

**NATURAL RESOURCE GAS LIMITED**

**NATURAL GAS SERVICE**

**RULES & REGULATIONS**

Effective August 1, 1995

Revised October 1, 2009

## TABLE OF CONTENTS

<b>1</b>	<b>Initiation of Service</b>	<b>Page</b>
1.1	Applications	1
1.2	Security Deposits	1
1.3	Main Extension	4
1.4	Service Lateral Installations	4
1.5	Customer Piping	5
1.6	Inspection of New Installations	5
<b>2</b>	<b>Maintenance of Service</b>	
2.1	Maintenance	6
2.2	Testing Meters	6
2.3	Service Department Charges	6
2.4	Customer Service Work	7
<b>3</b>	<b>Rental Equipment</b>	
3.1	Monthly Rentals	8
3.2	Installation Costs	8
3.3	Rental Agreement	8
<b>4</b>	<b>Billings &amp; Collections</b>	
4.1	Billings & Collections	9
4.2	Delayed Payment	10
4.3	Payment by Mail	10
4.4	Budget Billing Plan	10
4.5	Group Billings	11

**5 Disconnection & Reconnection of Service**

5.1	Disconnection & Reconnection	11
5.2	Discontinuance for Cause Other Than Non-Payment	12
5.3	Discontinuance on Customer's Order	13
5.4	Temporary Disconnection of Service	13
5.5	Disconnection & Reconnection Charges	13
<b>Schedule 1A</b>	<b>- Application for Gas</b>	<b>14</b>
<b>Schedule 1B</b>	<b>- Credit Application</b>	<b>15</b>
<b>Schedule 2</b>	<b>- Rental Agreement</b>	<b>16</b>
<b>Schedule 3</b>	<b>- Service Policy</b>	<b>17</b>
<b>Schedule 4</b>	<b>- Miscellaneous Charges</b>	<b>18</b>

## **1. INITIATION OF SERVICE**

### **1.1 APPLICATIONS**

The Company may, at its discretion, accept applications for gas service on existing service laterals or new service laterals. Each applicant must complete an Application for Gas Service in the form attached as Schedule 1A. Any business or company making application must also complete a Credit Application in the form attached as Schedule 1B. The applicant must complete both sides of the blue copy and will receive the yellow copy for their records after approval.

The only exception to the above shall be in the case of contract rate customers. Contract rate customers are required to execute a contract for a specified term of not less than one year.

The Company will charge a \$30.00 transfer/connection charge, plus applicable taxes, on all approved applications, which will be charged on the first gas billing.

### **1.2 SECURITY DEPOSITS (as per EB 2008-0413)**

#### **General:**

After an application for Gas Service is completed, the Credit Department will run a credit check and determine if a security deposit is required (outlined further below). The Security Deposit must be paid before connection can occur.

#### **Determination of Security Deposit (All Residential & Commercial Customers )**

The security deposit is determined based on the average monthly consumption of gas during the last 12 consecutive months, within the past two years, at the specific address in which the gas service is installed or will be installed. Note this is for new customers or for customers who no longer have a good payment history (defined below).

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

Billing cycle factor 2.5 X average annual consumption over past 12 consecutive months or consumers estimated consumption, or a reasonable estimate made by NRG.

#### **Security deposits will not be required:**

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

- A good payment history (definition below): 1 year residential/ 5 years general service/ 7 years for other
- Definitions: "general service consumer" means a consumer that is not a residential consumer and that annually consumes no more than 100,000m<sup>3</sup> of gas.
- The time period that makes up a good payment history is the most recent period of time, and must have occurred in the past 24 months

Unconditional "Letters of Credit" from a customer's banker in an appropriate amount or a personal guarantee from the owners may be accepted in lieu of cash security on commercial and industrial accounts.

**Definition of Good Payment History:**

- If a consumer has received more than one disconnection notice from NRG, or another gas vendor in the past 12 months
- If a consumer has more than one NSF cheque: returned by reason of insufficient funds.
- If a consumer has more than one NSF cheque from a pre- authorized payment plan
- If a consumer has had at least one visit, from NRG, to the consumer's premises, for purpose of payment of an overdue amount, or to shut off or limit the gas supply to the consumer's premises for non-payment.

