



EB-2009-0172

IN THE MATTER OF the *Ontario Energy Board Act*
1998, S.O.1998, c.15, (Schedule B);

AND IN THE MATTER OF an Application by
Enbridge Gas Distribution Inc. for an Order or Orders
approving or fixing just and reasonable rates and
other charges for the sale, distribution, transmission
and storage of gas commencing January 1, 2010.

BEFORE: Gordon Kaiser
Vice Chair and Presiding Member

Paul Sommerville
Member

Cathy Spoel
Member

**FINAL RATE ORDER
2010 IRM Adjustment**

Enbridge Gas Distribution Inc. ("Enbridge" or the "Applicant") filed an Application on September 1, 2009 (as amended on September 14, 2009) with the Ontario Energy Board (the "Board") under section 36 of the *Ontario Energy Board Act*, 1998, S.O. c.15, Sched. B, as amended, for an order of the Board approving or fixing rates for the distribution, transmission and storage of natural gas, effective January 1, 2010. The Board assigned file number EB-2009-0172 to the Application and has issued a Notice of Application dated September 18, 2009 (the "Notice").

On February 18, 2010, the Board issued a corrected Final Issues List for this proceeding. A copy of the Final Issues List is attached as Appendix “E” to this Order.

On March 4, 2010 the Board approved a Settlement Agreement having a complete settlement of all the issues on the Final Issues List that are associated with the annual rate adjustment under the 5-year incentive ratemaking process (“IRM”) that was approved by the Board in the EB-2007-0615 proceeding. 2008 is the base year and 2010 is the second year that rates are adjusted under the IRM. A copy of the Settlement Agreement is attached as Appendix “F” to this Order.

Enbridge prepared a Draft Rate Order and circulated it to interested parties for comment. No party indicated any concerns to the Board with the Draft Rate Order.

The rates in the Draft Rate Order are designed to be effective January 1, 2010 but will be implemented on April 1, 2010. The Board notes that there will be a natural gas commodity rate adjustment effective April 1, 2010 under the Quarterly Rate Adjustment Mechanism (“QRAM”) process. The QRAM draft order is expected to be filed March 12, 2010 under docket EB-2010-0048. For rate implementation purposes, it is anticipated that the rates approved under this Order will be immediately superceded by the April 1, 2010 QRAM rates.

A one-time adjustment, a Rider “E”, is included with the Draft Rate Order under Appendix “C”. Rider “E” will capture the difference in revenue between interim and final rates for the period between January 1, 2010 and March 31, 2010. Enbridge has proposed to clear the Rider “E” on a one-month prospective basis over the month of April 2010 using actual April volumes. The total rider amount is a customer refund of \$10.8 million.

The Board notes that Enbridge intends to file the customer rate notices describing the rate impacts as part of the April 1, 2010 QRAM process.

Having reviewed all of the materials, the Board considers it appropriate to proceed with its Final Rate Order as proposed by Enbridge.

THE BOARD ORDERS THAT:

1. The following Deferral and Variance accounts shall be established for Enbridge's fiscal 2010 year:

Gas Related Accounts

Purchased Gas V/A ("2010 PGVA")
Transactional Services D/A ("2010 TSDA")
Unaccounted for Gas V/A ("2010 UAFVA")
Storage and Transportation D/A ("2010 S&TDA")
Change in Purchased Gas Variance Disposition
Methodology D/A ("2010 CPGVDMDA")

Non-Gas related Accounts

Carbon Dioxide Offset Credits D/A ("2010 CDOCD")
Class Action Suit D/A ("2010 CASDA")
Deferred Rebate Account ("2010 DRA")
Electric Program Earnings Sharing D/A ("2010 EPESDA")
Gas Distribution Access Rule Costs D/A ("2010 GDARCD")
Manufactured Gas Plant D/A ("2010 MGPD")
Municipal Permit Fees D/A ("2010 MPFD")
Ontario Hearing Costs V/A ("2010 OHCVA")
Unbundled Rate Implementation Cost D/A ("2010 URICD")
Unbundled Rates Customer Migration V/A ("2010 URCMVA")
Average Use True-Up V/A ("2010 AUTUVA")
Tax Rate and Rule Change V/A ("2010 TRRCVA")
Earnings Sharing Mechanism D/A ("2010 ESMD")
International Financial Reporting Standards Transition Costs
D/A ("2010 IFRSTCD")

Open Bill Service D/A ("2010 OBSDA")
Open Bill Access V/A ("2010 OBAVA")
Open Bill Revenue V/A ("2010 OBRVA")
Ex-Franchise Third Party Billing Services D/A ("2010 EFTPBSD")

Mean Daily Volume Mechanism D/A ("2010 MDVMDA")

DSM Related Accounts

Demand Side Management V/A ("2010 DSMVA")

Lost Revenue Adjustment Mechanism ("2010 LRAM")

Shared Savings Mechanism V/A ("2010 SSMVA")

2. The accounting treatment for Enbridge's fiscal 2010 deferral and variance accounts, including the applicable interest rate, shall be in accordance with the descriptions contained in the attached Appendix "D".
3. The Financial Statements, attached as Appendix "A" to this order, are accepted as the basis for the rates in this order.
4. The rates in the Rate Handbook, attached as Appendix "B" to this order, are hereby effective January 1, 2010. These rates will be immediately superceded by the rates resulting from the April 2010 QRAM, docket EB-2010-0048.
5. The adjustment applicable to customer's April 2010 volumes shall be calculated using the unit rates included in Rider E, attached as Appendix "C".

DATED at Toronto, March 8, 2010

ONTARIO ENERGY BOARD

Original signed by

Kirsten Walli
Board Secretary

APPENDIX “A”

Financial Statements

2010 REVENUE PER CUSTOMER CAP, DISTRIBUTION AND
TOTAL REVENUE DETERMINATION

Row	Col. 1 Updated ExB.T1.S2 2010	Col. 2 Settlement Agreement Adjustments	Col. 3 2010 Ex. N1 App. A
1. 2009 Total Approved Revenue	3,363.8		3,363.8
2. Gas Costs to operations (at Oct. 1, 2008 ref. price)	2,389.7		2,389.7
3. 2009 Approved Distribution Revenue	974.1		974.1
4. 2009 Gas in storage related carrying costs (at Oct. 1, 2008 ref. price)	(50.4)		(50.4)
5. DSM 2009 amount	(24.3)		(24.3)
6. CIS / Cust. Care 2009 amount	(94.1)		(94.1)
7. Power generation projects 2009 amount	(3.2)		(3.2)
8. Distribution Revenue Sub-total	802.1		802.1
9. Ratepayer 50% share of 2010 incremental tax amounts (Ex.C,T1,S4)	(6.6)		(6.6)
10. Distribution Revenue base (subject to the escalation formula, \$millions)	795.5		795.5
11. Average Number of Customers (Beginning)	1,906,437		1,906,437
12. Distribution Revenue per Customer 2010 (Beginning)	\$ 417.27		\$ 417.27
13. GDP IPI FDD	2.73%		2.73%
14. Inflation Coefficient (allowed % of GDP IPI FDD)	55.00%		55.00%
15. Escalation Factor, 100 plus (GDP IPI FDD multiplied by the inflation coeff.)	101.50%		101.50%
16. Distribution Revenue per Customer 2010 (Ending)	\$ 423.53		\$ 423.53
17. Average Number of Customers (Ending)	1,931,528		1,931,528
18. Distribution Revenue (resulting from the escalation formula, \$millions)	818.06		818.06
Y-Factors			
19. 2010 Gas in storage related carrying costs (at Oct. 1, 2009 ref. price)	36.70		36.70
20. 2010 DSM Y-factor amount	26.70		26.70
21. CIS / Customer Care 2010 approved amount	95.70		95.70
22. Power generation projects 2010 amount	3.60		3.60
23. Green energy initiatives amount	-		-
24. Total 2010 Y-Factors	162.70		162.70
Z-Factors			
25. 2010 Pension funding requirement	18.90	(18.90)	-
26. 2010 Sewer Lateral / Cross Bore program requirement	3.60	(3.60)	-
27. Total 2010 Z-Factors	22.50	(22.50)	-
28. Total 2010 Distribution Revenues	1,003.26	(22.50)	980.76
29. 2010 Gas Costs to operations (at Oct. 1, 2009 ref. price)	1,453.50		1,453.50
30. 2010 Total Revenue	2,456.76	(22.50)	2,434.26

Notes:

1. Adjustment as per the terms of the settlement of Issue 10 in the Settlement Agreement.
2. Adjustment as per the terms of the settlement of Issue 11 in the Settlement Agreement.

APPENDIX “B”

Rate Handbook

RATE HANDBOOK

ENBRIDGE GAS DISTRIBUTION

HANDBOOK OF RATES AND DISTRIBUTION SERVICES

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Replaces: 2010-01-01

These Rates to be superseded
by EB-2010-0048, effective April
1, 2010



GLOSSARY OF TERMS

In this Handbook of Rates and Distribution Services, each term set out below shall have the meaning set out opposite it:

Annual Turnover Volume ("ATV"): The sum of the contracted volumes injected into and withdrawn from storage by an applicant within a contract year.

Annual Volume Deficiency: The difference between the Minimum Annual Volume and the volume actually taken in a contract year, if such volume is less than the Minimum Annual Volume.

Applicant: The party who makes application to the Company for one or more of the services of the Company and such term includes any party receiving one or more of the services of the Company.

Authorized Volume: In regards to Sales Service Agreements, the Contract Demand.

In regards to Bundled Transportation Service arrangements, the Contract Demand (CD) less the amount by which the Applicant's Mean Daily Volume (MDV) exceeds the Daily Delivered Volume (Delivery) and less the volume by which the Applicant has been ordered to curtail or discontinue the use of gas (Curtailment Volume) or otherwise represented as:

CD – (MDV – Delivery) – Curtailment Volume

Back-stopping: A service whereby alternative supplies of gas may be available in the event that an Applicant's supply of gas is not available for delivery to the Company.

Banked Gas Account: A record of the amount of gas delivered by the Applicant to the Company in respect of a Terminal Location (credits) and of volume of gas taken by the Applicant at the Terminal Location (debits)

Billing Contract Demand: Applicable only to new customers who take Dedicated Service under Rate 125. The Company and the Applicant shall determine a Billing Contract Demand which would result in annual revenues over the term of the contract that would enable the Company to recover the invested capital, return on capital, and O&M costs of the Dedicated Service in accordance with its system expansion policies.

Billing Month: A period of approximately thirty (30) days following which the Company renders a bill to an applicant. The billing month is determined by the Company's monthly Reading and Billing Schedule. With respect to rate 135 LVDC's, there are eight summer months and four winter months.

Board: Ontario Energy Board. (OEB)

Bundled Service: A service in which the demand for natural gas at a Terminal Location is met by the Company utilizing Load balancing resources.

Buy/Sell Arrangement: An arrangement, the terms of which are provided for in one or more agreements to which one or more of an end user of gas (being a party that buys from the Company gas delivered to a Terminal Location), an affiliate of an end user and a marketer, broker or agent of an end user is a party and the Company is a party, and pursuant to which the Company agrees to buy from the end user or its affiliate a supply of gas and to sell to the end user gas delivered to a Terminal Location served from the gas distribution network. The Company will not enter into any new buy/sell agreement after April 1, 1999.

Buy/Sell Price: The Price per cubic meter which the Company would pay for gas purchased pursuant to a Buy/Sell Arrangement in which the purchase takes place in Ontario.

Commodity Charge: A charge per unit volume of gas actually taken by the Applicant, as distinguished from a demand charge which is based on the maximum daily volume an Applicant has the right to take.

Company: Enbridge Gas Distribution Inc.

Contract Demand: A contractually specified volume of gas applicable to service under a particular Rate Schedule for each Terminal Location which is the maximum volume of gas the Company is required to deliver on a daily basis under a Large Volume Distribution Contract.

Cubic Metre ("m³"): That volume of gas which at a temperature of 15 degrees Celsius and at an absolute pressure of 101.325 kilopascals ("kPa") occupies one cubic metre. "10³m³" means 1,000 cubic metres.

Curtailment: An interruption in an Applicant's gas supply at a Terminal Location resulting from compliance with a request or an order by the Company to discontinue or curtail the use of gas.

Curtailment Credit: A credit available to interruptible customers to recognize the benefits they provide to the system during the winter months.

Curtailment Delivered Supply (CDS): An additional volume of gas, in excess of the Applicant's Mean Daily Volume and determined by mutual agreement between the Applicant and the Company, which is Nominated and delivered by or on behalf of the Applicant to a point of interconnection with the Company's distribution system on a day of Curtailment.

Customer Charge: A monthly fixed charge that reflects being connected to the gas distribution system.

Daily Consumption VS Gas Quantity: The volume of natural gas taken on a day at a Terminal Location as measured by daily metering equipment or, where the Company does not own and maintain daily metering equipment at a Terminal Location, the

volume of gas taken within a billing period divided by the number of days in the billing period.

Daily Delivered Volume: The volume of gas accepted by the Company as having been delivered by an Applicant to the Company on a day.

Dedicated Service: An Unbundled Service provided through a gas distribution pipeline that is initially constructed to serve a single customer, and for which the volume of gas is measured through a billing meter that is directly connected to a third party transporter or other third party facility, when service commences.

Delivery Charge: A component of the Rate Schedule through which the Company recovers its operating costs.

Demand Charge: A fixed monthly charge which is applied to the Contract Demand specified in a Service Contract.

Demand Overrun: The amount of gas taken at a Terminal Location exceeding the Contract Demand.

Direct Purchase: Natural gas supply purchase arrangements transacted directly between the Applicant and one or more parties, including the Company.

Disconnect and Reconnect Charges: The charges levied by the Company for disconnecting or reconnecting an Applicant from or to the Company's distribution system.

Diversión: Delivery of gas on a day to a delivery point different from the normal delivery point specified in a Service Contract.

Firm Service: A service for a continuous delivery of gas without curtailment, except under extraordinary circumstances.

Firm Transportation ("FT"): Firm Transportation service offered by upstream pipelines to move gas from a receipt point to a delivery point, as defined by the pipeline.

Force Majeure: Any cause not reasonably within the control of the Company and which the Company cannot prevent or overcome with reasonable due diligence, including:

(a) physical events such as an act of God, landslide, earthquake, storm or storm warning such as a hurricane which results in evacuation of an affected area, flood, washout, explosion, breakage or accident to machinery or equipment or lines of pipe used to transport gas, the necessity for making repairs to or alterations of such machinery or equipment or lines of pipe or inability to obtain materials, supplies (including a supply of services) or permits required by the Company to provide service;

(b) interruption and/or curtailment of firm transportation by a gas transporter for the Company;

(c) acts of others such as strike, lockout or other industrial disturbance, civil disturbance, blockade, act of a public enemy, terrorism, riot, sabotage, insurrections or war, as well as physical damage resulting from the negligence of others;

(d) in relation to Load Balancing, failure or malfunction of any storage equipment or facilities of the Company; and

(e) governmental actions, such as necessity for compliance with any applicable laws.

Gas: Natural Gas.

Gas Delivery Agreement: A written agreement pursuant to which the Company agrees to transport gas on the Applicant's behalf to a specified Terminal Location.

Gas Distribution Network: The physical facilities owned by the Company and utilized to contain, move and measure natural gas.

Gas Sale Contract: A written agreement pursuant to which the Company agrees to supply and deliver gas to a specified Terminal Location.

Gas Supply Charge: A charge for the gas commodity purchased by the applicant.

Gas Supply Load Balancing Charge: A charge in the Rate Schedules where the Company recovers the cost of ensuring gas supply matches consumption on a daily basis.

General Service Rates: The Rate Schedules applicable to those Bundled Services for which a specific contract between the Company and the Applicant is not generally required. The General Service Rates include Rates 1, 6, and 9 of the Company.

Gigajoule ("GJ"): See Joule.

Hourly Demand: A contractually specified volume of gas applicable to service under a particular Rate Schedule which is the maximum volume of gas the Company is required to deliver to an Applicant on a hourly basis under a Service Contract.

Imperial Conversion Factors:

Volume:

1,000 cubic feet (cf)	=	1 Mcf
	=	28.32784 cubic metres (m ³)
1 billion cubic feet (cf)	=	28.32784 10 ⁶ m ³

Pressure:

1 pound force per square inch (p.s.i.)	=	6.894757 kilopascals (kPa)
1 inch Water Column (in W.C.) (60°F)	=	0.249 kPa (15.5°C)
1 standard atmosphere	=	101.325 kPa

Energy:

1 million British thermal units	=	1 MMBtu
	=	1.055056 gigajoules (GJ)
948,213.3 Btu	=	1 GJ

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Monetary Value:

\$1 per Mcf	=	\$0.03530096 per m ³
\$1 per MMBtu	=	\$0.9482133 per GJ

Interruptible Service: Gas service which is subject to curtailment for either capacity and/or supply reasons, at the option of the Company.

Intra-Alberta Service: Firm transportation service on the Nova pipeline system under which volumes are delivered to an Intra-Alberta point of acceptance.

Joule ("J"): The amount of work done when the point of application of a force of one newton is displaced a distance of one metre in the direction of the force. One megajoule ("MJ") means 1,000,000 joules; one gigajoule ("GJ") means 1,000,000,000 joules.

Large Volume Distribution Contract: (LVDC): A written agreement pursuant to which the Company agrees to supply and deliver gas to a specified Terminal Location.

Large Volume Distribution Contract Rates: The Rate Schedules applicable for annual consumption exceeding 340,000 cubic metres of gas per year and for which a specific contract between the Company and the Applicant is required.

Load-Balancing: The balancing of the gas supply to meet demand. Storage and other peak supply sources, curtailment of interruptible services, and diversions from one delivery point to another may be used by the Company.

Make-up Volume: A volume of gas nominated and delivered, pursuant to mutually agreed arrangements, by an Applicant to the Company for the purpose of reducing or eliminating a net debit balance in the Applicant's Banked Gas Account.

Mean Daily Volume (MDV): The volume of gas which an Applicant who delivers gas to the Company, under a T-Service arrangement, agrees to deliver to the Company each day in the term of the arrangement.

Metric Conversion Factors:**Volume:**

1 cubic metre (m ³)	=	35.30096 cubic feet (cf)
1,000 cubic metres	=	10 ³ m ³
	=	35,300.96 cf
	=	35.30096 Mcf
28.32784 m ³	=	1 Mcf

Pressure:

1 kilopascal (kPa)	=	1,000 pascals
	=	0.145 pounds per square inch (p.s.i.)
101.325 kPa	=	one standard atmosphere

Energy:

1 megajoule (MJ)	=	1,000,000 joules
	=	948.2133 British thermal units (Btu)
1 gigajoule (GJ)	=	948,213.3 Btu
1.055056 GJ	=	1 MMBtu

Monetary Value:

\$1 per 10 ³ m ³	=	\$0.02832784 per Mcf
\$1 per gigajoule	=	\$1.055056 per MMBtu

Minimum Annual Volume: The minimum annual volume as stated in the customer's contract, also Section E.

Natural Gas: Natural and/or residue gas comprised primarily of methane.

Nominated Volume: The volume of gas which an Applicant has advised the Company it will deliver to the Company in a day.

Nominate, Nomination: The procedure of advising the Company of the volume which the Applicant expects to deliver to the Company in a day.

Ontario Energy Board: An agency of the Ontario Government which, amongst other things, approves the Company's Rate Schedules (Part V of this HANDBOOK) and the matters described in Parts III and IV of this HANDBOOK.

Point of Acceptance: The point at which the Company accepts delivery of a supply of natural gas for transportation to, or purchase from, the Applicant.

Rate Schedule: A numbered rate of the Company as fixed or approved by the OEB. that specifies rates, applicability, character of service, terms and conditions of service and the effective date.

Seasonal Credit: A credit applicable to Rate 135 customers to recognize the benefits they provide to the storage operations during the winter period.

Service Contract: An agreement between the Company and the Applicant which describes the responsibilities of each party in respect to the arrangements for the Company to provide Sales Service or Transportation Service to one or more Terminal Locations.

System Sales Service: A service of the Company in which the Company acquires and sells to the Applicant the Applicant's natural gas requirements.

T-Service: Transportation Service.

Terminal Location: The building or other facility of the Applicant at or in which natural gas will be used by the Applicant.

Transportation Service: A service in which the Company agrees to transport gas on the Applicant's behalf to a specified Terminal Location.

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Unbundled Service: A service in which the demand for natural gas at a Terminal Location is met by the Applicant contracting for separate services (upstream transportation, load balancing/storage, transportation on the Company's distribution system) of which only Transportation Service is mandatory with the Company.

Western Canada Buy Price: The price per cubic metre which the Company would pay for gas pursuant to a Buy/Sell Agreement in which the purchase takes place in Western Canada.

PART II

RATES AND SERVICES AVAILABLE

The provisions of this PART II are intended to provide a general description of services offered by the Company and certain matters relating thereto. Such provisions are not definitive or comprehensive as to their subject matter and may be changed by the Company at any time without notice.

SECTION A - INTRODUCTION

1. In Franchise Services

Enbridge Gas Distribution provides in franchise services for the transportation of natural gas from the point of its delivery to Enbridge Gas Distribution to the Terminal Location at which the gas will be used. The natural gas to be transported may be owned by the Applicant for service or by the Company. In the latter case, it will be sold to the customer at the outlet of the meter located at the Terminal Location.

Applicants may elect to have the Company provide all-inclusively the services which are mutually agreed to be required or they may select (from the 300 series of rates, and Rate 125) only the amounts of those services which they consider they need.

The all-inclusive services are provided pursuant to Rates 1, 6 and 9, ("the General Service Rates") and Rates 100, 110, 115, 135, 145, and 170 ("the Large Volume Service Rates"). Individual services are available under Rates 125, 300, 315, and 316 ("the Unbundled Service Rates").

Service to residential locations is provided pursuant to Rate 1.

Service which may be interrupted at the option of the Company is available, at rates lower than would apply for equivalent service under a firm rate schedule, pursuant to Rates 145, 170. Under all other rate schedules, service is provided upon demand by the Applicant, i.e., on a firm service basis.

2. Ex-Franchise Services

Enbridge Gas Distribution provides ex-franchise services for the transportation of natural gas through its distribution system to a point of interconnection with the distribution system of other distributors of natural gas. Such service is provided pursuant to Rate 200 and provides for the bundled transportation of gas owned by the Company, owned by customers of that distributor, or owned by that distributor.

For the purposes of interpreting the terms and conditions contained in this Handbook of Rates and Distribution Services the ex-franchise distributor shall be considered to be the applicant for the transportation of its customer owned gas and shall assume all the obligations of transportation as if it owned the gas.

Nominations for transportation service must specify whether the volume to be transported is to displace firm or interruptible demand or general service.

In addition, the Company provides Compression, Storage, and Transmission services on its Tecumseh system under Rates 325, 330 and 331.

SECTION B - DIRECT PURCHASE ARRANGEMENTS

Applicants who purchase their natural gas requirements directly from someone other than the Company or who are brokers or agents for an end user, may arrange to transport gas on the Company's distribution network in conjunction with a Western Buy/Sell Arrangement or pursuant to an Ontario Delivery Transportation Service Arrangement, whether Bundled or Unbundled, or a Western Bundled Transportation Service Arrangement.

B. Western Canada

Buy/Sell in a Western Canada Buy/Sell Arrangement the Applicant delivers gas to a point in Western Canada which connects with the transmission pipeline of TransCanada PipeLines Limited. At that point, the Company purchases the gas from the Applicant at a price specified in Rider 'B' of the rate schedules less the costs for transmission of the gas from the point of purchase to a point in Ontario at which the Company's gas distribution network connects with a transmission pipeline system. The Company will not be entering into any new Western Canada buy/sell arrangements after April 1, 1999.

