



# Conditions of Electrical Service

Original Issue: May 2002

Last Revision: 29 September 2014

Version 9

ENERCAN reserves the right to amend, change, expand, modify or update any information contained in these Conditions of Service.

The acceptance of supply of electricity or related services from ENERCAN constitutes the acceptance of a binding contract with ENERCAN which includes this Conditions of Service (“Conditions”) and all terms thereunder. The person so accepting the supply of electricity or related services shall be liable for payment for same, and such contract shall be binding upon the person's heirs, administrators, executors, successors or assignees.

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## **Part 1 Introduction**

### **1 Identification of Unit Sub-Meter Provider and Service Territory**

#### **1.1 Unit Sub-Meter Provider**

These Conditions of Electrical Supply are relevant to:

373948 Ontario Inc. dba ENERCAN Energy Management [ENERCAN]  
4261-A14 Hwy 7 East  
Suite 888  
Unionville, Ontario  
L3R 9W6

Phone: 416-247-3772

Fax: 905-474-3772

#### **1.2 Service Territory**

ENERCAN's service territory is to be defined as properties under management behind a bulk meter in Ontario.

#### **1.3 Related Codes, and Governing Laws**

1.3.1 Unit Sub-Meter Providers are licensed by the Ontario Energy Board [OEB]. The OEB is granted regulatory duties by the Energy Competition Act, 1998 and administers their regulatory duties through a series of Codes. ENERCAN has been issued Smart Sub-Metering Licence ES-2007-0924.

The Hierarchy of Codes is: Affiliate Relationship Code  
Distribution System Code  
Retail Settlements Code  
Standard Supply Service Code  
Unit Sub-Metering Code

Note: ENERCAN complies with these Codes.

1.3.2 If ENERCAN offers Unit Sub-Metering to a customer or consumer, it shall, to the extent applicable to its service offering, comply with the Unit Sub-Metering Code issued by the Board, as amended.

1.3.3 If ENERCAN offers customers or consumers access to retailers, ENERCAN shall comply, to the extent applicable to ENERCAN's service offering, with the Retail Settlement Code issued by the OEB.

## **1.4 Interpretations**

- 1.4.1 This document has been prepared by ENERCAN in accordance using the format of the “Conditions of Service Template” issued with the Distribution System Code with sections included by the OEB .
- 1.4.2 Every effort has been made to clearly state the meaning, intent, and source of the information and terms used in this document. However, interpretations around the text may occur.
- 1.4.3 Any disagreement of interpretations when unit sub-metering licensing is implemented will be decided by the OEB through a dispute resolution process to be approved by the OEB.

## **1.5 Amendments and Changes**

- 1.5.1 ENERCAN will provide advance public notice of any pending changes to its Conditions of Electrical Service to its existing customers through inserting a notice in monthly billing and posting a notice on its web site [www.enercan.ca](http://www.enercan.ca).
- 1.5.2 The notice will provide a proposed time-line of implementation of the changes.
- 1.5.3 Customers may make written comment on the proposed changes to ENERCAN who will review and respond in writing to each comment.

## **1.6 Contact Information**

### **Head Office**

ENERCAN Energy Management  
4261-A14 Hwy 7 East  
Suite 888  
Unionville, Ontario  
L3R 9W6

Phone: 1-519-457-0583  
Operations After Hours: 1-519-355-4465  
Fax: 519-453-9166

Regular office hours are: Monday to Friday, except statutory Holidays  
8:30am - 4:30pm

Operations Staff Hours: Monday to Friday, except statutory Holidays  
7:30am - 4:00pm

## **Customer Service Office**

ENERCAN  
PO BOX 30048  
RPO New Westminster  
Vaughan On L4J 0C6

Phone 1-800-818-1458

Regular office hours are: Monday to Friday, except statutory Holidays  
8:30am - 4:30pm

### **1.7 Services To Be Maintained By ENERCAN**

- 1.7.1 ENERCAN shall have a current mailing address in Ontario and a current telephone number listed in Ontario, and shall provide them to every customer or consumer.
- 1.7.2 ENERCAN will provide to residential consumers or consumers a telephone number which may be reached by the general public, without charge, and shall provide the telephone number to every residential customer or consumer.

### **1.8 Customer Rights**

- 1.8.1 Our Customers have the right to expect courteous service at all times when dealing with ENERCAN staff.
- 1.8.2 Our Customers have the right to expect to be treated with respect at all times when dealing with ENERCAN staff.

### **1.9 ENERCAN Rights**

- 1.9.1 ENERCAN staff have the right to expect to be granted access to its distribution facilities at all reasonable times.
- 1.9.2 ENERCAN staff have the right to expect to be treated with respect at all times when dealing with Customers.
- 1.10 Customer Complaint and Dispute Resolution Process
  - 1.10.1 If a Customer, Consumer or other market participant has a complaint about ENERCAN regarding services provided by ENERCAN under its Federal Certification or Provincial Regulations, the Consumer may contact one of ENERCAN's Customer Service representatives at 1-888-470-2565 during regular business hours, between 8:30 AM and 4:30 PM Monday to Friday, or email the complaint to [info@enercan.ca](mailto:info@enercan.ca)

Upon receipt of a complaint, an ENERCAN Customer Service representative will contact the Customer, Consumer or other market participant to acknowledge receipt of the complaint and, if possible, to resolve the complaint, and will investigate and follow-up on the complaint as required to resolve the complaint.

## Part 2 Glossary of Terms

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

“**Affiliate**” has the same meaning as in the Business Corporations Act (Ontario);

“**Apartment Building**” means a residential structure containing four or more dwelling units to which access to each unit is through a common entrance or entrances from the outside and through a corridor or hallway from the inside.

“**Board**” means the Ontario Energy Board.

“**Business Day**” means any day that is not a Saturday, a Sunday, or a legal holiday in the Province of Ontario;

“**Code**” means the Unit Sub-meter Provider Code of Conduct.

“**Conditions of Electrical Service**” means the document developed by a unit sub-meter providers in accordance with section 3.2.1 of the Unit Sub-Metering Code that describes the operating practices and connection rules for the unit sub-meter provider.

“**Condominium**” means a building in which each individual dwelling unit is held in separate ownership.

“**Consumer**” means a person who uses, for the person’s own consumption, electricity that the person did not generate and requires an account with the unit sub-meter provider in order to receive metering and billing services.

“**Consumer information**” means information relating to a specific consumer obtained by a sub-meterer or its sales person, and includes information obtained without the consent of the consumer.

“**CSA**” means the Canadian Standard Association

“**Customer**” means a person that has contracted for or intends to contract for the connection inside a building. This includes Condo Boards, Condo Owners, Tenants, and Developers of residential or commercial subdivisions.

“**Demand meter**” means a meter that measures a consumer’s peak usage during a specified period of time.

“**Disconnect**” or “**Disconnection**” means a deactivation of connection assets that results in a cessation of electricity supply to a consumer or customer.

“**Disconnect/collect trip**” is a visit to a consumer’s or customer’s premises by an employee or agent of the sub-meterer to demand payment of an outstanding amount or to shut off or limit the supply of electricity to the customer failing payment.

“**ECPA**” means the Energy Consumer Protection Act, 2010, S.O. 2010, c. 8; “**ECPA Regulation**” means Ontario Regulation 389/10;

“**Electricity Act**” means the Electricity Act, 1998, S.O. 1998, c.15, Schedule A as amended.

