



Six Nations
Natural Gas

Conditions of Service

February 2020

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Forward

Six Nations Natural Gas (the Gas Company) is a distributor of natural gas. It supplies natural gas energy to the Six Nations of the Grand River Territory and the Mississaugas of the New Credit First Nation. We are committed to serving our customers in a safe, reliable and efficient manner.

This document, 'Conditions Of Service', has been prepared and updated to explain the current conditions which govern our service, in summary form. **It is a living document**, as such, the Gas Company reserves the right to alter and amend the conditions herein described, from time to time, as we deem necessary, or as conditions change, in order to conduct our business, in a safe manner.

These conditions do not supersede any terms and conditions agreed to in our contracts to supply natural gas to our customers.

February, 2020

1. ABOUT OUR GAS SERVICES

1.1 Quality of Natural Gas

The gas delivered shall be natural gas or its equivalent, from our source of supply. It shall:

- be metrically measured in terms of cubic meters by volume
- have a minimum heating value of 36 megajoules per cubic meter
- be free from objectionable matter
- have an odourant in solution with it, for the determination of gas leaks should they occur.

1.2 Gas Distribution Interruptions

Gas distribution may be curtailed or stopped if the supply of natural gas is jeopardized due to, but not limited to, the following situations

- an actual or threatened shortage of natural gas beyond our control
- when required because of curtailment or restrictions ordered by authorized government authorities
- delivery problems as a result of the supplier of natural gas to Six Nations Natural Gas.

We do not assume any liability for any loss of production or for any damage whatsoever due to curtailment or discontinuance or because of the length of advance notice given that directs that curtailment or discontinuance.

1.3 Limitations of Liability

Six Nations Natural Gas shall use all care and due diligence to furnish sufficient natural gas energy, however we assume no liability for damages or loss resulting from any failure of supply.

2. INITIATION OF SERVICE

2.1 Main Extensions

Six Nations Natural Gas will extend its gas main within our franchise area to serve new customers when:

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

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

2.2 Service Line Installations

Service lines will be installed provided that:

- an estimate has been done by a Gas Company employee to determine the cost of the installation
- the site of the service line installation is within our franchise area
- the requested hourly volume is available in accordance with the required supply pressure
- there is adequate gas supply to provide the service
- any necessary main extension can be justified with our line extension practice
- a minimum deposit of 50% of the estimate has been made along with 12 postdated cheques to cover the balance and a 1.5% monthly interest charge at the time of signing a contract.

For service line installation requests outside of Six Nations Natural Gas franchise area, potential customers will require approval from the regulated utility that holds the franchise of the area and pay the cost of installation in full upon signing a contract.

2.3 Customer Costs

Gas Service lines extending from the gas main to the meter location will be installed according to current natural gas codes as regulated by the Technical Standards and Safety Authority. Customers are charged for the service based on the following:

- all materials used from the property line to the point where the meter set is installed
- labour rates which include the cost of transportation, set up, clean up and initial safety inspection
- any charges related to the installation of the meter beyond our approved location
- the cost of any contract work, if required
- **for commercial and industrial customers**, the cost of the gas regulator at the meter installation and the cost of an emergency shut off valve if required.

2.4 Relocation of Service Lines

If a customer requires a service line to be relocated or extended at a later date, they will be charged for material and time. Depending on the nature and requirement of the extension, a new service line may be required from the gas main.

Six Nations Natural Gas reserves the right to make changes, extensions or replacements of the existing service lines. There may or may not be a charge to the customer depending on the circumstance.

2.5 Customer Piping

2.5.01 Customer Responsibilities

It is the customer's responsibility and expense to equip their premises with all piping and attachments from the meter to the appliances and equipment used. Prior to allowing natural gas to flow past the meter into the customer's premises, Six Nations Natural Gas **must approve** all internal piping, fittings and appliances. Once approval is given, it is the customer's responsibility to maintain the piping and equipment.

