Responsibility**

2.3.1 A distributor shall obtain and maintain records relating to the following matters within its franchise area:

- system configuration;
- system operating limitations;
- inspections of system components prior to commissioning;
- results of subsequent inspections and remedial work undertaken to address any deficiencies; and
- compliance with the requirements of Part 6 of this Rule.

2.3.2 The distributor shall file records described in paragraph 2.3.1 with the Board where directed to do so by the Board.

### **3 EMERGENCY SUPPLY PLANNING**

#### **3.1 Supply Priority**

3.1.1 During an emergency, a distributor may, at its discretion, curtail or interrupt the provision of gas and distribution service(s) to some firm service customers so that service may be maintained to other firm service customers. A distributor in choosing which firm service customers to curtail or interrupt will, where possible, select customers who:

- are able to utilize alternate fuel(s); or
- are able to shut down non-space heating applications; or
- do not provide heat essential to the well being of individuals (including, but not limited to, community centres and other public buildings which are not used to provide emergency shelter or other emergency services).

3.1.2 Within five days of the cessation of the emergency, a distributor shall file a written report with the Board demonstrating that the distributor complied with paragraph 3.1.1.

#### **3.2 Financial Consequences**

3.2.1 If, during an emergency, the distributor reallocates gas from some firm service customers to other firm service customers, the distributor will be deemed to have purchased the reallocated volumes.

3.2.2 A distributor shall not realize a profit or loss as a result of an emergency and any reallocation of gas. Within five days of the cessation of an emergency a distributor shall file a written report with the Board demonstrating compliance or a plan to achieve compliance with this paragraph.

3.2.3 A deemed purchase price will be calculated based upon documentation provided by the curtailed or interrupted customer to the distributor upon the cessation of the emergency; it shall be in auditable form and may be subject to review by the Board.

3.2.4 The claimed purchase price may include:

- commodity costs; and
- charges incurred to convey the gas from the point at which title is assumed by the distributor to the delivery point at which the curtailed or interrupted firm service customer would have otherwise consumed the reallocated gas volumes.



## **4 EXPANSION AND CONNECTION TO A DISTRIBUTION SYSTEM**

### **4.1 Filing Requirements**

4.1.1 A distributor whose rates are regulated by the Board shall file with the Board its written policy statements associated with each of the following topics:

- expansion of service;
- project feasibility (stand alone, as a component of the investment portfolio and of the rolling portfolio, and standard rate impact);
- economic feasibility of connecting a customer;
- customer connection (e.g., setting up account numbers, entering into security arrangements);
- distribution system inspection;
- financial contributions; and
- environmental screening criteria and corresponding planning, documentation and reporting requirements.

4.1.2 A distributor shall file its implementation guidelines for the above policies, where such are available, with the Board for its review.

### **4.2 Expansion of Service**

4.2.1 Where a distributor receives a request for:

- expansion of service;
- connection to an existing distribution system; or
- delivery of gas to commence

a distributor may require that a financial contribution be made by the customer(s), in accordance with the E.B.O. 188 Report, or that a security arrangement be entered into, in accordance with the Board approved security policy, or both. A distributor shall apply its financial contributions policy in a non-discriminatory, non-preferential manner.

4.2.2 Where a request for expansion of service in a distributor's franchise area is received, the distributor shall acknowledge the request within five days of receipt and in accordance with the guidelines set out in the E.B.O. 188 Report; the response shall provide an estimate of the time required to respond to the request. If the distributor is able to and chooses to expand service to off-main consumers, service shall be expanded in accordance with the E.B.O. 188 Report.

4.2.3 Where a distributor receives a request for connection to an existing distribution system, the distributor shall apply the relevant portions of the policy statements and implementation guidelines filed with the Board under paragraph 4.1.

- 4.2.4 Where a person is connected to a distribution system but is not taking delivery of gas and requests that delivery of gas commence, that person shall be eligible for distribution service according to the rate schedule approved by the Board or, if the distributor is not subject to section 36 of the Act, the relevant rate making authority.
  
- 4.2.4 The distributor, or its authorized agent or contractor, shall inspect all distribution systems in accordance with sections 15 and 18 of the *Energy Act*, R.S.O. 1990, c.E 16 prior to gas delivery commencing.

