



Natural Resource Gas Ltd
39 Beech Street East,
Aylmer, Ontario N5H 3J6
Telephone: 519-773-5321
Fax: 519-773-5335

December 21, 2012

Ms. Kristen Walli
Board Secretary, Ontario Energy Board
2300 Young Street, 27th Floor
Toronto, Ontario M4P 134

Dear Ms. Walli:

**RE: Residential Customer Service Amendments to the Gas Distribution
access Rule Board File No: EB-2010-2080.**

Natural Resource Gas Limited is pleased to submit to the Board our **Amended
Customer Service Policy** focusing on modifications regarding Low-Income
residential customers.

Effective, January 1, 2013 these revisions will be implemented and made
available to all residential customers within our franchise area.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'J. Howley'.

Jack Howley,
General Manager



Natural Resource Gas Ltd.,
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Enclosures

**RESIDENTIAL CUSTOMER SERVICE POLICY
AMENDMENTS TO THE GAS DISTRIBUTION ACCESS RULE**

BOARD FILE NO: EB 2010-0280

(Implementation January 1, 2013)

4. RESIDENTIAL CUSTOMER SERVICE POLICY

4.1 BILL ISSUANCE & PAYMENT

ISSUE

Bills will be issued and payable monthly. Bills will be mailed to the customer at the last known address as shown on the Company records, unless the customer has directed the Company to forward bill to another address.

DUE DATE

Bills for gas service furnished by the Company are due when rendered. For customers paying their bill after twenty (20) days from the billing date, a late payment charge will apply. (see section 4.2).

PAYMENT OPTIONS

- Online / Telephone Banking through your financial institution
- Automatic Teller Machine
- In person at most banks financial institutions
- Quick Drop Payment Slot (outside of building)
- Cheque
- Pre-authorized Payment Plan
- Mail to: Natural Resource Gas Limited
39 Beech Street East,
Aylmer, Ontario N5H 3J6

When payments are made by mail they will be considered to have been paid one day prior to postmark date.

BASIS OF BILLING

Natural Gas consumed will be based on meter readings, or estimates with an estimated bill issued for interim months, and will be computed on the applicable rate schedule approved by the Ontario Energy Board. Any necessary adjustments due to estimated bills will be made on the next regular billing.

Each monthly gas invoice will include a set 'monthly charge' that is set amount charged to every customer regardless of the amount of gas used.

ERRORS IN BILLING

A claim for an error in billing should be made by the customer as soon as discovered by calling NRG Ltd. billing department at 519-773-5321 Ext 212.

If, in the opinion of the Company the claim is valid, the Company will make a proper adjustment to the bill on the next regular billing. (Examples of invalid errors would be tampering or theft of gas).

If the error resulted in over-billing it will be corrected for a period of up to two (2) years. The customer may request a refund or opt to leave the credit amount on their account to cover future bills.

In the event of a significant under-billing occurrence, customers will be contacted with payment options that are available.

Where billing errors have resulted in under-billing, the customer shall be charged with the amount erroneously not billed for a period not exceeding one (1) year, in the case of an individual residential customer who was not responsible for the error.

4.2 DELAYED PAYMENT

Payments made twenty (20) days after the billing date will be considered late and an Ontario Energy Board approved late payment charge equal to 1.5% (annual effective rate of 19.56%) of the unpaid balance, including previous arrears will be charged. The minimum increase will be \$1.00. The Late Payment fee is not applied to unpaid security deposit amounts.

Payments made at any chartered bank will be considered paid on the date payment is received at the bank. As noted above, when payments are made by mail they will be considered received one day prior to the postmark date.

4.3 EQUAL BILLING PLAN

The Equal Billing Plan (“EBP”) for payment of natural gas bills is designed to equalize the monthly payments for natural gas service of residential customers using natural gas for heating purposes and is available to any heating customer who can establish satisfactory credit with the Company.