C. Ontario Delivery T-Service Arrangements

In an Ontario Delivery T-Service Arrangement the Applicant delivers gas, to a contractually agreed-upon point of acceptance in Ontario.

Delivery from the point of direct interconnection with the Company's gas distribution network to a Terminal Location served from the Company's gas distribution network may be obtained by the Applicant either under the Bundled Service Rate Schedules or under the Unbundled Service Rate Schedules.

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(i) Bundled T-Service

Bundled T-Service is so called because all of the services required by the Applicant (delivery and load balancing) are provided for the prices specified in the applicable Rate Schedule. In a Bundled T-Service arrangement the Applicant contracts to deliver each day to the Company a Mean Daily Volume of gas. Fluctuations in the demand for gas at the Terminal Location are balanced by the Company.

(ii) Unbundled T-Service

The Unbundled Service Rates allow an Applicant to contract for only such kinds of service as the Applicant chooses. The potential advantage to an Applicant is that the chosen amounts of service may be less than the amounts required by an average customer represented in the applicable Rate Schedule, in which case the Applicant may be able to reduce the costs otherwise payable under Bundled T-Service.

D. Western Delivery T-Service Arrangement

In a Western Delivery T-Service Arrangement the Applicant contracts to deliver each day to a point on the TransCanada PipeLines Ltd. transmission system in Western Canada a Mean Daily Volume of gas plus fuel gas. Delivery from that point to the Terminal Location is carried out by the Company using its contracted capacity on the TransCanada PipeLines Limited. system and its gas distribution network. Unbundled T-Service in Ontario is not available with the Western Delivery Option.

An Applicant desiring to receive Transportation Service or to establish a Buy/Sell Agreement must first enter into the applicable written agreements with the Company.

PART III

TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

The provisions of this PART III are applicable to, and only to, Sales Service and Transportation Service.

SECTION A - AVAILABILITY

Unless otherwise stated in a Rate Schedule, the Company's rates and services are available throughout the entire franchised area serviced by the Company. Transportation service and/or sales service will be provided subject to the Company having the capacity in its gas distribution network to provide the service requested. When the Company is requested to supply the natural gas to be delivered, service shall be available subject to the Company having

available to it a supply of gas adequate to meet the requirement without jeopardizing the supply to its existing customers.

Service shall be made available after acceptance by the Company of an application for service to a Terminal Location at which the natural gas will be used.

SECTION B - ENERGY CONTENT

The price of natural gas sold at a Terminal Location is based on the assumption that each cubic metre of such natural gas contains a certain number of megajoules of energy which number is specified in the Rate Schedules. Variations in cost resulting from the energy content of the gas actually delivered to the Company by its supplier(s) differing from the assumed energy content will be recorded and used to adjust future bills. Such adjustments shall be made in accordance with practices approved from time to time by the Ontario Energy Board.

SECTION C - SUBSTITUTION PROVISION

The Company may deliver gas from any standby equipment provided that the gas so delivered shall be reasonably equivalent to the natural gas normally delivered.

SECTION D - BILLS

Bills will be mailed or delivered monthly or at such other time period as set out in the Service Contract. Gas consumption to which the Company's rates apply will be determined by the Company either by meter reading or by the Company's estimate of consumption where meter reading has not occurred. The rates and charges applicable to a billing month shall be those applicable to the calendar month which includes the last day of the billing month.

SECTION E - MINIMUM BILLS

The minimum bill per month applicable to service under any particular Rate Schedule shall be the Customer Charge plus any applicable Contract Demand Charges for Delivery, Gas Supply Load Balancing, and Gas Supply and any applicable Direct Purchase Administration Charge, all as provided for in the applicable Rate Schedule.

In addition, for service under each of the Large Volume Distribution Contract Rates, if in a contract year a volume of gas equal to or greater than the product of the Contract Demand multiplied by a contractually specified multiple of the Contract Demand ("Minimum Annual Volume") is not taken at the Terminal Location the Applicant shall pay, in addition to the minimum monthly bills, the amount obtained when the difference between the Minimum Annual Volume and the volume taken in the contract year (such difference being the Annual Volume Deficiency) is multiplied by the applicable Minimum Bill Charge(s) as provided for in the applicable Rate Schedule. Notwithstanding the foregoing, the Minimum Annual Volume shall

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be the greater of the Minimum Annual Volume as determined above and 340,000 m³.

If gas deliveries to the Terminal Location have been ordered to be curtailed or discontinued in a contract year at the request of the Company and have been curtailed or discontinued as ordered, the Minimum Annual Volume shall be reduced for each day of curtailment or discontinuance by the excess of the Contract Demand over the volume delivered to the Terminal Location on such day.

SECTION F - PAYMENT CONDITIONS

Enbridge Gas Distribution charges are due when the bill is received, which is considered to be three days after the date the bill is rendered, or within such other time period as set out in the Service Contract. A late payment charge of 1.5% per month (19.56% effectively per annum) of all of the unpaid Enbridge Gas Distribution charges, including all applicable federal and provincial taxes, is applied to the account on the seventeenth (17th) day following the date the bill is due.

SECTION G - TERM OF ARRANGEMENT

When gas service is provided and there is no written agreement in effect relating to the provision of such service, the term for which such service is to continue shall be one year. The term shall automatically be extended for a further year immediately following the expiry of any initial one year term or one year extension unless reasonable notice to terminate service is given to the Company, in a manner acceptable to the Company, prior to the expiry of the term. An Applicant receiving such service who temporarily discontinues service in the initial one year term or any one year extension and does not pay all the minimum bills for the period of such temporary discontinuance of service shall, upon the continuance of service, be liable to pay an amount equal to the unpaid minimum bills for such period. When a written agreement is in effect relating to the provision of gas service, the term for which such service is to continue shall be as provided for in the agreement.

SECTION H - RESALE PROHIBITION

Gas taken at a Terminal Location shall not be resold other than in accordance with all applicable laws and regulations and orders of any governmental authority or OEB having jurisdiction.

SECTION I - MEASUREMENT

The Company will install, operate and maintain at a Terminal Location such measurement equipment of suitable capacity and design as is required to measure the volume of gas delivered. Any special conditions for measurement are contained in the General Terms and Conditions which form part of each Large Volume Distribution Contract.

SECTION J - RATES IN CONTRACTS

Notwithstanding any rates for service specified in any Service Contract, the rates and charges provided for in an applicable Rate Schedule shall apply for service rendered on and after the effective date stated in such Rate Schedule until such Rate Schedule ceases to be applicable.

SECTION K - ADVICE RE: CURTAILMENT

The Company, if requested, will advise Applicants taking interruptible service of its estimate of service curtailment for the forthcoming winter. Such estimate will be provided as guidance to the Applicant in arranging for alternate fuel supply requirements. Abnormal weather and/or other unforeseen events may cause greater or lesser curtailment of service than expected.

SECTION L - DAILY DELIVERED VOLUMES

For purposes including that of calculating daily overrun gas volumes, the Company will recognize as having been delivered to it on a given day the sum of:

- a) the volume of gas delivered under Intra-Alberta transportation arrangements, if any, plus;
- b) the volume of gas delivered under FT transportation arrangements, if any, plus;

SECTION M - AUTHORIZED OVERRUN GAS

If an Applicant requests permission to exceed the Authorized Volume for a day, and such authorization is granted, such gas shall constitute Authorized Overrun Gas. Such gas shall either be sold by the Company to the Applicant pursuant to the provisions of Rate 320 applicable on such day, or, at the Company's sole discretion, under the Rate Schedule the customer is purchasing prior to such request. If the Applicant is supplying their own gas requirements and if the Applicant request and at the Company's sole discretion, such Overrun Gas will be debited to the Applicant's Baked gas Account.

SECTION N - UNAUTHORIZED SUPPLY OVERRUN GAS

If an Applicant for Transportation Service pursuant to the General Service Rates on any day delivers to the Company a Daily Delivered Volume which is less than the Mean Daily Volume, the volume of gas by which the Mean Daily Volume applicable to such day exceeds the Daily Delivered Volume delivered by the Applicant to the Company on such day shall constitute Unauthorized Supply Overrun Gas and shall be deemed to have been taken and purchased on such day. The rate applicable to such volume shall be 150% of the average price on each day on which an overrun occurred for the calendar month as published in the Gas Daily for the Niagara and Iroquois export points for the CDA and the EDA delivery areas respectively.

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Unauthorized Supply Overrun Gas for a day applicable to a Service Contract with an Applicant for service under the Large Volume Distribution Contract Rates is:

- (a) the volume of gas by which the Daily Gas Quantity under the Service Contract on such day exceeds the Authorized Volume for such day, if any
plus
- (b) if the day is in the months of December to March inclusive for an Applicant taking service on Rate 135 under Option a) or if the day is in the month of December under Option b), or if the day is a day on or in respect of which the Applicant has been requested in accordance with the Service Contract to curtail or discontinue the use of gas and the Service Contract is in whole or in part for interruptible Transportation Service, the volume of gas, if any, by which
- (i) the Mean Daily Volume set out in the Service Contract and is applicable to such day exceeds
- (ii) the Daily Delivered Volume delivered by the Applicant to the Company on such day, which excess volume of gas shall be deemed to have been taken and purchased by the Applicant on such day.

The Applicant shall pay the Company for Unauthorized Supply Overrun Gas at the rate applicable to Unauthorized Supply Overrun Gas as provided for in the Rate Schedule(s) applicable to the Service Contract.

Unauthorized Supply Overrun Gas for a day applicable to a Service Contract with an Applicant for service under Rate 125 or Rate 300 shall be determined from the provisions of the applicable Rate Schedule. The Applicant shall pay the Company for Unauthorized Supply Overrun Gas at the rate applicable to Unauthorized Supply Overrun Gas as provided for in the Rate Schedule(s) applicable to the Service Contract.

SECTION O – COMPANY RESPONSIBILITY AND LIABILITY

This Section O applies only to gas distribution service under Rates 1, 6 and 9, and does not replace or supercede the terms in any applicable Service Contract.

The Company shall make reasonable efforts to maintain, but does not guarantee, continuity of gas service to its customers. The Company may, in its sole discretion, terminate or interrupt gas service to customers;

to maintain safety and reliability on, or to facilitate construction, installation, maintenance, repair, replacement or inspection of the Company's facilities; or

for any reason related to dangerous or hazardous circumstances, emergencies or Force Majeure.

The Company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether direct, indirect, special or consequential in nature, (excepting only direct physical loss, injury or damage to a customer or a customer's property, resulting from the negligent acts or omissions of the Company, its employees or agents) arising from or connected with any failure, defect, fluctuation or interruption in the provision of gas service by the Company to its customers.

PART IV

TERMS AND CONDITIONS – DIRECT PURCHASE ARRANGEMENTS

Any Applicant, at the time of applying for service, may elect, in and for the term of any Service Contract, to deliver its own natural gas requirements to the Company and the Company shall deliver gas to a Terminal Location as required by the Applicant, subject to the terms and conditions contained in the applicable Rate Schedule and in the Service Contract. For Buy/Sell Arrangements and Bundled T-Service the deliveries by the Applicant to the Company shall be at the Applicant's estimated mean daily rate of consumption.

Backstopping of an Applicant's natural gas supply for Transportation Service arrangements will be available pursuant to Rate 320 subject to the Company's ability to do so using reasonable commercial efforts. Gas Purchase Agreements in respect to Buy/Sell Arrangements shall specify terms and conditions available to the Company to alleviate certain consequences of the Applicant's failure to deliver the required volume of gas.

The following Terms and Conditions shall apply to, and only to, Transportation Service and/or Gas Purchase Agreements.

SECTION A - NOMINATIONS

An Applicant delivering gas to the Company pursuant to a contract is responsible for advising the Company, by means of a contractually specified Nomination procedure, of the daily volume of gas to be delivered to the Company by or on behalf of the Applicant.

An initial daily volume must be Nominated by a contractually specified time before the first day on which gas is to be delivered to the Company. Any Nomination, once accepted by the Company, shall be considered as a standing nomination applicable to each subsequent day in a contract term unless specifically varied by written notice to the Company.

A contract may specify certain contractual provisions that are applicable in the event that an Applicant either fails to advise of a revised daily nomination or fails to deliver the daily volume so nominated.

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A Nominated Volume in excess of the Applicant's Maximum Daily Volume as specified in the Service Contract will not be accepted except as specifically provided for in any contract.

SECTION B - OBLIGATION TO DELIVER

During any period of curtailment or discontinuance of Bundled interruptible Transportation Service as ordered by the Company, any Applicant supplying its own gas requirements must, on such day, deliver to the Company the Mean Daily Volume of gas specified in any Service Contract.

Unless otherwise authorized by the Company in writing, each Applicant taking service pursuant to an OTS-ABC Gas Delivery Agreement shall meet its obligation to deliver gas to the Company by underpinning a minimum percentage and volume of their gas deliveries with firm transport (which in this section is both Firm Transportation and Short Term Firm Transportation) for the winter period commencing January 1 and ending March 31 (the "winter period").

The minimum amounts to be underpinned by firm transport shall be expressed in both volumetric and percentage terms. For the percentage amount, each Applicant shall calculate the annual percentage of gas deliveries to the Company for each of the immediate past three winter periods which were underpinned by firm transport, and taking the average of these three years' percentages, add ten percentage⁽¹⁾ points to the average to establish the minimal amount of gas deliveries that must be underpinned by firm transport for the winter period (e.g., if the average of the past three years is 50% then the addition of ten points will yield 60%⁽²⁾).

No later than November 1 of each year and beginning November 1, 2009, each Applicant shall provide written confirmation to the Company of their gas delivery plans for the winter period, including the amounts to be underpinned by firm transport (expressed in both volumetric and percentage terms) as calculated above.

An Applicant taking service on Rate 135 under Option a) must deliver to the Company the Mean Daily Volume of gas specified in the Service Contract in the months of December to March, inclusive.

An Applicant taking service on Rate 135 under Option b) must deliver to the Company the Modified Mean Daily Volume of gas specified in the Service Contract in the month of December.

Applicants taking service on General Service rates pursuant to a Direct Purchase Agreement must, on each day in the term of such agreement, deliver to the Company the Mean Daily Volume of gas specified in such agreement.

- (1) If a direct shipper had no deliveries for a given year, then the calculation should exclude that year; if a direct shipper has less

than three winter periods, the calculation will be the average of the periods in which deliveries occurred.

- (2) The amount shall not exceed 100%.

SECTION C - DIVERSION RIGHTS

Subject to compliance with the Terms and Conditions of all Required Orders, an Applicant who has entered into a Transportation Service Agreement or Agreements which provide(s) for deliveries to the Company for more than one Terminal Location shall have the right, on such terms and only on such terms as are specified in the applicable Transportation Service Agreement, to divert deliveries from one or more contractually specified Terminal Locations to other contractually specified Terminal Locations.

SECTION D - BANKED GAS ACCOUNT (BGA)

For T-Service Applicants, the Company shall keep a record ("Banked Gas Account") of the volume of gas delivered by the Applicant to the Company in respect of a Terminal Location (credits) and of the volume of gas taken by the Applicant at the Terminal Location (debits). (Any volume of gas sold by the Company to the Applicant in respect to the Terminal Location shall not be debited to the Banked Gas Account). The Company shall periodically report to the Applicant the net balance in the Applicant's Banked Gas Account.

SECTION E - DISPOSITION OF BANKED GAS ACCOUNT (BGA) BALANCES

- A. The following Terms and Conditions shall apply to Bundled T-Service:

(a) At the end of each contract year, disposition of any net debit balance in the Banked Gas Account (BGA) shall be made as follows:

The Applicant, by written notice to the Company within thirty (30) days of the end of the contract year, may elect to return to the Company, in kind, during the one hundred and eighty (180) days following the end of the contract year, that portion of any debit balance in the Banked Gas Account as at the end of the contract year not exceeding a volume of twenty times the Applicant's Mean Daily Volume by the Applicant delivering to the Company on days agreed upon by the Company and the Applicant a volume of gas greater than the Mean Daily Volume, if any, applicable to such day under a Service Contract. Any volume of gas returned to the Company as aforesaid shall not be credited to the Banked Gas Account in the subsequent contract year. Any debit balance in the Banked Gas Account as at the end of the contract year which is not both elected to be returned, and actually returned, to the Company as aforesaid shall be deemed to have been sold to the Applicant and the Applicant shall pay for such gas within ten (10) days of the rendering of a bill therefor. The rate applicable to such gas shall be:

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(1) for *Bundled Western T-Service*, 120% of the average price over the contracted year, based on the published index price for the Monthly AECO/NIT supply adjusted for Nova's AECO to Empress transportation tolls and compressor fuel costs.

(2) for *Bundled Ontario T-Service*, 120% of the average price over the contracted year, based on the published index price for the Monthly AECO/NIT supply adjusted for Nova's AECO to Empress transportation tolls and compressor fuel costs, plus the Company's average transportation cost to its franchise area over the contract year.

(b) A credit balance in the Banked Gas Account as at the end of the contract year must be eliminated in one or more of the following manners, namely:

(i) Subject to clause (ii), if the Applicant continues to take service from the Company under a contract pursuant to which the Applicant delivers gas to the Company and the Applicant so elects (by written notice to the Company within thirty (30) days of the end of the contract year), that portion of such balance which the Applicant stipulates in such written notice and which does not exceed twenty times the Applicant's Mean Daily Volume may be carried forward as a credit to the Banked Gas Account for the next succeeding contract year. Any volume duly elected to be carried forward under this clause shall, and may only, be reduced within the period of one hundred and eighty (180) days ("Adjustment Period") immediately following the contract year, by the Applicant delivering to the Company, on days in the Adjustment Period agreed upon by the Company and the Applicant ("Adjustment Days"), a volume of gas less than the Mean Daily Volume applicable to such day under a Service Contract. Subject to the foregoing, the credit balance in the Banked Gas Account shall be deemed to be reduced on each Adjustment Day by the volume ("Daily Reduction Volume") by which the Mean Daily Volume applicable to such day exceeds the greater of the volume of gas delivered by the Applicant on such day and the Nominated Volume for such day which was accepted by the Company.

(ii) Any portion of a credit balance in the Banked Gas Account which is not eligible to be eliminated in accordance with clause (i), or which the Applicant elects (by written notice to the Company within thirty (30) days of the end of the contract year) to sell under this clause, shall be deemed to have been tendered for sale to the Company and the Company shall purchase such portion at:

(1) for *Bundled Western T-Service*, a price per cubic metre of eighty percent (80%) of the average price over the contract year, based on the published index price for the Monthly AECO/NIT supply adjusted for Nova's AECO to Empress transportation tolls and compressor fuel costs, less the Company's average transportation cost to its franchise area over the contract year.

(2) for *Bundled Ontario T-Service*, a price per cubic metre of eighty percent (80%) of the average price over the contract year, based on the published index price for the Monthly AECO/NIT supply adjusted for Nova's AECO to Empress transportation tolls and compressor fuel costs.

Any volume of gas deemed to have been so tendered for sale shall be deemed to have been eliminated from the credit balance of the Banked Gas Account.

During the Adjustment Period the Company shall use reasonable efforts to accept the Applicant's reduced gas deliveries. Any credit balance in the Banked Gas Account not eliminated as aforesaid in the Adjustment Period shall be forfeited to, and be the property of, the Company, and such volume of gas shall be debited to the Banked Gas Account as at the end of the Adjustment Period.

Subject to its ability to do so, the Company will attempt to accommodate arrangements which would permit adjustments to Banked Gas Account balances at times and in a manner which are mutually agreed upon by the Applicant and the Company.

B. The following Terms and Conditions shall apply to Unbundled Service:

The Terms and Conditions for disposition of Cumulative Imbalance Account balances shall be as specified in the applicable Service Contracts.

APPLICABILITY:

To any Applicant needing to use the Company's natural gas distribution network to have transported a supply of natural gas to a residential building served through one meter and containing no more than six dwelling units ("Terminal Location").

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

Monthly Customer Charge

Billing Month
January
to
December
\$18.00

Delivery Charge per cubic metre

For the first 30 m ³ per month	8.4196 ¢/m ³
For the next 55 m ³ per month	7.9196 ¢/m ³
For the next 85 m ³ per month	7.5278 ¢/m ³
For all over 170 m ³ per month	7.2361 ¢/m ³

Transportation Charge per cubic metre3.9094 ¢/m³

System Sales Gas Supply Charge per cubic metre
(If applicable)

19.8119 ¢/m³

The rates quoted above shall be subject to the Gas Cost Adjustment contained in Rider "C" and the Revenue Adjustment Rider contained in Rider "E". Also, meter readings will be adjusted by the Atmospheric Pressure Factor relevant to the customer's location as shown in Rider "F".

The Gas Supply Charge is applicable if the Applicant is not providing its own supply of natural gas for transportation.

DIRECT PURCHASE ARRANGEMENTS:

Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule.

TERMS AND CONDITIONS OF SERVICE:

The provisions of PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** apply, as contemplated therein, to service under this Rate Schedule.

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2010 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2010.

APPLICABILITY:

To any Applicant needing to use the Company's natural gas distribution network to have transported a supply of natural gas to a single terminal location ("Terminal Location") for non-residential purposes.

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month January to December
Monthly Customer Charge	\$60.00
Delivery Charge per cubic metre	
For the first 500 m ³ per month	7.8580 ¢/m ³
For the next 1050 m ³ per month	6.1530 ¢/m ³
For the next 4500 m ³ per month	4.9594 ¢/m ³
For the next 7000 m ³ per month	4.1922 ¢/m ³
For the next 15250 m ³ per month	3.8513 ¢/m ³
For all over 28300 m ³ per month	3.7660 ¢/m ³
Transportation Charge per cubic metre	3.9094 ¢/m³
System Sales Gas Supply Charge per cubic metre (If applicable)	19.8974 ¢/m³

The rates quoted above shall be subject to the Gas Cost Adjustment contained in Rider "C" and the Revenue Adjustment Rider contained in Rider "E". Also, meter readings will be adjusted by the Atmospheric Pressure Factor relevant to the customer's location as shown in Rider "F".
The Gas Supply Charge is applicable if the Applicant is not providing its own supply of natural gas for transportation.

DIRECT PURCHASE ARRANGEMENTS:

Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule.

TERMS AND CONDITIONS OF SERVICE:

The provisions of PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** apply, as contemplated therein, to service under this Rate Schedule.

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2010 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2010.

APPLICABILITY:

To any Applicant needing to use the Company's natural gas distribution network to have transported a supply of natural gas to a single terminal location ("Terminal Location") at which, such gas is authorized by the Company to be resold by filling pressurized containers.

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month January to December
Monthly Customer Charge	\$233.12
Delivery Charge per cubic metre	
For the first 20,000 m ³ per month	10.6670 ¢/m ³
For all over 20,000 m ³ per month	9.9848 ¢/m ³
Transportation Charge per cubic metre	3.9094 ¢/m³
System Sales Gas Supply Charge per cubic metre (If applicable)	19.6732 ¢/m³

The rates quoted above shall be subject to the Gas Cost Adjustment contained in Rider "C" and the Revenue Adjustment Rider contained in Rider "E". In addition, meter readings will be adjusted by the Atmospheric Pressure Factor relevant to the customer's location as shown in Rider "F". The Gas Supply Charge is applicable if the Applicant is not providing its own supply of natural gas for transportation.

DIRECT PURCHASE ARRANGEMENTS:

Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule.

TERMS AND CONDITIONS OF SERVICE:

The provisions of PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** apply, as contemplated therein, to service under this Rate Schedule.

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2010 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2010.

APPLICABILITY:

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation, to a single terminal location ("Terminal Location"), of a specified annual volume of natural gas of not less than 340,000 cubic metres to be delivered at a specified maximum daily rate.

CHARACTER OF SERVICE:

Service shall be continuous (firm) except for events as specified in the Service Contract including force majeure.