**5 DISTRIBUTOR-GAS VENDOR RELATIONS**

- 5.1 Distributors shall conduct all commercial relations with gas vendors on a non-discriminatory, non-preferential basis.
- 5.2 If a distributor assigns a new or retires an existing customer account number, the distributor shall provide to any affected gas vendor within five days of the account number change:
- the customer's name;
  - the service address;
  - the former account number;
  - the new account number, where appropriate; and
  - the effective date of the new account number or the retirement of an existing account number.

**5.3 Service Level Agreement**

- 5.3.1 A distributor shall enter into a standard Service Level Agreement with a gas vendor who intends to provide, or offers to provide, commodity gas service in the distributor's franchise area. The standard Service Level Agreement shall include provisions regarding the processing of Service Transaction Requests and a dispute resolution process.
- 5.3.2 Cooperative marketing programs between a gas vendor and a distributor shall be subject to a Service Level Agreement, and shall be offered on the same terms to all gas vendors without discrimination or preference.
- 5.3.3 All distributors shall submit their standard Service Level Agreement to the Board for approval within 60 days of the issuance of this Rule.
- 5.3.4 Distributors shall adhere to the standard Service Level Agreement unless mutually agreeable alternate terms and conditions are negotiated with a gas vendor. Any alternate terms and conditions or revision to any Service Level Agreement shall be filed with the Board. The Board may review and issue directions regarding the terms of the Service Level Agreement.

## **6 SERVICE TRANSACTION REQUESTS**

### **6.1 Customer Choice**

6.1.1 A distributor shall take direction from a customer in accordance with a Service Transaction Request (“STR”) as set out in this Rule. This direction may be verbal, if a distributor receives it directly from a customer, but must be in writing if a distributor receives it from a gas vendor.

### **6.2 STR Information Requirements**

6.2.1 An STR shall include the following information:

- the customer’s name;
- the customer’s distribution service account number(s);
- service address for which the change in service is requested;
- the type of gas purchase arrangement; and
- the specific date on which the transfer is requested or the earliest date after which transfer of the account is acceptable to the gas vendor or the customer.

6.2.2 An STR may include the following information:

- an indication of whether or not a gas vendor will accept all accounts operating under the same name at a single address if multiple accounts are found and if the STR does not identify all account numbers at the address;
- the customer’s mailing address;
- the customer’s meter identification number;
- the requesting gas vendor’s customer account number;
- the requesting gas vendor’s account number with the distributor;
- the preferred method for finalizing the account (including but not limited to: next scheduled read date; special read; last actual read if allowed; or a card, electronically submitted or estimated read, if agreeable to all relevant parties);
- desired customer-specific information (including but not limited to: usage history; meter information; credit information); and
- preferred billing option.

6.2.3 In the absence of information regarding finalizing the account, a distributor shall check its Service Level Agreement with a gas vendor to determine whether or not there is a default position regarding:

- how to handle final reads; and
- the desired meter services, including the date upon which any change in service is desired.

6.2.4 For a change in customer location, the STR shall include:

- whether or not the customer wishes to retain the same gas supply arrangements.

6.2.5 For a change in billing option, the STR shall include:

- the current billing option;
- the desired new billing option; and
- the date on which the change in billing option is to commence.

### **6.3 Processing and Verifications of STRs**

6.3.1 A customer shall provide an STR to its distributor or to its gas vendor, who will provide it directly to the distributor on the customer's behalf. Upon receipt of an STR, a distributor shall stamp the STR with the receipt date and the identity of the recipient. The distributor shall provide the customer or its gas vendor with confirmation that the STR was received by the distributor.

6.3.2 Unless otherwise required by this Rule, it is not necessary for a gas vendor to include written authorization from the customer with an STR. A copy of the written authorization of the customer shall be provided by the gas vendor if requested by the distributor.

6.3.3 A distributor shall take every reasonable action to assure that its data base is valid, accurate and timely.

6.3.3.1 A distributor shall verify as expeditiously as possible but in any event no later than 60 days from receipt of an STR from a gas vendor that the customer identification fields (i.e., customer's name; the customer's distributor account number(s); service address; and type of gas purchase arrangement) of the STR are complete and accurate. If after 60 days the distributor, having exercised due diligence, cannot verify the customer information fields, the distributor shall cease processing the STR.