**“Eligible low-income consumer” means:**

- (a) a residential electricity consumer who has a pre-tax household income at or below the pre-tax Low Income Cut-Off, according to Statistics Canada, plus 15%, taking into account family size and community size, as qualified by a Social Service Agency or Government Agency;
- (b) a residential electricity consumer who has been qualified for Emergency Financial Assistance;

**“Electrical Safety Authority or “ESA”** means the person or body designated under the Electricity Act regulations as the Electrical Safety Authority.

**“Electrical Services Contract”** means an agreement entered into between ENERCAN and a customer/s that is or is to be connected to the distribution system that delineates the conditions of the connection and delivery of electricity to that connection.

**“Emergency Financial Assistance”** means any Board-approved emergency financial assistance program made available by a distributor to eligible low-income residential consumers;

**“IESO”** means the Independent Electricity System Operator continued under the Electricity Act;

**“Interval Meter”** means a meter that measures and records electricity use on an hourly or sub-hourly basis.

**Master bill”** means the bill issued by the licensed distributor to the master consumer;

**“Master consumer”** means the exempt distributor or the person authorized by the ECPA Regulation to retain a unit sub-meter provider for the prescribed property being served by the licensed distributor;

**“Master meter”** means the meter controlled by the licensed distributor and used for settlement of the master bill with the master consumer;

**“Measurement Canada”** means the Special Operating Agency established in August 1996 by the Electricity and Gas Inspection Act (Canada).

**“Meter Installation”** means the meter and, if so equipped, the instrument transformers, wiring, test links, fuses, lamps, loss of potential alarms, data recorders, telecommunication equipment, computer recording software and equipment as well as spin-off data facilities installed to measure power past a meter point, provide remote access to the metered data and monitor the condition of the installation equipment

**“Metering services”** means installation, testing, reading and maintenance of meters.

**“MIST”** means Metering Inside the Settlement Timeframe and refers to an interval meter from which data is obtained and validated within a designated settlement timeframe.

**“Monthly Billing”** means a notional and approximate 30-day period for a billing cycle, not necessarily a calendar month.

**“MOST”** means Metering Outside the Settlement Timeframe and refers to an interval meter from which data is only available outside the designated settlement timeframe.



**“Multiple Residential Properties”** means a property, which provides separate living accommodation for two or more families. It does not include properties used for short-term occupancy such as hotels, motels, etc.

**“OEB”** means the Ontario Energy Board.

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

**“Prescribed activity”** means one of the activities prescribed by the ECPA Regulation;

**“Prescribed property”** means one of the properties or classes of property prescribed by the ECPA Regulation;

**“Primary Metered Service”** means a Connection whose meter point is located on the primary side of a distribution transformer.

**“Private Property”** means any property owned by a Customer or a third party and does not include any public street or highway.

**“Regulation”** means a regulation made under the Act, the ECPA, or the Electricity Act

**“Secondary Metered Service”** means a Connection whose meter point is located on the secondary side of a distribution transformer.

**“Semi-detached”** means a dwelling divided vertically to provide two dwelling units separated by a common wall.

**“Unit Sub-meterer”** means a customer of a distributor that measures and bills for the electricity used by consumers behind the distributor’s revenue meter using a smart sub-metering system.

**“Smart Metering Entity”** means the smart metering entity established under Part IV.2 of the Electricity Act, or more specifically, the IESO as prescribed by Ontario Regulation 393/07;

**“Social Service Agency or Government Agency”** means:

- (a) a social service agency or government agency that partners with a given distributor to assess eligibility for Emergency Financial Assistance; or
- (b) a social service agency or government agency that assesses eligibility for other energy financial assistance or low-income financial assistance programs, and partners with a given distributor to qualify consumers for eligibility under this Code;

**“Third party”** with respect to a unit sub-meter provider, means any person other than the unit sub-meter provider;

**“Validating, estimating and editing”** (“VEE”) means the process used to validate, estimate and edit raw metering data to produce final metering data or to replicate metering data for settlement purposes.

## **Part 3: Distribution Activities (General)**

### **3.1 General**

ENERCAN will typically install metering equipment at the Customer supply voltage. The Customer must provide a convenient and safe location, satisfactory to ENERCAN for the installation of meters, wires and ancillary equipment. Meters for new or upgraded residential services will be mounted outdoors on a meter socket approved by ENERCAN.

No person, except those authorized by ENERCAN may remove, connect, or otherwise interfere with meters, wires, or ancillary equipment owned by ENERCAN.

The Customer will be responsible for the care and safekeeping of ENERCAN meters, wires and ancillary equipment on the Customer's premises. If any ENERCAN equipment installed on Customer premises is damaged, destroyed, or lost other than by ordinary wear and tear, tempest or lightning, the Customer will be liable to pay to ENERCAN the value of such equipment, or at the option of ENERCAN Toronto Hydro, the cost of repairing the same.

The location allocated by the owner for ENERCAN metering shall provide direct access for ENERCAN staff and shall be subject to satisfactory environmental conditions, some of which are:

- Maintain a safe and adequate working space in front of equipment, not less than 1.2 metres (48") and a minimum ceiling height of 2.1 metres (84")
- Maintain an unobstructed working space in front of equipment, free from, or protected against, the adverse effects of moving machinery, vibration, dust, moisture or fumes

Where ENERCAN deems self-contained meters to be in a hazardous location, the Customer shall provide a meter cabinet or protective housing.

Any compartments, cabinets, boxes, sockets, or other workspace provided for the installation of ENERCAN's metering equipment shall be for the exclusive use of ENERCAN. No equipment, other than that provided and installed by ENERCAN, may be installed in any part of the ENERCAN metering workspace.

### **3.2 Metering Requirements for Multi-Unit Sites and Condominium Corporations**

In addition to a bulk-meter, to promote conservation ENERCAN will provide a standard individual meter for each unit of a new Multi-unit site, or a condominium at no direct charge to the Customer. Customers wishing to have the multi-unit site, or a condominium, equipped with alternative electronic metering shall make suitable arrangements satisfactory to ENERCAN.

For existing condominium corporations that fall under the Condominium Act, 1998, ENERCAN will install smart meters or a smart sub-metering system, for each unit on the property.

In each case, the Customer will comply with the detailed technical requirements set forth by ENERCAN in this Conditions of Service:

a) Individual Metering and House Metering Requirements for Multi-Unit Sites

Where individual units in a multi-unit site, or condominium, are to be metered individually, the building owner (or operator, or property manager, or condominium corporation) shall enter into a contract with ENERCAN for the supply of electrical energy for all common or shared services. Common or shared services typically include lighting of all common areas shared by the tenants, or units owners, or which supply common services such as heating, air conditioning hot water heating, elevators, and common laundry facilities. In such cases, in addition to the individual meter for each unit, a separate house meter (or halls meter) will be required to measure the energy used for all common or shared services.

b) Requirements for Existing Multi-Unit Sites with no House Meter

Where units in an existing multi-unit site, or condominium, are metered individually and shared services are supplied through one or more unit meters (i.e. the existing multi-unit site is not equipped with a house meter or halls meter), the building owner shall enter into a contract with ENERCAN for the supply of electricity to such unit(s).