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	<u>Billing Month January to December</u> \$121.52
Monthly Customer Charge	
Delivery Charge	
Per cubic metre of Contract Demand	8.1900 ¢/m ³
For the first 14,000 m ³ per month	5.1502 ¢/m ³
For the next 28,000 m ³ per month	3.7912 ¢/m ³
For all over 42,000 m ³ per month	3.2322 ¢/m ³
Gas Supply Load Balancing Charge	0.4768 ¢/m ³
Transportation Charge per cubic metre	3.9094 ¢/m ³
System Sales Gas Supply Charge per cubic metre (If applicable)	19.7364 ¢/m ³

The rates quoted above shall be subject to the Gas Cost Adjustment contained in Rider "C" and the Revenue Adjustment Rider contained in Rider "E". In addition, meter readings will be adjusted by the Atmospheric Pressure Factor relevant to the customer's location as shown in Rider "F". The Gas Supply Charge is applicable if the Applicant is not providing its own supply of natural gas for transportation.

DIRECT PURCHASE ARRANGEMENTS:

Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule.

UNAUTHORIZED OVERRUN GAS RATE:

When the Applicant takes Unauthorized Supply Overrun Gas, the Applicant shall purchase such gas at a rate of 150% of the average price on each day on which an overrun occurred for the calendar month as published in the Gas Daily for the Niagara and Iroquois export points for the CDA and EDA respectively.

On the second and subsequent occasion in a contract year when the Applicant takes Unauthorized Demand Overrun Gas, a new Contract Demand will be established and shall be charged equal to 120% of the applicable monthly charge for twelve months of the current contract term, including retroactively based on the terms of the Service Contract.

RATE NUMBER: 100

MINIMUM BILL:

Per cubic metre of Annual Volume Deficiency
(See Terms and Conditions of Service):

9.4856 ¢/m³

TERMS AND CONDITIONS OF SERVICE:

The provisions of PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** apply, as contemplated therein, to service under this Rate Schedule.

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2010 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2010.

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APPLICABILITY:

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation, to a single terminal location ("Terminal Location"), of an annual supply of natural gas of not less than 183 times a specified maximum daily volume of not less than 1,865 cubic metres.

CHARACTER OF SERVICE:

Service shall be continuous (firm) except for events as specified in the Service Contract including force majeure.

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	<u>Billing Month</u> <u>January</u> <u>to</u> <u>December</u> <u>\$585.00</u>
Monthly Customer Charge	
Delivery Charge	
Per cubic metre of Contract Demand	22.9100 ¢/m³
Per cubic metre of gas delivered	
For the first 1,000,000 m ³ per month	0.6149 ¢/m³
For all over 1,000,000 m ³ per month	0.4649 ¢/m³
Gas Supply Load Balancing Charge	0.1321 ¢/m³
Transportation Charge per cubic metre	3.9094 ¢/m³
System Sales Gas Supply Charge per cubic metre (If applicable)	19.6732 ¢/m³

The rates quoted above shall be subject to the Gas Cost Adjustment contained in Rider "C" and the Revenue Adjustment Rider contained in Rider "E". In addition, meter readings will be adjusted by the Atmospheric Pressure Factor relevant to the customer's location as shown in Rider "F". The Gas Supply Charge is applicable if the Applicant is not providing its own supply of natural gas for transportation.

DIRECT PURCHASE ARRANGEMENTS:

Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule.

UNAUTHORIZED OVERRUN GAS RATE:

When the Applicant takes Unauthorized Supply Overrun Gas, the Applicant shall purchase such gas at a rate of 150% of the average price on each day on which an overrun occurred for the calendar month as published in the Gas Daily for the Niagara and Iroquois export points for the CDA and EDA respectively.

On the second and subsequent occasion in a contract year when the Applicant takes Unauthorized Demand Overrun Gas, a new Contract Demand will be established and shall be charged equal to 120% of the applicable monthly charge for twelve months of the current contract term, including retroactively based on the terms of the Service Contract.

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MINIMUM BILL:

Per cubic metre of Annual Volume Deficiency
(See Terms and Conditions of Service):

4.6056 ¢/m³

In determining the Annual Volume Deficiency, the minimum bill multiplier shall not be less than 183.

TERMS AND CONDITIONS OF SERVICE:

The provisions of PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** apply, as contemplated therein, to service under this Rate Schedule.

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2010 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2010.

APPLICABILITY:

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation, to a single terminal location ("Terminal Location"), of an annual supply of natural gas of not less than 292 times a specified maximum daily volume of not less than 1,165 cubic metres.

CHARACTER OF SERVICE:

Service shall be continuous (firm) except for events as specified in the Service Contract including force majeure.

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month January to December
Monthly Customer Charge	\$620.86
Delivery Charge	
Per cubic metre of Contract Demand	24.3600 ¢/m ³
Per cubic metre of gas delivered	
For the first 1,000,000 m ³ per month	0.3513 ¢/m ³
For all over 1,000,000 m ³ per month	0.2513 ¢/m ³
Gas Supply Load Balancing Charge	0.0444 ¢/m³
Transportation Charge per cubic metre	3.9094 ¢/m³
System Sales Gas Supply Charge per cubic metre (If applicable)	19.6732 ¢/m³

The rates quoted above shall be subject to the Gas Cost Adjustment contained in Rider "C" and the Revenue Adjustment Rider contained in Rider "E". In addition, meter readings will be adjusted by the Atmospheric Pressure Factor relevant to the customer's location as shown in Rider "F". The Gas Supply Charge is applicable if the Applicant is not providing its own supply of natural gas for transportation.

DIRECT PURCHASE ARRANGEMENTS:

Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule.

UNAUTHORIZED OVERRUN GAS RATE:

When the Applicant takes Unauthorized Supply Overrun Gas, the Applicant shall purchase such gas at a rate of 150% of the average price on each day on which an overrun occurred for the calendar month as published in the Gas Daily for the Niagara and Iroquois export points for the CDA and EDA respectively.

On the second and subsequent occasion in a contract year when the Applicant takes Unauthorized Demand Overrun Gas, a new Contract Demand will be established and shall be charged equal to 120% of the applicable monthly charge for twelve months of the current contract term, including retroactively based on the terms of the Service Contract.

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MINIMUM BILL:

Per cubic metre of Annual Volume Deficiency
(See Terms and Conditions of Service):

4.2543 ¢/m³

In determining the Annual Volume Deficiency the minimum bill multiplier shall not be less than 292.

TERMS AND CONDITIONS OF SERVICE:

The provisions of PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** apply, as contemplated therein, to service under this Rate Schedule.

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2010 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2010.

RATE NUMBER: 125	EXTRA LARGE FIRM DISTRIBUTION SERVICE
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APPLICABILITY:

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation, to a single terminal location ("Terminal Location"), of a specified maximum daily volume of natural gas. The maximum daily volume for billing purposes, Contract Demand or Billing Contract Demand, as applicable, shall not be less than 600,000 cubic metres. The Service under this rate requires Automatic Meter Reading (AMR) capability.

CHARACTER OF SERVICE:

Service shall be firm except for events specified in the Service Contract including force majeure.

For Non-Dedicated Service the monthly demand charges payable shall be based on the Contract Demand which shall be 24 times the Hourly Demand and the Applicant shall not exceed the Hourly Demand.

For Dedicated Service the monthly demand charges payable shall be based on the Billing Contract Demand or the Contract Demand specified in the Service Contract. The Applicant shall not exceed an hourly flow calculated as 1/24th of the Contract Demand specified in the Service Contract.

DISTRIBUTION RATES:

The following rates and charges, as applicable, shall apply for deliveries to the Terminal Location.

Monthly Customer Charge	\$500.00
Demand Charge	
Per cubic metre of the Contract Demand or the Billing Contract Demand, as applicable, per month	9.0378 ¢/m³
Direct Purchase Administration Charge	\$75.00
Forecast Unaccounted For Gas Percentage	0.3%

Monthly Minimum Bill: The Monthly Customer Charge plus the Monthly Demand Charge.

TERMS AND CONDITIONS OF SERVICE:

1. To the extent that this Rate Schedule does not specifically address matters set out in PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** then the provisions in those Parts shall apply, as contemplated therein, to service under this Rate Schedule.

2. Unaccounted for Gas (UFG) Adjustment Factor:

The Applicant is required to deliver to the Company on a daily basis the sum of: (a) the volume of gas to be delivered to the Applicant's Terminal Location; and (b) a volume of gas equal to the forecast unaccounted for gas percentage as stated above multiplied by (a). In the case of a Dedicated Service, the Unaccounted for Gas volume requirement is not applicable.

3. Nominations:

Customer shall nominate gas delivery daily based on the gross commodity delivery required to serve the customer's daily load plus the UFG. Customers may change daily nominations based on the nomination windows within a day as defined by the customer contract with TransCanada PipeLines (TCPL) or Union Gas Limited.

Schedule of nominations under Rate 125 has to match upstream nominations. This rate does not allow for any more flexibility than exists upstream of the EGD gas distribution system. Where the customer's nomination does not match the confirmed upstream nomination, the nomination will be confirmed at the upstream value.

Customer may nominate gas to a contractually specified Primary Delivery Area that may be EGD's Central Delivery Area (CDA) or EGD's Eastern Delivery Area (EDA) or other Delivery Area as specified in the applicable Service Contract. The Company may accept deliveries at a Secondary Delivery Area such as Dawn, at its sole discretion. Quantities of gas nominated to the system cannot exceed the Contract Demand, unless Make-up Gas or Authorized Overrun is permitted.

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Customers with multiple Rate 125 contracts within a Primary Delivery Area may combine nominations subject to system operating requirements and subject to the Contract Demand for each Terminal Location. For combined nominations the customer shall specify the quantity of gas to each Terminal Location and the order in which gas is to be delivered to each Terminal Location. The specified order of deliveries shall be used to administer Load Balancing Provisions to each Terminal Location. When system conditions require delivery to a single Terminal Location only, nominations with different Terminal Locations may not be combined.

The Company permits pooling of Rate 125 contracts for legally related customers who meet the Business Corporations Act (Ontario) ("OBCA") definition of "affiliates" to allow for the management of those contracts by a single manager. The single manager is jointly liable with the individual customers for all of their obligations under the contracts, while the individual customers are severally liable for all of their obligations under their own contracts.

4. Authorized Demand Overrun:

The Company may, at its sole discretion, authorize consumption of gas in excess of the Contract Demand for limited periods within a month, provided local distribution facilities have sufficient capacity to accommodate higher demand. In such circumstances, customer shall nominate gas delivery based on the gross commodity delivery (the sum of the customer's Contract Demand and the authorized overrun amount) required to serve the customer's daily load, plus the UFG. In the event that gas usage exceeds the gas delivery on a day where demand overrun is authorized, the excess gas consumption shall be deemed Supply Overrun Gas.

Such service shall not exceed 5 days in any contract year. Based on the terms of the Service Contract, requests beyond 5 days will constitute a request for a new Contract Demand level with retroactive charges. The new Contract Demand level may be restricted by the capability of the local distribution facilities to accommodate higher demand.

Automatic authorization of transportation overrun over the Billing Contract Demand will be given in the case of Dedicated Service to the Terminal Location provided that pipeline capacity is available and subject to the Contract Demand as specified in the Service Contract.

Authorized Demand Overrun Rate

0.30 ¢/m³

The Authorized Demand Overrun Rate may be applied to commissioning volumes at the Company's sole discretion, for a contractual period of not more than one year, as specified in the Service Contract.

5. Unauthorized Demand Overrun:

Any gas consumed in excess of the Contract Demand and/or maximum hourly flow requirements, if not authorized, will be deemed to be Unauthorized Demand Overrun gas. Unauthorized Demand Overrun gas may establish a new Contract Demand effective immediately and shall be subject to a charge equal to 120 % of the applicable monthly charge for twelve months of the current contract term, including retroactively based on terms of Service Contract. Based on capability of the local distribution facilities to accommodate higher demand, different conditions may apply as specified in the applicable Service Contract. Unauthorized Demand Overrun gas shall also be subject to Unauthorized Supply Overrun provisions.

6. Unauthorized Supply Overrun:

Any volume of gas taken by the Applicant on a day at the Terminal Location which exceeds the sum of:

- i. any applicable provisions of Rate 315 and any applicable Load Balancing Provision pursuant to Rate 125, plus
- ii. the volume of gas delivered by the Applicant on that day shall constitute Unauthorized Supply Overrun Gas.

The Company may also deem volumes of gas to be Unauthorized Supply Overrun gas in other circumstances, as set out in the Load Balancing Provisions of Rate 125.

Any gas deemed to be Unauthorized Overrun gas shall be purchased by the customer at a price (Pe), which is equal to 150% of the highest price in effect for that day as defined below*.

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7. Unauthorized Supply Underrun:

Any volume of gas delivered by the Applicant on any day in excess of the sum of:

- i. any applicable provisions of Rate 315 and any applicable Load Balancing Provision pursuant to Rate 125, plus
- ii. the volume of gas taken by the Applicant at the Terminal Location on that day shall be classified as Supply Underrun Gas.

The Company may also deem volumes of gas to be Unauthorized Supply Underrun gas in other circumstances, as set out in the Load Balancing Provisions of Rate 125.

Any gas deemed to be Unauthorized Supply Underrun Gas shall be purchased by the Company at a price (P_u) which is equal to fifty percent (50%) of the lowest price in effect for that day as defined below**.

* where the price P_e expressed in cents / cubic metre is defined as follows:

$$P_e = (P_m * E_r * 100 * 0.03769 / 1.055056) * 1.5$$

P_m = highest daily price in U.S. \$/mmBtu published in the Gas Daily, a Platts Publication, for that day under the column "Absolute", for the Niagara export point if the terminal location is in the CDA delivery area, and the Iroquois export point if the terminal location is in the EDA delivery area.

E_r = Noon day spot exchange rate expressed in Canadian dollars per U.S. dollar for such day quoted by the Bank of Canada in the following day's Globe & Mail Publication.

1.055056 = Conversion factor from mmBtu to GJ.

0.03769 = Conversion factor from GJ to cubic metres.

** where the price P_u expressed in cents / cubic metre is defined as follows:

$$P_u = (P_l * E_r * 100 * 0.03769 / 1.055056) * 0.5$$

P_l = lowest daily price in U.S. \$/mmBtu published in the Gas Daily, a Platts Publication, for that day under the column "Absolute", for the Niagara export point if the terminal location is in the CDA delivery area, and the Iroquois export point if the terminal location is in the EDA delivery area.

Term of Contract:

A minimum of one year. A longer-term contract may be required if incremental contracts/assets/facilities have been procured/built for the customer. Migration from an unbundled rate to bundled rate may be restricted subject to availability of adequate transportation and storage assets.

Right to Terminate Service:

The Company reserves the right to terminate service to customers served hereunder where the customer's failure to comply with the parameters of this rate schedule, including the load balancing provisions, jeopardizes either the safety or reliability of the gas system. The Company shall provide notice to the customer of such termination; however, no notice is required to alleviate emergency conditions.

LOAD BALANCING PROVISIONS:

Load Balancing Provisions shall apply at the customer's Terminal Location or at the location of the meter installation for a customer served from a dedicated facility. In the event of an imbalance any excess delivery above the customer's actual consumption or delivery less than the actual consumption shall be subject to the Load Balancing Provisions.

Definitions:

Aggregate Delivery:

The Aggregate Delivery for a customer's account shall equal the sum of the confirmed nominations of the customer for delivery of gas to the applicable delivery area from all pipeline sources including where applicable, the confirmed nominations of the customer for Storage Service under Rate 316 or Rate 315 and any available No-Notice Storage Service under Rate 315 for delivery of gas to the Applicable Delivery Area.

Applicable Delivery Area:

The Applicable Delivery Area for each customer shall be specified by contract as a Primary Delivery Area. Where system-operating conditions permit, the Company, in its sole discretion, may accept a Secondary Delivery Area as the Applicable Delivery Area by confirming the customer's nomination of such area. Confirmation of a Secondary Delivery Area for a period of a gas day shall cause such area to become the Applicable Delivery Area for such day. Where delivery occurs at both a Terminal Location and a Secondary Delivery Area on a given day, the sum of the confirmed deliveries may not exceed the Contract Demand, unless Demand Overrun and/or Make-up Gas is authorized.

Primary Delivery Area:

The Primary Delivery Area shall be delivery area such as EGD's Central Delivery Area (CDA) or EGD's Eastern Delivery Area (EDA), or other Delivery Area as specified in the applicable Service Contract.

Secondary Delivery Area:

A Secondary Delivery Area may be a delivery area such as Dawn where the Company, at its sole discretion, determines that operating conditions permit gas deliveries for a customer.

Actual Consumption:

The Actual Consumption of the customer shall be the metered quantity of gas consumed at the customer's Terminal Location or in the event of combined nominations at the Terminal Locations specified.

Net Available Delivery:

The Net Available Delivery shall equal the Aggregate Delivery times one minus the annually determined percentage of Unaccounted for Gas (UFG) as reported by the Company.

Daily Imbalance:

The Daily Imbalance shall be the absolute value of the difference between Actual Consumption and Net Available Delivery.

Cumulative Imbalance:

The Cumulative Imbalance shall be the sum of the difference between Actual Consumption and Net Available Delivery since the date the customer last balanced or was deemed to have balanced its Cumulative Imbalance account.

Maximum Contractual Imbalance:

The Maximum Contractual Imbalance shall be equal to 60% of the customer's Contract Demand for non dedicated service and 60% of the Billing Contract Demand for dedicated service.

Winter and Summer Seasons:

The winter season shall commence on the date that the Company provides notice of the start of the winter period and conclude on the date that the Company provides notice of the end of the winter period. The summer season shall constitute all other days. The Company shall provide advance notice to the customer of the start and end of the winter season as soon as reasonably possible, but in no event not less than 2 days prior to the start or end.

Operational Flow Order:

An Operational Flow Order (OFO) shall constitute an issuance of instructions to protect the operational capacity and integrity of the Company's system, including distribution and/or storage assets, and/or connected transmission pipelines.

Enbridge Gas Distribution, acting reasonably, may call for an OFO in the following circumstances:

- Capacity constraint on the system, or portions of the system, or upstream systems, that are fully utilized;
- Conditions where the potential exists that forecasted system demand plus reserves for short notice services provided by the Company and allowances for power generation customers' balancing requirements would exceed facility capabilities and/or provisions of 3rd party contracts;
- Pressures on the system or specific portions of the system are too high or too low for safe operations;
- Storage system constraints on capacity or pressure or caused by equipment problems resulting in limited ability to inject or withdraw from storage;
- Pipeline equipment failures and/or damage that prohibits the flow of gas;
- Any and all other circumstances where the potential for system failure exists.

Daily Balancing Fee:

On any day where the customer has a Daily Imbalance the customer shall pay a Daily Balancing Fee equal to:

(Tier 1 Quantity X Tier 1 Fee) + (Tier 2 Quantity X Tier 2 Fee) + (Applicable Penalty Fee for Imbalance in excess of the Maximum Contractual Imbalance X the amount of Daily Imbalance in excess of the Maximum Contractual Imbalance)

Where Tier 1 and 2 Fees and Quantities are set forth as follows:

Tier 1 = 0.7218 cents/m3 applied to Daily Imbalance of greater than 2% but less than 10% of the Maximum Contractual Imbalance

Tier 2 = 0.8662 cents/m3 applied to Daily Imbalance of greater than 10% but less than the Maximum Contractual Imbalance

In addition for Tier 2, instances where the Daily Imbalance represents an under delivery of gas during the winter season shall constitute Unauthorized Supply Overrun Gas for all gas in excess of 10% of Maximum Contractual Imbalance. Where the Daily Imbalance represents an over delivery of gas during the summer season, the Company reserves the right to deem as Unauthorized Supply Underrun Gas for all gas in excess of 10% of Maximum Contractual Imbalance. The Company will issue a 24-hour advance notice to customers of its intent to impose cash out for over delivery of gas during the summer season.

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For customers delivering to a Primary Delivery Area other than EGD's CDA or EGD's EDA, the Tier 1 Fee is applied to Daily Imbalance of greater than 0% but less than 10% of the Maximum Contractual Imbalance

The customers shall also pay any Limited Balancing Agreement (LBA) charges imposed by the pipeline on days when the customer has a Daily Imbalance provided such imbalance matches the direction of the pipeline imbalance. LBA charges shall first be allocated to customers served under Rates 125 and 300. The system bears a portion of these charges only to the extent that the system incurs such charges based on its operation excluding the operation of customers under Rates 125 and 300. In that event, LBA charges shall be prorated based on the relative imbalances. The Company will provide the customer with a derivation of any such charges.

Customer's Actual Consumption cannot exceed Net Available Delivery when the Company issues an Operational Flow Order in the winter. Net nominations must not be less than consumption at the Terminal Location. Any negative Daily Imbalance on a winter Operational Flow Order day shall be deemed to be Unauthorized Supply Overrun. Customer's Net Available Delivery cannot exceed Actual Consumption when the Company issues an Operational Flow Order in the summer. Actual Consumption must not be less than net nomination at the Terminal Location. Any positive Daily Imbalance on a summer Operational Flow Order day shall be deemed to be Unauthorized Supply Underrun.

The Company will waive Daily Balancing Fee and Cumulative Imbalance Charge on the day of an Operational Flow Order if the customer used less gas than the amount the customer delivered to the system during the winter season or the customer used more gas than the amount the customer delivered to the system during the summer season. The Company will issue a 24-hour advance notice to customers of Operational Flow Orders and suspension of Load Balancing Provisions.

Cumulative Imbalance Charges:

Customers may trade Cumulative Imbalances within a delivery area. Customers may also nominate to transfer gas from their Cumulative Imbalance Account into an unbundled (Rate 315 or Rate 316) storage account of the customer subject to their storage contract parameters.

Customers shall be permitted to nominate Make-up Gas, subject to operating constraints, provided that Make-up Gas plus Aggregate Delivery do not exceed the Contract Demand. The Company may, on days with no operating constraints, authorize Make-up Gas that, in conjunction with Aggregate Delivery, exceeds the Contract Demand.

The customer's Cumulative Imbalance cannot exceed its Maximum Contractual Imbalance. In the event that the customer's imbalance exceeds their Maximum Contractual Imbalance the Company shall deem the excess imbalance to be Unauthorized Supply Overrun or Underrun gas, as appropriate.

The Cumulative Imbalance Fee, applicable daily, is 1.0593 cents/m3 per unit of imbalance.

In addition, on any day that the Company declares an Operational Flow Order, negative Cumulative Imbalances greater than 10 % of Maximum Contractual Imbalance in the winter season shall be deemed to be Unauthorized Overrun Gas. The Company reserves the right to deem positive Cumulative Imbalances greater than 10% of Maximum Contractual Imbalance in the summer season as Unauthorized Supply Underun Gas. The Company will issue a 24-hour advance notice to customers of Operational Flow Orders including cash out instructions for Cumulative Imbalances greater than 10 % of Maximum Contractual Imbalance.

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after January 1, 2010.
This rate schedule is effective January 1, 2010.

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APPLICABILITY:

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation, to a single terminal location ("Terminal Location"), of an annual supply of natural gas of not less than 340,000 cubic metres.

CHARACTER OF SERVICE:

Service shall be continuous (firm) except for events as specified in the Service Contract including force majeure. A maximum of five percent of the contracted annual volume may be taken by the Applicant in a single month during the months of December to March inclusively.