New residential customers and existing heating customers with satisfactory credit and no balance outstanding may be enrolled in the plan at their request at any time. Customers may withdraw from the plan at any time upon notification to the Company.

Using your total natural gas usage for the previous year at current gas rates, we calculate your total expected gas bills and divide it into monthly installments. In May of each year your EBP is “trued up” and your account is credited or billed for any difference between the EBP installments that you have paid and the gas you have used.

Any estimate furnished by the Company in connection with such a payment plan shall not be construed as a guarantee or assurance that the total actual charges will not exceed the estimates. The Company may at any time

submit a revised estimate to the customer and require that the customer pay the revised monthly budget installment as a condition to the continuation of the budget payment plan for that customer. You will be automatically re-enrolled in the plan in May for the next 12 months at your new monthly instalment amount.

If you cancel the Equal Billing Plan (“EBP”) before the May true up, or if you move from your residence, the plan will be automatically trued up at and any amount payable by the customer shall be paid or any amount due to the customer by the Company shall be refunded.

Non-payment of budget installments will result in the customer receiving a notice and possibly removal from the budget plan. The account will be reconciled on the following billing cycle, and the customer will be responsible to bring the account up to-date.

NRG customers are not required to enrol in the automatic pre-authorized payment option to be on the EBP.

4.4 GROUP BILLINGS

Combinations of reading from several meters may be done at the Company's sole discretion.

Group billing will be permitted only in special situations at the discretion of the Company.

4.5 ALLOCATION OF PAYMENT BETWEEN NATURAL GAS AND NON –NATURAL GAS CHARGES

Payments are applied to the charges based on the oldest paid first, then based on the priority for the additional charges.

For any charges in arrears, payment will be applied to the oldest charges first and any late payment fees will be applied to the outstanding balance.

NRG Ltd. does not provide joint billing for rentals or third party services.

4.6 DISCONNECTION OF SERVICE FOR NON-PAYMENT

If any charges remain unpaid after the date shown on the invoice, NRG Ltd. has the right to discontinue gas service.

NRG Ltd. will take into consideration whether to disconnect, or to pursue an additional payment arrangement with the customer, based on the paid security deposit that is being held on the customer's account.

Residential Accounts:

If a customer does not initiate action to manage their account arrears, natural gas delivery may be discontinued after giving prior notification through a message on a bill and a separate disconnection notice.

NRG Ltd. in addition to written notice makes every attempt to reach the customer via telephone prior to issuing a disconnection order.

Avoid Disconnection:

At any time prior to disconnection of service, a customer may make a payment at any financial institution and notify NRG Ltd. with verification of payment to cancel the disconnection order.

If during the disconnection process, a customer is seeking payment assistance through a registered charity, or government agency, social assistance or third party, and has advised NRG Ltd. of such action. NRG Ltd. will stay the disconnection for twenty-one (21) days, therefore giving a reasonable amount of time for above agencies to submit payment. NRG Ltd. has partnered with the Branch of St. Thomas Salvation Army in administering the Low Income Energy Program Emergency Funding Assistance (LEAP EFA), which has benefited customers in our franchise area.

Customers can make mutual payment arrangements by contacting NRG Ltd. Credit Department at 519-773-5321 Ext 211. If mutually agreeable payment arrangements are established, but are subsequently missed; the customer will be contacted to continue the payment process. If the payment arrangement is not re-established, the account can be disconnected with out further notice.

Reconnection

If an account is disconnected for non-payment, NRG Ltd. will reconnect your natural gas service within 2 business days after payment has been received in full by NRG Ltd. including any charges plus applicable taxes and additional security deposit as required.

All bills for service are due when invoices are rendered. If any bill for natural gas service remains unpaid after the date of payment shown on the Disconnection notice, the Company shall have the right to discontinue such Service, upon two (2) days notice in writing of its intentions. (Disconnection Notice)

4.7 DISCONTINUANCE FOR CAUSES OTHER THAN NON-PAYMENT

Service may be discontinued by the Company at any time to prevent fraudulent use or to protect its property.