6.3.3.2 A distributor shall verify as expeditiously as possible but in any event no later than 14 days from receipt of an STR from a gas vendor that the customer identification fields (i.e., customer's name; the customer's distributor account number(s); service address; and type of gas purchase arrangement) of the STR are complete and accurate. If after 14 days the distributor, having exercised due diligence, cannot verify the customer information fields, the distributor shall cease processing the STR.

6.3.4 A distributor shall process an STR as expeditiously as possible after verifying that the customer identification fields have been provided and are correct. In all cases the time period for processing an STR shall not exceed sixty days after the gas vendor provides complete and correct customer identification.

**6.4 Change from System Gas to Competitive Supply**

- 6.4.1 An STR requesting the transfer of a customer from system gas to a gas vendor shall be submitted by either the customer or the gas vendor.
- 6.4.2 Upon receipt of such an STR, a distributor shall verify whether gas supply is currently being provided by a gas vendor or if a request to transfer service to another gas vendor is pending. If a customer is currently served under system gas and no request to transfer service is pending, a distributor shall process the STR. If a customer is currently served by a gas vendor or a request to transfer service is pending, a distributor shall process the new request as described in paragraph 6.5 of this Rule.
- 6.4.3 A transfer from system gas to a gas vendor shall take effect on the first day of the month which follows the date when the distributor has completed processing the STR. The requesting party may request that the distributor schedule a special meter read and the distributor shall not charge for the first special meter read requested by a party.
- 6.4.4 In the event that a first special meter read is not successful, the distributor and the requesting party shall negotiate a mutually agreeable date for the meter to be read. If a mutually agreeable date cannot be negotiated, alternate arrangements including:
- a special meter read outside the normal business hours at a special charge to the requesting party; or
  - processing the transfer based on a card or electronically transmitted data as read by the customer; or
  - an estimate, if all parties agree in writing to this arrangement
- may be made. If a meter read cannot be performed STR processing shall cease.
- 6.4.5 Special meter reads additional to the first shall be paid for by the requesting party based on a rate approved by the Board under section 36 of the Act or by the appropriate rate making authority. If a transfer is terminated because of a failure to complete the first special meter read, the requesting party shall not be charged for the failed meter read attempt(s).
- 6.4.6 Where the customer, the gas vendor and the distributor agree, a transfer may take effect on a date other than the first day of the following month. The final bill may be based on:
- historical actual meter read; or
  - card or electronically transmitted data as read by the customer; or
  - estimated read, if the customer, the gas vendor and the distributor agree in writing.

**6.5 Change from One Gas Vendor to Another Gas Vendor**

- 6.5.1 An STR involving a transfer from one gas vendor to a new gas vendor shall be submitted to a distributor by a customer or by the new gas vendor.
- 6.5.2 A distributor shall notify the new gas vendor of the identity of any current gas vendor and wait ten days (the “initial waiting period”) before continuing STR processing. During the initial waiting period the new gas vendor shall notify the current gas vendor that it has submitted an STR to become the customer’s supplier of gas. The distributor shall waive the initial waiting period upon receipt of the authorization of the current gas vendor to proceed with processing the STR.
- 6.5.3 The current gas vendor may request that the distributor delay processing the STR for an additional ten days (the “second waiting period”), commencing from the conclusion of the initial ten day period.
- 6.5.4 If, at the end of the second waiting period, the customer, the new gas vendor, or the current gas vendor acting upon specific written authorization from the customer dated no earlier than the date that the current gas vendor is informed of the transfer request, notifies the distributor in writing that STR processing should be terminated, the distributor shall cease STR processing. The distributor shall notify the new gas vendor, and confirm with the customer, that the transfer will not be completed.
- 6.5.5 Before processing the STR, the distributor may require proof of the notice provided to the current gas vendor by the new gas vendor; if proof of notice is not provided the distributor shall cease processing the STR. If the distributor does not receive notice to terminate STR processing, the STR shall be processed.
- 6.5.6 In the event that an STR is received by a distributor and there exists both a current gas vendor and a pending STR (an initial request), the distributor shall follow the process described in paragraphs 6.5.2, 6.5.3 and 6.5.4 to process the initial request. Once that request has been dealt with, the distributor shall apply the same process to the second STR.
- 6.5.7 Where the customer, the gas vendor and the distributor agree, a transfer may take effect on a date other than the date of an actual meter read. The final bill may be based on:
- historical actual meter read; or
  - card or electronically transmitted customer read; or
  - estimated read, if the customer, the gas vendor and the distributor agree in writing.