For better clarity, the house meter account(s) shall be in the multi-unit site, or condominium, owner's name, who shall also be responsible for the payment for all energy supplied through such meter(s).

### 3.3 Main Switch and Meter Mounting Devices

The Customer's main switch immediately preceding the meter shall be installed so that the top of the switch is 1.83 m or less from the finished floor and shall permit the sealing and padlocking of:

- (a) the handle in the "open" position; and
- (b) the cover or door in the closed position.

Meter mounting devices for use on Commercial/Industrial accounts shall be installed on the load side of the Customer's main switch and be located indoor. The Customer is required to supply and install an ENERCAN approved meter socket for the use of ENERCAN's self-contained socket meters for the main switch ratings and supply voltages or supply and install a meter cabinet to contain ENERCAN's metering equipment for the main switch ratings and supply voltages as required and identified by ENERCAN at the time of the request for connection.

Meter centers installed for individual metering applications must meet the requirements specified by ENERCAN at the time of the request for connection.

The Customer shall permanently and legibly identify each metered service with respect to its specific address, including unit or apartment number. The identification shall be applied to all service switches, circuit breakers, meter cabinets, and meter mounting devices.

### **3.4 Service Mains Limitations**

The metering provision and arrangement for service mains in excess of either 600 A or 600 V shall be submitted to ENERCAN for approval before building construction begins. Additional standards and requirements for services metered above 600 V can be made available upon request.

### **3.5 Special Enclosures**

Specially constructed meter entrance enclosures will be permitted for outdoor use upon ENERCAN's approval of a written application for use.

### **3.6 Meter Cables**

The Customer shall provide meter loops having a length of 610-mm in addition to the length between line and load entry points.

Line and load entry points shall be approved by ENERCAN prior to installation. Where more than two conductors per phase are used, the connectors shall be provided by the Customer. Mineral insulated, solid or hard drawn wire conductors are not acceptable for meter loops. Any variation from the above must first be checked and approved by ENERCAN prior to installation.

### **3.7 Single Phase Metering Requirements**

For a service greater than 200Amps, a 90cm x 90cm x 30cm metering cabinet complete with removable cover and back plate shall be provided by the customer. A 25mm conduit shall be provided from the metering cabinet to the outside meter base. The distance between the meter cabinet and the meter base shall be no more than 10 meters. The meter base supplied by the customer must be 4 jaw type and must be equipped with an automatic bypass for current transformer circuits on the left side.

For underground services, a 50mm approved conduit is to be supplied and installed from the meter base to a point 500mm to 600mm below finished grade by the customer.

### **3.8 Three Phase Metering Requirements**

3.8.1 All three phase metering installations must be located indoors. Exceptions to this may be granted only where it is advantageous to ENERCAN.

3.8.2 For 120/208V, 4 wire services a 7 jaw meter socket is required for up to 200 amps service.

3.8.3 For 120/208V, 3 wire services, a 5 jaw meter socket is required and shall be limited to 200 amp capacity.

- 3.8.4 For all three phase services greater than 200 amps, the customer shall provide an appropriate sized meter cabinet inside the building. The cabinet shall have a removable back plate and a lockable cover that will accept an ENERCAN padlock.
- 3.8.5 Where switchgear is used, the customer shall provide adequate space in the switchgear, subject to approval of ENERCAN, for the metering transformers. In addition, a minimum 60cm x 60cm x 25cm cabinet shall be supplied and installed in an approved location separate from the switchgear.
- 3.8.6 The customer shall provide the back plate to the ENERCAN at least 5 working days prior to requested in-service date of the facility to allow ENERCAN staff to install the metering equipment.
- 3.8.7 ENERCAN will determine when a Primary Voltage Metering Unit is required. Where a Primary Voltage metering unit is required, the customer shall supply all equipment subject to ENERCAN approval.

### **3.9 Metering Equipment Boxes**

- 3.9.1 Where such equipment is required for an electrical connection the customer will provide ENERCAN with the items listed and the space to mount them within an electrical room.
- 3.9.2 Safe working space of not less than 1m in front of the meter/equipment location. This shall apply from the floor to ceiling.
- 3.9.3 A minimum ceiling height of 2.5m from the floor. Adequate lighting of 20 - 30 foot candles will also be provided.
- 3.9.4 The mounting height of the cabinet shall be no lower than 0.6m above the floor. The top of the cabinet shall be no higher than 2m above the floor.
- 3.9.5 All metering equipment shall be mounted on the load side of the fused disconnect device except where primary metering is required.
- 3.9.6 Details of the size of metering cabinet required and meter base requirements are as per ESA and ENERCAN approved guidelines.

### **3.10 Interval Metering**

- 3.10.1 ENERCAN may install a demand or interval meter on the customer premises for the purpose of measuring demand to assign the customer to a rate class or to set the appropriate distribution services rate for that customer.
- 3.10.2 Any existing customers with an average monthly peak demand of over 1MW during a calendar year, ENERCAN will be required to install a MIST (Meter inside the Settlements Timeframe) meter.

- 3.10.3 All new customers with an average monthly peak demand of over 500kW during a calendar year, ENERCAN will be required to install a MIST meter.
- 3.10.4 ENERCAN will install an interval meter to any customer upon receipt of a written request. The request may come directly from the consumer or through it's retailer in accordance with the Retail Settlements Code.
- 3.10.5 ENERCAN will provide the interval meter subject to the following conditions:
- a) The consumer, or it's retailer will compensate ENERCAN for all incremental costs associated with that interval meter including the capital cost, installation costs, on-going maintenance (including allowance for meter failure) verification and re-verification, installation and on-going maintenance of a communication line or link to the customers meter, and costs of all metering made redundant by a customer request for interval metering.
  - b) The distributor shall determine whether the meter will be a MIST or a MOST (Meter outside the Settlements Timeframe) meter.
  - c) A communication system utilized for MIST meters shall be in accordance with ENERCAN requirements.
  - d) A communication line shall be required in the case of inside or restricted access to meters.
- 3.10.6 The type of metering available to each customer rate class, and the charges for each, are listed later in the Customer Specific sections of these Conditions of Supply.

### **3.11 Meter Reading**

The Customer or Consumer must provide or arrange free, safe and unobstructed access during regular business hours to any authorized representative of ENERCAN for the purpose of meter reading, meter changing, or meter inspection. Where premises are closed during ENERCAN's normal business hours, the Customer or Consumer must, on reasonable notice, arrange such access at a mutually convenient time.

- 3.11.1 All metering data collected by ENERCAN will be subjected to a Validating, Estimating, and Editing (VEE) process as required by both the Distribution System Code and Retail Settlement Code.
- 3.11.2 All metering activities performed by ENERCAN shall comply with the requirements of Measurement Canada for meter installations and measurements standards.

### **3.12 Final Meter Reading**

When a service is no longer required, the Customer or Consumer shall provide sufficient notice of the date the service is to be discontinued so that ENERCAN can obtain a final meter reading as close as possible to the final reading date. The Customer or Consumer shall provide access to

ENERCAN or its agents for this purpose. If a final meter reading is not obtained, the Consumer shall pay a sum based on an estimated demand and/or energy for electricity used since the last meter reading, as determined by ENERCAN.

3.12.1 Final meter reads for the purpose of performing a service transfer from one retailer to another shall be done in accordance with the Retail Settlements Code section 10.5.1.