2.5.02 Ontario Regulation 212/01 – Gaseous Fuels

Piping and fittings shall be installed and maintained in accordance with Ontario Regulation 212/01 – Gaseous Fuels, as amended from time to time.

2.5.03 Discontinuance of Gas Service

Six Nations Natural Gas reserves the right to discontinue gas service at any time should we find defective or unsafe conditions on:

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

2.6 Customer Notifications and Maintenance

2.6.01 Line Locate Requests

Prior to any digging in and around the outside environment where a gas line may be located, the customer or their agent is required to contact **Ontario One Call at 1-800-400-2255** for a line locate request. Locates are a no-charge service to the customer.

2.6.02 Gas Leaks

If there is a leakage or escape of gas on the customer's premises, the customer **must notify** Six Nations Natural Gas immediately. Notification can be done at any time during the 24-hour day. The number to call is **519-445-4213**.

There is no cost for a gas leak detection call. However, if it is found the appliance requires work, the customer will be charged for parts and labour. If the appliance is under warranty, the responding gas technician will inform the customer as such and shut off the appliance until the gas technician the customer initially used, can look at it so that the warranty is not voided.

2.6.03 Equipment Maintenance

Customers should ensure their chimney or natural gas equipment venting systems are clean and clear of all obstructions.

Customers should ensure there is no build-up of snow or ice over the meter installation in the winter. If they are unsure of how to keep the meter set up free of snow or ice, they are to contact Six Nations Natural Gas.

Unless damage or injury can be traced to our negligence Six Nations Natural Gas is not responsible for any injury or damage that occurs because of the escape of natural gas or products of natural gas combustion from building piping, venting systems or appliances on the customer's side of the meter set up.

2.7 Meters and Meter Location

Six Nations Natural Gas will furnish each customer with a meter of a size and type that will adequately serve the customer's requirements. The meter will measure the gas supplied.

Meters are the property of Six Nations Natural Gas only. We reserve the right to inspect, remove or replace these meters as we deem necessary or in accordance with the rules, regulations, ordinances and codes that are applicable to Six Nations Natural Gas.

Meters will be located near a building taking into consideration the following:

- safety
- distribution facilities and other underground utility assets
- building structural design
- landscaping
- accessibility and safety for meter reading and servicing.

Only an authorized agent of Six Nations Natural Gas will be permitted to connect, disconnect, place a lock on, or remove a lock that has been placed on our meters, regulators or gauges.

For their own safety, customers are not allowed to tamper with or in any way alter or interfere with our meters, regulators or gauges. If this has been found to be the case, **the meter will be removed** without notice.

Customers are responsible for protecting all metering equipment necessary for the supply of natural gas and for keeping it accessible at all times. Customers **must not** tie family pets to the meter riser or external piping. Customers will be held responsible for any loss or damage beyond ordinary wear and tear and will pay Six Nations Natural Gas the cost of necessary repairs or replacements.

Unless damage can be traced to our negligence, Six Nations Natural Gas is not responsible for damages caused by the freezing of water pipes, water heaters and hot water systems in a customer's premises.

2.8 Delivery and Use of Natural Gas

The delivery of natural gas by Six Nations Natural Gas to a customer and the customer's use of the natural gas delivered, constitute a contract subject to these conditions and provisions even if a contract has not been signed.

2.8.1 Delivery

Six Nations Natural Gas will deliver natural gas to the outlet of our meter located at or near the point of connection to the customer's facilities. At that point, all natural gas delivered will be deemed purchased by the customer and become the customer's property.

2.8.2 Customer's Ownership

All gas passing through the meter, whether it is consumed, lost through leaks in pipes, apparatus, or stored within the customer's system as a result of a pressure test, is the customer's responsibility and the customer shall pay for the gas at current rates.

2.8.3 Non-Contract Sales

Any natural gas sold to non-contract customers at excel pressure shall be sold by the cubic meter and corrected to a base temperature and pressure.