The Company further reserves the right, upon discovery of any condition of the customer's appliance or piping which is, in the opinion of the Company, immediately hazardous to life and property, to discontinue natural gas service until such time as the hazardous conditions shall be remedied.

Discontinuance on a customer's Order

The agreement between the customer and the Company created by the acceptance of the customer's request for natural gas service, where no contract for a main extension or term of service is involved, shall continue in full force and effect until terminated by the customer (**except as provided under Sections 4.6**) giving sufficient notice to a Company business office relative to the intent to discontinue service. The customer shall be liable for all natural gas supplied to the premises and safe custody of the Company's property until service is discontinued in accordance with the customer's instructions. When a customer requests disconnection of service within ninety (90) days of the original connection, there will be a disconnection charge plus applicable taxes applied to the final billing.

Temporary Discontinuance of Service

Customers who temporarily discontinue service during any twelve (12) consecutive months without payment of a monthly fixed charge for the months, in which the gas is temporarily disconnected, shall pay disconnection and reconnection fees plus applicable taxes.

Disconnection & Reconnection Charges

For services connected for less than twelve (12) months the disconnection and reconnection fees are required plus applicable taxes.

4.8 SECURITY DEPOSIT POLICY

Protection of rates and costs associated with servicing our community is our number one priority. As such, the introduction of security deposits is a necessary step to protect both NRG Ltd. & natural gas customers from increased rates resulting from non-paying customers.

If a security deposit is required from a new residential customer, the allotted time to pay is a maximum of 6 months from the date of activation of their account.

If the customer should fail to pay the security deposit over the time allowed, the deliver of gas will be discontinued. Once the account is paid in full including the outstanding security deposit, and reconnection charge, NRG will reconnect the service within two business days.

Security deposits will be required:

- If a consumer has received more than one (1) disconnection notice from NRG Ltd., or another natural gas vendor or electricity distributor in the past twelve (12) months.
- If a consumer has one (1) or more NSF Cheque returned by reason of insufficient funds.
- If a consumer has one (1) or more NSF Cheque from a pre- authorized payment plan.
- If a consumer has had at least one (1) visit, from NRG Ltd. personnel, to the consumer's premises, for purpose of payment of an overdue amount, to shut off or limit the natural gas supply to the consumer's premises for non-payment.
- Security Deposits for consumers who have been disconnected for non-payment reasons, will be determined based on the consumer's highest actual monthly consumption or estimated consumption in the most recent twelve (12) consecutive months.

Security deposits will not be required:

- If a consumer is residential or general service with a satisfactory credit check at the time of application. A beacon score of 680 plus and a credit utilization of less than 50% will be required.
- If a consumer can provide a letter from another natural gas vendor / electricity distributor in Canada confirming good payment history.

- If a customer enrolls in the Automatic Withdrawal program.

Definitions:

- A good payment history: one (1) year residential service; five (5) years general service; seven (7) years service for others.
- “General Service consumer” means a consumer that is not a residential consumer and that annually consumes no more than 100,000m³ of natural gas.

Good payment history:

The time period that make up a good payment history is the most recent period of time and must have occurred in the past twenty-four (24) months. The security deposit is determined based on the average monthly consumption of natural gas during the last twelve (12) consecutive months, in the past two (2) years, at the specific address in which the natural gas service is or will be installed.

Security Deposits for Low Income Residential Customers

Definition of Low Income Customer

- Natural Resource Gas Limited will use the criteria established under the L.E.A.P Financial Assistance program.
- A social or government agencies confirms the low-income customer's designation
- The designation of low income is for a period of 2 years, at which time that customer will be re-assessed.

Eligibility

- Customers must qualify as Low income customer, as set out by the Definition of a Low-income customer.
- Security Deposits will be waived for Low-income customers who do not have an account with a financial institution, and wish to enroll in our Equal Billing Plan.