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month	
	December to March	April to November
Monthly Customer Charge	\$114.82	\$114.82
Delivery Charge		
For the first 14,000 m ³ per month	6.7833 ¢/m³	2.0833 ¢/m³
For the next 28,000 m ³ per month	5.5833 ¢/m³	1.3833 ¢/m³
For all over 42,000 m ³ per month	5.1833 ¢/m³	1.1833 ¢/m³
Gas Supply Load Balancing Charge	0.0000 ¢/m³	0.0000 ¢/m³
Transportation Charge per cubic metre	3.9094 ¢/m³	3.9094 ¢/m³
System Sales Gas Supply Charge per cubic metre (If applicable)	19.7357 ¢/m³	19.7357 ¢/m³

The rates quoted above shall be subject to the Gas Cost Adjustment contained in Rider "C" and the Revenue Adjustment Rider contained in Rider "E". In addition, meter readings will be adjusted by the Atmospheric Pressure Factor relevant to the customer's location as shown in Rider "F". The Gas Supply Charge is applicable if the Applicant is not providing its own supply of natural gas for transportation.

DIRECT PURCHASE ARRANGEMENTS:

Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule.

The applicant has the option of delivering either Option a) a Mean Daily Volume ("MDV") based on 12 months, or Option b) a Modified Mean Daily Volume ("MMDV") based on nine months of deliveries. Authorized Volumes for the months of January, February and March would be zero under option b).

UNAUTHORIZED OVERRUN GAS RATE:

When the Applicant takes Unauthorized Supply Overrun Gas, the Applicant shall purchase such gas at a rate of 150% of the average price on each day on which an overrun occurred for the calendar month as published in the Gas Daily for the Niagara and Iroquois export points for the CDA and EDA respectively.

Failure to deliver a volume of gas equal to the Mean Daily Volume under Option a) set out in the Service Contract during the months of December to March inclusive may result in the Applicant not being eligible for service under this rate in a subsequent contract period, at the Company's sole discretion.

Failure to deliver a volume of gas equal to the Modified Mean Daily Volume under Option b) set out in the Service Contract during the month of December may result in the Applicant not being eligible for service under this rate in a subsequent contract period, at the Company's sole discretion.

SEASONAL CREDIT:

Rate per cubic metre of Mean Daily Volume from December to March	\$	0.77 /m³
Rate per cubic metre of Modified Mean Daily Volume for December	\$	0.77 /m³

SEASONAL OVERRUN CHARGE:

During the months of December through March inclusively, any volume of gas taken in a single month in excess of five percent of the annual contract volume (Seasonal Overrun Monthly Volume) will be subject to Seasonal Overrun Charges in place of both the Delivery and Gas Supply Load Balancing Charges. The Seasonal Overrun Charge applicable for the months of December and March shall be calculated as 2.0 times the sum of the Gas Supply Load Balancing Charge, Transportation Charge and the maximum Delivery Charge. The Seasonal Overrun Charge applicable for the months of January and February shall be calculated as 5.0 times the sum of the Load Balancing Charge, Transportation Charge and the maximum Delivery Charge.

Seasonal Overrun Charges:

<i>December and March</i>	21.3854 ¢/m³
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<i>January and February</i>	53.4635 ¢/m³
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MINIMUM BILL:

Per cubic metre of Annual Volume Deficiency (See Terms and Conditions of Service):	7.5086 ¢/m³
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TERMS AND CONDITIONS OF SERVICE:

The provisions of PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** apply, as contemplated therein, to service under this Rate Schedule.

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2010 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2010.

APPLICABILITY:

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation of a specified maximum daily volume of natural gas to a single terminal location ("Terminal Location") which can accommodate the total interruption of gas service as ordered by the Company exercising its sole discretion. Any Applicant for service under this rate schedule must agree to transport a minimum annual volume of 340,000 cubic metres.

CHARACTER OF SERVICE:

In addition to events as specified in the Service Contract including force majeure, service shall be subject to curtailment or discontinuance upon the Company issuing a notice not less than 72 hours prior to the time at which such curtailment or discontinuance is to commence. An Applicant may, by contract, agree to accept a shorter notice period.

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	<u>Billing Month</u> <u>January</u> to <u>December</u> <u>\$122.73</u>
Monthly Customer Charge	
Delivery Charge	
Per cubic metre of Firm Contract Demand	8.2300 ¢/m ³
For the first 14,000 m ³ per month	2.8583 ¢/m ³
For the next 28,000 m ³ per month	1.4993 ¢/m ³
For all over 42,000 m ³ per month	0.9403 ¢/m ³
Gas Supply Load Balancing Charge	0.3593 ¢/m ³
Transportation Charge per cubic metre	3.9094 ¢/m ³
System Sales Gas Supply Charge per cubic metre (If applicable)	19.8521 ¢/m ³

The rates quoted above shall be subject to the Gas Cost Adjustment contained in Rider "C" and the Revenue Adjustment Rider contained in Rider "E". In addition, meter readings will be adjusted by the Atmospheric Pressure Factor relevant to the customer's location as shown in Rider "F". The Gas Supply Charge is applicable if the Applicant is not providing its own supply of natural gas for transportation.

DIRECT PURCHASE ARRANGEMENTS:

Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule.

CURTAILMENT CREDIT:

Rate for 16 hours of notice per cubic metre of Mean Daily Volume from December to March	\$ 0.50 /m ³
Rate for 72 hours of notice per cubic metre of Mean Daily Volume from December to March	\$ 0.11 /m ³

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In addition, if the Applicant is supplying its own gas requirements, the gas delivered by the Applicant during the period of curtailment shall be purchased by the Company for the Company's use. The purchase price for such gas will be equal to the price that is reported for the month, in the first issue of the Natural Gas *Market Report* published by Canadian Enerdata Ltd. during the month, as the "current" "Avg." (i.e., average) "Alberta One-Month Firm Spot Price" for "AECO 'C' and Nova Inventory Transfer" in the table entitled "Domestic spot gas prices", adjusted for AECO to Empress transportation tolls and compressor fuel costs.

For the areas specified in Appendix A to this Rate Schedule, the Company's gas distribution network does not have sufficient physical capacity under current operating conditions to accommodate the provision of firm service to existing interruptible locations.

UNAUTHORIZED OVERRUN GAS RATE:

When the Applicant takes Unauthorized Supply Overrun Gas, the Applicant shall purchase such gas at a rate of 150% of the average price on each day on which an overrun occurred for the calendar month as published in the Gas Daily for the Niagara and Iroquois export points for the CDA and EDA respectively.

On the second and subsequent occasion in a contract year when the Applicant takes Unauthorized Demand Overrun Gas, a new Contract Demand will be established and shall be charged equal to 120% of the applicable monthly charge for twelve months of the current contract term, including retroactively based on the terms of the Service Contract.

The third instance of such failure in any contract year may result in the Applicant forfeiting the right to be served under this Rate Schedule. In such case service hereunder would cease, notwithstanding any Service Contract between the Company and the Applicant. Gas supply and/or transportation service would continue to be available to the Applicant pursuant to the provisions of the Company's Rate 6 until a Service Contract pursuant to another applicable Rate Schedule was executed.

MINIMUM BILL:

Per cubic metre of Annual Volume Deficiency
(See Terms and Conditions of Service):

7.0762 ¢/m³

TERMS AND CONDITIONS OF SERVICE:

The provisions of PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** apply, as contemplated therein, to service under this Rate Schedule.

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2010 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2010.

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APPLICABILITY:

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation of a specified maximum daily volume of natural gas of not less than 30,000 cubic metres and a minimum annual volume of 5,000,000 cubic metres to a single terminal location ("Terminal Location") which can accommodate the total interruption of gas service when required by the Company. The Company, exercising its sole discretion, may order interruption of gas service upon not less than four (4) hours notice.

CHARACTER OF SERVICE:

In addition to events as specified in the Service Contract including force majeure, service shall be subject to curtailment or discontinuance upon the Company issuing a notice not less than 4 hours prior to the time at which such curtailment or discontinuance is to commence.

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	<u>Billing Month</u> January to December <u>\$278.27</u>
Monthly Customer Charge	
Delivery Charge	
Per cubic metre of Contract Demand	4.0900 ¢/m ³
Per cubic metre of gas delivered	
For the first 1,000,000 m ³ per month	0.5476 ¢/m ³
For all over 1,000,000 m ³ per month	0.3476 ¢/m ³
Gas Supply Load Balancing Charge	0.2014 ¢/m ³
Transportation Charge per cubic metre	3.9094 ¢/m ³
System Sales Gas Supply Charge per cubic metre (If applicable)	19.6732 ¢/m ³

The rates quoted above shall be subject to the Gas Cost Adjustment contained in Rider "C" and the Revenue Adjustment Rider contained in Rider "E". In addition, meter readings will be adjusted by the Atmospheric Pressure Factor relevant to the customer's location as shown in Rider "F". The Gas Supply Charge is applicable if the Applicant is not providing its own supply of natural gas for transportation.

DIRECT PURCHASE ARRANGEMENTS:

Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule.

CURTAILMENT CREDIT:

Rate for 4 hours of notice per cubic metre of Mean Daily Volume from December to March \$ 1.10 /m³

In addition, if the Applicant is supplying its own gas requirements, the gas delivered by the Applicant during the period of curtailment shall be purchased by the Company for the Company's use. The purchase price for such gas will be equal to the price that is reported for the month, in the first issue of the *Natural Gas Market Report* published by Canadian Enerdata Ltd. during the month, as the "current" "Avg." (i.e., average) "Alberta One-Month Firm Spot Price" for "AECO 'C' and Nova Inventory Transfer" in the table entitled "Domestic spot gas prices", adjusted for AECO to Empress transportation tolls and compressor fuel costs.

For the areas specified in Appendix A to this Rate Schedule, the Company's gas distribution network does not have sufficient physical capacity under current operating conditions to accommodate the provision of firm service to existing interruptible locations.

UNAUTHORIZED OVERRUN GAS RATE:

When the Applicant takes Unauthorized Supply Overrun Gas, the Applicant shall purchase such gas at a rate of 150% of the average price on each day on which an overrun occurred for the calendar month as published in the Gas Daily for the Niagara and Iroquois export points for the CDA and EDA respectively.

On the second and subsequent occasion in a contract year when the Applicant takes Unauthorized Demand Overrun Gas, a new Contract Demand will be established and shall be charged equal to 120% of the applicable monthly charge for twelve months of the current contract term, including retroactively based on the terms of the Service Contract.

The third instance of such failure in any contract year may result in the Applicant forfeiting the right to be served under this Rate Schedule. In such case service hereunder would cease, notwithstanding any Service Contract between the Company and the Applicant. Gas supply and/or transportation service would continue to be available to the Applicant pursuant to the provisions of the Company's Rate 6 until a Service Contract pursuant to another applicable Rate Schedule was executed.

MINIMUM BILL:

Per cubic metre of Annual Volume Deficiency
(See Terms and Conditions of Service):

4.6077 ¢/m³

TERMS AND CONDITIONS OF SERVICE:

The provisions of PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** apply, as contemplated therein, to service under this Rate Schedule.

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2010 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2010.

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APPLICABILITY:

To any Distributor who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation of an annual supply of natural gas to customers outside of the Company's franchise area.

CHARACTER OF SERVICE:

Service shall be continuous (firm), except for events as specified in the Service Contract including force majeure, up to the contracted firm daily demand and subject to curtailment or discontinuance, of demand in excess of the firm contract demand, upon the Company issuing a notice not less than 4 hours prior to the time at which such curtailment or discontinuance is to commence.

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month January to December
Monthly Customer Charge The monthly customer charge shall be negotiated with the applicant and shall not exceed:	\$2,000.00
Delivery Charge Per cubic metre of Firm Contract Demand Per cubic metre of gas delivered	14.7000 ¢/m³ 1.1533 ¢/m³
Gas Supply Load Balancing Charge	0.5132 ¢/m³
Transportation Charge per cubic metre	3.9094 ¢/m³
System Sales Gas Supply Charge per cubic metre (If applicable)	19.6732 ¢/m³
Buy/Sell Sales Gas Supply Charge per cubic metre (If applicable)	19.6508 ¢/m³

The rates quoted above shall be subject to the Gas Inventory Adjustment contained in Rider "C" and the Revenue Adjustment Rider contained in Rider "E". Also, meter readings will be adjusted by the Atmospheric Pressure Factor relevant to the customer's location as shown in Rider "F". The Gas Supply Charge is applicable to volumes of natural gas purchased from the Company. The volumes purchased shall be the volumes delivered at the Point of Delivery less any volumes, which the Company does not own and are received at the Point of Acceptance for delivery to the Applicant at the Point of Delivery.

DIRECT PURCHASE ARRANGEMENTS:

Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule.

CURTAILMENT CREDIT:

Rate for 4 hours of notice per cubic metre of Mean Daily Volume from December to March \$ **1.10 /m³**

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In addition, if the Applicant is supplying its own gas requirements, the gas delivered by the Applicant during the period of curtailment shall be purchased by the Company for the Company's use. The purchase price for such gas will be equal to the price that is reported for the month, in the first issue of the Natural Gas *Market Report* published by Canadian Enerdata Ltd. during the month, as the "current" "Avg." (i.e., average) "Alberta One-Month Firm Spot Price" for "AECO 'C' and Nova Inventory Transfer" in the table entitled "Domestic spot gas prices", adjusted for AECO to Empress transportation tolls and compressor fuel costs.

For the areas specified in Appendix A to this Rate Schedule, the Company's gas distribution network does not have sufficient physical capacity under current operating conditions to accommodate the provision of firm service to existing interruptible locations.

UNAUTHORIZED OVERRUN GAS RATE:

When the Applicant takes Unauthorized Supply Overrun Gas, the Applicant shall purchase such gas at a rate of 150% of the average price on each day on which an overrun occurred for the calendar month as published in the Gas Daily for the Niagara and Iroquois export points for the CDA and EDA respectively.

On the second and subsequent occasion in a contract year when the Applicant takes Unauthorized Demand Overrun Gas, a new Contract Demand will be established and shall be charged equal to 120% of the applicable monthly charge for twelve months of the current contract term, including retroactively based on the terms of the Service Contract.

The third instance of such failure in any contract year may result in the Applicant forfeiting the right to be served under this Rate Schedule. In such case service hereunder would cease, notwithstanding any Service Contract between the Company and the Applicant. Gas supply and/or transportation service would continue to be available to the Applicant pursuant to the provisions of the Company's Rate 6 until a Service Contract pursuant to another applicable Rate Schedule was executed.

MINIMUM BILL:

Per cubic metre of Annual Volume Deficiency
(See Terms and Conditions of Service):

5.5251 ¢/m³

TERMS AND CONDITIONS OF SERVICE:

The provisions of PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** apply, as contemplated therein, to service under this Rate Schedule.

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2010 under Sales Service including Buy/Sell Arrangements and Transportation Service. This rate schedule is effective January 1, 2010.

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APPLICABILITY:

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation to a single Terminal Location of a specified maximum daily volume of natural gas. The Company reserves the right to limit service under this schedule to customers whose maximum contract demand does not exceed 600,000 m3. The Service under this rate requires Automatic Meter Reading (AMR) capability. Service under this schedule is firm unless a customer is currently served under interruptible distribution service or the Company, in its sole judgment, determines that existing delivery facilities cannot adequately serve the load on a firm basis.

The unitized Monthly Contract Demand Charge is also applicable to volumes delivered to any Applicant taking service under a Curtailment Delivered Supply contract with the Company. The unitized rate equals the applicable Monthly Contract Demand Charge times 12/365.

CHARACTER OF SERVICE:

The Service shall be continuous (firm) except for events specified in the Service Contract including force majeure. The Applicant is neither allowed to take a daily quantity of gas greater than the Contract Demand nor an hourly amount in excess of the Contract Demand divided by 24, without the Company's prior consent. Interruptible Distribution Service is provided on a best efforts basis subject to the events identified in the service contract including force majeure and, in addition, shall be subject to curtailment or discontinuance of service when the Company notifies the customer under normal circumstances 4 hours prior to the time that service is subject to curtailment or discontinuance. Under emergency conditions, the Company may curtail or discontinue service on one-hour notice. The Interruptible Service Customer is not allowed to exceed maximum hourly flow requirements as specified in Service Contract.

DISTRIBUTION RATES:

Monthly Customer Charge	\$500.00
Monthly Contract Demand Charge Firm	24.8117 ¢/m³
Interruptible Service:	
Minimum Delivery Charge	0.3566 ¢/m³
Maximum Delivery Charge	0.9789 ¢/m³
Direct Purchase Administration Charge	\$75.00
Forecast Unaccounted For Gas Percentage	0.3%

Monthly Minimum Bill: The Monthly Customer Charge plus the Monthly Contract Demand Charge.

TERMS AND CONDITIONS OF SERVICE:

1. To the extent that this Rate Schedule does not specifically address matters set out in PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** then the provisions in those Parts shall apply, as contemplated therein, to service under this Rate Schedule.

2. **Unaccounted for Gas (UFG) Adjustment Factor:**

The Applicant is required to deliver to the Company on a daily basis the sum of: (a) the volume of gas to be delivered to the Applicant's Terminal Location; and (b) a volume of gas equal to the forecast unaccounted for gas percentage as stated above multiplied by (a).

3. **Nominations:**

Customer shall nominate gas delivery daily based on the gross commodity delivery required to serve the customer's daily load plus the UFG, net of No-Notice Storage Service provisions under Rate 315, if applicable. The amount of gas delivered under No-Notice Storage Service will also be reduced by the UFG adjustment factor for delivery to the customer's meter.

Customers may change daily nominations based on the nomination windows within a day as defined by the customer contract with TransCanada PipeLines (TCPL) or Union Gas Limited.

Schedule of nominations under Rate 300 has to match upstream nominations. This rate does not allow for any more flexibility than exists upstream of the EGD gas distribution system. Where the customer's nomination does not match the confirmed upstream nomination, the nomination will be confirmed at the upstream value.

Customer may nominate gas to a contractually specified Primary Delivery Area that may be EGD's Central Delivery Area (CDA) or EGD's Eastern Delivery Area (EDA) or other Delivery Area as specified in the applicable Service Contract. The Company may accept deliveries at a Secondary Delivery Area such as Dawn, at its sole discretion. Quantities of gas nominated to the system cannot exceed Contract Demand, unless Make-up Gas or Authorized Overrun is permitted.

Customers with multiple Rate 300 contracts within a Primary Delivery Area may combine nominations subject to system operating requirements and subject to the Contract Demand for each Terminal Location. For combined nominations the customer shall specify the quantity of gas to each Terminal Location and the order in which gas is to be delivered to each Terminal Location. The specified order of deliveries shall be used to administer Load Balancing Provisions to each Terminal Location. When system conditions require delivery to a single Terminal Location only, nominations with different Terminal Locations may not be combined.

4. Authorized Demand Overrun:

The Company may, at its sole discretion, authorize consumption of gas in excess of the Contract Demand for limited periods within a month, provided local distribution facilities have sufficient capacity to accommodate higher demand. In such circumstances, customer shall nominate gas delivery based on the gross commodity delivery required to serve the customer's daily load, including quantities of gas in excess of the Contract Demand, plus the UFG. The Load Balancing Provisions and/or No-Notice Storage Service provisions under Rate 315 cannot be used for Authorized Demand Overrun. Failure to nominate gas deliveries to match Authorized Demand Overrun shall constitute Unauthorized Supply Overrun.

The rate applicable to Authorized Demand Overrun shall equal the applicable Monthly Demand Charge times 12/365 provided, however, that such service shall not exceed 5 days in any contract year. Requests beyond 5 days will constitute a request for a new Contract Demand level, with retroactive charges based on terms of Service Contract.

5. Unauthorized Demand Overrun:

Any gas consumed in excess of the Contract Demand and/or maximum hourly flow requirements, if not authorized, will be deemed to be Unauthorized Demand Overrun gas. Unauthorized Demand Overrun gas will establish a new Contract Demand and shall be subject to a charge equal to 120 % of the applicable monthly charge for twelve months of the current contract term, including retroactively based on terms of Service Contract. Unauthorized Demand Overrun gas shall also be subject to Unauthorized Supply Overrun provisions. Where a customer receives interruptible service hereunder and consumes gas during a period of interruption, such gas shall be deemed Unauthorized Supply Overrun. In addition to charges for Unauthorized Supply Overrun, interruptible customers consuming gas during a scheduled interruption shall pay a penalty charge of \$18.00 per m3.

6. Unauthorized Supply Overrun:

Any volume of gas taken by the Applicant on a day at the Terminal Location which exceeds the sum of:

- i. any applicable Load Balancing Provision pursuant to Rate 300 and/or provisions of Rate 315, plus
- ii. the volume of gas delivered by the Applicant on that day shall constitute Unauthorized Supply Overrun Gas.

The Company may also deem volumes of gas to be Unauthorized Supply Overrun gas in other circumstances, as set out in the Load Balancing Provisions of Rate 300.

Any gas deemed to be Unauthorized Overrun gas shall be purchased by the customer at a price (Pe), which is equal to 150% of the highest price in effect for that day as defined below*.

7. Unauthorized Supply Underrun:

Any volume of gas delivered by the Applicant on any day in excess of the sum of:

- i. any applicable Rate 300 Load Balancing Provision pursuant to Rate 300 and/or provisions of Rate 315, plus
- ii. the volume of gas taken by the Applicant at the Terminal Location on that day shall be classified as Supply Underrun Gas.

The Company may also deem volumes of gas to be Unauthorized Supply Underrun gas in other circumstances, as set out in the Load Balancing Provisions of Rate 300.

Any gas deemed to be Unauthorized Supply Underrun Gas shall be purchased by the Company at a price (P_u) which is equal to fifty percent (50%) of the lowest price in effect for that day as defined below**.

* where the price P_e expressed in cents / cubic metre is defined as follows:

$$P_e = (P_m * E_r * 100 * 0.03769 / 1.055056) * 1.5$$

P_m = highest daily price in U.S. \$/mmBtu published in the Gas Daily, a Platts Publication, for that day under the column "Absolute", for the Niagara export point if the terminal location is in the CDA delivery area, and the Iroquois export point if the terminal location is in the EDA delivery area.

E_r = Noon day spot exchange rate expressed in Canadian dollars per U.S. dollar for such day quoted by the Bank of Canada in the following days Globe & Mail Publication.

1.055056 = Conversion factor from mmBtu to GJ.

0.03769 = Conversion factor from GJ to cubic metres.

** where the price P_u expressed in cents / cubic metre is defined as follows:

$$P_u = (P_l * E_r * 100 * 0.03769 / 1.055056) * 0.5$$

P_l = lowest daily price in U.S. \$/mmBtu published in the Gas Daily, a Platts Publication, for that day under the column "Absolute", for the Niagara export point if the terminal location is in the CDA delivery area, and the Iroquois export point if the terminal location is in the EDA delivery area.

Term of Contract:

A minimum of one year. A longer-term contract may be required if incremental assets/facilities have been procured/built for the customer. Migration from an unbundled rate to bundled rate may be restricted subject to availability of adequate transportation and storage assets.

Right to Terminate Service:

The Company reserves the right to terminate service to customers served hereunder where the customer's failure to comply with the parameters of this rate schedule, including interruptible service and load balancing provisions, jeopardizes either the safety or reliability of the gas system. The Company shall provide notice to the customer of such termination; however, no notice is required to alleviate emergency conditions.

Load Balancing:

Any difference between actual daily-metered consumption and the actual daily volume of gas delivered to the system less the UFG shall first be provided under the provisions of Rate 315 - Gas Storage Service, if applicable. Any remaining difference will be subject to the Load Balancing Provisions.

LOAD BALANCING PROVISIONS:

Load Balancing Provisions shall apply at the customer's Terminal Location.

In the event of an imbalance any excess delivery above the customer's actual consumption or delivery less than the actual consumption shall be subject to the Load Balancing Provisions.

Definitions:

Aggregate Delivery:

The Aggregate Delivery for a customer's account shall equal the sum of the confirmed nominations of the customer for delivery of gas to the applicable delivery area from all pipeline sources plus, where applicable, the confirmed nominations of the customer for Storage Service under Rate 316 or Rate 315 and any available No-Notice Storage Service under Rate 315 for delivery of gas to the Applicable Delivery Area.