**Security Deposit Refunds**

- Annual reviews are conducted on all accounts to determine if consumer is entitled to a refund, or an adjustment is required.
- Requests for a refund of security deposits can be made after 1 year of service (residential) / 5 years (General accounts) 7 years (Other accounts) must be made in writing to our Credit department.
- Security deposit will not be refunded if the customer does not have a good payment history (as defined above).
- Security deposit will either be given by a cheque or a credit to the customer.

**Interest on Security Deposits**

Interest accrued on security deposits will be credited to the customers' account on an annual basis. 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.

**Security Deposits and Cancellation of Service**

When a customer discontinues service, a Cancellation Service form is filled out. After the final billing period has been processed, and the account is settled in full, the Security Deposit will be refunded to the customer.

If the customer's account is not settled in full prior to requesting the refund, the Security deposit will be applied to unpaid balance and any remaining Security Deposit will be refunded to the customer.

**Transfer of Security Deposits**

If a customer should move to another location that is serviced by Natural Resource Gas Limited the Security Deposit is reviewed, and adjusted according to the for Security Deposits requirements. A Security Deposit may increase or decrease depending on the consumption of the new location, and past history of the consumer's account.

**Third Party Security Deposits**

As per The Ontario Energy Board amendments to the gas distribution access rule (GDAR IN EB) 2008-0413 APPENDIX B MAY5/2009

Where all or part of a security deposit has been paid by a third party on behalf of a consumer, NRG 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:

- (a) The third party paid all or part (as applicable) of the security deposit **directly**, to NRG;
- (b) The third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that NRG return all or part (as applicable) of the security deposit to them rather than to the consumer; and
- (c) There, is not then any amount overdue for payment by the consumer, that, NRG is permitted by this Rule to off set using the security deposit.

**1.3 MAIN EXTENSIONS**

The Company will make extensions of its mains to some applicants when, in the sole discretion of the Company, the main extension is economically feasible.

When the extension is not economically feasible, the applicant will be required to pay an "Aid to Construction" in an amount determined by the Company to make the project economically feasible.

#### 1.4 SERVICE LATERAL INSTALLATIONS

Service laterals will only be installed provided that:

- (i) an application (contract) has been properly completed and approved,
- (ii) any deposit required has been collected,
- (iii) any main extension can be justified in accordance with the Company's line extension practice, and
- (iv) any charges for service lateral installation in accordance with the following have been paid

**All Customers** - A gas service lateral extending from the property line to the meter location selected by the Company will be installed for a fee of \$ 100.00 for the first 20 meters plus an additional charge of \$ 10.00 per meter thereafter.

**Meter Set Locations are determined as follows:**

- a) For residential customers, meters may be located on the front or on either side of the dwelling in which it serves. If the meter is located along one of the sides of the dwelling, the distance from the front corner to the meter location cannot exceed 10 feet.
- b) All meter set locations must comply with the Technical Standards and Safety Act and Codes and Standards Adopted by Regulation.
- c) When the distance from the property line to a dwelling or building requiring the gas service exceeds 100 meters, it may be required that the meter be located near the property line. In these cases, a cost estimate must be done to determine the outlet cost of underground piping from the meter set to the building.

#### 1.5 CUSTOMER PIPING

Applicants for service shall, at their own expense, equip their premises with all piping and attachments from the meter to the appliances or equipment served. It is the customer's responsibility to maintain the piping and equipment beyond the outlet side of the meter. Such piping and attachments shall be installed and maintained in accordance with the rules of the Company and the Technical Standards and Safety Act and Codes and Standards Adopted by Regulation.

Meters will not be connected with customer's piping when that piping and/or appliances or heating equipment attached thereto are known by the Company to be defective or not in accordance with applicable rules and regulations, ordinances or codes. The Company reserves the right to discontinue service at any time it finds the piping, venting, appliances or other gas-fired equipment on customer's premises defective or in an unsafe condition.

The customer is expected to immediately notify the Company of any leakage or escape of gas on his premises.

#### **1.6 INSPECTION OF NEW AND EXISTING INSTALLATIONS**

All inspections shall conform to the "Ontario Energy Act" and the "Technical Standards and Safety Act and Codes and Standards Adopted by Regulation" and amendments in force at the time of inspection.

All new installations of supply piping and gas appliances on premises served with gas for the first time require inspection to ensure that they are in accordance with legislative requirements.