2.9 Inspection of New Installations

Six Nations Natural Gas Company Limited is governed by the rules and regulations of the Technical Standards and Safety Authority (www.TSSA.org). As such, all inspections shall conform to the Technical Standards and Safety Act of the Province of Ontario and regulations made under the Act.

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

- where a premise has been connected to a supply of natural gas for the first time
- in accordance with the requirements of the Technical Standards and Safety Act and the regulations made under the Act
- or from time to time as deemed necessary by Six Nations Natural Gas Company due to notification.

If an inspection reveals that repairs or adjustments are required, the customer will be advised. The equipment / appliance in question will be tagged and gas service may be temporarily terminated until corrections / repairs are made by a licensed gas technician.

If a pressure test reveals a leak within the premises, the customer will allow the Six Nations Natural Gas technical representative access to the premises for further inspection. If the representative is not allowed access, a lock will be placed on the meter until a representative is allowed access.

3. MAINTENANCE OF SERVICE

3.1 Customer Service Policy Statement

Six Nations Natural Gas provides its customers with specific and specialized services. The following services are provided free of charge:

- 24-hour, seven day a week emergency response
- underground gas line locates
- inspections mandated by applicable legislation.

3.2 Access to Premises

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

3.3 Testing Meters

Six Nations Natural Gas must follow the federal regulations as set out by Measurement Canada, with regards to natural gas measurement.

Six Nations Natural Gas will test meters when necessary, or:

- upon a customer request
- when required in accordance with legislative requirements.

If there is a dispute between the customer and Six Nations Natural Gas over meter accuracy, the test process must be initiated through Measurement Canada to maintain the independence of the dispute process. This requires the disputing party to contact Measurement Canada directly.

If a customer requests a meter accuracy check, there will be an initial deposit of \$100.00 to be paid by the requesting customer. This is to cover the costs should the meter meet regulated accuracy requirements. This is to cover the cost for meter removal and testing. This will be in addition to any Industry Canada inspection fees.

If the meter in question is found to be inaccurate, the deposit will be returned by a credit issued to the customer. If there is no fault to the meter, the customer will not be given the deposit back.

3.4 Resale Prohibition

Natural gas shall not be resold or redistributed directly or indirectly by the customer. This is pursuant to the definitions of those terms in the Ontario Energy Board Act.

4. CUSTOMER CARE

4.1 Contracts

As of 2000, all customers of Six Nations Natural Gas will sign a contract. Prior to that year, not all customers of Six Nations Natural Gas have entered into a signed contract with Six Nations Natural Gas. This section applies to any customer that has not signed a contract with the Gas Company. For those customers that have entered into a Gas Sales Contract with Six Nations Natural Gas, the terms and conditions set out in that contract will supersede the information contained within this section.

All customer of Six Nations Natural Gas, whether they have signed a contract or not, are liable to pay for all gas supplied to their premises. They are to ensure for the safe custody of all Six Nations Natural Gas property.

4.2 Establishing an Account

4.2.01 Account Numbers

All customers have been assigned two account numbers. One account number is customer specific. It will remain with the customer despite moving locations. The other number is locations specific. That number will change if and when a customer moves locations.

4.2.02 Notification of Premises Possession

Customers should notify Six Nations Natural Gas before they take possession of a new home. This is regardless of whether they are new customers or moving from an existing Six Nations Natural Gas account. New customers are to sign a contract with Six Nations Natural Gas that explains the terms and conditions of delivery and sale of natural gas. This contract is in effect until delivery of natural gas is discontinued.

4.2.03 Security Deposit

If a new customer is a tenant, they may be required to provide a security deposit which will be estimated from the usage of natural gas for two of the coldest months of a year and the cost of current natural gas prices. If a tenant can arrange for a current

customer of Six Nations Natural Gas whose account is in good standing **and** owns their own home to co-sing for them, the security deposit will be waived and not required. For a new building, consumption will be estimated.

4.3 Multiple Accounts

Due to the nature of how a service line was initially installed, it may be necessary that a customer have a second meter installed if at a later date, they add a swimming pool or another building. As such, a second account will be added to their name and they will receive two monthly bills.