Conditions

- The waiver would not apply to customers having been subject to disconnection during the proceeding 12 month period.
- In the event the Low-income customer should default, or cancel any payment arrangement in the previous 12 months. A security deposit may be required, thus encouraging customers to keep payment arrangements.

Amount of security deposit:

The maximum amount of a security deposit NRG Ltd. may require a consumer to pay shall be calculated as follows:

Billing cycle factor (2.5) X consumer's estimated bill.

Interest on security deposit:

Interest accrued on security deposits will be paid out annually. The interest rate shall be the Prime Business Rate published on the Bank of Canada Website less 2 % updated quarterly. For any quarter that the PBR is 2 percent or less the interest rate will be 0.

Annual review:

Annual reviews will be conducted on all accounts to determine if consumer is entitled to a refund, or an adjustment as required.

Security Deposits are not a prepayment of gas.

Requests for security deposits:

Requests for a refund of security deposits can be made after:

- One (1) year of service (Residential);
- Five (5) years (General accounts); and
- Seven (7) years (Other accounts) ; or
- Upon moving or terminating an account.

These requests must be made in writing to:

Natural Resource Gas Ltd.,
Attention: Credit Department
39 Beech Street East,
Aylmer Ontario N5H 3J6.

Please include your address, account number and stating you are applying to have your Security Deposit refunded.

4.9 ARREARS MANAGEMENT PROGRAMS

NRG Ltd. works with customers to find mutually agreeable payment plans that could extend up to several months, depending on individual circumstances. Customers requesting payment assistance can contact NRG Ltd. Credit Department at 519-773-5321 Ext 211.

NRG Ltd. will contact customers if their account is in arrears and if negotiated payment arrangements are missed or cancelled, 10 days prior to cancellation of the arrangement and further collection action.

Late Payment Charges for Low-income customers with a payment agreement

- Late payment charges will be applicable to any outstanding balance up to that time the Low-income customer enters into an arrears agreement.
- Late payment charges associated with the “active” payment arrangement will not be charged on the amounts associated with the payment arrangement.
- Once the payment arrangement has been satisfied, then late charges will resume on any future unpaid balances.
- In the event that a Low-income customer cancels, or defaults on a payment agreement, then the options to have late payment charges waived in respect to the applicable arrears will no longer apply.
- The Low-income customer benefits in keeping the payment arrangements, as the late fees are negated under this arrangement.
- NRG will continue to allow late payment charges to be waived for that customer on any future payment agreements for a period of two years, at which time the customer must be re-assessed as low-income.
- NRG will continue to maintain its flexibility in individual customer’s circumstances in offering payment arrangements.

Natural Resource Gas Limited Office is open 8:00 am – 4:00 pm
Monday to Friday (closed weekends & statutory holidays) and is located at
39 Beech Street East, Aylmer Ontario N5H 3J6

4.10 MANAGEMENT OF CUSTOMER ACCOUNTS

NRG Ltd. will verify the identity of a customer prior to discussing any account specific information. In accordance with applicable privacy laws, any personal information related to the account, NRG Ltd. will share only with the customer(s) named on the said account, unless written or verbal consent

has been provided by the customer named as the primary on the account.

Landlord instructions are maintained, with directions from the owner (when given), on the management of natural gas service during property vacancy and is followed in the absence of a tenant contract. We do not accept new tenant information from vacating tenants.

4.11 CUSTOMER COMPLAINT WRITTEN RESPONSE

It is NRG Ltd's policy, that any received written complaint be brought to the attention of the General Manager immediately, to ensure that a letter of response be sent to the customer within ten (10) days of receipt.

Additionally, all letters from complainants, together with copies of their responses, are logged, filed and recorded on a per month basis as per article 7.3.6.1 GDAR.

Written complaints can be mailed to:

Natural Resource Gas Ltd.,
39 Beech Street East,
Aylmer Ontario N5H 3J6

Attention: General Manager

If your problem has not been resolved to your satisfaction, you can contact the Ontario Energy Board.