A general inspection will be made of gas appliances and installations:

- (a) whenever a meter is initially installed,
- (b) whenever a meter is changed,
- (c) whenever a meter is physically reset on an inactive service or account, or
- (d) in accordance with the requirements of the Ontario Energy Act

A modified inspection will be made of vented gas appliances:

- (a) whenever a previously inactive account is reactivated,
- (b) when a meter is turned on after credit lock offs, seasonal turn offs or routine repairs to mains or services, or
- (c) when vented equipment is lit up after component replacement

## **2. MAINTENANCE OF SERVICE**



**2.1 MAINTENANCE**

The Company and its authorized representatives shall have the right to enter upon the premises of the customer at all reasonable times, upon reasonable notice, to read, inspect, test, repair, replace or remove meter and regulator equipment.

**2.2 TESTING METERS**

Meters will be tested at the Company's option or at the request of the customer or when required by legislative requirements. When a meter is tested at the customer's request, the Company will collect from the customer any cost involved in the removal, testing, Government inspection and meter replacement where it is determined that the meter was within acceptable tolerances.

**2.3 SERVICE DEPARTMENT CHARGES**

The Company provides regular service during the normal working hours, and emergency service 24 hours per day.

(i) **Charge for Service to Customer Owned Appliances**

Repairs will be performed on a time and material basis in accordance with the Company's prevailing parts and labour prices, except when covered by Company or manufacturer's warranties.

(ii) **Charge for Service to Company Owned Appliances**

The Company agrees to supply such maintenance as in the judgement of the Company is required for the proper use of the appliance at no charge to the customer.

(iii) The Company does not charge for leak complaints, insufficient gas supply, and inspection of appliances in accordance with Government Regulations. Repairs required to remedy gas leaks and insufficient supply of gas from causes downstream of the meter will be charged on a time and material basis.

**2.4 CUSTOMER SERVICE WORK**

The following are the rates currently in effect by the company. These rates are subject to

amendment from time to time.

**Regular Hours**

Minimum charge (up to 60 minutes)	\$67.00
each additional half hour (or part thereof)	\$30.00

**After Hours**

Minimum charge (up to 60 minutes)	\$110.90
each additional half hour (or part thereof)	\$58.10

**Disconnection- Non Payment or Discontinuance of Service (i.e. seasonal)**

Flat Fee	\$78.00
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**Customer Transfer/Connection Charge**

Flat Fee	\$30.00
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**Applicable taxes will also be added to the above charges.**

### 3. RENTAL EQUIPMENT

#### 3.1 MONTHLY RENTALS

The Company rents water heaters. Water softeners are also rented on a rent to own basis. The rates for water heaters are as indicated below:

##### **Conventional Models**

40 US Gallon	\$ 10.75 monthly
50 US Gallon	\$ 12.50 monthly
60 US Gallon	\$ 15.00 monthly

##### **Power Vented or Direct**

40 US Gallon	\$19.00 monthly
50 US Gallon	\$21.00 monthly
60 US Gallon	\$22.00 monthly
50/65 US Gallon	\$23.00 monthly
50 DV US Gallon	\$21.00 monthly
Tankless Water Heater	\$34.50 monthly

The rental for water heaters other than those listed above will be calculated by the General Manager.

#### 3.2 INSTALLATION COSTS

The customer bears the initial installation cost of all equipment. Such installation done by NRG is generally done on a quoted basis. NRG may, from time to time, offer installation assistance through its marketing and promotion efforts. The cost of installing replacement units still under warranty is borne by the Company.

#### 3.3 RENTAL AGREEMENT

Prior to installation of a rental water heater, or removal from inventory for rental, a Rental Agreement form must be completed by the customer in the form attached as Schedule 2. The blue copy remains in the office, the yellow copy is returned to the customer after insertion of the installation and contract dates, and serial and Company numbers.

A Rental Agreement must also be completed by an applicant who is moving into a property where a rental water heater exists. The form can be fully completed at the time of application, and the yellow copy may be given to the customer at that time for his records.

4. **BILLINGS & COLLECTIONS**

4.1 **BILLINGS & COLLECTIONS**

Bills will be issued and payable monthly and must be paid at or mailed to the office of the Company, an established collection agency of the Company, or at any chartered bank authorized by the Company.

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

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 send the bill to another address.

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.

A claim for an error in billing should be made by the customer as soon as discovered. If in the opinion of the Company the claim is valid, the Company will make a proper adjustment to the bill.

Where billing errors have resulted in overbilling, the customer will be credited with the amount erroneously paid for a period not exceeding six years.