**6.6 Change from a Gas Vendor to System Gas**

- 6.6.1 An STR involving a transfer of a customer from a gas vendor to system gas shall be submitted by the current gas vendor or by the customer.
- 6.6.2 A distributor shall not decline an STR of an existing customer to system gas for reasons of non-payment by the customer of commodity, distribution or other non-commodity services.
- 6.6.3 If the STR is submitted by a gas vendor, the distributor shall notify the customer that a transfer is taking place and of the scheduled transfer date.
- 6.6.4 If the STR is submitted by a customer, the distributor shall notify the gas vendor and delay processing for ten days, unless the gas vendor responds that no delay is necessary.
- 6.6.5 If, during the ten day waiting period, the distributor is notified in writing by the gas vendor that processing should be terminated, and the request to cease processing is accompanied by specific written authorization from the customer dated no earlier than the date that the current gas vendor is informed of the transfer request, then the distributor shall cease processing the STR. The distributor shall confirm with the customer that the transfer will not be completed.
- 6.6.6 If no notification to terminate processing is received by the distributor, the STR shall be processed.
- 6.6.7 Where the customer, the gas vendor and the distributor agree, a transfer may take effect on a date other than the first day of the following month. The final bill may be based on:
- historical actual meter read; or
  - card or electronically transmitted customer read; or
  - estimated read, if the customer, the gas vendor and the distributor agree in writing.

**6.7 Change from a Gas Vendor to System Gas in the Case of Gas Vendor Default**

- 6.7.1 If:
- a gas vendor is in default to a distributor; and
  - the account has been unpaid for ten days; and
  - the parties have not agreed on a remedy; and
  - notification has been given to the gas vendor by the distributor per paragraph 10.1.1 of this Rule, the distributor may notify the gas vendor and the gas vendor's customers that the customers will be transferred to system gas according to a schedule specified by the distributor. The distributor shall not transfer a customer to system gas until 10 days have elapsed from the date on which payment was due from the gas vendor.



6.7.2 If a customer so notified requests a transfer to a new gas vendor by way of an STR, prior to the distributor switching the customer to system gas, the distributor shall transfer the customer to the new gas vendor. If paragraph 6.7.1 applies to a gas vendor and it is not possible for a distributor to process the STR so that gas is supplied continuously then the distributor may, for the purpose of continuity of gas supply only, temporarily transfer that customer to system gas so that an orderly subsequent transfer to the new gas vendor may occur in accordance with paragraph 6.4.

**6.8 Change of In-franchise Service Address of the Commodity Supply Arrangement with a Gas Vendor**

6.8.1 A distributor shall change the service address of a customer upon receipt of a verbal or written STR from a customer or a written STR from the customer's current gas vendor if both the former and the new service address are provided with distribution service by that distributor.

6.8.2 If a customer initiates the STR, the distributor shall communicate the requested change to the gas vendor.

6.8.3 If a gas vendor submits the STR, the gas vendor shall provide written authorization for the change from the customer upon the distributor's request.

6.8.4 If a gas vendor initiates the STR a distributor shall:

- communicate the request to the customer; and
- provide the gas vendor, on a timely basis, with a report providing that customer's old distribution services account number, new distribution services account number and new service address.

## **7 CUSTOMER INFORMATION**

### **7.1 Limitations**

7.1.1 Distributors may collect and use customer data or information necessary:

- to provide distribution service(s);
- for system operations;
- to provide system gas; or
- for a purpose expressly set out in the Service Level Agreement and for no other reason.