### **3.13 Faulty Registration of Meters**

Metering electricity usage for the purpose of billing is governed by the federal Electricity and Gas Inspection Act and associated regulations, under the jurisdiction of Measurement Canada, Industry Canada. ENERCAN's revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act.

In the event of incorrect electricity usage registration, ENERCAN will determine the correction factors based on the specific cause of the metering error and the Consumer's electricity usage history. The Consumer shall pay for all the electricity supplied a reasonable sum based on the reading of any meter formerly or subsequently installed on the premises by ENERCAN, due regard being given to any change in the characteristics of the installation and/or the demand. If Measurement Canada, Industry Canada determines that the Consumer was overcharged, ENERCAN will reimburse the Consumer for the amount incorrectly billed.

If the incorrect measurement is due to reasons other than the accuracy of the meter, such as incorrect meter connection, incorrect connection of auxiliary metering equipment, or incorrect meter multiplier used in the bill calculation, the billing correction will apply for the duration of the error.

ENERCAN will correct the bills for that period in accordance with the regulations under the Electricity and Gas Inspection Act.

### **3.14 Meter Dispute & Testing**

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Customer or Consumer and ENERCAN without resorting to the meter dispute test.

Either ENERCAN or the Customer or Consumer may request the service of Measurement Canada to resolve a dispute. If the Customer or Consumer initiates the dispute, ENERCAN will charge the Customer or Consumer a meter dispute fee if the meter is found to be accurate and Measurement Canada rules in favor of the utility.

3.15.1 Meter errors resulting in a dispute request by the customer or ENERCAN will be dealt with according to Measurement Canada Standards.

### **3.15 Tariffs and Charges**

Charges for distribution services are made as set out in the Schedule of Rates available from ENERCAN. Notice of Rate revisions shall be published on the ENERCAN web site or through public release by the OEB. Information about changes will also be mailed to all

Consumers with the first billing issued at revised rates.

3.15.1 Service and Connection Fees shall apply to all new electrical service connections.

3.15.2 Service and Connection Fees shall also apply where an upgrade to an electrical service requires equipment upgrades to accommodate the change.

### **3.16 Energy Supply**

3.16.1 ENERCAN is obligated to provide Standard Service Supply (SSS) to customers connected to its distribution system according to the requirements of the Standard Service Supply Code and the Retail Settlements Code.

3.16.2 Electrical Energy rates for Standard Service Supply (SSS) customers of ENERCAN shall be in accordance with the requirements of the relevant codes and the rate schedule approved by the Ontario Energy Board.

3.16.3 ENERCAN shall provide Standard Service Supply to any customer connected to its distribution system that has:

- a) Not advised ENERCAN in writing that the customer does not wish to be supplied with SSS electrical energy from ENERCAN;
- b) Has requested in writing to be supplied with SSS electrical energy from ENERCAN, and
- c) Is purchasing electrical energy from a retailer and the retailer is unable to sell electricity to the customer.

### **3.17 Equipment Deposits & Agreements**

Where an owner proposes the development of premises that requires ENERCAN to place orders for equipment for a specific project and before actual construction begins, the owner is required to sign the necessary Connection Agreement and furnish a suitable deposit before such equipment is ordered by ENERCAN. An irrevocable (standby) letter of credit from a financial institution acceptable to ENERCAN and in a form acceptable to ENERCAN is acceptable in lieu of a cash deposit.

### **3.18 Customer Security Deposits**

3.18.1 ENERCAN security deposit policy shall include, at a minimum, the following:

A list of all potential types/forms of security accepted;

A detailed description of how the amount of security is calculated;

Limits on amount of security required;

The planned frequency, process and timing for updating security;

Criteria consumers or customers must meet to have security deposit waived and/or returned; and



Methods of enforcement where a security deposit is not paid.

- 3.18.2 Whenever required by ENERCAN including, but not limited to, as a condition of supplying or continuing to supply Distribution Services, Consumers and Customers shall provide and maintain security in an amount that ENERCAN deems necessary and reasonable.
- 3.18.3 ENERCAN will not discriminate among customers with similar risk profiles or risk related factors except where expressly permitted under the Distribution System Code.
- 3.18.4 ENERCAN may require a security deposit from a customer or consumer who is not billed by a retailer under retailer-consolidated billing unless the customer or consumer has a good payment history of 1 year in the case of a residential customer, 5 years in the case of a non-residential customer or consumer in a <50 kW demand rate class, or 7 years in the case of a non-residential customer or consumer in any other rate class.
- 3.18.5 ENERCAN shall provide the customer or consumer with the specific reason for requiring a security deposit.
- 3.18.6 The security deposit may be waived based on the following criteria:

- (a) The Consumer or Customer has a good payment history based on the most recent customer history with some portion in the most recent 24 months, during which time the Consumer or Customer had no more than one (1) notice of disconnection;

AND

Had no more than one (1) payment returned for insufficient funds (“NSF”);

AND

Had no disconnect/collection trip.

- 3.18.7 The minimum time period for good payment history is as follows:

Residential -	1 year
Non-residential -	<50 kW demand rate class - 5 years
All other classes -	7 years

**Or**

The Consumer or Customer provides a letter from another electricity or gas distributor in Canada confirming good payment history. The letter must contain information consistent with the good payment criteria described in this document.

**Or**

The Consumer or Customer (other than those in a >5000 kW demand rate class) provides a satisfactory credit check at its expense. The acceptable Equifax Credit scores are as follows:

Residential - Consumer Score of 700 or greater  
Business - Commercial Score of 20 or lower

**Or**

Residential account deposits may be waived where the Consumer or Customer enrolls in the ENERCAN Toronto Hydro's pre-authorized payment plan and supplies at least two pieces of identification information, provided that a deposit will be required if the pre-authorized payment plan is cancelled.

**Or**

The customer is a bulk-metered residential condominium as defined in the Condominium Act, 1998 and has provided ENERCAN with a signed declaration attesting to their legal status as a residential condominium corporation.

**Note:** In the above case, the commodity price used to calculate the deposit shall be the same as the price used by the IESO for the purpose of determining maximum net exposures and prudential support obligations for market participants other than distributors, low-volume Consumers and designated Consumers.

- 3.18.8 Where no deposit is on file or there is a deposit that does not meet the maximum amount, and the Consumer or Customer meets the good payment history criteria but does not meet the time frame, a new or increased deposit amount will not be added.
- 3.18.9 ENERCAN will provide advance public notice of any changes to its Security Deposit policy. Notice shall be, at a minimum, provided to each customer or consumer by means of a note on and/or included with the customer's or consumer's bill.
- 3.18.10 If any of the preceding events occur due to an error by ENERCAN or another sub-meterer, the customer's or consumer's good payment history shall not be affected.
- 3.18.11 The maximum amount of a security deposit which ENERCAN may require a customer or consumer to pay shall be calculated in the following manner:
- (a) billing cycle factor x estimated bill based on the customer's or consumer's average monthly load with the unit sub-meterer during the most recent 12 consecutive months within the past two years, and
  - (b) where relevant usage information is not available for the customer or consumer for 12 consecutive months within the past two years, or where ENERCAN does not have systems capable of making the above calculation, the customer's or

consumer's average monthly load shall be based on a reasonable estimate made by ENERCAN.