Each meter supplied at a given location will constitute the making of a new and additional account.

4.4 Purchase or Inheriting a Premises

If a current or new customer takes ownership of a building either through a purchase or inheritance, they are liable for any amounts owing on that location by the previous owners. If gas service has been previously terminated, before it can be resumed, all debts owing, whether from the consumption of natural gas or work performed, must be paid in full.

Contact Six Nations Natural Gas at 519-445-4213 for further information.

4.5 Meter Reading

Meters are read monthly on the last business day of a given month or as reasonably close to the last business day as possible.

If we discover that a meter has been damaged or is malfunctioning after a given month reading, the consumption will be estimated.

Commercial customers with rotary style meters may have their meters read twice per month but billed once.

4.6 Account Billings

4.6.01 Invoices Issued / Late Payment Charge

Invoices for natural gas sold and consumed and work performed, will be issued on a monthly basis approximately one week after meters have been read. Invoices are due when rendered. Customers have until the second day of the second month after the reading day of the month to make payments before a Late Payment Charge of 1.5% is applied to their account on any balance still owing.

As an example, if the reading day of the bill is August 31st, 2018, a charge of 1.5% will be made to any unpaid balances on October 2nd, 2018.

Both the invoice issue date and the Late Payment applied date are printed on all invoices. It is assumed that customer will receive the bill three business days after posting with Canada Post.

4.6.02 Monthly Service Charge

Each monthly gas invoice for a residential customer will include a set monthly charge. This is charged to all customers regardless of the volume of gas consumed. This charge is to cover fixed costs incurred by Six Nations Natural gas in the normal operation of its business and to cover the cost of maintaining a safe gas distribution system, 24 hours per day, every day of the year.

This charge is not meant to cover the cost of gas technician visits to perform work.

For commercial customers, there is an additional meter charge to cover the cost and use of bigger meters.

4.6.03 Cost of Natural Gas

Natural gas consumed is charged on a volumetric usage by the customer. Gas is adjusted by a volumetric / pressure number that takes into account Ohsweken's height above sea level.

The cost of natural gas is broken down into three segments, based on dollars per cubic meter of natural gas consumed:

- the commodity cost of natural gas
- the cost of transportation from the producing well head to the Six Nations gate
- the cost of delivery within our franchise territory.

4.6.04 Billing Options

Customers have a number of options on how they are billed:

- **Automatic payment plan** where funds are automatically withdrawn from a bank account prior to the fifteenth day of the month.
- **Budget billing** provides customers with predictable monthly billings. Over the course of eleven months, from September to July, monthly payments are equal and do not change with the season. This may change over the course of the year depending on the commodity cost of gas or how the seasons are in terms of degree heating days. See Section 4.9.
- **Combined billing** where a customer can elect to have both budget billing and automatic payment plans.

4.6.05 Payment Options

Customers have a number of payment options upon receipt of their bill:

- in person at Six Nations Natural Gas offices and at most banks and financial institutions,
- automatic teller machines at most banks and financial institutions,
- by mail,
- on-line banking through most banks and financial institutions.

Payments are applied to a customer's account on the day the payment is received during business hours.

4.7 Allocations of Payments Between Gas and Non-Gas Charges

Payments are applied to any gas consumed first and once these are brought to a zero balance, then to any piping / equipment purchases owing.

Payments are applied to charges based on date. If there are charges in arrears, the payment will be applied to the oldest charge first. The late payment fee of 1.5% will be applied to any outstanding balance.

4.8 Correction of Billing Errors

If a billing error occurs, Six Nations Natural Gas will do everything to correct the situation once a customer contacts the company and provides any paperwork showing the error.

4.9 Budget Billing

4.9.01 Months of Operation

To assist residential customers, Six Nations Natural Gas provides a Budget Billing Plan option. This gives the convenience of equal payments throughout the year and runs from September to July of the following calendar year. August is the make-up month when either a credit is issued to the customer or the customer pays all amounts outstanding.