7.1.2 A distributor shall not release any data provided by a customer or information derived therefrom to anyone other than:

- the customer to whom the data pertains;
- the customer's gas vendor;
- the Board;
- authorized law enforcement agencies conducting investigations and who require information on the customer for the purposes of the investigation;
- appropriately authorized credit reporting agencies;
- collection agencies if the customer is in arrears as per the distributor's policies;
- the authorized billing agent(s) of the customer in question;
- the customer's agent with written authorization from the customer, who shall have access to usage data, meter data, payment information and meter configuration information;
- the billing services provider of the customer;
- a market operation services provider; or
- bodies with whom the distributor is legally required to file such data or information.

A distributor may provide information that has been sufficiently aggregated such that an individual customer's information cannot reasonably be identified.

7.1.3 A distributor shall not release any data provided by a gas vendor, or information derived therefrom, to any one other than:

- the gas vendor to whom the data pertains;
- the Board;
- authorized law enforcement agencies conducting investigations and who require information on the gas vendor for the purposes of the investigation;
- appropriately authorized credit reporting agencies;
- collection agencies if the gas vendor is in arrears per the distributor's policies;
- the authorized billing agent(s) of the gas vendor in question; or
- bodies with whom the distributor is legally required to file such data or information.

A distributor may provide information that has been sufficiently aggregated such that an individual customer's information cannot reasonably be identified.

## **7.2 Retention of Information**

7.2.1 A distributor shall maintain data for the twelve most recent billing periods for all customers who purchased distribution services and shall maintain an archive of the data from periods previous to that as required by applicable law and Measurement Canada. For customers who previously purchased distribution services, the distributor shall maintain data gathered at any time during the past 12 billing cycles.

7.2.2 The distributor shall maintain the following minimum information on all customers who purchased distribution services within the past 12 billing periods:

for identification purposes:

- the customer's name;
- the service address;
- the billing address;
- the distribution services account number;
- the meter number;

for billing purposes:

- distribution services contracted for;
- units of consumption, estimated or actual, by billing period;
- meter reading dates;
- dates of bills rendered based on actual meter readings;
- dates of bills rendered based on estimated meter readings;
- dates of bills rendered based on methods other than actual or estimated meter readings;
- method of bill calculation (e.g., equal billing);

for payment profile purposes:

- payment due dates, payment receipt dates;
- number of times the customer was delinquent or in arrears in past 12 billing periods;
- maximum credit exposure in past 12 billing periods;
- number of times the customer's security arrangements were revised in past 12 billing periods;

for consumption information:

- 12 months of consumption data by individual distribution service consumed.

## **7.3 Release of Information**

7.3.1 The customer may request, verbally or in writing, that the distributor provide any of the information identified in paragraph 7.2.2. The distributor shall record the date of each

request to provide data. The distributor shall provide either the requested data or a report containing the requested data in hard copy or electronic format within ten days of receiving such a request.

7.3.2 The customer may, by providing written authorization, authorize a gas vendor to have access to the data identified in paragraph 7.2.2 and gathered and maintained by the distributor for that customer. The distributor shall record the date of each such request to provide data. The distributor shall provide the requested data or a report containing the requested data in hard copy or electronic format within ten days of receiving such a request.

7.3.3 In those instances where a party other than a customer is requesting customer information on the grounds that they are authorized in writing to do so by the customer, the distributor may require that the requesting party provide the customer's written authorization. The requesting party shall provide such authorization within three days of being required to do so. If written authorization is not provided, the distributor shall not release the information.

#### **7.4 Meter Accessibility**

7.4.1 The customer shall have unfettered access to the meter(s) used by the distributor to measure the units of consumption which form the basis for billing the customer, provided that such access does not interfere with the operation or function of the meter(s).

7.4.2 The customer, its gas vendor or any party authorized by the customer shall be allowed to interrogate the meter used by the distributor for the purposes of measuring consumption for the purposes of billing using any device which satisfies the distributor's technical requirements, is in compliance with Industry Canada's requirements, and does not impair or impede the ability of the distributor or its agent to read the meter at normally scheduled times.