Applicable Delivery Area:

The Applicable Delivery Area for each customer shall be specified by contract as a Primary Delivery Area. Where system-operating conditions permit, the Company, in its sole discretion, may accept a Secondary Delivery Area as the Applicable Delivery Area by confirming the customer's nomination of such area. Confirmation of a Secondary Delivery Area for a period of a gas day shall cause such area to become the Applicable Delivery Area for such day. Where delivery occurs at both a Terminal Location and a Secondary Delivery Area on a given day, the sum of the confirmed deliveries may not exceed Contract Demand, unless Demand Overrun and/or Make-up Gas is authorized.

Primary Delivery Area:

The Primary Delivery Area shall be delivery area such as EGD's Central Delivery Area (CDA) or EGD's Eastern Delivery Area (EDA), or other Delivery Area as specified in the applicable Service Contract.

Secondary Delivery Area:

A Secondary Delivery Area may be a delivery area such as Dawn where the Company, at its sole discretion, determines that operating conditions permit gas deliveries for a customer.

Actual Consumption:

The Actual Consumption of the customer shall be the metered quantity of gas consumed at the customer's premise.

Net Available Delivery:

The Net Available Delivery shall equal the Aggregate Delivery times one minus the annually determined percentage of Unaccounted for Gas (UFG) as reported by the Company.

Daily Imbalance:

The Daily Imbalance shall be the absolute value of the difference between Actual Consumption and Net Available Delivery.

Cumulative Imbalance:

The Cumulative Imbalance shall be the sum of the difference between Actual Consumption and Net Available Delivery.

Maximum Contractual Imbalance:

The Maximum Contractual Imbalance shall be equal to 60% of the customer's Contract Demand.

Winter and Summer Seasons:

The winter season shall commence on the date that the Company provides notice of the start of the winter period and conclude on the date that the Company provides notice of the end of the winter period. The summer season shall constitute all other days. The Company shall provide advance notice to the customer of the start and end of the winter season as soon as reasonably possible, but in no event not less than 2 days prior to the start or end.

Operational Flow Order:

An Operational Flow Order (OFO) shall constitute an issuance of instructions to protect the operational capacity and integrity of the Company's system, including distribution and/or storage assets, and/or connected transmission pipelines.

Enbridge Gas Distribution, acting reasonably, may call for an OFO in the following circumstances:

- Capacity constraint on the system, or portions of the system, or upstream systems, that are fully utilized;
- Conditions where the potential exists that forecasted system demand plus reserves for short notice services provided by the Company and allowances for power generation customers' balancing requirements would exceed facility capabilities and/or provisions of 3rd party contracts;
- Pressures on the system or specific portions of the system are too high or too low for safe operations;
- Storage system constraints on capacity or pressure or caused by equipment problems resulting in limited ability to inject or withdraw from storage;
- Pipeline equipment failures and/or damage that prohibits the flow of gas;
- Any and all other circumstances where the potential for system failure exists.

Daily Balancing Fee:

On any day where the customer has a Daily Imbalance the customer shall pay a Daily Balancing Fee equal to:

(Tier 1 Quantity X Tier 1 Fee) + (Tier 2 Quantity X Tier 2 Fee) + (Applicable Penalty Fee for Imbalance in excess of the Maximum Contractual Imbalance X the amount of Daily Imbalance in excess of the Maximum Contractual Imbalance)

Where Tier 1 and 2 Fees and Quantities are set forth as follows:

Tier 1 = Daily Imbalance of greater than 2% but less than 10% of the Maximum Contractual Imbalance and shall be subject to a charge of 0.7218 cents/M3

Tier 2 = Daily Imbalance of greater than 10% but less than Maximum Contractual Imbalance shall be subject to a charge of 0.8662 cents/m3

The customers shall also pay any Limited Balancing Agreement (LBA) charges imposed by the pipeline on days when the customer has a Daily Imbalance provided such imbalance matches the direction of the pipeline imbalance. LBA charges shall first be allocated to customers served under Rate 125 and 300. The system bears a portion of these charges only to the extent that the system incurs such charges based on its operation excluding the operation of customers under Rates 125 and 300. In that event, LBA charges shall be prorated based on the relative imbalances.

A Daily Imbalance in excess of the Maximum Contractual Imbalance shall be deemed to be Unauthorized Supply Overrun or Underrun gas, as appropriate.

Customer's Actual Consumption cannot exceed Net Available Delivery when the Company issues an Operational Flow Order in the winter. Net nominations must not be less than consumption at the Terminal Location. Any negative Daily Imbalance on a winter Operational Flow Order day shall be deemed to be Unauthorized Supply Overrun. Customer's Net Available Delivery cannot exceed Actual Consumption when the Company issues an Operational Flow Order in the summer. Actual Consumption must not be less than net nomination at the Terminal Location. Any positive Daily Imbalance on a summer Operational Flow Order day shall be deemed to be Unauthorized Supply Underrun.

The Company will waive Daily Balancing Fee and Cumulative Imbalance Charge on the day of an Operational Flow Order if the customer used less gas than the amount the customer delivered to the system during the winter season or the customer used more gas than the amount the customer delivered to the system during the summer season. The Company will issue a 24-hour advance notice to customers of Operational Flow Orders and suspension of Load Balancing Provisions.

Cumulative Imbalance Charges:

Customers may trade Cumulative Imbalances within a delivery area.

Customers shall be permitted to nominate Make-up Gas, subject to operating constraints, provided that Make-up Gas plus Aggregate Delivery do not exceed Contract Demand. The Company may, on days with no operating constraints, authorize Make-up Gas that, in conjunction with Aggregate Delivery, exceeds Contract Demand.

The customer's Cumulative Imbalance cannot exceed its Maximum Contractual Imbalance. The excess imbalance shall be deemed to be Unauthorized Supply Overrun or Underrun gas, as appropriate.

The Cumulative Imbalance Fee, applicable daily, is 0.6738 cents/m3 per unit of imbalance.

The customer's Cumulative Imbalance shall be equal to zero within five (5) days from the last day of the Service Contract.

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after January 1, 2010.
This rate schedule is effective January 1, 2010.

APPLICABILITY:

This rate is available to any customer taking service under Distribution Rates 125 and 300. It requires a Service Contract that identifies the required storage space and deliverability. In addition, the customer shall maintain a positive balance of gas in storage at all times or forfeit the use of Storage Services for Load Balancing and No-Notice Storage Service.

A daily nomination for storage injection and withdrawal except for No-Notice Storage Service, hereunder, which is used automatically for daily Load Balancing, shall also be required.

The maximum hourly injections / withdrawals shall equal $1/24^{\text{th}}$ of the daily Storage Demand. No-Notice Storage Service is available up to the maximum daily withdrawal rights less the nominated withdrawal or the maximum daily injection rights less the nominated injections.

Storage space shall be based on either of two storage allocation methodologies: (customer's average winter demand - customer's average annual demand) x 151, or $[(17 \times \text{customer's maximum hourly demand}) / 0.1] \times 0.57$. Customers have the option to select from these two storage space allocation methods the one that best suits their requirements.

Maximum deliverability shall be 1.2% of contracted storage space. The customer may inject and withdraw gas based on the quantity of gas in storage and the limitations specified in the Service Contract. Both injection and withdrawal shall be subject to applicable storage ratchets as determined by the Company and posted from time to time.

CHARACTER OF SERVICE:

Service shall be firm when used in conjunction with firm distribution service. Service is interruptible when used in conjunction with interruptible distribution service. All service is subject to contract terms and force majeure.

The service is available on two bases:

- (1) Service nominated daily based on the available capacity and gas in storage up to the maximum contracted daily deliverability; and
- (2) No-Notice Storage Service for daily Load Balancing consistent with the maximum hourly deliverability.

RATE:

The following rates and charges shall apply in respect to all gas received by the Company from and delivered by the Company to storage on behalf of the Applicant.

Monthly Customer Charge:	\$150.00
Storage Reservation Charge:	
Monthly Storage Space Demand Charge	0.0539 ¢/m³
Monthly Storage Deliverability Demand Charge	14.7283 ¢/m³
Injection & Withdrawal Unit Charge:	0.3373 ¢/m³

Monthly Minimum Bill: The sum of the Monthly Customer Charge plus Monthly Demand Charges.

FUEL RATIO REQUIREMENT:

The Fuel Ratio per unit of gas injected and withdrawn is 0.35%.

All Storage Space and Deliverability/Injection Demand Charges are applicable monthly. Injection and withdrawal charges are applicable to each unit of gas injected or withdrawn based on daily nominations and No-Notice Storage Service quantities.

All deemed withdrawal quantities under the No-Notice Storage Service provisions of this rate will be adjusted for the UFG provisions applicable to the distribution service rates.

In addition, for each unit of injection or withdrawal there will be an applicable fuel charge adjustment expressed as a percent of gas.

TERMS AND CONDITIONS OF SERVICE:

1. Nominated Storage Service:

Nominations under this rate shall only be accepted at the standard North American Energy Standards Board ("NAESB") nomination windows. The customer may elect to nominate all or a portion of the available withdrawal capacity for delivery to the applicable Primary Delivery Area, which may be EGD's Central Delivery Area (CDA) or EGD's Eastern Delivery Area (EDA). All volumes nominated from storage are delivered first for purposes of daily Load Balancing of available supply assets. When system conditions permit, the customer may nominate all or a portion of the available withdrawal capacity for delivery to Dawn or to the customer's Primary Delivery Area for purposes other than consumption at the customer's own meter.

Storage not nominated for delivery will be available for No-Notice Storage Service. The sum of gas nominated for storage injection and for the Terminal Location shall not exceed the customer's Contract Demand (CD).

The customer may also nominate gas for delivery into storage by nominating the storage delivery area as the Primary Delivery Area. Gas nominated for storage delivery will not be available for No-Notice Storage Service. The sum of gas nominated for storage injection and for the Terminal Location shall not exceed the customer's CD. Any gas in excess of the contract demand will be subject to cash out as injection overrun gas.

The Company reserves the right to limit injection and withdrawal rights to all storage customers in certain situations, such as major maintenance or construction projects, and may reduce nominations for injections and withdrawals over and above applicable storage ratchets. The Company will provide customers with one week's notice of its intent to limit injection and withdrawal rights, and at the same time, shall provide its best estimate of the duration and extent of the limitations.

In situations where the Company limits injection and withdrawal rights, the Company shall proportionately reduce the Storage Deliverability/Injection Demand Charge for affected customers based on the number of days the limitation is in effect and the difference between Deliverability/Injection Demand, subject to applicable storage ratchets, and the quantity of gas actually delivered or injected.

2. No-Notice Storage Service:

The Company, at its sole discretion based on operating conditions, may provide a No-Notice Storage Service that allows customers taking gas under distribution service rates to balance daily deliveries using this Storage Service. No-Notice Storage Service requires that the customer grant the Company the exclusive right to use unscheduled service available from storage to reduce the daily imbalance associated with the actual consumption of the customer.

No-Notice Storage Service is limited to the available, unscheduled withdrawal or injection capacity under contract to serve a customer. Where the customer serves multiple delivery locations from a single storage Service Contract, the customer shall specify the order in which gas is to be delivered to each Terminal Location served under a distribution Service Contract. The specified order of deliveries shall be used to administer Load Balancing Provisions to each Terminal Location.

The availability of No-Notice Storage Service is subject to and reduced by any service schedule from or to storage. To the extent that the quantity of gas available in storage is insufficient to meet the requirements of the customer under a No-Notice Storage Service, the customer will be unable to use the service on a no-notice basis for Load Balancing service. To the extent that the scheduled injections into storage plus No-Notice Storage Service exceed the maximum limit for injection, No-Notice Storage Service will be reduced and the remainder of the gas will constitute a daily imbalance. Gas delivered in excess of the maximum injection quantity shall be deemed injection overrun gas and cashed out at 50% of the lowest index price of gas.

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Other provisions:

If the customer elects to use the contracted storage capacity at less than the full volumetric capacity of the storage, the Company may inject its own gas provided that such injection does not reduce the right of the customer to withdraw the full amount of gas injected on any day during the withdrawal season or to schedule its full injection right during the injection season.

Term of Contract:

A minimum of one year.

A longer-term contract may be required if incremental contracts/assets/facilities have been procured/built for the customer.

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after January 1, 2010.
This rate schedule is effective January 1, 2010.

APPLICABILITY:

This rate is available to any customer taking service under Distribution Rates 125 and 300. It requires a Service Contract that identifies the required storage space and deliverability. The customer shall maintain a positive balance of gas in storage at all times. In addition, the customer must arrange for pipeline delivery service from Dawn to the applicable Primary Delivery Area.

This service is not a delivered service and is only available when the relevant pipeline confirms the delivery.

The maximum hourly injections / withdrawals shall equal $1/24^{\text{th}}$ of the daily Storage Demand.

Storage space shall be based on either of two storage allocation methodologies: (customer's average winter demand - customer's average annual demand) x 151, or $[(17 \times \text{customer's maximum hourly demand}) / 0.1] \times 0.57$. Customers have the option to select from these two storage space allocation methods the one that best suits their requirements.

Maximum deliverability shall be 1.2% of contracted storage space. The customer may inject and withdraw gas based on the quantity of gas in storage and the limitations specified in the Service Contract. Both injection and withdrawal shall be subject to applicable storage ratchets as determined by the Company and posted from time to time.

CHARACTER OF SERVICE:

Service shall be firm when used in conjunction with firm distribution service. Service is interruptible when used in conjunction with interruptible distribution service. All service is subject to contract terms and force majeure.

The service is nominated based on the available capacity and gas in storage up to the maximum contracted daily deliverability.

RATE:

The following rates and charges shall apply in respect to all gas received by the Company from and delivered by the Company to storage on behalf of the Applicant.

Monthly Customer Charge:	\$150.00
Storage Reservation Charge:	
Monthly Storage Space Demand Charge	0.0539 ¢/m³
Monthly Storage Deliverability Demand Charge	5.0698 ¢/m³
Injection & Withdrawal Unit Charge:	0.1174 ¢/m³

Monthly Minimum Bill: The sum of the Monthly Customer Charge plus Monthly Demand Charges.

FUEL RATIO REQUIREMENT:

The Fuel Ratio per unit of gas injected and withdrawn is 0.35%.

All Storage Space and Deliverability/Injection Demand Charges are applicable monthly. Injection and withdrawal charges are applicable to each unit of gas injected or withdrawn based on daily nominations.

In addition, for each unit of injection or withdrawal there will be an applicable fuel charge adjustment expressed as a percent of gas.

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TERMS AND CONDITIONS OF SERVICE:

Nominated Storage Service:

The customer shall nominate storage injections and withdrawals daily. The customer may change daily nominations based on the nomination windows within a day as defined by the customer contract with Union Gas Limited and TransCanada PipeLines (TCPL).

The customer may elect to nominate all or a portion of the available withdrawal capacity for delivery to the applicable Primary Delivery Area.

The Company reserves the right to limit injection and withdrawal rights to all storage customers in certain situations, such as major maintenance or construction projects, and may reduce nominations for injections and withdrawals over and above applicable storage ratchets. The Company will provide customers with one week's notice of its intent to limit injection and withdrawal rights, and at the same time, shall provide its best estimate of the duration and extent of the limitations.

In situations where the Company limits injection and withdrawal rights, the Company shall proportionately reduce the Storage Deliverability/Injection Demand Charge for affected customers based on the number of days the limitation is in effect and the difference between Deliverability/Injection Demand, subject to applicable storage ratchets, and the quantity of gas actually delivered or injected.

The customer may transfer the title of gas in storage.

Other provisions:

If the customer elects to use the contracted storage capacity at less than the full volumetric capacity of the storage, the Company may inject its own gas provided that such injection does not reduce the right of the customer to withdraw the full amount of gas injected on any day during the withdrawal season or to schedule its full injection right during the injection season.

Term of Contract:

A minimum of one year.

A longer-term contract may be required if incremental contracts/assets/facilities have been procured/built for the customer.

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after January 1, 2010.
This rate schedule is effective January 1, 2010.

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APPLICABILITY:

To any Applicant whose delivery of natural gas to the Company for transportation to a Terminal Location has been interrupted prior to the delivery of such gas to the Company.

CHARACTER OF SERVICE:

The volume of gas available for backstopping in any day shall be determined by the Company exercising its sole discretion. If the aggregate daily demand for service under this Rate Schedule exceeds the supply available for such day, the available supply shall be allocated to firm service customers on a first requested basis and any balance shall be available to interruptible customers on a first requested basis.

RATE:

The rates applicable in the circumstances contemplated by this Rate Schedule, in lieu of the Gas Supply Charges specified in any of the Company's other Rate Schedules pursuant to which the Applicant is taking service, shall be as follows:

	Billing Month
	January
	to
	December
Gas Supply Charge	
Per cubic metre of gas sold	24.1317 ¢/m³

provided that if upon the request of an Applicant, the Company quotes a rate to apply to gas which is delivered to the Applicant at a particular Terminal Location on a particular day or days and to which this Rate Schedule is applicable (which rate shall not be less than the Company's avoided cost in the circumstances at the time nor greater than the otherwise applicable rate specified above), then the Gas Supply Charge applicable to such gas shall be the rate quoted by the Company.

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2010 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2010.

APPLICABILITY AND CHARACTER OF SERVICE:

Service under this rate schedule shall apply to the Transmission and Compression Service Agreement with Union Gas Limited dated April 1, 1989, and the Transmission, Compression and Pool Storage Service Agreement with Centra Gas Ontario Inc. dated May 30, 1994. Service shall be provided subject to the terms and conditions specified in the Service Agreement.

RATE:

The Customer shall pay for service rendered in each month in a contract year, the sum of the following applicable charges:

	Transmission & Compression \$/10³m³	Pool Storage \$/10³m³
Demand Charge for:		
Annual Turnover Volume	0.1865	0.2212
Maximum Daily Withdrawal Volume	16.8575	20.0617
Commodity Charge	1.0776	0.3825

FUEL RATIO REQUIREMENT:

Fuel Ratio applicable to per unit of gas injected and withdrawn is 0.35%.

MINIMUM BILL:

The minimum monthly bill shall be the sum of the applicable Demand Charges as stated in Rate Section above.

EXCESS VOLUME AND OVERRUN RATES:

In addition to the charges provided for in the Rate Section above, the Customer shall pay, for services rendered, the sum of the following applicable charges as they are incurred:

TERMS AND CONDITIONS OF SERVICE:

1. Excess Volumes will be billed at the total of the Excess Volume Charges as stated above.
2. Transmission and Compression, and Pool Storage Overrun Service will be billed according to the following:
 - (a) At the end of each month, in a contract year, the Company will make a determination, for each day in the month, of
 - (i) the difference between the volume of gas actually delivered, exclusive of the fuel volume, for Customer's account into the Company System, at the Point of Delivery and the Customer's Maximum Daily Injection Volume, and
 - (ii) the difference between the volume of gas actually delivered, exclusive of the fuel volume, for Customer's account from the Company System, at the Point of Delivery, and the Customer's Maximum Daily Withdrawal Volume.

	Excess Volume Charge \$/10 ³ m ³ / Year	Overrun Charge \$/10 ³ m ³ / Day
Transmission & Compression		
Authorized	2.4613	0.5542
Unauthorized	-	222.5193
Pool Storage		
Authorized	2.9194	0.6596
Unauthorized	-	264.8146

- (b) For each day of the month, where any such differences exceed 2.0 percent of the Customer's relevant Maximum Daily Injection Volume and/or Maximum Daily Withdrawal Volume, the Customer shall pay a charge equal to the relevant Overrun rates, as stated above, for such differences.

BILLING ADJUSTMENT:

1. Injection deficiency - If at the beginning of any Withdrawal Period the Customer's Storage Balance is less than the Customer's Annual Turnover Volume, due solely to the Company's inability to inject gas for any reason other than the fault of the Customer, then the applicable Demand Charge for Annual Turnover Volume for the contract year beginning the prior April 1 as stated in Rate Section as applicable, shall be adjusted by multiplying each by a fraction, the numerator of which shall be the Customer's Storage Gas Balance as of the beginning of such Withdrawal Period and the denominator shall be the Customer's Annual Turnover Volume as it may have been established for the then current year.
2. Withdrawal deficiency - If in any month in a contract year for any reason other than the fault of the Customer, the Company fails or is unable to deliver during any one or more days, the amount of gas which the Customer has nominated, up to the maximum volumes which the Company is obligated by the Agreement to deliver to the Customer, then the Demand Charge for maximum Contract Daily Withdrawal Volume in the contract year otherwise payable for the month in which such failure occurs, as stated in Rate Section above, as applicable, shall be reduced by an amount for each day of deficiency to be calculated as follows: The Demand Charge for maximum Contract Daily Withdrawal Volume for the contract year for the month will be divided by 30.4 and the result obtained will then be multiplied by a fraction, the numerator being the difference between the nominated volume for such day and the delivered volume for such day and the denominator being the Customer's maximum Contract Daily Withdrawal Volume for such contract year.

TERMS AND EXPRESSIONS:

In the application of this Rate Schedule to each of the Agreements, terms and expressions used in this Rate Schedule have the meanings ascribed thereto in such Agreement.

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after January 1, 2010.
This rate schedule is effective January 1, 2010.

These rates to be superseded by EB-2010-0048, effective April 1, 2010	BOARD ORDER: EB-2009-0172	REPLACING RATE EFFECTIVE: January 1, 2010	Page 2 of 2 Handbook 46
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APPLICABILITY:

To any Applicant who enters into a Storage Contract with the Company for delivery by the Applicant to the Company and re-delivery by the Company to the Applicant of a volume of natural gas owned by the Applicant.

CHARACTER OF SERVICE:

Service under this rate is for Full Cycle or Short Cycle storage service; with firm or interruptible injection and withdrawal service, all as may be available from time to time.

RATE:

The following rates and charges shall apply in respect of all gas received by the Company from and re-delivered by the Company to the Applicant.

	Full Cycle		Short Cycle
	Firm \$/10 ³ m ³	Interruptible \$/10 ³ m ³	\$/10 ³ m ³
Monthly Demand Charge per unit of Annual Turnover Volume:			
Minimum	0.4077	0.4077	-
Maximum	2.0385	2.0385	-
Monthly Demand Charge per unit of Contracted Daily Withdrawal:			
Minimum	36.9192	29.5354	-
Maximum	184.5960	147.6768	-
Commodity Charge per unit of gas delivered to / received from storage:			
Minimum	1.4601	1.4601	0.7229
Maximum	7.3005	7.3005	38.9327

FUEL RATIO REQUIREMENT:

The Fuel Ratio per unit of gas injected and withdrawn is 0.35%.

TRANSACTING IN ENERGY:

The conversion factor is 37.74MJ/m³, which corresponds to Union Gas' System Wide Average Heating Value, as per the Board's RP-1999-0017 Decision with Reasons.

MINIMUM BILL:

The minimum monthly bill shall be the sum of the applicable Demand Charges.

OVERRUN RATES:

The units rates stated below will apply to overrun volumes. The provision of Authorized Overrun service will be at the Company's sole discretion.

	Full Cycle		Short Cycle
	Firm \$/10 ³ m ³	Interruptible \$/10 ³ m ³	\$/10 ³ m ³
Authorized Overrun			
Annual Turnover Volume			
Negotiable, not to exceed:	38.9327	38.9327	38.9327
Authorized Overrun			
Daily Injection/Withdrawal			
Negotiable, not to exceed:	38.9327	38.9327	38.9327
Unauthorized Overrun			
Annual Turnover Volume			
Excess Storage Balance			
September 1 - November 30	389.3269	389.3269	389.3269
December 1 - October 31	38.9327	38.9327	38.9327
Unauthorized Overrun			
Annual Turnover Volume			
Negative Storage Balance			

TERMS AND CONDITIONS OF SERVICE:

1. All Services are available at the Company's sole discretion.
2. Delivery and Re-delivery of the volume of natural gas shall be from/to the facilities of Union Gas Limited and / or TransCanada PipeLines Limited in Dawn Township and/or Niagara Gas Transmission Limited in Moore Township.
3. The Customers daily injections or withdrawals will be adjusted to provide for the fuel ratio stated in the Fuel Ratio Section. In the event that a Short Cycle service does not require fuel for injection and/or withdrawal, the fuel ratio commodity charge may be waived.