- 3.18.12 Despite where a non-residential customer or consumer in any rate class other than a < 50 kW demand rate class has a credit rating from a recognized credit rating agency, the maximum amount of a security deposit which ENERCAN may require the non-residential customer or consumer to pay shall be reduced in accordance with the following table:

Credit Rating (Using Standard and Poor's Rating Terminology)	Allowable Reduction in Security Deposit
AAA- and above or equivalent	100%
AA-, AA, AA+ or equivalent	95%
A-, From A, A+ to below AA or equivalent	85%
BBB-, From BBB, BBB+ to below A or equivalent	75%
Below BBB- or equivalent	0%

- 3.18.13 For the purposes of calculating the estimated bill for a low-volume or designated consumers who is billed under SSS or distributor-consolidated billing, the price estimate used in calculating competitive electricity costs shall be the same as the price used by the IESO for the purpose of determining maximum net exposures and prudential support obligations for distributors, low-volume consumers and designated consumers. For the purpose of calculating the estimated bill for all other customers or consumers billed under SSS or distributor-consolidated billing, the price estimate used in calculating competitive electricity costs shall be the same as the price used by the IESO for the purpose of determining maximum net exposures and prudential support obligations for market participants other than distributors, low-volume consumers and designated consumers.

- 3.18.14 The billing cycle factor is:

- (a) 2.5 if the customer or consumer is billed monthly;
- (b) 1.75 if the customer or consumer is billed bi-monthly, and
- (c) 1.5 if the customer or consumer is billed quarterly.

- 3.18.15 Where a customer or consumer has a payment history which discloses more than one disconnection notice in a relevant 12-month period, ENERCAN may use that customer's or consumer's highest actual or estimated monthly load for the most recent 12 consecutive months within the past 2 years for the purposes of making the calculation of the maximum amount of security deposit.

- 3.18.16 The form of payment of a security deposit for a residential customer or consumer shall be cash or cheque at the discretion of the customer or consumer, or such other form as is acceptable to ENERCAN.

- 3.18.17 The form of payment of a security deposit for a non-residential customer or consumer shall be cash, cheque or an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, 1991, c.46 at the discretion of the customer or consumer. ENERCAN may also accept other forms of security such as surety bonds and third party guarantees.
- 3.18.18 ENERCAN shall permit the customer or consumer to provide a security deposit in equal installments paid over six months. A customer or consumer may, in its discretion, choose to pay the security deposit over a shorter time period.
- Note: The electricity service is subject to disconnection when over fifty percent of the security deposit remains unpaid or a payment arrangement is not honoured.
- 3.18.19 Interest shall accrue monthly on security deposits made by way of cash or cheque commencing on receipt of the total deposit required by ENERCAN.
- 3.18.20 The interest rate shall be at the Prime Business Rate as published on the Bank of Canada website less 2 percent, updated quarterly.
- 3.18.21 The interest accrued shall be paid out at least once every 12 months or on return or application of the security deposit or closure of the account, whichever comes first, and may be paid by crediting the account of the customer or consumer or otherwise.
- 3.18.22 ENERCAN shall review every customer's or consumer's security deposit at least once in a calendar year to determine whether the entire amount of the security deposit is to be returned to the customer or consumer as the customer or consumer is now in a position that it would be exempt from paying a security deposit had it not already paid a security deposit, or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.
- 3.18.23 Where it is determined that all or part of the deposit is no longer required, the account will be credited with the amount of the deposit plus accumulated interest.
- 3.18.24 Where it is determined that a deposit needs to be adjusted upward, the amount of the deposit will be added to the next regular bill and is payable by the due date of that bill. As with all outstanding balances payment arrangements that are satisfactory to ENERCAN may be made.
- 3.18.25 A customer or consumer may, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, demand in writing that ENERCAN undertake a review to determine whether the entire amount of the security deposit is to be returned to the customer or the consumer, as the customer or consumer is now in a position that it would be exempt from paying a security deposit, had it not already paid a security deposit, or whether the

amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.

- 3.18.26 Where ENERCAN determines in conducting a review that some or all of the security deposit is to be returned to the customer or consumer, ENERCAN shall promptly return this amount with interest to the customer or consumer by crediting the customer's or consumer's account.
- 3.18.27 If after review it is determined that the deposit needs to be adjusted upward, the amount required to bring the deposit up to date will be added to the next regular bill and is payable by the due date of that bill. As with all outstanding balances payment arrangements that are satisfactory to ENERCAN may be made.
- 3.18.28 In the case of a customer or consumer in a > 5000 kW demand rate class, where the customer or consumer is now in a position that it would be exempt from paying a security deposit had it not already paid a security deposit, ENERCAN is only required to return 50% of the security deposit held. Where ENERCAN determines in conducting a review that the maximum amount of the security deposit is to be adjusted upward, ENERCAN may require the customer or consumer to pay this additional amount at the same time as that customer's or consumer's next regular bill comes due.
- 3.18.29 ENERCAN shall promptly return any security deposit received from the customer or consumer upon closure of the customer's or consumer's account, subject to ENERCAN's right to use the security deposit to set off other amounts owing by the customer or consumer to ENERCAN. The security deposit shall be returned within six weeks of the closure of an account.
- 3.18.30 ENERCAN shall apply a security deposit to the final bill prior to the change in service where a customer or consumer changes from SSS to a retailer that uses retailer-consolidated billing, or a customer or consumer changes billing options from distributor-consolidated billing to split billing or retailer-consolidated billing. ENERCAN shall promptly return any remaining amount of the security deposit to the customer or consumer. ENERCAN shall not pay any portion of a customer's or consumer's security deposit to a retailer. Where a change is made from distributor-consolidated billing to split billing, ENERCAN may retain a portion of the security deposit amount that reflects the non-payment risk associated with the new billing option.
- 3.18.31 Where all or part of a security deposit has been paid by a third party on behalf of a customer or consumer, ENERCAN shall return the amount of the security deposit paid by the third party, including interest, where applicable, to the third party. This obligation shall apply where and to the extent that:

The third party paid all or part (as applicable) of the security deposit directly to ENERCAN;

The third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that ENERCAN return all or part (as applicable) of the security deposit to it rather than to the customer or consumer; and

There is not then any amount overdue for payment by the customer or consumer that ENERCAN is permitted to off set using the security deposit

### **3.19 Billing**

ENERCAN may, at its option, render bills to its Customers on either a monthly, every two months, quarterly or annual basis. Bills for the use of electrical energy may be based on either a metered rate or a flat rate, as determined by ENERCAN.

The Customer may dispute charges shown on the Customer's bill or other matters by contacting and advising ENERCAN of the reason for the dispute. ENERCAN will promptly investigate all disputes and advise the Customer of the results.

All billing activities performed by ENERCAN will be in accordance with the Retail Settlements Code and all other relevant Codes.

### **3.20 Payments and Late Payment Charges General**

Bills are rendered for energy services provided to the Consumer. Bills are payable in full by the due date; otherwise, overdue interest charge will apply.

Where a partial payment has been made by the Consumer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date. In the event of partial payment by a Customer, payments shall be allocated by the portions of the bill covering competitive and non-competitive electricity costs based on the ratios of the amount billed for competitive and non-competitive costs.

Outstanding bills are subject to the collection process and may ultimately lead to the service being discontinued. Service will be restored once satisfactory payment has been made.