Where billing errors have resulted in under-billing, the customer shall be charged with the amount erroneously not billed for a period not exceeding:

- (a) two years, in the case of an individual residential customer who was not responsible for the error, and
- (b) six years, in other cases.

The timing for billings and notices etc., will be as follows. The days represent the days after the end of a billing cycle (e.g. if a normal billing cycle ended on the 14<sup>th</sup> of the month, day one would commence on the 15<sup>th</sup>).

Day 1 to 3 Reading, billing and mailing of invoices

Day 13 to 15 Bills due

Day 30 Final Disconnection Notices are mailed for past due accounts.  
See comments in section 5.1 Disconnection & Reconnection – non-payment.

Day 45 Credit department determines if customer is to be disconnected.  
See section 5 Disconnection & Reconnection of Service.

#### **4.2 DELAYED PAYMENT**

Payments made after sixteen days after the billing date will be considered late and those accounts will have their balances increased by 1.5% of the amount unpaid after sixteen days. Payments made at any chartered bank will be considered paid on the date payment is made to the bank. Any amounts unpaid for subsequent months will be increased by a further 1.5% for each billing cycle that the balance remains unpaid. The minimum increase will be \$1.00.

#### **4.3 PAYMENT BY MAIL**

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

#### **4.4 BUDGET BILLING PLAN**

The budget plan for payment of gas bills is designed to equalize the monthly payments for gas service of residential customers using gas for heating purposes and is available to any heating customer who can establish satisfactory credit with the Company.

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

The Company will estimate the aggregate amount of the customer's bill for gas service for a normal year's operation from June to April. Such estimated amount will then be divided by eleven, rounded up to the next \$5.00 or \$10.00 amount, and shall be the monthly budget instalment the customer will pay in lieu of the regular monthly billing

Bills for the month of May will be computed for settlement of the account either by the customer paying the excess of actual charges incurred over the sum of budget payments made, or by the Company crediting to the customer any credit balance then existing. This budget to actual difference will be added or subtracted, as the case may be, to the actual gas charges incurred on bills for the month of May.

Any estimate furnished by the Company in connection with such 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 instalment as a condition to the continuation of the budget payment plan for that customer.

Such estimates shall apply only to the premises then occupied by the customer. If the customer

vacates such premises, the budget payment plan with respect to those premises, and for that customer, shall immediately terminate 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 will result in the customer receiving a disconnection notice and possibly removed 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.

#### **4.5 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.

### **5. DISCONNECTION & RECONNECTION OF SERVICE**

#### **5.1 DISCONNECTION & RECONNECTION - NON PAYMENT**

Disconnection notices are mailed on Day 34 after the end of billing cycle. The customer is given until Day 45 to pay balance due before they are disconnected. In addition, Credit Department will call all customers 2 days before disconnection date if payment has not been received. If customer can still not pay by due date or no effort to work out a repayment plan can be made the customer will be disconnected.

#### **DISCONNECTION OF SERVICE FOR NON PAYMENT**

- If it has been determined that a customer will not pay and the account must be locked for non payment.
- A lock form is prepared and authorized by the Credit Department and Approved by the General Manager.
- A copy of the Lockout form is given to service to set the call to lock the account.
- Customers receive a hand delivered notice at time of locking the meter explaining the disconnection of service

If a customer should be disconnected for non-payment and then reconnected, the following charges will be added to the account

- Disconnection charge 78.00
  - Reconnection charge 78.00
- plus Applicable taxes

Payment of the reconnection charge must be made before reconnection can occur and an increase in security deposit or a security deposit may be required before reconnection of service is made. Amount is determined as outlined in section 1.2.

### **Non-Payment of Accounts**

Definition of Accounts = past work orders, accounts locked for non-payment and customers that have moved and have a balance outstanding.

If the customer is unresponsive, or refuses to pay further collection action may take place, which is outlined below:

- If a customer refuses to pay on the account or does not follow a payment schedule legal action will commence.
- Customers will be notified that a claim has been issued for small Claims court.
- Court Documents will be filed, and Court procedures used to collect money owing
- Any court costs, incurred by Natural Resource Gas Limited, for the collection of money will be added to the customer's debt, as allowed by Small Claims Court.
- Will be forwarded to the Credit Bureau of St. Thomas for collections and the debt will be reported to Equifax on the customers credit file.

## **5.2 DISCONTINUANCE FOR CAUSE 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 gas service until such time as the hazardous conditions shall be remedied.