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after January 1, 2010.
This rate schedule is effective January 1, 2010.

APPLICABILITY:

To any Applicant who enters into a Contract with the Company for transportation on the Company's Tecumseh Transmission System.

CHARACTER OF SERVICE:

Service under this rate is for firm transportation service as may be available from time to time.

RATE:

The following rates and charges shall apply in respect of all gas received by the Company from and re-delivered by the Company to the Applicant.

	Firm \$/10³m³	Interruptible \$/10³m³
Monthly Demand Charge per unit of Maximum Contracted Daily Delivery:	5.2580	-
Commodity Charge per unit of gas delivered:	-	0.2070

MINIMUM BILL:

The minimum monthly bill shall be the sum of the applicable Demand Charges.

TERMS AND CONDITIONS OF SERVICE:

1. Delivery of the volume of natural gas by the Applicant shall be at the interconnection of the Company's Tecumseh transmission facilities with that of Niagara Gas Transmission Limited at the Tecumseh Compressor Station.
2. Re-delivery of the volume of natural gas shall be at the interconnection of the Company's facilities with those of interconnecting pipelines in Dawn Township.

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after January 1, 2010.
This rate schedule is effective January 1, 2010.

Applicants located off the piping networks noted below or off piping systems supplied from these networks may be curtailed to maintain distribution system integrity.

The Town of Collingwood
The Town of Midland

APPLICABILITY:

This rider is applicable to any Applicant who enters into Gas Transportation Agreement with the Company under any rate other than Rates 125 and 300.

MONTHLY DIRECT PURCHASE ADMINISTRATION CHARGE:

Fixed Charge	\$75.00 per month
Account Charge	\$0.21 per month per account

AVERAGE COST OF TRANSPORTATION:

The average cost of transportation effective January 1, 2010:

Point of Acceptance	Firm Transportation (FT)
CDA, EDA	3.9094 ¢/m ³

TCPL FT CAPACITY TURNBACK:

APPLICABILITY:

To Ontario T-Service customers who have been or will be assigned TCPL capacity by the Company.

TERMS AND CONDITIONS OF SERVICE:

1. The Company will accommodate TCPL FT capacity turnback from customers to the extent that the Company is allowed to turnback FT capacity to TCPL.
2. The Company will accommodate all TCPL FT capacity turnback requests in a manner that minimizes stranded and other transitional costs. The Company is committed to maintaining the integrity of its distribution system and the sanctity of all contracts.
3. The Company may amend any contracts to accommodate a customer's request to turnback capacity.
4. Notice of TCPL FT turnback capacity will be accepted on Enbridge's Election for Enbridge Firm Transportation Assignment form or other authorized written notice.
5. The daily contractual right to receive natural gas would still be subject to the delivery, on a firm basis, of the full Mean Daily Volume into the Company's Central Delivery Area (CDA) and/or Eastern Delivery Area (EDA). The delivery area must match the area in which consumption will occur.

6. The proportion of TCPL FT capacity that an eligible customer may request to be turned back each year ("percentage turnback") shall not exceed the proportion of the TCPL capacity that Enbridge is entitled to turn back that year. This percentage turnback will be applied to calculate the customer's turnback capacity limit based on the renewal volume of the direct purchase agreement.
7. If the Company is unable to accommodate all or a portion of an eligible customer's request to turnback TCPL FT capacity in the month requested by the customer, the Company will indicate the month(s) when such customer request can be fully satisfied and the costs, if any, associated with accommodating this request. The customer may then advise the Company as to whether or not they wish to proceed with the TCPL FT capacity turnback request.
8. All TCPL FT capacity turnback requests will be treated on an equitable basis.
9. Customers may withdraw their original election given they provide notice to the Company a minimum of one week prior to the deadline specified in the TransCanada tariff for FT contract extension.
10. The percentage turnback of TCPL FT capacity will be applied at the Direct Purchase Agreement level.
11. Written notice to turnback capacity must be received by the Company the earlier of:
 - (a) Sixty days prior to the expiry date of the current contract.
 - or
 - (b) A minimum of one week prior to the deadline specified in TransCanada tariff for FT contract extension.

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after January 1, 2010.
This rate schedule is effective January 1, 2010.

These rates to be superseded by EB-2010-0048, effective April 1, 2010	BOARD ORDER: EB-2009-0172	REPLACING RATE EFFECTIVE: January 1, 2010	Page 2 of 2 Handbook 52
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RIDER:	B	BUY / SELL SERVICE RIDER
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APPLICABILITY:

This rider is applicable to any Applicant who entered into a Gas Purchase Agreement with the Company, prior to April 1, 1999, to sell to the Company a supply of natural gas.

MONTHLY DIRECT PURCHASE ADMINISTRATION CHARGE:

Fixed Charge	\$75.00 per month
Account Charge	\$0.21 per month per account

BUY / SELL PRICE:

In Buy/Sell Arrangements between the Company and an Applicant, the Company shall buy the Applicants gas at the Company's actual FT-WACOG price determined on a monthly basis in the manner approved by the Ontario Energy Board. For Western Buy/Sell arrangements the FT-WACOG price shall be reduced by pipeline transmission costs.

FT FUEL PRICE:

The FT fuel price used to establish the Buy price in Western Buy/Sell arrangements without fuel will be determined monthly based upon the actual FT-WACOG.

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after January 1, 2010.
This rate schedule is effective January 1, 2010.

These rates to be superseded by EB-2010-0048, effective April 1, 2010	BOARD ORDER: EB-2009-0172	REPLACING RATE EFFECTIVE: January 1, 2010	Page 1 of 1 Handbook 53
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Rate Class	Sales Service (¢/m ³)	Transportation Service (¢/m ³)
Rate 1	0.0000	0.0000
Rate 6	0.0000	0.0000
Rate 9	0.0000	0.0000
Rate 100	0.0000	0.0000
Rate 110	0.0000	0.0000
Rate 115	0.0000	0.0000
Rate 135	0.0000	0.0000
Rate 145	0.0000	0.0000
Rate 170	0.0000	0.0000
Rate 200	0.0000	0.0000

RIDER:	D	
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These rates to be superseded by EB-2010-0048, effective April 1, 2010	BOARD ORDER: EB-2009-0172	REPLACING RATE EFFECTIVE: January 1, 2010	Page 1 of 1 Handbook 55
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The following adjustment shall be applicable to volumes during the period April 1, 2010 to April 30, 2010.

Bundled Services

Rate Class	Sales Service (¢/m ³)	Western Transportation Service (¢/m ³)	Ontario Transportation Service (¢/m ³)
Rate 1	(2.1352)	(1.9040)	(1.3723)
Rate 6	(0.8918)	(0.5020)	0.0332
Rate 9	0.0855	0.1169	0.4593
Rate 100	0.0000	0.0000	0.0000
Rate 110	0.0006	0.0349	0.4166
Rate 115	0.0318	0.0618	0.3865
Rate 135	0.0330	0.0330	0.0625
Rate 145	(0.0742)	(0.0111)	0.4328
Rate 170	0.0197	0.0544	0.4322
Rate 200	(0.1187)	(0.0673)	0.4865

Unbundled Services

Rate Class	Distribution Service (¢/m ³)
Rate 125	0.0853
Rate 300	0.3679

The following elevation factors shall be applicable to metered volumes measured by a meter that does not correct for atmospheric pressure.

Zone	Elevation Factor
1	0.9644
2	0.9652
3	0.9669
4	0.9678
5	0.9686
6	0.9703
7	0.9728
8	0.9745
9	0.9762
10	0.9771
11	0.9839
12	0.9847
13	0.9856
14	0.9864
15	0.9873
16	0.9881
17	0.9890
18	0.9898
19	0.9907
20	0.9915
21	0.9932
22	0.9941
23	0.9949
24	0.9958
25	0.9960
26	0.9966
27	0.9975
28	0.9981
29	0.9983
30	0.9992
31	0.9997
32	1.0000
33	1.0017
34	1.0025
35	1.0034
36	1.0051
37	1.0059
38	1.0170

	<u>Rate</u> (excluding GST)
<u>New Account Or Activation</u>	
New Account Charge	\$25.00
Turning on of gas, activating appliances, obtaining billing data and establishing an opening meter reading for new customers in premises where gas has been previously supplied	
Appliance Activation Charge - Commercial Customers Only	\$70.00
Commercial customers are charged an appliance activation charge on unlock and red unlock orders, except on the very first unlock and service unlock at a premise.	minimum 1/2 hour work. Total Amount depends on time required
Meter Unlock Charge - Seasonal or Pool Heater	\$70.00
Seasonal for all other revenue classes, or Pool Heater for residential only	
<u>Statement of Account</u>	
Lawyer Letter Handling Charge	\$15.00
Provide the customer's lawyer with gas bill information.	
Statement of Account Charge (for one year history)	\$10.00
<u>Cheques Returned Non-Negotiable Charge</u>	\$20.00
<u>Gas Termination</u>	
Red Lock Charge	\$70.00
Locking meter or shutting off service by closing the street shut-off valve (when work can be performed by Field Collector)	
Removal of Meter	\$280.00
Removing meter by Construction & Maintenance crew	
Cut Off At Main Charge	\$1,300.00
Cutting service off at main by Construction & Maintenance Crew	
Valve Lock Charge	
Shutting off service by closing the street shut-off valve - work performed by Field Investigator	\$135.00
- work performed by Construction & Maintenance	\$280.00

Safety Inspection

Inspection Charge	\$70.00
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For inspection of gas appliances; the Company provides only one inspection free of charge, upon first time introduction of gas to a premise.

Inspection Reject Charge (safety inspection)	\$70.00
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Energy Board Inspection rejects are billed to the meter installer or homeowner.

Meter Test

Meter Test Charge

When a customer disputes the reading on his/her meter, he/she may request to have the meter tested. This charge will apply if the test result confirms the meter is recording consumption correctly.

Residential meters	\$105.00
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Non-Residential meters	Time & Material per Contractor
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Street Service Alteration

Street Service Alteration Charge	\$32.00
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For installation of service line beyond allowable guidelines (for new residential services only)

NGV Rental

NGV Rental Cylinder (weighted average)	\$12.00
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Other Customer Services (ad-hoc request)

Labour Hourly Charge-Out Rate	\$140.00
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Cut Off At Main Charge - Commercial & Special Requests	custom quoted
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Cut Off At Main charges for commercial services and other residential services that involve significantly more work than the average will be custom quoted.

Cut Off At Main Charge - Other Customer Requests	\$1,300.00
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Other residential Cut Off At Main requests due to demolitions, fires, inactive services, etc. will be charged at the standard COAM rate.

Meter In-Out (Residential Only))	\$280.00
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Relocate the meter from inside to outside per customer request

Request For Service Call Information	\$30.00
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Provide written information of the result of a service call as requested by home owners.

Temporary Meter Removal	\$280.00
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As requested by customers.

Damage Meter Charge	\$380.00
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APPLICABILITY:

This rider is applicable to any Applicant who enters into Gas Delivery Agreement with the Company under any rate.

IN FRANCHISE TITLE TRANSFER SERVICE:

In any Gas Delivery Agreement between the Company and the Applicant, an Applicant may elect to initiate a transfer of natural gas from one of its pools to the pool of another Applicant for the purposes of reducing an imbalance between the Applicant's deliveries and consumption as recorded in its Banked Gas Account or Cumulative Imbalance Account. Elections must be made in accordance with the Company's policies and procedures related to transaction requests under the Gas Delivery Agreement.

The Company will not apply a charge for transfers between pools that have similar Points of Acceptance (i.e. both Ontario or both Western Points of Acceptance). For transfers between pools that have dissimilar Points of Acceptance (i.e. one an Ontario and one a Western Point of Acceptance), the Company will apply the following Administration Charge per transaction to the Applicant transferring the natural gas (i.e. the seller or transferor).

Administration Charge: \$169.00 per transaction

ENHANCED TITLE TRANSFER SERVICE:

In any Gas Delivery Agreement between the Company and the Applicant, the Applicant may elect to initiate a transfer of natural gas between the Company and another utility, regulated by the Ontario Energy Board, at Dawn for the purposes of reducing an imbalance between the customer's deliveries and consumption within the Enbridge Gas Distribution franchise areas. The ability of the Company to accept such an election may be constrained at various points in time for customers obtaining services under any rate other than Rate 125 or 300 due to operational considerations of the Company.

The cost for this service is separated between an Administration Charge that is applicable to all Applicants and a Bundled Service Charge that is only applicable to Applicants obtaining services under any rate other than Rate 125 or 300.

Administration Charge:

Base Charge \$50.00 per transaction
Commodity Charge \$0.7301 per 10³m³

Bundled Service Charge:

The Bundled Service Charge shall be equal to the absolute difference between the Eastern Zone and Southwest Zone Firm Transportation tolls approved by the National Energy Board for TCPL at a 100% Load Factor.

GAS IN STORAGE TITLE TRANSFER:

An Applicant that holds a contract for storage services under Rate 315 or 316 may elect to initiate a transfer of title to the natural gas currently held in storage between the storage service and another storage service held by the Applicant, or any other Applicant that has contracted with the Company for storage services under Rate 315 or 316. The service will be provided on a firm basis up to the volume of gas that is equivalent to the more restrictive firm withdrawal and injection parameters of the two parties involved in the transfer. Transfer of title at rates above this level may be done on at the Company's discretion.

For Applicants requesting service between two storage service contracts that have like services, each party to the request shall pay an Administration Charge applicable to the request. Services shall be considered to be alike if the injection and deliverability rate at the ratchet levels in effect at the time of the request are the same and both services are firm or both services are interruptible. In addition to like services, the Company, at its sole discretion based on operational conditions, will also allow for the transfer of gas from a storage service contract that has a level of deliverability that is higher than the level of deliverability of the storage service contract the gas is being transferred to with only the Administration Charge being applicable to each party.

In addition to the Administration Charge, Applicants requesting service between two storage service contracts not addressed in the preceding paragraph would be subject to the injection and withdrawal charges specified in their contracts.

Administration Charge: \$25.00 per transaction

These rates to be superseded by EB-2010-0048, effective April 1, 2010	BOARD ORDER: EB-2009-0172	REPLACING RATE EFFECTIVE: January 1, 2010	Page 1 of 1 Handbook 60
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APPENDIX “C”

Rider E

The following adjustment shall be applicable to volumes during the period April 1, 2010 to April 30, 2010.

Bundled Services

Rate Class	Sales Service (¢/m ³)	Western Transportation Service (¢/m ³)	Ontario Transportation Service (¢/m ³)
Rate 1	(2.1352)	(1.9040)	(1.3723)
Rate 6	(0.8918)	(0.5020)	0.0332
Rate 9	0.0855	0.1169	0.4593
Rate 100	0.0000	0.0000	0.0000
Rate 110	0.0006	0.0349	0.4166
Rate 115	0.0318	0.0618	0.3865
Rate 135	0.0330	0.0330	0.0625
Rate 145	(0.0742)	(0.0111)	0.4328
Rate 170	0.0197	0.0544	0.4322
Rate 200	(0.1187)	(0.0673)	0.4865

Unbundled Services

Rate Class	Distribution Service (¢/m ³)
Rate 125	0.0853
Rate 300	0.3679

APPENDIX "D"

2010 Deferral Accounts

ACCOUNTING TREATMENT FOR A
PURCHASED GAS VARIANCE ACCOUNT
("2010 PGVA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 PGVA is to record the effect of price variances between actual 2010 gas purchase prices and the forecast prices that underpin the revenue rates to be charged in 2010. Without this deferral account, the ratepayers and the Company are exposed to the risk of purchased gas price variances, which could unduly penalize or benefit one party at the benefit or expense of the other. Lower than forecast gas purchase prices would result in an over recovery from the customers and higher prices would result in an under recovery to the Company. This deferral account ensures that such effects are eliminated.

Methodology

The actual unit cost is determined by dividing the total commodity and transportation costs (less the demand charges related to unutilized TransCanada firm service transportation capacity, if any) plus any other costs associated with emerging gas pricing mechanisms incurred in the month by the actual volumes purchased in the month. The rate differential between the PGVA reference price and the actual unit cost of the purchases, multiplied by the actual volumes purchased, is recorded in the PGVA monthly.

The fixed cost component of the TransCanada firm service transportation costs (i.e., Transportation Demand Charge) is included in the determination of the reference price. However, any demand charges relating to unutilized transportation capacity, either forecast or actual, are excluded. This treatment of forecast and actual Transportation Demand Charges for unutilized transportation capacity is consistent with the Board's concerns that these amounts be excluded from the PGVA.

Since all transportation costs on volumes purchased by the Company related to forecast utilized capacity are included in the determination of the PGVA reference price, any changes in the TransCanada tolls will be recorded in the PGVA. Any toll changes related to the cost of forecast unutilized capacity will not be recorded in the PGVA and therefore, requires separate adjustment. The inclusion of changes in TransCanada tolls in the PGVA is consistent with past practice.

Since the transportation tolls for the Alliance and Vector pipelines that were used in the determination of the PGVA reference price were based upon an estimate, any variation between the actual transportation costs (including associated fuel costs) and the estimated transportation costs will be recorded in the PGVA.

Since transportation costs related to the transport of Western Canada Bundled T-service volumes are not included in the derivation of the PGVA reference price, changes in TransCanada tolls will be recorded in the PGVA as a separate adjustment.

For the period January 1, 2010 to December 31, 2010 expenditures related to TransCanada's Storage Transportation Services, including balancing fees related to TransCanada's Limited Balancing Agreement, will be recorded in the 2010 PGVA. The 2010 PGVA will also record amounts related to a Limited Balancing Agreement with Union Gas.

The PGVA will record adjustments related to transactional services activities which are designed to record the impact of direct and avoided costs between the PGVA and the TSDA. These adjustments are required to ensure appropriate allocation of costs and benefits to the underlying transactions and appropriate recording of amounts in the 2010 PGVA and 2010 TSDA for purposes of deferral account dispositions.

In addition, the 2010 PGVA will record the amounts related to unforecast penalty revenues received from interruptible customers who do not comply with the Company's curtailment requirements, unauthorized overrun gas revenues, the use of electronic bulletin boards, and the unforecast Unabsorbed Demand Charge ("UDC") that arises as a consequence of the Company voluntarily leaving transportation capacity unutilized in order to gain a net benefit for the customer by purchasing lower priced unforecast discretionary delivered supplies.

The 2010 PGVA will also record an inventory valuation adjustment every time a recalculated "Utility Price" or PGVA Reference Price comes into effect at the beginning of a quarter. The adjustment consists of the storage inventory valuation adjustment necessary to price actual opening inventory volumes at a rate equal to the Board approved quarterly PGVA reference price.

The 2010 PGVA will also record any refund/collection associated with Board approved Gas Cost Adjustment Riders.

The Company will record, at the time a Banked Gas Account Balance is purchased from a customer, the difference in the amount payable to the customer and the amount included in the PGVA (the Ontario T-Service credit). This amount would be credited to a sub-account of the PGVA. In the event the Company incurs unforecast UDC costs as a result of having to purchase Banked Gas Account Balances then the amount in such sub-account will be used to offset corresponding UDC costs. All amounts remaining in this sub-account, after offsetting these UDC costs, will be rolled up into the PGVA.

The commodity sale price on the disposition of Banked Gas Account Balances, the incentive sale price, is set at 120% of an average Empress price over the 12 months of the contractual year. Any amount in excess of 100% of the gas supply charge stated in the applicable rate schedule, net of the commodity related bad debt, will be included in the PGVA.

Simple interest is to be calculated on the opening monthly balance of the 2010 PGVA using the Board Approved EB-2006-0117 interest rate methodology. The balance of the 2010 PGVA, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record the monthly gas purchase variance:

Debit:	2010 PGVA	(Account 179.700)
Credit:	Gas in Storage	(Account 152.000)
	or	
Debit:	Gas in Storage	(Account 152.000)
Credit:	2010 PGVA	(Account 179.700)

To record the total rate variance on the current month's gas purchases.

2. TransCanada Toll changes related to forecast un-utilized transportation capacity:

Debit:	2010 PGVA	(Account 179.700)
Credit:	Accounts Payable	(Account 259.000)
	or	
Debit:	Sundry Accounts Receivable	(Account 141.030)
Credit:	2010 PGVA	(Account 179.700)

To record the amounts related to TransCanada toll changes on forecast unutilized transportation capacity.

3. TransCanada Toll changes related to Western Canada Bundled T-Service transportation capacity:

Debit:	2010 PGVA	(Account 179. 700)
Credit:	Accounts Payable	(Account 259. 000)
	or	
Debit:	Sundry Accounts Receivable	(Account 141. 030)
Credit:	2010 PGVA	(Account 179. 700)

To record the amounts related to TransCanada toll changes on Western Canada Bundled T-Service transportation capacity.

4. Transactional services activities:

Debit/Credit:	2010 TSDA	(Account 179. 800)
Debit/Credit:	Various accounts	(Account _____. ____)
Credit/Debit:	2010 PGVA	(Account 179. 700)

To record adjustments for direct and avoided costs related to Transactional Services activities between the 2010 PGVA and 2010 TSDA, and other accounts such as Gas Costs, Gas Stored Underground and Storage Demand Charges.

5. Electronic bulletin boards:

Debit:	2010 PGVA	(Account 179. 700)
Credit:	Accounts Payable	(Account 259. 000)

To record the amounts related to the Company's use of electronic bulletin boards.

6. Unforecast penalty revenues:

Debit:	Accounts Receivable	(Account 140. 010)
Credit:	2010 PGVA	(Account 179. 700)

To record unforecast penalty revenues received from interruptible customers who do not comply with the Company's curtailment requirements.

7. Voluntary UDC:

Debit:	2010 PGVA	(Account 179. 700)
Credit:	Accounts Payable	(Account 259. 000)

To record voluntary UDC as a result of purchasing lower priced unforecast discretionary delivered supplies.

8. Inventory valuation adjustment:

Credit/Debit:	Gas In Storage	(Account 152. 000)
Debit/Credit:	2010 PGVA	(Account 179. 700)

To record the adjustment necessary to value actual inventory volumes at a rate equal to the 2010 PGVA reference price.

9. Refund or collection of the Gas Cost Adjustment Rider:

Debit/Credit:	2010 PGVA	(Account 179. 700)
Credit/Debit:	Accounts Receivable	(Account 140. 010)

To record the amounts refunded or collected from customers through the Gas Cost Adjustment Rider.

10. Purchase of banked gas account balance:

Debit:	Gas In Storage	(Account 152. 000)
Credit:	2010 PGVA	(Account 179. 700)

To record the purchase of the Banked Gas Account Balance less the Ontario T-Service credit.

11. Unforecast UDC:

Debit:	2010 PGVA	(Account 179. 700)
Credit:	Accounts Payable	(Account 259. 000)

To record unforecast UDC costs resulting from the purchase of Banked Gas Account Balances from T-Service customers.

12. Sales in excess of 100% of the applicable gas supply charge:

Debit:	Other Income	(Account 319. 010)
Credit:	2010 PGVA	(Account 179. 700)

To record the amount of sales in excess of 100% of the gas supply charge stated in the applicable rate schedule, net of the commodity related bad debt amount.