Discontinuance of service does not relieve the Customer of the liability for arrears.

ENERCAN shall not be liable for any damage on the Customer's premises resulting from such discontinuance of service, except for physical damage to facilities arising directly from ENERCAN's entry on the property. A reconnection charge will apply where the service has been disconnected due to non-payment.

The Customer will be required to pay additional charges for the processing of non-sufficient fund (N.S.F.) cheques.

Customers will be required to pay special charges, on request, which may arise from a variety of conditions such as:

Transfer Charge.	A change of occupancy charge will apply to all accounts taken over by a new Consumer.
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**Collection Charge.** It is sometimes necessary, for the Customer's convenience, for an ENERCAN employee to visit a Consumer's premises to collect payment for an account. There will be a charge for this service.

**Reconnection Charge.** A Consumer or Customer disconnected for nonpayment shall be required to pay a reconnection fee.

### **3.21 Payment Terms and Late Payment Charges Detailed**

The ENERCAN Billing is based on a 30 day cycle with meter readings taking place on day 30. Bill processing begins day 1 of the new period, with validation, printing and mailing to be completed by day 3. Any bill information requiring a validation, edit or estimate (VEE) will be processed and mailed by day 5.

Payment Terms are net 15 days. Customers are expected to issue payment by day 15

Payment is expected to be received no later than day 20 to allow for mailing and bank processing of electronic payments.

#### **Late Payment Charges**

In the event payment is not received by day 20, interest charges of 1.8% will begin. Day 21 the First Reminder Notice will be processed and mailed to the Customer. If payment has not been received by day 28 the Second Notice will be processed and mailed to the Customer.

In the event payment has still not been received by day 35 a Disconnection Notice will be issued by registered mail and hand delivered to the Customer indicating if full payment of the amount owing (including additional charges) is not paid in full immediately that electricity will be disconnected on day 35 + 7.

Note: ENERCAN reserves the right to adjust this cycle dependent of obligations, system and site conditions.

### **3.22 Disconnection**

3.22.1 ENERCAN reserves the right to disconnect service for reasons not limited to:

- Contravention of the laws of Canada or the Province of Ontario, including the Ontario's Electrical Safety Code".
- A material adverse effect on the reliability and safety of the Distribution System.
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the Distribution System.
- A material decrease in the efficiency of the Distribution System.
- A materially adverse effect on the quality of distribution services received by an existing connection
- Inability of ENERCAN to perform planned inspections and maintenance.

- Failure of the Consumer or Customer to comply with a directive of ENERCAN that ENERCAN makes for purposes of meeting its obligations.
- Overdue amounts payable to ENERCAN including the non-payment of a security deposit.
- Electrical disturbance propagation caused by Customer equipment that is not corrected in a timely fashion
- Any other conditions identified in this Conditions of Service

3.22.2 ENERCAN may disconnect the supply of electricity without notice in accordance with a court order, or for emergency, safety or system reliability reasons.

### **3.23 Disconnection & Reconnection – Process and Charges**

Immediately following the due date, steps will be taken to collect the full amount of the electricity bill (as per ENERCAN Arrears Collection/Disconnection Policy – Appendix 4.3). If the bill is still unpaid twenty eight calendar days after the due date and seven calendar days after a disconnect notice has been given to the Customer, the service may be disconnected and not restored until payment arrangements satisfactory to ENERCAN have been made, including costs of reconnection. Such discontinuance of service does not relieve the Customer of the liability for arrears or other applicable charges for the balance of the term of contract, nor shall ENERCAN be liable for any damage to the Customer's premises resulting from such discontinuance of service, other than physical damage to facilities arising directly from entry on the Customer's property. Disconnect notices will be in writing and if sent by registered mail shall be deemed to be received upon delivery.

#### **Notwithstanding the foregoing:**

ENERCAN shall not shut off the supply of electricity to a property for non-payment as set forth above during such periods as may be prescribed by regulations under the *Electricity Act, 1998*.

Upon discovery that a hazardous condition or disturbance propagation (feedback) exists, ENERCAN will notify the Customer to rectify the condition at once.

### **3.24 Customer Information**

A third party who is not a retailer may request historical usage information with the written authorization of the Consumer to provide their historical usage information. ENERCAN will provide information appropriate for operational purposes that has been aggregated sufficiently, such that an individual's Consumer information cannot reasonably be identified, at no charge to another distributor, a transmitter, the IESO or the OEB. ENERCAN may charge a fee that has been approved by the OEB for all other requests for aggregated information.

Upon receiving an inquiry from a Consumer connected to its distribution system, ENERCAN will either respond to the inquiry if it deals with its own distribution services or provide the Consumer with contact information for the entity responsible for the item of inquiry, in accordance with chapter 7 of the Retail Settlement Code. An embedded distributor that



receives electricity from ENERCAN shall provide load forecasts or any other information related to the embedded distributor's system load to ENERCAN, as determined and required by ENERCAN. A distributor shall not require any information from another distributor unless it is required for the safe and reliable operation of either distributor's distribution system or to meet a distributor's licence obligations.

3.22.1 ENERCAN shall ensure that all customer information remains confidential. When exchange of information from ENERCAN to the customer is required, the exchange shall be in accordance with the requirements and processes set out in the Standard Service Supply Code, Retail Settlements Code, Affiliate Relationships Code, all other relevant codes.

3.22.2 The release of any customer information will require written authorization from the customer except as follows:

- a) The customer requests that the historical, consumer specific information be delivered directly to the customers service or billing address. This request can be performed on a verbal authorization.
- b) If a Retailer requests that a customer be transferred back to the Standard Service Supply of ENERCAN. This shall be performed in accordance with processes established in the Retail Settlements Code.
- c) When ENERCAN must transfer a customer back to the Standard Service Supply in the event of a payment default of the Retailer according to the requirements of the Retail Settlements Code.

## **Part 4 Appendices**

### **Appendix 4.1 ENERCAN Arrears Collection/Disconnection Policy**

#### **Arrears Collection/Disconnection Policy**

1. First Notice will be forwarded to client when account is 15 business days in arrears (date from when bill is mailed).
2. Second Notice will be forwarded to client 7 days after first notice if payment has not been received or arrangements for payment have not been made with Customer.
3. Disconnection Notice will be forward to client 7 days after Second Notice if payment has not been received or arrangements for payment have not been made with Customer Service.

Note: Failure to bring account current after Disconnection notice is issued will result in disconnection of services. Prior to resumption of services the following conditions will need to be fulfilled:

All amounts due for services rendered, accrued interest and all service charges must be paid.

Security deposit must be paid.

## **Appendix 4.2 ENERCAN Privacy Policy**

Your privacy is important to Hydro Connection Inc. (“ENERCAN”, “us” or “we”). Please read this privacy policy carefully to learn about what we do with your personal information.

We may change this policy by posting notice of the change on our website at [www.enercan.ca](http://www.enercan.ca). The revised policy will also be available from Customer Service.

### **Overview**

#### **4.2.1 What personal information does ENERCAN collect?**

We collect personal information both from you and from third parties, including the owners or managers of the building you live in. This information includes your name, address, telephone number(s), employer information and credit information. It may also include information about the number of persons in your household, your electricity consumption habits, and the payments you make for electricity consumption.