**5.3 DISCONTINUANCE ON CUSTOMER'S ORDER**

The agreement between the customer and the Company created by the acceptance of the customer's request for 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 5.1 and 5.2) giving sufficient notice to a Company business office relative to the intent to discontinue service. The customer shall be liable for all 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 90 days of connection, a disconnection charge of \$78.00 plus applicable taxes will be applied to the final billing.

**5.4 TEMPORARY DISCONTINUANCE OF SERVICE**

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





Natural Resource Gas Limited  
PO Box 307, 39 Beech St. E.  
Aylmer, Ont. N5H 2S1

# Natural Resource Gas Limited Application for Gas Service

Service Department  
Aylmer: 519-773-5321  
Fax: 519-773-5335

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

I/WE \_\_\_\_\_ (the "Customer")

apply to Natural Resource Gas Limited ("the Company") for gas service at \_\_\_\_\_

\_\_\_\_\_ (the "premises")

according to the following terms and conditions:

1. The Customer agrees to pay accounts when due.
2. Customer agrees that a meter connection will be established immediately after the installation of the service line and will be subject to the monthly fixed charge from that date.
3. Customers intending to vacate premises supplied with gas or to discontinue the use of gas shall give notice to the Company at 39 Beech Street E., Aylmer, Ontario or other such address as customer may be advised, fifteen (15) days before the Customer intends to discontinue service and in default of providing such notice, the Customer will remain liable for all gas which passes through the meter until such notice is given. In the event accounts for natural gas, rentals or other services are not paid in accordance with this agreement and collection procedures are made by the Company and/or its agent, Customers will be liable for collection costs incurred by the Company and/or its agent. \_\_\_\_\_ X
4. If the Customer discontinues service within ninety (90) days of application for gas service, there will be a charge for removal plus GST, or such charge as is currently in effect by the Company which will be added to the final billing and/or deducted from the original deposit.
5. The Company may discontinue service and disconnect and remove the meter for repair, lack of supply and/or non-payment of bills (including late penalty charges) when due. The original deposit will be refunded upon full payment of any outstanding amount.
6. Gas will be supplied to a meter installed by the Company. If that meter should fail to register the quantity of gas consumed or if access to read the meter cannot be made, the account of the Customer will be estimated by the Company.
7. Customer agrees to give immediate notice at the office of the Company of any escape of gas. In case of a leak, the stop-cock at the meter must be immediately closed and no light taken near the escape until after free and full ventilation.
8. Except in the case of an emergency, the Company and/or its authorized agent shall at all reasonable hours, have access to the premises for the purposes of examining, regulating or repairing the gas apparatus installed, ascertaining the quantity of gas consumed or supplied and/or to discontinue or remove the meter. In the case of an emergency, the Company and/or its authorized agents shall have access to the premises at any hour.
9. The Company shall not be liable for any damages or losses resulting from any failure to supply. The Customer agrees with the Company that the Company will not be held liable by the Customer for any loss, damage, injury or delay to any person or to any property resulting from the transportation, storing or any use of the gas supplied to the premises including any damage or loss from explosion or fire. Further the Customer agrees to indemnify and save harmless the Company from and against all claims and demands arising out of the transportation, storing or use of the gas supplied to the Customer's premises including any loss or damage from explosion or fire made by any person and from and against all damages, losses, costs, charges and expenses which the Company may sustain or incur and be liable for as a consequence of any such claim or demand.
10. The Customer acknowledges that there will be a late charge on the past due amount (minimum \$1.00) if the bill is not paid within sixteen (16) days of rendering and there will be a monthly fixed charge of \$\_\_\_\_\_ . \_\_\_\_\_ X  
Both of the charges are subject to revision and approval by the Ontario Energy Board.
11. The Customer acknowledges that there will be a transfer/connection charge of \$30 plus GST, or as may be ordered by the \_\_\_\_\_ X  
Ontario Energy Board, which will be charged on the first billing.