13. Interest accrual:

Debit:	2010 PGVA - Interest Receivable	(Account 179. 710)
Credit:	Interest Expense	(Account 323.000)
	or	
Debit:	Interest Expense	(Account 323.000)
Credit:	2010 PGVA - Interest Payable	(Account 179. 710)

To record simple interest on the opening monthly balance of the 2010 PGVA using the Board Approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR A
TRANSACTIONAL SERVICES DEFERRAL ACCOUNT
("2010 TSDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 TSDA is to record the ratepayer share of the net revenue, from transportation and storage related transactional services, in excess of the \$8.0 million ratepayer guarantee and the operation and maintenance costs associated with storage related transactional services.

As determined in the NGEIR Decision with Reasons (EB-2005-0551), there is a distinction, and differing sharing mechanisms, associated with transportation related and storage related transactional services. Net transportation related transactional services revenue will employ a 75:25 sharing mechanism between the Company's ratepayers and shareholders, but net storage related transactional services revenue will employ a 90:10 sharing mechanism between ratepayers and shareholders.

Net revenue is defined as gross revenues for providing these services less any direct incremental costs incurred, plus, any avoided costs. Direct incremental costs represent those direct costs incurred as a result of a transactional service activity and avoided costs are those costs that have been avoided as a result of a transactional service activity. Typical direct incremental costs and avoided costs would include transportation costs, fuel costs, charges for name changes, re-direct charges, etc.

In EB-2005-0001, the Board determined that the operating and maintenance expenses (O&M) such as salaries, benefits, promotion, legal fees, etc. are properly recovered from ratepayers through rates outside of the TS sharing mechanism. This methodology remains in effect for O&M related to transportation related transactional services, but no longer applies to O&M related to storage related transactional services. The NGEIR Decision with Reasons (EB-2005-0551) determined that incremental O&M related to providing storage related transactional services will now be applied against the corresponding net revenues.

Simple interest is to be calculated on the opening monthly balance of the 2010 TSDA using the Board Approved EB-2006-0117 interest rate methodology. The balance of the 2010 TSDA, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record Transactional Services revenues and costs:

Debit/Credit:	Other Income	(Account 319. 010)
Credit/Debit:	2010 TSDA	(Account 179. 800)

To record the ratepayer portion of net revenues generated from transactional services activities in excess of the guaranteed amount, inclusive of O&M costs related to TS storage activities.

2. Allocation of costs and benefits to Transactional Services activities:

Debit/Credit:	2010 TSDA	(Account 179. 800)
Debit/Credit:	Various accounts	(Account _____. ____)
Credit/Debit:	2010 PGVA	(Account 179. 700)

To record adjustments for direct and avoided costs related to transactional services activities between the 2010 PGVA and 2010 TSDA, and other accounts such as Gas Costs, Gas Stored Underground and Storage Demand Charges.

3. Interest accrual:

Debit:	Interest Expense	(Account 323. 000)
Credit:	2010 TSDA - Interest Payable	(Account 179. 810)

To record simple interest on the opening monthly balance of the 2010 TSDA using the Board Approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR AN
UNACCOUNTED FOR GAS VARIANCE ACCOUNT
("2010 UAFVA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 UAFVA is to record the cost of gas that is associated with volumetric variances between the actual volume of unaccounted for gas ("UAF") and the 2010 Board approved UAF volumetric forecast.

The gas costs associated with the UAF variance account will be calculated at the end of calendar 2010 based on the estimated volumetric variance between the 2010 Board approved level and the estimate of the 2010 actual UAF. An adjustment will be made to the UAFVA in the subsequent year to record any differences between the estimated UAF and actual UAF.

The UAF annual variance will be allocated on a monthly basis in proportion to actual sales and costed at the monthly PGVA reference price.

Carrying costs for the UAFVA will be calculated on the allocated monthly balances using the Board Approved EB-2006-0117 interest rate methodology. The balance of the UAFVA, together with the carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record the estimated volumetric variance between the December 31, 2010 actual UAF and the Board Approved level:

Debit/Credit:	2010 UAFVA	(Account 179. 850)
Credit/Debit:	Gas Costs	(Account 623. 010)

To record the costs associated with the volumetric variance related to unaccounted for gas.

2. Interest accrual:

Debit/Credit:	Interest on 2010 UAFVA	(Account 179. 860)
Credit/Debit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 UAFVA using the Board Approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR A
STORAGE AND TRANSPORTATION DEFERRAL ACCOUNT
("2010 S&TDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 S&TDA is to record the difference between the forecast of Storage and Transportation rates (both cost of service and market based pricing) included in the Company's approved rates and the final Storage and Transportation rates (both cost of service and market based pricing) incurred by the company. It will also be used to record variances between the forecast Storage and Transportation rebate programs and the final rebates received by the company. The accounting treatment for the S&TDA is in line with that established for the 2008 S&TDA, which recognized that storage and transportation services may be provided to the Company by suppliers other than Union Gas and at market based rates.

The 2010 S&TDA will also record the variance between the forecast Storage and Transportation demand levels and the actual Storage and Transportation demand levels. In addition, this account will be used to record amounts related to deferral account dispositions received or invoiced from Storage and Transportation suppliers.

The 2010 S&TDA will also record the variance between the forecasted commodity cost for fuel and the updated QRAM Reference Price.

Simple interest is to be calculated on the opening monthly balance of the 2010 S&TDA using the Board Approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. Storage and Transportation rate variance:

[(Final Storage and Transportation rates) – (Storage and Transportation rates underpinning the Company's 2010 rates)] **X** Actual storage and/or transportation volumes

Debit/Credit:	2010 S&TDA	(Account 179. 880)
Credit/Debit:	Gas in Storage	(Account 152. 000)
	or	
Credit/Debit:	Gas Costs	(Account 623. 010)

To record the difference between the Storage and Transportation rates included in the Company's 2010 rates and the final Storage and Transportation rates.

2. To record variances in the Storage and Transportation rebate programs:

Debit:	Sundry Accounts Receivable	(Account 141. 030)
Credit:	2010 S&TDA	(Account 179. 880)
	or	
Debit:	2010 S&TDA	(Account 179. 880)
Credit:	Accounts Payable	(Account 259. 000)

To record the difference between the Storage and Transportation rebate programs included in the Company's 2010 rates and the final rebates received by the Company.

3. To record Storage and Transportation deferral account disposition:

Debit:	Sundry Accounts Receivable	(Account 141. 030)
Credit:	2010 S&TDA	(Account 179. 880)
	or	
Debit:	2010 S&TDA	(Account 179. 880)
Credit:	Accounts Payable	(Account 259. 000)

To record amounts related to deferral account dispositions received or invoiced from Storage and Transportation.

4. Inventory valuation adjustment:

Debit/Credit:	2010 S&TDA	(Account 179. 880)
Credit/Debit:	Gas In Storage	(Account 152. 000)

To record adjustments to storage and transmission fuel costs associated with quarterly price changes.

5. Interest accrual:

Debit/Credit:	Interest on 2010 S&TDA	(Account 179. 890)
Credit/Debit:	Interest Income/Expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 S&TDA using the Board Approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR A
CHANGE IN PURCHASED GAS VARIANCE DISPOSITION METHODOLOGY
DEFERRAL ACCOUNT
("2010 CPGVDMDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 CPGVDMDA is to record the one-time implementation costs in relation to changing the methodology by which the Company disposes of the PGVA. The change in methodology is a result of the Board's Decision and Order in the Commodity, Load Balancing and Cost Allocation proceeding (EB-2008-0106).

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record one-time implementation costs:

Debit:	2010 CPGVDMDA	(Account 179. 720)
Credit:	Accounts payable	(Account 251. 010)

To record the one-time implementation costs in relation to changing the methodology by which the Company disposes of the PGVA.

2. Interest accrual:

Debit:	Interest on 2010 CPGVDMDA	(Account 179. 730)
Credit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 CPGVDMDA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR A
CARBON DIOXIDE OFFSET CREDITS DEFERRAL ACCOUNT
("2010 CDOCD")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 CDOCD is to record amounts which represent proceeds resulting from the sale of or other dealings in earned carbon dioxide offset credits. This deferral account was originally approved by the Board in its Natural Gas Generic DSM proceeding, docket EB-2006-0021.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record the proceeds resulting from the sale of earned carbon dioxide offset credits:

Debit:	Various accounts	(Account _____. ____)
Credit:	2010 CDOCD	(Account 179. 500)

Proceeds arising from carbon dioxide offset credits earned.

2. Interest accrual:

Debit:	Interest expense	(Account 323. 000)
Credit:	Interest on 2010 CDOCD	(Account 179. 510)

To record simple interest on the opening monthly balance of the 2010 CDOCD using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR A
CLASS ACTION SUIT DEFERRAL ACCOUNT
("2010 CASDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The Board, in it's EB-2007-0731 Decision, approved the use of an ongoing or continuance of a CASDA account as an extension of the Board Approved 2007 CASDA in order to record amounts as allowed within the account and bring forward any un-cleared account balance for future disposition. In that decision, the Board approved the recovery of amounts in the CASDA along with interest, over the five year period of 2008 through 2012. The 2007 CASDA, which included amounts brought forward from 2006, recorded the Company's legal costs, plaintiff costs, costs of actuarial advice, costs of historical records analysis incurred in defending the 5% late payment penalty lawsuit against the Company, and the eventual settlement amount.

Simple interest is to be calculated on the opening monthly balance of the 2010 CASDA using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner to be designated by the Board in a future rate hearing.

Accounting Entries

1. To record the costs associated with defending the Company's late payment penalty:

Debit:	2010 CASDA	(Account 179. 400)
Credit:	Accounts payable	(Account 251. 010)
Credit:	2009 CASDA	(Account 179. 069)

To record the third party incremental costs incurred to defend the late payment penalty class action lawsuit and to roll forward un-cleared amounts from the board approved 2009 CASDA.

2. Interest accrual:

Debit:	Interest on 2010 CASDA	(Account 179. 410)
Credit:	Interest expense	(Account 323. 000)
Credit:	Interest on 2009 CASDA	(Account 179. 079)

To record simple interest on the opening monthly balance of the 2010 CASDA using the Board approved EB-2006-0117 interest rate methodology and to roll forward un-cleared amounts from the board approved 2009 interest on CASDA account.

ACCOUNTING TREATMENT FOR A
DEFERRED REBATE ACCOUNT
("2010 DRA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 DRA is to record any amounts payable to, or receivable from, customers of Enbridge Gas Distribution as a result of the clearing of deferral and variance accounts authorized by the Board which remain outstanding due to the Company's inability to locate such customers. The account will also include amounts arising from differences between actual and forecast volumes used for the purpose of clearing deferral account balances.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. Disposition of non-gas supply deferral accounts:

Debit:	2008 DSMVA	(Account 179. 028)
Debit:	2009 ESMDA	(Account 179. 589)
Debit:	2009 EFTPBSDA	(Account 179. 080)
Debit:	2009 TRRCVA	(Account 179. 409)
Credit:	2009 AUTUVA	(Account 179. 569)
Credit:	2008 LRAM	(Account 179. 108)
Credit:	2010 CASDA	(Account 179. 400)
Credit:	2009 GDARCD A	(Account 179. 209)
Credit:	2009 DRA	(Account 179. 009)
Credit:	2009 MPFDA	(Account 179. 549)
Credit:	2009 OBAVA	(Account 179. 449)
Credit:	2009 OBSDA	(Account 179. 429)
Credit:	2009 OHCVA	(Account 179. 189)
Credit:	2008 SSMVA	(Account 179. 128)
Credit:	2009 IFRSTCDA	(Account 179. 380)
Credit:	Interest on DA's & VA's – various	(Account 179. ____)
Debit:	2010 DRA	(Account 179. 000)

2. Disposition of gas supply deferral accounts:

Debit:	2009 TSDA	(Account 179. 729)
Debit:	2009 S&TDA	(Account 179. 749)
Debit:	2009 PGVA	(Account 179. 709)
Credit:	2009 UAFVA	(Account 179. 769)
Debit:	Interest on DA's & VA's –various	(Account 179. ____)
Credit:	2010 DRA	(Account 179. 000)

3. Refund or collection:

Debit:	2010 DRA	(Account 179. 000)
Credit:	Accounts Receivable	(Account 140. 010)
	or	
Debit:	Accounts Receivable	(Account 140. 010)
Credit:	2010 DRA	(Account 179. 000)

To record the actual amounts refunded to / recovered from customers.

4. Interest accrual:

Debit/Credit:	Interest expense	(Account 323. 000)
Debit/Credit:	Interest on the 2010 DRA	(Account 179. 010)

To record simple interest on the opening monthly balance of the 2010 DRA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR AN
ELECTRIC PROGRAM EARNINGS SHARING DEFERRAL ACCOUNT
("2010 EPESDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 EPESDA is to track and account for the ratepayer share of net revenues generated by providing DSM services under contract to electric LDCs. The ratepayer share is 50% of net revenues, using fully allocated costs, as was determined in the generic DSM proceeding EB-2006-0021.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner to be designated by the Board in a future rate hearing.

Accounting Entries

1. To record the ratepayer share of net revenues from electric DSM:

Debit:	Other income	(Account 319. 010)
Credit:	Operating & Maintenance	(Various accounts)
Credit:	2010 EPESDA	(Account 179. 600)

To record the ratepayer share of net revenues generated by providing DSM services to electric LDCs.

2. Interest accrual:

Debit:	Interest expense	(Account 323. 000)
Credit:	Interest on 2010 EPESDA	(Account 179. 610)

To record simple interest on the opening monthly balance of the 2010 EPESDA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR A
GAS DISTRIBUTION ACCESS RULE COSTS DEFERRAL ACCOUNT
("2010 GDARCD A")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 GDARCD A is to record all incremental unbudgeted capital and operating costs associated with the development, implementation, and operation of the Gas Distribution Access Rule. Such costs would include, but not be limited to, market restructuring oriented customer education and communication programs, legal or expert advice required, operating costs in relation to the establishment of contractual agreements and developing revised business processes and related computer hardware and software required to meet the requirements of the GDAR.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner to be designated by the Board in a future rate hearing.

Accounting Entries

1. To record costs related to Gas Distribution Access Rule requirements:

Debit:	2010 GDARCD A	(Account 179. 200)
Credit:	Accounts payable	(Account 251. 010)

To record the unbudgeted costs associated with GDAR development, implementation, and operation.

2. Interest accrual:

Debit:	Interest on 2010 GDARCD A	(Account 179. 210)
Credit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 GDARCD A using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR A
MANUFACTURED GAS PLANT DEFERRAL ACCOUNT
("2010 MGPDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 MGPDA is to capture all costs incurred in managing and resolving issues related to the Company's manufactured gas plant ("MGP") legacy operations. Amounts recorded in the 2009 MGPDA will also be transferred to the 2010 MGPDA. Costs charged to the account could include, but are not limited to:

- Responding to all enquiries, demands and court actions relating to former MGP sites;
- All oral and written communications with existing and former third party liability and property insurers of the Company;
- Conducting all necessary historical research and reviews to facilitate the Company's responses to all enquiries, demands, court actions and communications with claimants, third parties and insurers;
- Engaging appropriate experts (for example, environmental, insurance archivists, engineers, etc.) for the purposes of evaluating any alleged contamination that may have resulted from former MGP operations and providing advice regarding the appropriate steps to remediate/contain/monitor such contamination, if any;
- Engaging legal counsel to respond to all demands and court actions by claimants, and to take appropriate steps in relation to the Company's existing and former third party liability and property insurers; and
- Undertaking appropriate research into the regulatory treatment of costs resulting from former MGP operations in the United States.

The MGPDA would also be used to record any amounts which are payable to any claimant following settlement or trial, including any damages, interest, costs and disbursements and any recoveries from insurers or third parties.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner to be designated by the Board in a future rate hearing.

Accounting Entries

1. To record costs:

Debit:	2010 MGPDA	(Account 179. 300)
Credit:	Accounts Payable	(Account 251. 010)
Credit:	2009 MGPDA	(Account 179. 309)

To record the unbudgeted costs incurred in managing and resolving manufactured gas plants legal proceedings and litigation and to roll forward any un-cleared 2009 MGPDA amounts.

2. Interest accrual:

Debit:	Interest on 2010 MGPDA	(Account 179. 310)
Credit:	Interest expense	(Account 323. 000)
Credit:	Interest on 2009 MGPDA	(Account 179. 319)

To record simple interest on the opening monthly balance of the 2010 MGPDA using the Board approved EB-2006-0117 interest rate methodology and to roll forward any un-cleared interest amounts on the 2009 MGPDA.

ACCOUNTING TREATMENT FOR A
MUNICIPAL PERMIT FEES DEFERRAL ACCOUNT
("2010 MPFDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 MPFDA is to capture the revenue requirement impact from Municipal permit fees charged for certain activities, such as road cuts, related to the Company's construction and maintenance operations. These are unbudgeted new charges being incurred by the Company, imposed by Municipal governments in Ontario, resulting from changes to Ontario regulations made under the Municipal Act, 2001.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner to be designated by the Board in a future rate hearing.

Accounting Entries

1. To record Municipal permit fee costs:

Debit:	2010 MPFDA	(Account 179. 540)
Credit:	Accounts Payable	(Account 251. 010)

To record the permit fee costs incurred in construction and maintenance operations.

2. Interest accrual:

Debit:	Interest on 2010 MPFDA	(Account 179. 550)
Credit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 MPFDA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR AN
ONTARIO HEARING COSTS VARIANCE ACCOUNT
("2010 OHCVA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 OHCVA is to record the variance between the actual costs incurred by the Company in relation to 2010 regulatory proceedings, stakeholder consultatives, Board costs, and related expenses versus the \$5,842,500 which is embedded within rates.

Simple interest is to be calculated on the opening monthly balance of the 2010 OHCVA using the Board approved EB-2006-0117 interest rate methodology. The balance of the OHCVA, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record the variance in Ontario proceeding related costs:

Debit:	2010 OHCVA	(Account 179. 220)
Credit:	Accounts payable	(Account 251. 010)
	or	
Debit:	Operating revenue	(Account 300. 000)
Credit:	2010 OHCVA	(Account 179. 220)

To record variances between actual Ontario proceeding related costs and the amount embedded in rates.

2. Interest accrual:

Debit/Credit:	Interest on 2010 OHCVA	(Account 179. 230)
Debit/Credit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 OHCVA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR AN
UNBUNDLED RATE IMPLEMENTATION COST DEFERRAL ACCOUNT
("2010 URICDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 URICDA is to record any costs, if required, of continuing with a manual solution or the costs required of an automated solution for offering Unbundled Rates 125, 300, 315 and 316. Costs to be recorded in the account include administrative, staffing, training, communication, customer education, and all other reasonably incurred costs associated with offering these rates and the additional nomination windows required for such rates.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner to be designated by the Board in a future rate hearing.

Accounting Entries

1. To record costs related to the Unbundled Rate Implementation solution:

Debit:	2010 URICDA	(Account 179. 630)
Credit:	Accounts Payable	(Account 251. 010)

To record the costs associated with implementing Rates 125, 300, 315 and 316 through a continuing manual solution or an automated solution.

2. Interest accrual:

Debit:	Interest on 2010 URICDA	(Account 179. 640)
Credit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 URICDA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR AN
UNBUNDLED RATES CUSTOMER MIGRATION VARIANCE ACCOUNT
("2010 URCMVA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 URCMVA is to record the revenue consequences of actual customer migration versus forecast migration for the new Unbundled Rates, 125 and 300. The pivot point or threshold for the variance account will be the revenue related to forecast migration to new rates such that if actual migration revenue is lower or higher than forecast, there would be an associated entry to the variance account to refund or collect from customers in all applicable rate classes.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner to be designated by the Board in a future rate hearing.

Accounting Entries

1. To record the impact of customer migration to unbundled rates versus forecast:

Debit/Credit:	2010 URCMVA	(Account 179. 670)
Credit/Debit:	Operating revenue	(Account 300. 000)

To record the revenue variance associated with actual versus forecast migration of customers to unbundled rates.

2. Interest accrual:

Debit/Credit:	Interest on 2010 URCMVA	(Account 179. 680)
Credit/Debit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 URCMVA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR AN
AVERAGE USE TRUE-UP VARIANCE ACCOUNT
("2010 AUTUVA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 AUTUVA is to record ("true-up") the revenue impact, exclusive of gas costs, of the difference between the forecast of average use per customer, for general service rate classes (Rate 1 and Rate 6), embedded in the volume forecast that underpins Rates 1 and 6 and the actual weather normalized average use experienced during the year. The calculation of the volume variance between forecast average use and actual normalized average use will exclude the volumetric impact of Demand Side Management programs in that year. The revenue impact will be calculated using a unit rate determined in the same manner as for the derivation of the Lost Revenue Adjustment Mechanism (LRAM), extended by the average use volume variance per customer and the number of customers.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner to be designated by the Board in a future rate hearing.

Accounting Entries

1. To record the revenue impact of forecast versus normalized average use:

Debit/Credit:	2010 AUTUVA	(Account 179. 650)
Credit/Debit:	Operating revenue	(Account 300. 000)

To record the revenue impact associated with the variance in forecast average use per customer versus actual normalized average use per customer.

2. Interest accrual:

Debit/Credit:	Interest on 2010 AUTUVA	(Account 179. 660)
Credit/Debit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 AUTUVA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR A
TAX RATE AND RULE CHANGE VARIANCE ACCOUNT
("2010 TRRCVA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 TRRCVA is to record the ratepayer portion of any variance relating to changes in actual tax rates and rules which differ from those proposed and embedded in rates. In the event that actual future tax rates and rules are not as currently expected, the Company will calculate the appropriate amounts which should be shared equally between ratepayers and the Company, based upon 2007 Board Approved base level benchmarks embedded in rates, and record the appropriate variance in the variance account to be returned to or collected from ratepayers. This true-up will occur annually, along with any associated required change to ongoing future rates.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record the impact of actual tax rate and rule changes versus forecast:

Debit/Credit:	Operating revenue	(Account 300. 000)
Credit/Debit:	2010 TRRCVA	(Account 179. 440)

To record the ratepayer portion of any variance in taxes as a result of actual tax rates and rules differing from those proposed and embedded in rates.

2. Interest accrual:

Debit/Credit:	Interest expense	(Account 323. 000)
Credit/Debit:	Interest on 2010 TRRCVA	(Account 179. 450)

To record simple interest on the opening monthly balance of the 2010 TRRCVA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR AN
EARNINGS SHARING MECHANISM DEFERRAL ACCOUNT
("2010 ESMDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 ESMDA is to record the ratepayer share of utility earnings that result from the application of the earnings sharing mechanism. If the 2010 actual utility return on equity, calculated on a weather normalized basis, is more than 100 basis points over the amount calculated by applying the Board's ROE Formula, the resultant amount will be shared equally (i.e., 50/50) between the Company's ratepayers and shareholders. The calculation of a utility return for earnings sharing determination purposes, will include all revenues that would otherwise be included in earnings and only those expenses (whether operating or capital) that would otherwise be allowable deductions from earnings as within a cost of service application. In addition, the following are examples of shareholder incentives and other amounts which are outside of the ambit of the earnings sharing mechanism: amounts related to the Shared Savings Mechanism ("SSM") and Lost Revenue Adjustment Mechanism ("LRAM"), amounts related to storage and transportation deferral accounts, and the Company's 50% share of tax savings calculated in association with expected tax rate and rule changes.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record the ratepayers' share of earnings as a result of the earning sharing mechanism:

Debit:	Operating revenue	(Account 300. 000)
Credit:	2010 ESMDA	(Account 179. 580)

To record the ratepayers' share of utility earnings when the actual weather normalized ROE is greater than 100 basis points over the Board's formula ROE.