#### **4.2.2 Why does ENERCAN collect personal information?**

We have been charged with managing the electrical distribution system in the building you live in, including providing services designed to optimize the use of power, fairly allocate the costs of power usage among residents and other users in your building, bill for electricity usage, analyse usage and generate reports, issue invoices for electricity usage and collect payments. The personal information we obtain allows us to efficiently and effectively carry out our management tasks.

#### **4.2.3 How does ENERCAN use the personal information it collects?**

We set up electricity accounts that pertain to our “smart metering” system, allocate accounts to households and other users within your building, generate reports for the building owners or managers who have a need to know, collect payments for electricity usage and carry on other activities that relate to good management of the electrical distribution system in the building. We use the personal information we collect to establish, manage, or terminate our relationship with and to provide services and products to our customers, including issuing invoices, collecting and processing payments and fulfilling contractual obligations of both ENERCAN and the building owners or managers. We may use the personal information we collect as the basis for taking steps to improve our service and to improve the efficiency of the electricity distribution system in the building. We may ask you and others to join in focus groups and may use the personal information we have for the purpose of analysis of the findings of the focus groups.

#### **4.2.4 To whom does ENERCAN disclose personal information, and why?**

We may report electricity usage and payment for such usage to the building owners or managers and may, in the event of non-payment, disclose that fact to the relevant credit reporting agencies, electricity local distribution companies and others that have a legitimate interest in the building’s distribution system and its management. We may also disclose your personal information to:

A person who, in our reasonable judgement, is seeking information as your agent;  
e.g. your spouse or accountant

A company or individual employed by us to perform functions on our behalf or to assist us in the development, enhancement, marketing or provision of any ENERCAN products or services;

An agent used by us to evaluate your creditworthiness or to collect your account;

A legal, financial, insurance, or other advisor in connection with the operation of our business;

A third party in connection with the sale, merger or reorganization of all or part of our business or operation, only to the extent such disclosure is reasonably necessary for such third party to evaluate or close such business transaction, or in the case of disclosure to a third party advisor, only to the extent reasonably necessary for such third party advisor to perform its function as required or permitted by law;

A credit reporting agency;

A public authority or agent of public authority as required by law or if, in our reasonable judgement, it appears that there is imminent danger to life or property, and

A third party or parties where you consent to such disclosure or disclosure is required or permitted by law.

#### 4.2.5 What does ENERCAN do to protect personal information?

We are responsible for protecting personal information in our possession or custody or under our control, including personal information that has been transferred to, or received from a third party for processing or other purposes. We have appointed a Chief Privacy Officer to be accountable for compliance with this policy. The Chief Privacy Officer has implemented the following:

Procedures to protect personal information and to oversee our compliance with this policy;

Procedures to receive and respond to inquiries or complaints;

Training of our employees about this policy;

Making readily available to you specific information about our personal information policies and practices through our website at [www.enercan.ca](http://www.enercan.ca);

Maintaining security measures such as restricted access facilities and locked filing cabinets;

Using electronic security measures for computerized personal information such as password protection and personal identification numbers;

Using organizational processes such as limiting access to personal information to a selected group of individuals who have a need to know it, and

Maintaining contractual obligations with third parties who need access to personal information by requiring them to protect and secure the personal information.

4.2.6 What does ENERCAN do with my personal information when I move out of the building or am no longer a customer?

Once your personal information is no longer required to fulfill the identified purposes and is no longer required to be retained for legal or business purposes, it will be destroyed, erased, or made anonymous in a manner appropriate to the sensitivity of the information.

4.2.7 How can I learn more?

Upon request, our representatives collecting your personal information will explain the purposes for collection in further detail or refer you to a designated person within ENERCAN who shall explain the purposes. Unless required or permitted by law, ENERCAN will not use or disclose, for any new purpose, your personal information that has been collected without first identifying and documenting the new purpose and obtaining your consent.

4.2.8 Consent

Your knowledge and consent are commonly required for the collection, use and disclosure of your personal information for the identified purposes. In certain circumstances, however, we may collect, use or disclose personal information without your knowledge and consent. Such circumstances include:

If it is in your interests to do so and your consent cannot be obtained in a timely way, such as when you are seriously ill or mentally incapacitated;

If seeking your consent might defeat the purpose of collecting the information, such as in the investigation of a breach of an agreement or a contravention of a federal or provincial law;

If collection from a third party is necessary to verify the accuracy of the personal information we collect about you;

To a lawyer representing ENERCAN;

For the purpose of collecting a debt you owe to ENERCAN to comply with a subpoena, warrant, court order or government order under applicable legislation, and

As may otherwise be required or authorized by law.

#### 4.2.9 Withholding of Consent

We will not, as a condition of supplying a product or service to you, require you to consent to the collection, use or disclosure of personal information for purposes beyond those that are necessary for us to supply our services. However, if you refuse to provide the level of consent required for the supply of service, we will not be able to provide the service. This may mean that electrical power may not be delivered to your unit.

You may withdraw your consent at any time upon reasonable notice. By doing so, however, our ability to continue to provide you with services might be hindered or even made impossible. To withdraw consent, you should contact our

Chief Privacy Officer by telephone at 1-888-470-2565. Upon receiving notice of withdrawal, we will again inform you of the consequences of your withdrawal of consent.

#### 4.2.10 Right to access your Personal Information

If you wish to access your personal information that we have in our files, or to receive information about how we have used it and to whom we have disclosed it, we will provide you that information at a reasonable charge. However, we may not be able to allow you such access if your access would likely reveal personal information about a third party, could reasonably be expected to threaten the life or security of another individual, if it would reveal confidential information or information which is protected under solicitor-client privilege, or if there are other circumstances recognized by law.

You may seek access to your personal information by calling our Chief Privacy Officer at 1-888-470-2565.

#### 4.2.11 Challenging Compliance

If you have any questions, comments, concerns, or complaints about our compliance with this policy or applicable privacy legislation, you should contact our Chief Privacy Officer. The Privacy Officer is required to investigate all complaints and report on his findings to the President of ENERCAN. If a complaint is found to be justified, we will take appropriate measures to resolve the complaint including, if appropriate, amending our policies and procedures. We will inform you in writing of the outcome of the investigation.

### Appendix 4.3 ENERCAN Standard Service Charges

ENERCAN has adopted the standard charges as defined by The Ontario Energy Board for the following services.