4.9.02 Calculation of Payment

For a customer to be able to go onto equal billing, the premises he / she lives in must have been consuming natural gas for at least a year. Using the total gas usage over the previous year and current rates, the expected usage for the next twelve months can be calculated.

4.9.03 Payment Review / Adjustments

Accounts are reviewed periodically over the course of the year. Monthly payments may be adjusted up or down, depending on the severity of the winter, changes in gas rates and / or changes in living conditions.

4.9.04 Plan Cancellation

If the plan is cancelled before the August make-up month, the account will be adjusted to the date of cancellation. The account will be billed or credited for the difference between budget payments received and the cost of gas actually used.

4.9.05 Plan Continuance

Unless otherwise instructed, Six Nations Natural Gas will automatically continue the budget plan for customers from one year to the next, provided that the account balance is zero at the end of August.

4.10 Discontinuance of Natural Gas Delivery

If a customer requires a temporary disconnection to their gas service, they must contact Six Nations Natural Gas at 519-445-4213. During the temporary discontinuation, customers will still be charged the monthly fixed charge, or they can opt to have the service disconnected and the meter removed. They will be charged a reconnection fee when gas is resumed.

The customer will also have to have a pressure test done on their piping before natural gas service can be recommenced. This can be done by a Six Nations Natural Gas Technician for a fee, or they can elect to have a licensed gas technician of their choice do one.

4.11 Disconnection for Non-payment

4.11.01 Residential Customers

If a residential account falls 3 months in arrears **and** there is \$100.00 or more owing, Six Nations Natural Gas will disconnect natural gas service at any time, between April 1st to October 31st of a given calendar year, with due notice.

Six Nations Natural Gas does not terminate gas delivery service between November 1st to March 31st of the following calendar year for residential customers.

4.11.02 Notice of Intent to Disconnect

The Notice of Intent to Terminate Gas Service will be mailed to customers by regular postage delivery. Once given to the Post Office, the notice is deemed delivered within three business days.

This notice will indicate:

- the earliest day on which the disconnection will occur
- the amount owing and when the funds have to be delivered to Six Nations Natural Gas.

Disconnection can take place without further notification to the customer.

4.11.03 Commercial Customers

For commercial customers, Six Nations Natural Gas can terminate service at any time of the year for non-payment of accounts. If a commercial customer has had the gas service disconnected, they may be required to pay a deposit prior to reconnection.

4.11.04 Reconnection of Service

Once natural gas service has been terminated, the customer must pay all accounts in arrears **plus** a \$100.00 reconnection fee.

After a period of inactivity, the gas meter may be removed from the premises without further notice. If the meter has been removed and the customer wants the service re-instated, the customer shall pay in cash, all accounts in full plus:

- \$100.00 reconnection fee
- an additional \$100.00 to have the meter re-hung
- \$75 for a pressure test on their piping system.

The customer may be asked to post a security deposit.

4.12 Discontinuance of Gas Delivery for Other Than Non-payment

If Six Nations Natural Gas needs to discontinue the delivery of gas on a temporary basis due to scheduled maintenance, arrangements with the customer will be made in advance to gain access to the premises to relight and inspect the gas appliances. For safety reasons, this inspection must be completed by a qualified Six Nations Natural Gas Company technician. This inspection is free of charge unless the inspection is at the request of a third party. The customer will then be charged on an hourly basis.

Six Nations Natural Gas Company reserves the right to discontinue natural gas service without prior warning to the customer due to safety or emergency issues which include:

- a natural gas or carbon monoxide leak
- fraudulent use of natural gas
- theft of natural gas
- any condition affecting appliances or piping which we believe is dangerous to life or property
- if Gas Company employees are refused access for any lawful purpose to the premises to which we supply natural gas
- when a customer tampers with, damages or destroys Six Nations Natural Gas Company property on their premises.