## **8 BILLING**

### **8.1 Customer Choice**

8.1.1 The distributor shall take direction from the customer, or the gas vendor, with respect to the option governing the rendering of the bill for distribution service.

### **8.2 Obligations**

8.2.1 For the purposes of bill processing, the distributor shall be responsible for the accuracy and completeness of the information which the distributor must provide and the gas vendor shall be responsible for the accuracy and completeness of the information which the gas vendor must provide, according to the terms of the Service Level Agreement.

### **8.3 Billing Options**

8.3.1 Distributors shall offer gas vendors three billing options, as follows:

Distributor consolidated billing:

- the customer shall receive one bill issued by the distributor; the bill shall inform the customer of the amount owing, the date due and the individual components of the bill. A minimum of two components shall be shown on the bill: the billed amount for distribution services and the billed amount for commodity;

Gas vendor consolidated billing:

- the customer shall receive one bill issued by the gas vendor; the bill shall inform the customer of the amount owing, the due date and the individual components of the bill;

Split billing:

- the customer shall receive two bills; one bill shall be issued by the gas vendor and shall inform the customer of the amount owing for commodity gas and the due date. The other bill shall be issued by the distributor and shall inform the customer of the amount owing for distribution services and the due date. Either or both bills may present the supporting components used to derive the billed amount.

### **8.4 Information Disclosed on Bills**

8.4.1 Regardless of the billing option elected, a distributor shall disclose additional components (including but not limited to: storage services, transmission services, load balancing services) if requested to do so by the customer, or by the gas vendor with the customer's authorization.

### **8.5 System Gas Billing**

- 8.5.1 When a distributor issues a bill to a customer for system gas, it shall not convey any marketing or promotional material provided by any gas vendor. The distributor may include:
- material which it is obligated to send to customers as part of its regulated function;
  - only the marketing and promotional material which it makes available to all other system gas customers.

## **8.6 Gas Vendor Consolidated Billing**

- 8.6.1 Where gas vendor consolidated billing is to be used to render bills to customers, the distributor shall ensure, through the SLA with each gas vendor, that relevant safety information is included in bills to customers.

## **9 SECURITY ARRANGEMENTS**

### **9.1 Policy Filing Requirement**

9.1.1 A distributor shall prepare and maintain a written policy describing its security requirements. This written policy shall be provided by the distributor to any party who requests a copy of the policy. A distributor shall file its security policy with the Board. Updates, revisions and changes to the security policy shall be filed with the Board five days prior to implementation.

### **9.2 Policy Requirements**

9.2.1 A distributor's security policy shall be non-discriminatory and non-preferential. In particular, a distributor's security policy shall treat like credit risks in like fashion.

9.2.2 A distributor's security policy shall establish the limits, obligations, and rights of the distributor to require and enter into security arrangements for those business arrangements where the distributor extends credit and is at risk of non-payment with respect to either the provision of distribution services or system gas.

### **9.3 Policy Parameters**

9.3.1 A distributor may require any of the following to enter into security arrangements:

- a customer;
- an embedded distributor who receives distribution services from the distributor; or
- a gas vendor.

9.3.2 A distributor may request security in the following forms:  
from a low volume customer:

- cash deposit;

from a customer, other than a low volume customer:

- cash deposit;
- irrevocable letter of credit;
- lock box arrangement with a financial institution;
- bond or credit rating;

from an embedded distributor who receives distribution services from the distributor:

- cash deposit;
- irrevocable letter of credit;
- bond or credit rating;

from a gas vendor, the form of security to be at the gas vendor's discretion:

- cash deposit;
- irrevocable letter of credit;

- surety bond;
- lock box arrangement with a financial institution;
- bond or credit rating.

9.3.3 If bond or credit ratings are provided, and the distributor finds that additional security is required, the distributor shall impose similar security requirements on similarly rated persons.

9.3.4 If security requirements are satisfied by cash deposit, a distributor shall pay interest at the lesser of:

- the rate that the distributor earns from security deposits provided by customers; or
- the prime rate charged by the distributor's bank.

A gas vendor may require that cash be held in a low-risk interest bearing account.

9.3.5 The maximum amount of security to be provided by a customer shall be determined on the basis of the value of those goods or services which are provided by the distributor and consumed by the customer before payment for those goods or services has been made, and for which the distributor has assumed a risk of either partial or full default in payment.