SIGNATURE OF APPLICANT \_\_\_\_\_

DEPOSIT RECEIVED: \$ \_\_\_\_\_ DEPOSIT RECEIVED BY: \_\_\_\_\_

PREMISES OWNED BY: \_\_\_\_\_

**SEE REVERSE FOR CREDIT APPLICATION**

# APPLICATION FOR GAS SERVICE

Date of Application: \_\_\_\_\_ Date Service Req'd: \_\_\_\_\_ 20\_\_

Residential    
  Commercial    
  Industrial    
  Seasonal

Last Name	First Name	Initial	Date of Birth MM/DD/YY	Martial Status Married <input type="checkbox"/> Single <input type="checkbox"/>	Spouse Name	No. of Dependents
Service Address					Home Phone #	
Mailing Address				Drivers Lic. No.		
Name of Landlord & Address (if Applicable)				Social Ins. No.		
Employer Name & Address			Position	How Long	Business Phone #	
Spouse's Employer Name & Address			Position	How Long	Business Phone #	
Previous Address					How Long	
Previous Employer Name & Address				Position	How Long	
Spouse's Previous Employer Name & Address				Position	How Long	
Bank		Credit Cards				
Name		Name		Name		
Branch		Branch		Branch		
Nearest Relative (Not Living with Applicant)		Relationship	Address		Phone #	
Other Personal Reference		Relationship	Address		Phone #	

Some of the information contained in this application constitutes "personal information" and is thereby covered under Federal privacy legislation. NRG obtains this information in order to bill for the products identified in this agreement, repairs and service to the equipment and for collections of arrears of amounts owing under this agreement. NRG does not share this information with third parties with the exception of consultants, professional advisors and regulatory bodies. All of these parties are bound by their own privacy obligations which restricts further dissemination of such information.

**The undersigned agree(s) that a personal investigation may be conducted or a credit report obtained in respect of this contract**

Signature of Applicant: \_\_\_\_\_

### Notes

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## NATURAL RESOURCE GAS LIMITED - RENTAL AGREEMENT

NRG, please supply the following goods to:				Owner <input type="checkbox"/>	Tenant <input type="checkbox"/>	Builder <input type="checkbox"/>	Telephone Number
Address		City	Postal Code		Contract Date		
Installation Address (if other than above)		City	Postal Code		Bill as Rental Only		

ADDITIONS	Gas to Gas <input type="checkbox"/>	Builder <input type="checkbox"/>	Other Fuel to Gas <input type="checkbox"/>	Other <input type="checkbox"/>	
REPLACEMENTS GAS TO GAS	Upgrade <input type="checkbox"/>	Leaker <input type="checkbox"/>	Lined Up <input type="checkbox"/>	Other (specify) <input type="checkbox"/>	
DELETIONS	Demolitions <input type="checkbox"/>	Rental to Sale <input type="checkbox"/>	Gas to Gas <input type="checkbox"/>	Gas to Other Fuel <input type="checkbox"/>	Other <input type="checkbox"/>

Natural Resource Gas (hereinafter called NRG) leases to the Customer and the Customer rents from NRG the following:

Equipment	Res. <input type="checkbox"/>	Water Heater Size	Description of Equipment	Monthly Rental \$	TAX	Yes	No	
	Comm. <input type="checkbox"/>				GST	<input type="checkbox"/>	<input type="checkbox"/>	
	Ind. <input type="checkbox"/>				PST	<input type="checkbox"/>	<input type="checkbox"/>	
Other Equipment	Description of Equipment			Monthly Rental \$	GST <input type="checkbox"/>	PST <input type="checkbox"/>		
Model Number (Commercial & Industrial Equipment Only)				Original Date of Installation	Year 20	Month	Day	Min. # Bills
ISSUE	Qty	Stock Number	Make	Mfg Code	Serial Number		Account Number	

"(hereinafter called the Appliance) from the date hereof, for a monthly rental of \$\_\_\_\_\_ (plus applicable sales taxes), which monthly rental amount shall be subject to increase by NRG on at least thirty (30) days prior written notice and subject to the Conditions on the reverse side hereof."

Natural Resource Gas (hereinafter called NRG) leases to the Customer and the Customer rents from NRG the following:

Equipment	Res. <input type="checkbox"/>	Water Heater Size	Description of Equipment other than Water Heater	Monthly Rental \$	TAX	Yes	No		
	Comm. <input type="checkbox"/>				GST	<input type="checkbox"/>	<input type="checkbox"/>		
	Ind. <input type="checkbox"/>				PST	<input type="checkbox"/>	<input type="checkbox"/>		
Removal Date -	Year 20	Month	Day	Original Installation Date -	Year 20	Month	Day	Storeroom	Original Contract #
RETURN	Qty	Stock Number	Make	Mfg Code	Serial Number		Account Number		

Scrapped       In Inventory

**ALL CONDITIONS OF RENTAL AGREEMENT ON REVERSE SIDE**

Executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Customer Signature \_\_\_\_\_

Sales Department Signature \_\_\_\_\_

**NRG not responsible for any damages resulting from tank leakage.**

I hereby consent to the supply of service and installation of the equipment in the above premises, owned by me and agree to the conditions set forth herein. Any equipment of the Owner's removed by NRG in accordance with this authorization shall be left by NRG in the said premises and NRG shall have no further responsibility with respect to same.