4.13 Arrangements to Pay Debt

Six Nations Natural Gas Company does offer a payment plan to assist those residential customers in threat of natural gas service disconnection for non-payment of accounts. If a customer is approved for this plan, the following steps will be made:

- 1) a down payment of half the amount outstanding must be made
- 2) remaining balance to be paid off over three consecutive months
- 3) there will be no termination of natural gas service as long as payments are made in good faith
- 4) if a default occurs in the pay down plan, no re-arrangements will be made, and the customer will have their gas service terminated.

4.14 Labour Rates

As of March 1st, 2020, labour rates for in-house gas technician services will be charged at the following rates:

- | | |
|------------------------------------|-------------------|
| 1) One man, normal business hours: | \$ 80.00 per hour |
| 2) Two men, normal business hours: | \$105.00 per hour |
| 3) One man, after hours: | \$120.00 per hour |

These rates are subject to change without notice.

There will be no charge for gas leak calls. However, if a technician has to work on an appliance to fix the cause of the leak, there will be a charge.

5. THE COMPLAINT PROCESS

5.1 Step 1: Call Six Nations Natural Gas Company

For any concerns, call Six Nations Natural Gas at 519-445-4213, Monday through Friday between 8:30 am to 4:00 pm.

You may also send an email to: info@sixnatgas.com

to lodge a complaint.

5.2 Step 2: Escalating Your Concern

If your problem has not been dealt with satisfactorily by office staff, you may ask to speak to the General Manager.

5.3 Step 3: The Board of Directors

The final step of the process is to submit our concern in writing and address it to:

Six Nations Natural Gas
PO Box 300
1953 Fourth Line
Ohsweken, ON N0A 1M0
Attn: Board of Directors

6.0 CUSTOMER ACCESSIBILITY

6.1 Commitment

Six Nations Natural Gas Company is committed to accessibility for persons with disabilities based upon the core principles of dignity, independence, inclusion, integration, responsiveness and equality of opportunity. The Gas Company is committed to meeting the needs of ANY person with a disability in a timely manner and will do so by preventing and removing barriers to accessibility so that all customers have an equal opportunity to obtain, use and benefit from our services.

6.2 Communication

When communicating with a person with a disability, we will do so in a manner that takes into account the person's disability so that he / she can communicate effectively with us for purposes of providing, sending, receiving and requesting services.

6.3 Telephone Services

We are committed to providing fully accessible telephone service to our customers. Our staff will communicate with customers over the telephone in clear and plain language. Staff will speak clearly and slowly.

Customers can communicate by email if telephone communication is not suitable.

Bell IP Relay Services

Bell Canada offers a 24-hour, 7 day a week service for the hearing and speech impaired through Bell's Accessibility Center. Bell IP Relay users connect to specially trained operators through chat sessions in the Bell IP Relay portal. The operators place phone calls on their behalf and facilitate conversations.

Six Nations Natural Gas customers can call the Bell Accessibility Center at

1-800-855-0511

This is a free service to Bell Canada customers located in Canada.

More information can be found on-line at:

https://www.bell.ca/Accessibility_services/Bell_IP_Relay

6.4 Billing

As of March 2020, Six Nations Natural Gas does not provide for billing in any format other than print. We will answer any questions customers may have about the content of the bill by telephone or email.

6.5 Service Animals

Persons with a disability that are accompanied by a guide dog or other service animal are permitted to enter the premises with animal unless it is otherwise excluded by law from the premises

If a service animal is excluded by law from the premises, we will ensure that other measures are available to enable the person with a disability to obtain, use or benefit from our services.

It is the responsibility of the person with a disability to ensure that his / her service animal is kept in control at all times.

6.6 Support Persons

Persons with a disability are permitted to be accompanied by a support person in the areas that are open to the public, We will ensure that both persons are permitted to enter our premises together and that the person with a disability will not be prevented from having access to the support person while on our premises.

6.7 More Information

For further information, please see the Accessibility Policies and Procedures which can be found on our website at:

www.snnatgas.com