9.3.6 The maximum security required of a gas vendor shall not exceed:  
for distributor consolidated billing:

- the maximum anticipated exposure under the banked gas account(s) in accordance with the provisions of the relevant approved rate schedules.

for split billing:

- 2.5 times the highest monthly bill expected to be incurred over a continuous 12 months for storage and transportation services directly contracted for by the gas vendor.

for gas vendor consolidated billing:

- the sum of the amounts for distribution service only, calculated for each customer class as follows:
  - the number of customers in the class served by the gas vendor, multiplied by the average delivery charges for the class estimated for the month which is forecast to have the highest delivery charges for the year, multiplied by a one month weighting factor of:
    - 2.5 for monthly billings;
    - 1.75 for bi-monthly billings;
    - 1.5 for quarterly billings;plus the estimated charges for storage and transportation contracted directly by the gas vendor from the distributor for the month during which the bill is expected to be the highest, multiplied by 2.5.



**9.4 Revision of Security**

9.4.1 The amount of security provided to the distributor may be revised from time to time by the distributor at its initiative or at the request of the party providing the security.

9.4.2 If the currently calculated maximum required security is ten percent greater than the previously calculated maximum required security the distributor may request that the security be increased and the security provider shall comply with the new requirement within twenty days.

9.4.3 If the currently calculated maximum required security is less than ninety percent of the previously provided security the distributor shall notify the security provider immediately and the security provider may modify its security arrangement.

9.4.4 If security has been rendered in the form of a cash deposit, the distributor shall, if requested, return any excess security to the party who provided the security within twenty days of the date on which the request to recalculate the required security was submitted.

**10 FINANCIAL DEFAULT BY GAS VENDORS**

**10.1 Procedures**

10.1.1 If a gas vendor fails to pay an amount due to a distributor according to the terms of a Service Level Agreement, the distributor shall notify the gas vendor that a payment is overdue the day after payment was due. If a gas vendor's account with a distributor is in arrears, the distributor shall not take any funds available through the relevant security provision until five days have elapsed from the date payment was due. If set-off is provided for in the collection service agreement under ABC T-service, the distributor may invoke these rights independent of accessing any other security provision(s).

**10.2 Revenue Retention**

10.2.1 During the period when a gas vendor is in default, a distributor shall not retain any revenues collected by the distributor on behalf of the gas vendor as a security in excess of the defaulted amounts, unless set-off privileges as provided for under the terms of ABC T-service have been invoked.

10.2.2 A distributor shall charge a gas vendor interest on any overdue amounts at a rate equal to the prime rate charged by the distributor's bank plus 2 percent per annum.

**11 COMPLAINT PROCEDURES**

- 11.1 A distributor shall file with the Board its complaint handling policy and make a copy of the policy available to anyone who requests it.
- 11.2 Complaints regarding the following shall be submitted to a distributor in writing:
- the application of this Rule by a distributor; or
  - the compliance of a distributor with this Rule.
- Complaints shall state as clearly as possible the subject or nature of the complaint and, where possible, cite the specific clause of this Rule or the relevant Service Level Agreement considered violated. Documentation of complaints shall be available for public inspection at the distributor's offices during normal business hours.
- 11.3 The distributor shall designate an employee (the "Designated Employee") for the purpose of dealing with complaints, and this person shall be identified to the Board.
- 11.4 The Designated Employee shall acknowledge all complaints in writing within five days, unless the complainant indicates that written acknowledgment is not required.
- 11.5 The distributor shall make its best efforts to resolve the complaint, and the Designated Employee shall respond to the complaint within 21 days of its receipt or as mutually agreed to by the complaining party and the distributor. The response shall include a description of the complaint and the response of the distributor to all issues of contention identified in the complaint.
- 11.6 A record of all complaints, and the responses of the distributor shall be kept for a period of three years from the date the distributor responded to the complaint and shall be made available for inspection by the Board.
- 11.7 If the complaint is not resolved it may be referred to the Board. Any complaint referred to the Board must be in writing and shall include the response of the distributor to the complaint.