Owner's Signature \_\_\_\_\_

Owner's Address \_\_\_\_\_

## CONDITIONS OF RENTAL AGREEMENT

1. The CUSTOMER agrees to permit and keep the Appliance at the above address or at such other address as NRG may agree to in writing. The CUSTOMER agrees to protect the Appliance from any lien or encumbrance of any nature whatsoever and the CUSTOMER agrees not to sublet or assign his interest hereunder or part with possession of the Appliance without the written consent of NRG. The CUSTOMER shall supply adequately sized and properly charged water conditioning equipment, as specified by NRG. In the event the CUSTOMER fails to supply and maintain adequately sized equipment, the CUSTOMER shall reimburse NRG for all costs incurred as a result of such failure. The CUSTOMER further agrees to keep the Appliance insured for the full insurable value thereof. EXCEPT AS SPECIFICALLY PROVIDED HEREIN THE APPLIANCE SHALL BE OPERATED AT THE RISK OF THE CUSTOMER AND CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS NRG FROM ANY AND ALL CLAIMS AND DAMAGES HOWSOEVER CAUSED ARISING OUT OF THE USE OR THE INSTALLATION OF THE APPLIANCE.
2. Ownership of the Appliance shall at all times remain in NRG.
3. NRG shall maintain and repair the Appliance at its own expense provided that the CUSTOMER will indemnify NRG from any such costs or expenses arising as a result of damage to or destruction of the Appliance from any cause, reasonable wear and tear excepted.
4. If the CUSTOMER discontinues using gas supplied by NRG or fails to perform or observe any of the conditions herein, NRG may forthwith terminate this agreement and without any previous notice or demand or process of law enter the premises wherein the Appliance is situated to repossess the same. If the Appliance is removed by NRG as aforesaid, NRG shall not be liable for any damages resulting from such removal. If the CUSTOMER defaults within twelve months from the installation date, then in addition to any other rights NRG may have, the rental for the remaining months shall, at NRG's option, be due and payable immediately.
5. It is agreed by the CUSTOMER and NRG that the Appliance shall remain personalty.
6. Time is of the essence.
7. The terms of this Agreement constitute the entire Agreement between the parties and, except the monthly rental amount which is subject to increase by NRG, no modification to this Agreement shall be made except in writing signed by both parties.
8. Some of the information contained in this application constitutes "personal information" and is thereby covered under Federal privacy legislation. NRG obtains this information in order to bill for the rental of the products identified in this agreement, repairs and service to the equipment and for collections of arrears of amounts owing under this agreement. NRG does not share this information with third parties with the exception of consultants, professional advisors and regulatory bodies. All of these parties are bound by their own privacy obligations which restricts further dissemination of such information.



**Natural Resource Gas Limited**

P.O. Box 307, 39 Beech Street East  
Aylmer, ON N5H 2S1

Phone: 519-773-5321

**SERVICE POLICY**

**Regular Hours Calls**

See section 2.4 for rates to be charged.

All service calls to be done on a time and material basis except for the following:

1. New equipment sold by NRG, no charge for the first year except for parts that are not guaranteed for one year.
2. No charge for service of any kind on any call due to failure of Company equipment.
3. After hours calls (see section 2.4 for rates).
4. All charges to be collected at time of call, unless otherwise authorized.

**MISCELLANEOUS CHARGES**

1. **Returned Cheques**

Account Closed	
Cannot Trace	
Funds Not Cleared	
More Than One Signature Required	
No Chequing Privileges	\$ 20.00/each + taxes
Not Sufficient Funds	
Present Again	
Refer to Drawer	
Signature Required	
Signature Irregular	
Body & Figures Differ	

2. **Lawyer's Letters**

Reply to request for account information	\$ 20.00 + taxes
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NATURAL RESOURCE GAS LIMITED

SCHEDULE OF SERVICE CHARGES

	Fiscal 2006	Fiscal 2007	Fiscal 2008	Fiscal 2009	Bridge 2010	Test Year 2011
1						
2						
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