Service	Description	Charge
Duplicate invoices for previous billing	Request is for single or multiple bills that have already been mailed and the customer is requesting another copy.	\$15.00 per bill
Returned Cheque	Fee for cheque returned due to insufficient funds.	\$40.00
Account Set-Up (existing building)	For establishing a new energy account with ENERCAN.	\$25.00
Account Set-Up (new building and connection)	For establishing a new energy account and connection with ENERCAN.	\$450.00
Special Meter Reads	When a customer requests a meter reading outside the normal business hours or to validate an existing meter reading that ENERCAN has previously confirmed is correct.	\$50.00
Collection of Account(Field Collection Charge)	This charge applies when a 7-day disconnection notice is delivered to a customer for an outstanding account. A collection of payment may or may not take place at this time. OR When we need to dispatch a field agent to the service location to collect a payment on a customer's request.	\$50.00
Disconnect/Reconnect at meter during regular hours	Upon disconnection of a metered service based on a customer request, or upon the request for reconnection of a meter that was previously disconnected for arrears during regular hours.	\$85.00
Disconnect/Reconnect at meter after regular hours	Upon disconnection of a metered service based on a customer request, or upon the request for reconnection of a meter that was previously disconnected for arrears after regular hours.	\$285.00
Disconnect/Reconnect at pole during regular hours	Upon disconnection at the hydro pole based on a customer request or the reconnection of service at the pole that was disconnected for arrears during regular hours.	\$385.00
Disconnect/Reconnect at	Upon disconnection at the hydro pole based on a	\$685.00

pole after regular hours	customer request or the reconnection of service at the pole that was disconnected for arrears after regular hours.	
Meter dispute charge plus Measurement Canada fees (if meter found correct)	Charge associated with a customer request to have Measurement Canada conduct a third party meter accuracy or billing dispute test, only levied when the meter that they feel defective is found to be measuring correctly, or if the billing in dispute is correct.	\$50.00



## Appendix 4.4 ENERCAN Collection/Disconnection Notices

### FORM ONE – First Reminder Notice

\_\_\_\_\_ 20\_\_\_\_\_

Address

#### FIRST REMINDER NOTICE

Re: Account # \_\_\_\_\_

Dear \_\_\_\_\_

According to our records, your account, has an outstanding balance of \$\_\_\_\_\_ as of the date on this letter. If your payment and this notice have crossed in the mail, please accept our thanks.

If payment cannot be made immediately in our office please contact one of our Customer Service Representatives at 1-877-907-6937 to make suitable payment arrangements by \_\_\_\_\_, \_\_\_\_\_ in order to avoid further collection activity which may include the collection of a security deposit and a possible negative reporting on your credit bureau report (please see note).

If payment or payment arrangement is not made by the date mentioned above and a Hand Delivered Notice is required you will be subject to a \$20 charge per notice (plus GST).

Note: Under the Security Deposit Policy mandated by the Ontario Energy Board should you receive 2 Notices, or a collection visit, ENERCAN will be required to collect a security deposit to be held against your account.

Thank you for your prompt attention to this matter.

\_\_\_\_\_, Customer Service Representative

**FORM TWO – Second Reminder Notice**

\_\_\_\_\_ 20\_\_\_\_\_

Address

**SECOND REMINDER NOTICE**

Re: Account # \_\_\_\_\_

Dear \_\_\_\_\_

According to our records, your account, has an outstanding balance of \$\_\_\_\_\_ as of the date on this letter. If your payment and this Second Notice have crossed in the mail, please accept our thanks.

If payment cannot be made immediately in our office, please contact one of our Customer Service Representatives at 1-877-907-6937 to make suitable payment arrangements no later than \_\_\_\_\_.

If payment or payment arrangements are not made by the date mentioned above you will receive a Disconnection Notice after which your service will be disconnected at your cost.

Further collection activity which may include a derogatory report to the credit bureau will also take place.

Please Note: This is your second notice. As a result you will be receiving by registered mail a letter regarding providing ENERCAN with a Security Deposit.

Thank you for your attention to this matter.

\_\_\_\_\_, Customer Service Representative

**FORM THREE – Security Deposit Letter**

\_\_\_\_\_ 2013

Address

Re: Security Deposit/Increased Security Deposit Applied to Account

Account # \_\_\_\_\_

Dear \_\_\_\_\_

Security Deposits/Increased Security Deposits are required on all accounts that meet the following conditions:

2 Reminder Notices

2 NSF payments

1 Collection Visit

OR, a combination of 2 of the above during a 12 month period.

Due to the collection activity that has occurred on your account, ENERCAN will be collecting a Security Deposit/Increase the Security Deposit as legislated by the Ontario Energy Board.

The new/increased Security Deposit of \$\_\_\_\_\_ has been added to your account based on two and a half times your average monthly utility invoice for the above mentioned address.

The new/increased deposit will be added equally over the next four invoices. Failure to pay each installment of the security deposit will result in immediate disconnection of service with no further notice.

Security Deposits will be held for 1 year for residential accounts, five years for commercial accounts and seven years for industrial accounts as mandated by the Ontario Energy Board providing no further collection activity occurs on your account during this time period.

Should you have any questions regarding the Security Deposit or the Increased Security Deposit, please contact our Customer Service Department at 1-877-907-6937.

Should you have questions regarding the standardized Security Deposit Program mandated by the Ontario Energy Board, please call 1-877-632-2727.

Yours truly,

Paul Jemmett, President

**FORM FOUR – Disconnection Notice**

\_\_\_\_\_ 2013

Address

**DISCONNECTION NOTICE**

Re: Account # \_\_\_\_\_

Dear \_\_\_\_\_

According to our records, your account, has an outstanding balance of \$\_\_\_\_\_ as of the date on this letter. If your payment and this notice have crossed in the mail, please contact our office immediately at 1-877-907-6937 to speak to a Customer Service Representative.

You have been sent two Reminder Notices and payment has not yet been received. If payment is not received in full on or before (Date above + 7 days) \_\_\_\_\_ you will be disconnected with no further notice.

Please contact our Customer Service Department at 1-877-907-6937 immediately upon receipt of this letter in order to avoid disconnection.

Thank you for your attention to this matter.

Yours truly,

Paul Jemmett, President

**FORM FIVE – Payment Arrangement Confirmation**

\_\_\_\_\_ 2013

Address

**PAYMENT ARRANGEMENT CONFIRMATION**

Dear \_\_\_\_\_

We are writing to confirm the arrangements you have made to pay your outstanding utility bill. You have committed to pay the following amounts on the dates listed below:

Account # \_\_\_\_\_

Pay Arrangement Reference Number \_\_\_\_\_

Amount Due \_\_\_\_\_

Day of Week	Due Date	Amount Due	Comments
Friday	8 May 07	\$_____	Payments over next four months – Postdated Cheques

If these commitments are not what you agreed to, please call our office upon receipt of this notice at \_\_\_\_\_.

In the event that payment is not received in this office by the date specified above, your service will be disconnected with no further notice and payment in full of the account balance will be required immediately.

Please Note: Under the Security Deposit Policy mandated by the Ontario Energy Board should you receive 2 Notices, or a collection visit ENERCAN will be required to collect a security deposit to be held against your account.

Thank you for your prompt attention to this matter.

\_\_\_\_\_, Customer Service Representative

**FORM SIX – Notice of Non Sufficient Funds**

\_\_\_\_\_ 20\_\_\_\_

Address

**NOTICE OF NON SUFFICIENT FUNDS (NSF)**

Dear \_\_\_\_\_

ENERCAN is been advised by our financial institution that there were NSF available to cover payment received for your outstanding utility bill (date of payment NSF received). Please forward a certified cheque or money order immediately for the amount due to bring your account current.

ENERCAN Account # \_\_\_\_\_

NSF Amount \_\_\_\_\_

NSF Charge \_\_\_\_\_

Amount Due \_\_\_\_\_

Please Note: Under the Security Deposit Policy mandated by the Ontario Energy Board should you receive; 2 Reminder Notices  
2 Notices for NSF payments  
1 Collection Visit  
OR, a combination of 2 of the above during a 12 month period,  
ENERCAN will be required to collect a security deposit to be held against your account.

Thank you for your prompt attention to this matter.

\_\_\_\_\_, Customer Service Representative