2. Interest accrual:

Debit:	Interest expense	(Account 323. 000)
Credit:	Interest on 2010 ESMDA	(Account 179. 590)

To record simple interest on the opening monthly balance of the 2010 ESMDA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR AN
INTERNATIONAL FINANCIAL REPORTING STANDARDS TRANSITION COSTS
DEFERRAL ACCOUNT
("2010 IFRSTCDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 IFRSTCDA is to record the difference between the actual incremental one-time administrative costs incurred to convert accounting policies and processes from their current compliance with Canadian Generally Accepted Accounting Principles (CGAAP) to their future compliance with International Financial Reporting Standards (IFRS) and the costs included in rates as approved by the Board.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record incremental one-time administrative costs:

Debit:	2010 IFRSTCDA	(Account 179. 460)
Credit:	Other admin and general expense	(Account 728. ____)
Credit:	Depreciation	(Account 303. ____)

To record incremental one time administrative costs in relation to converting accounting policies and processes from compliance with CGAAP to IFRS.

2. Interest accrual:

Debit:	Interest on 2010 IFRSTCDA	(Account 179. 470)
Credit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 IFRSTCDA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR AN
OPEN BILL SERVICE DEFERRAL ACCOUNT
("2010 OBSDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 OBSDA is to bring forward, track and clear a portion of balances from the previously un-cleared 2009 OBSDA. The account include amounts approved to be brought forward from the 2008 OBSDA and amounts incurred / recorded in 2009 for TMG consulting costs, OBA stakeholder costs and start up legal costs. An equal amount of the above total costs is to be shared equally by ratepayers and EGD over the years 2010 through 2012. As a result of the required timing of clearance of these accounts, the amount to be cleared to ratepayers for 2010 will be cleared through a 2009 account with the 2011 and 2012 amounts to be cleared through 2010 and 2011 accounts.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To track and record the amount of the OBSDA costs for clearance in 2010 through 2012:

Debit:	2010 OBSDA	(Account 179. 420)
Credit:	Other admin and general expense	(Account 728. ____)
Credit:	Depreciation	(Account 303. ____)

To track and record costs relating to Open Bill Services program.

2. Interest accrual:

Debit:	Interest on 2010 OBSDA	(Account 179. 430)
Credit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 OBSDA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR AN
OPEN BILL ACCESS VARIANCE ACCOUNT
("2010 OBAVA")

For the 2010 Fiscal Year
January 1, 2010 to December 31, 2010)

The purpose of the 2010 OBAVA is to bring forward, track and clear a portion of balances from the previously un-cleared 2009 OBAVA. An equal amount of the above total cost is to be shared equally by ratepayers and EGD over the years 2010 through 2012. As a result of the required timing of clearance of these accounts, the amount to be cleared to ratepayers for 2010 will be cleared through a 2009 account with the 2011 and 2012 amounts to be cleared through 2010 and 2011 accounts.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record incremental one-time administrative costs:

Debit:	2010 OBAVA	(Account 179. 520)
Credit:	Other admin and general expense	(Account 728. ____)
Credit:	Depreciation	(Account 303. ____)

To track and record costs relating to Open Bill Access program.

2. Interest accrual:

Debit:	Interest on 2010 OBAVA	(Account 179. 530)
Credit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 OBAVA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR AN
OPEN BILL REVENUE VARIANCE ACCOUNT
("2010 OBRVA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 OBRVA is to track and record the net revenue for Open Bill Services. The account allows for net revenue annual revenue amounts in excess of \$7.389 million to be shared 50/50 with ratepayers, and allows for a credit to Enbridge in the event that net annual revenues are less than \$4.889 million, equal to the shortfall between actual net revenues and \$4.889 million. The net revenue amounts will be determined in accordance with the EB-2009-0043 Board Approved Open Bill Access Settlement Proposal dated October 15, 2009.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record incremental one-time administrative costs:

Debit:	2010 OBRVA	(Account 179. 480)
Credit:	Other admin and general expense	(Account 728. ____)
Credit:	Depreciation	(Account 303. ____)

To record net revenue associated with Open Bill Service programs.

2. Interest accrual:

Debit:	Interest on 2010 OBRVA	(Account 179. 490)
Credit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 OBRVA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR AN
EX-FRANCHISE THIRD PARTY BILLING SERVICES DEFERRAL ACCOUNT
("2010 EFTPBSDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 EFTPBSDA is to record and track revenues generated from third party billing services provided to ex-franchise parties net of incremental costs associated with the services. The net revenue is to be shared on a 50/50 basis with ratepayers. The net revenue amounts will be determined in accordance with the EB-2009-0043 Board Approved Open Bill Access Settlement Proposal dated October 15, 2009.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record incremental one-time administrative costs:

Debit:	2010 EFTPBSDA	(Account 179. 080)
Credit:	Other admin and general expense	(Account 728. ____)
Credit:	Depreciation	(Account 303. ____)

To record net revenue associated with Ex-Franchise third party Billing Services.

2. Interest accrual:

Debit:	Interest on 2010 EFTPBSDA	(Account 179. 090)
Credit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 EFTPBSDA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR A
MEAN DAILY VOLUME MECHANISM DEFERRAL ACCOUNT
("2010 MDVMDA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 MDVMDA is to record the incremental costs of establishing and implementing the changes required to meet the Company's newly proposed Mean Daily Volume mechanism. The Company was ordered to bring forward a proposed mechanism for future adoption in the Board's Decision and Order in the Commodity, Load Balancing and Cost Allocation proceeding (EB-2008-0106).

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record incremental costs:

Debit:	2010 MDVMDA	(Account 179. 560)
Credit:	Accounts payable	(Account 251. 010)

To record the incremental costs of establishing and implementing the Company's proposed Mean Daily volume mechanism.

2. Interest accrual:

Debit:	Interest on 2010 MDVMDA	(Account 179. 570)
Credit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 MDVMDA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR A
DEMAND SIDE MANAGEMENT VARIANCE ACCOUNT
("2010 DSMVA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 DSMVA is to record the difference between the actual 2010 DSM spending and the \$26.7 million incorporated within 2010 rates. Any amount of under spending will be incorporated into the DSMVA, but overspending will be capped at 15% of the DSM budget dependent upon the Company achieving more than the 2010 DSM targeted TRC Net Benefits, on a pre-audited basis, as determined in the EB-2006-0021 proceeding. Furthermore, overspending charged to the 2010 DSMVA is limited to incremental program expenses only.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner to be designated by the Board in a future rate hearing.

Accounting Entries

1. To record variances in variable costs only:

Debit:	2010 DSMVA	(Account 179. 060)
Credit:	Operating & Maintenance	(Various accounts)
	or	
Debit:	Operating & Maintenance	(Various accounts)
Credit:	2010 DSMVA	(Account 179. 060)

To record the difference between actual and forecast Demand Side Management operating expenditures.

2. Interest accrual:

Debit:	Interest on 2010 DSMVA	(Account 179. 070)
Credit:	Interest expense	(Account 323. 000)
	or	
Debit:	Interest expense	(Account 323. 000)
Credit:	Interest on 2010 DSMVA	(Account 179. 070)

To record simple interest on the opening monthly balance of the 2010 DSMVA using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR A
LOST REVENUE ADJUSTMENT MECHANISM
("2010 LRAM")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 LRAM is to record the amount of distribution margin gained or lost when the Company's DSM programs are less or more successful than budgeted, for the period January 1, 2010 to December 31, 2010.

When the utility's DSM programs are less successful in the Test Year than budgeted, the utility gains distribution margin. Similarly, the utility loses distribution margin in the Test Year when its DSM programs are more successful than budgeted.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner to be designated by the Board in a future rate hearing.

Accounting Entries

1. To record LRAM amounts:

Debit:	Gas costs	(Account 623. 010)
Credit:	2010 LRAM	(Account 179. 100)
	or	
Debit:	2010 LRAM	(Account 179. 100)
Credit:	Gas costs	(Account 623. 010)

To record in the LRAM, the distribution margin impact of differences between actual and budget gas savings forecast in the Company's DSM programs.

2. Interest accrual:

Debit:	Interest expense	(Account 323. 000)
Credit:	Interest on 2010 LRAM	(Account 179. 110)
	or	
Debit:	Interest on 2010 LRAM	(Account 179. 110)
Credit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 LRAM using the Board approved EB-2006-0117 interest rate methodology.

ACCOUNTING TREATMENT FOR A
SHARED SAVINGS MECHANISM VARIANCE ACCOUNT
("2010 SSMVA")

For the 2010 Fiscal Year
(January 1, 2010 to December 31, 2010)

The purpose of the 2010 SSMVA is to record the actual amount of the shareholder incentive earned by the Company as a result of its DSM programs. The criteria and formula used to determine the amount of any shareholder incentive, to be recorded in the SSMVA, will be in accordance with the guidelines established in the generic DSM proceeding EB-2006-0021.

Simple interest is to be calculated on the opening monthly balance of this account using the Board approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner to be designated by the Board in a future rate hearing.

Accounting Entries

1. Shareholder incentive earned by the Company related to DSM programs:

Debit:	2010 SSMVA	(Account 179. 280)
Credit:	Other income	(Account 319. 010)

To record the shareholder incentive earned by the Company related to its DSM programs.

2. Interest accrual:

Debit/Credit:	Interest on 2010 SSMVA	(Account 179. 290)
Credit/Debit:	Interest expense	(Account 323. 000)

To record simple interest on the opening monthly balance of the 2010 SSMVA using the Board approved EB-2006-0117 interest rate methodology.

APPENDIX “E”

Final Issues List
(Procedural Order No. 6)

APPENDIX A

Final Issues List (as amended February 10, 2010 and corrected February 18, 2010)

Enbridge 2010 Rates - EB-2009-0172

1. Has Enbridge calculated its proposed distribution revenue requirement, including the assignment of that revenue requirement to the rate classes and the resulting rates, in accordance with the EB-2007-0615 incentive settlement agreement?
2. Is the forecast of degree days appropriate?
3. Is the forecast of average use appropriate?
4. Is the forecast of customer additions appropriate?
5. Is the gas volume budget appropriate?

Y FACTORS

6. Is the amount proposed for the Y factor Power Generation Projects appropriate?
7. Is the amount proposed for the Y factor DSM Program appropriate?
8. Is the amount proposed for the Y factor for Gas in Storage and related carrying costs appropriate?
9. Is the amount proposed for the Y factor for CIS Customer Care appropriate?

Z FACTORS

10. Is it appropriate to have a Z factor for the Pension Funding costs and if so, is the amount proposed appropriate? In connection with this issue, is it appropriate to establish a Pension Funding costs variance account ("PFCVA")?
11. Is it appropriate to have a Z factor for the Crossbores/Sewer Laterals and if so, is the proposed amount appropriate? In connection with this issue, is it

appropriate to establish a Crossbores/Sewer Laterals costs variance account ("CBSLCVA")?

DEFERRAL AND VARIANCE ACCOUNTS

12. Is it appropriate to establish for 2010 the previously agreed upon list of deferral and variance accounts from the Settlement Agreement in the EB-2007-0615 proceeding?
13. Is it appropriate to establish for 2010 the Open Bill Revenue variance account ("OBRVA") and the Ex-Franchise Third Party Billing Services deferral account ("EFTPBSDA")?
14. Is it appropriate to establish for 2010 the accounts relate to: (i) the International Financial Reporting Standards Transition Costs deferral account ("IFRSTCDA"), (ii) the Purchased Gas Variance Disposition Change Cost variance account ("PGVDCCVA") and (iii) the Mean Daily Volume Mechanism deferral account ("MDVMDA").

OTHER ISSUES

15. Is the adjustment to the incremental tax amounts "Y factor" appropriate (Ex. C-1-4)?
16. Review of the filed results of Enbridge's Service Quality Requirements Performance and Measurement reports (GDAR) for 2007 and 2008 and a discussion of what, if any, remedial action should be taken.
17. Does the calculation of the earnings sharing referred to in Section 10.1 of the IRM Settlement Agreement require the use of an ROE based on the Board's cost of capital policy in effect at the time the IRM Settlement Agreement was entered into, or the 2009 Cost of Capital Report, which is in effect at the time the earnings sharing calculation will be performed? (the "ROE Issue")

IMPLEMENTATION

18. How should the new rates be implemented?

APPENDIX “F”

Settlement Agreement

SETTLEMENT AGREEMENT

MARCH 2, 2010

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2	Is the forecast of degree days appropriate?	
3	Is the forecast of average use appropriate?	
4	Is the forecast of customer additions appropriate?	
5	Is the gas volume budget appropriate?	
6	Is the amount proposed for the Y factor Power Generation Projects appropriate?	
7	Is the amount proposed for the Y factor DSM Program appropriate?	
8	Is the amount proposed for the Y factor for Gas in Storage and related carrying costs appropriate?	
9	Is the amount proposed for the Y factor for CIS Customer Care appropriate?	
10	Is it appropriate to have a Z factor for the Pension Funding costs and if so, is the amount proposed appropriate? In connection with this issue, is it appropriate to establish a Pension Funding costs variance account ("PFCVA")?	
11	Is it appropriate to have a Z factor for the Crossbores/Sewer Laterals and if so, is the proposed amount appropriate? In connection with this issue, is it appropriate to establish a Crossbores/Sewer Laterals costs variance account ("CBSLCVA")?	

- 12 Is it appropriate to establish for 2010 the previously agreed upon list of deferral and variance accounts from the Settlement Agreement in the EB-2007-0615 proceeding?
- 13 Is it appropriate to establish for 2010 the Open Bill Revenue variance account ("OBRVA") and the Ex-Franchise Third Party Billing Services deferral account ("EFTPBSDA")?
- 14 Is it appropriate to establish for 2010 the accounts related to: (i) the International Financial Reporting Standards Transition Costs deferral account ("IFRSTCDA"), (ii) the Purchased Gas Variance Disposition Change Cost variance account ("PGVDCCVA") and (iii) the Mean Daily Volume Mechanism deferral account ("MDVMDA").
- 15 Is the adjustment to the incremental tax amounts "Y factor" appropriate (Ex. C-1- 4)?
- 16 Review of the filed results of Enbridge's Service Quality Requirements Performance and Measurement reports (GDAR) for 2007 and 2008 and a discussion of what, if any, remedial action should be taken.
- 17 Does the calculation of the earnings sharing referred to in Section 10.1 of the IRM Settlement Agreement require the use of an ROE based on the Board's cost of capital policy in effect at the time the IRM Settlement Agreement was entered into, or the 2009 Cost of Capital Report, which is in effect at the time the earnings sharing calculation will be performed? (the "ROE Issue").
- 18 How should the new rates be implemented?

PREAMBLE

This Settlement Agreement is filed with the Ontario Energy Board (the "OEB" or the "Board") in connection with the application of Enbridge Gas Distribution Inc. ("Enbridge" or the "Company"), for an order or orders approving or fixing rates for the sale, distribution, transmission, and storage of gas for 2010.

In Procedural Order No. 3, the Board established the process to address this Application. The Issues List for this proceeding was established in Procedural Order No. 4 and was updated in Procedural Order Nos. 5 and 6.

A Settlement Conference was held on February 22 and 23, 2010. Ken Rosenberg acted as facilitator for the Settlement Conference. This Settlement Agreement arises from the Settlement Conference and subsequent discussions.

Enbridge and the following intervenors, as well as Ontario Energy Board technical staff ("Board Staff"), participated in the Settlement Conference:

ASSOCIATION OF POWER PRODUCERS OF ONTARIO (APPrO)
BUILDING OWNERS AND MANAGERS ASSOCIATION OF THE
GREATER TORONTO AREA (BOMA)
CANADIAN MANUFACTURERS & EXPORTERS (CME)
CONSUMERS COUNCIL OF CANADA (CCC)
ENERGY PROBE RESEARCH FOUNDATION (Energy Probe)
INDUSTRIAL GAS USERS ASSOCIATION (IGUA)
ONTARIO ASSOCIATION OF PHYSICAL PLANT ADMINISTRATORS (OAPPA)
SCHOOL ENERGY COALITION (SEC)
VULNERABLE ENERGY CONSUMERS COALITION (VECC)

The Settlement Agreement deals with all of the issues listed at Appendix "A" to the Board's Procedural Order #6, dated February 18, 2010 (the "Issues List").

The description of each issue assumes that all parties participated in the negotiation of the issue, unless specifically noted otherwise. Board Staff takes no position on any issue and, as a result, is not a party to the Settlement Agreement.

It is acknowledged and agreed that none of the completely settled provisions of this Settlement Agreement is severable. If the Board does not, prior to the commencement of the hearing of the evidence in this proceeding, accept the provisions of the Settlement Agreement in their entirety, there is no Settlement Agreement (unless the parties agree that any portion of the Settlement Agreement that the Board does accept may continue as a valid Settlement Agreement).

Best efforts have been made to identify all of the evidence that relates to each settled issue. The supporting evidence for each settled issue is identified individually by reference to its exhibit number in an abbreviated format; for example, Exhibit B, Tab 3, Schedule 1 is referred to as B-3-1. Where appropriate, references to interrogatories include references to the pages of the transcript from the February 11, 2010 Technical Conference where questions were addressed by Enbridge. The identification and listing of the evidence that relates to each settled issue is provided to assist the Board.

The Settlement Agreement describes the agreements reached on the issues. The Settlement Agreement provides a direct link between each settled issue and the supporting evidence in the record to date. In this regard, the parties are of the view that the evidence provided is sufficient to support the Settlement Agreement in relation to the settled issues and, moreover, that the quality and detail of the supporting evidence, together with the corresponding rationale, will allow the Board to make findings agreeing with the proposed resolution of the settled issues. In the event that the Board does not accept the proposed settlement of any issue, further evidence may be required on the issue for the Board to consider it fully.

According to the Board's *Settlement Conference Guidelines* (p. 3), the parties must consider whether a settlement proposal should include an appropriate adjustment mechanism for any settled issue that may be affected by external factors. Enbridge and the other parties who participated in the Settlement Conference consider that no settled issue requires an adjustment mechanism other than those expressly set forth herein.

None of the parties can withdraw from the Settlement Agreement except in accordance with Rule 32 of the *Ontario Energy Board Rules of Practice and Procedure*. Finally, unless stated otherwise, a settlement of any particular issue in this proceeding is without prejudice to the positions parties might take with respect to the same issue in future proceedings during the term of Enbridge's current five year Incentive Regulation ("IR") plan, or thereafter.

OVERVIEW

In the EB-2007-0615 proceeding, the Board approved a settlement agreement that prescribes the rate setting approach to be used by Enbridge over the five year IR term from 2008 to 2012.¹ This approach involves the use of a Distribution Revenue Requirement per Customer Formula (the "Adjustment Formula") to adjust the amount to be recovered in rates for each year of the IR term.

The IR Settlement Agreement requires Enbridge to file prescribed information by October 1st each year, for the purpose of setting rates for the following year. This information is

¹ EB-2007-0615, Ex. N1-1-1.

used in the Adjustment Formula to determine the Distribution Revenue Requirement (the “DRR”) for the following year. As part of the filing, the Company also sets out the Total Revenue Requirement to be recovered and the allocation of the DRR to its rate classes, and a rate handbook and supporting documentation detailing how rates have been adjusted.

Enbridge filed its 2010 rate adjustment application on September 1, 2009 (as amended on September 14, 2009). Among other things, the updated evidence in support of the Application indicates that the proposed change to its distribution rates for 2010 is an increase of approximately 1.7% or less for all customer classes on a T-service basis (that is, excluding commodity costs).

The impact of this Settlement Agreement, if accepted, is that the average rate increases will be approximately 0.3% or less for all customer classes on a T-service basis. For residential customers, the average T-service increase will be approximately 0.2%, or about \$1 annually.

All intervenors listed above participated in the Settlement Conference and subsequent discussions. Enbridge and all intervenors except for SEC have agreed to the settlement of the issues as described on the following pages. SEC is not a party to this Settlement Agreement. Accordingly, any reference to “parties” in this Settlement Agreement is intended to refer to Enbridge and all intervenors listed on page 4, except for SEC.

Some parties take no position on some issues, as noted in the description of the issues.

If this Settlement Agreement is accepted by the Board, then all issues are completely settled, except as follows:

(a) The Settlement Agreement sets out one issue to be determined by the Board, in Issue 7. That issue relates to the interpretation of the Board’s prior decision in EB-2009-0154 (September 30, 2009). No evidence or argument is required for the Board’s determination of that issue.

(b) There is no agreement on the Board’s Issue 17 (the “ROE Issue”). That matter is currently being addressed following the process set out in Procedural Order No. 6.

THE ISSUES

1 Has Enbridge calculated its proposed distribution revenue requirement, including the assignment of that revenue requirement to the rate classes and the resulting rates, in accordance with the EB-2007-0615 incentive settlement agreement?

For the purposes of settling the issues in this proceeding, all parties agree that Enbridge has calculated its proposed distribution revenue requirement including the assignment of that revenue requirement to the rate classes and resulting rates in accordance with the EB-2007-0615 incentive settlement agreement.

Evidence: The evidence in relation to this issue includes the following:

B-1-1	Rate Adjustment Summary
B-1-2	2010 Revenue per Customer Cap Determination
B-1-3	Inflation Factor
B-1-4	Customer Additions
B-1-5	Gas Volume Budget
B-1-6	Budget Degree Days
B-1-7	Average Use and Economic Assumptions
B-2-1	Y Factor – Power Generation Projects
B-2-2	Y Factor – DSM Program
B-2-5	Y Factors - Other
B-3-1	Z Factor – Pension Funding Commitment
B-3-2	Z Factor – Crossbores/Sewer Laterals
B-4-1	2010 Proposed Rates
B-4-2	Rate Schedules
B-4-3	2009 Revenues by Rate Class
B-4-4	Proposed Volumes and Revenue Recovery by Rate Class
B-4-5	Proposed Billed and Unbilled Revenue
B-4-6	Summary of Proposed Rate Change by Rate Class
B-4-7	Calculation of Gas Supply Charges by Rate Class
B-4-8	Detailed Revenue Calculations
B-4-9	Annual Bill Comparison EB-2009-0172 vs EB-2009-0309
B-4-10	Assignment of Revenue Requirement
B-6-1	Summary of Gas Costs to Operations
B-6-2	Gas Cost Schedules
I-1-1	Board Staff Interrogatory #1
I-3-1 and 9	BOMA Interrogatories #1 and 9
I-6-3 and 5	SEC Interrogatories #3 and 5
I-7-2 and 11 to 14	VECC Interrogatories #2 and 11 to 14
TC Tr 5-16	Technical Conference, February 11, 2010, at pp. 5-16
TCU 1 and 2	Technical Conference Undertakings #1 and 2

2 Is the forecast of degree days appropriate?

For the purposes of settling the issues in this proceeding, except as noted below, all parties agree that the forecast of degree days is appropriate.

APPrO takes no position on the proposed settlement of this issue.

Evidence: The evidence in relation to this issue includes the following:

B-1-6	Budget Degree Days
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3 Is the forecast of average use appropriate?

For the purposes of settling the issues in this proceeding, except as noted below, all parties agree that the forecast of average use is appropriate.

APPrO takes no position on the proposed settlement of this issue.

Evidence: The evidence in relation to this issue includes the following:

B-1-7	Average Use and Economic Assumptions
I-7-6	VECC Interrogatory #6

4 Is the forecast of customer additions appropriate?

For the purposes of settling the issues in this proceeding, except as noted below, all parties agree that the forecast of customer additions is appropriate.

APPrO takes no position on the proposed settlement of this issue.

Evidence: The evidence in relation to this issue includes the following:

B-1-4	Customer Additions
I-3-2	BOMA Interrogatory #2
I-4-1 to 3	CCC Interrogatories #1 to 3
I-5-1	CME Interrogatory #1
I-7-3	VECC Interrogatory #3
TCU 2	Technical Conference Undertaking #2

5 Is the gas volume budget appropriate?

For the purposes of settling the issues in this proceeding, all parties agree that the gas volume budget is appropriate.

Evidence: The evidence in relation to this issue includes the following:

B-1-5	Gas Volume Budget
B-4-7	Calculation of Gas Supply Charges by Rate Class
B-6-1	Summary of Gas Costs to Operations
B-6-2	Gas Cost Schedules
I-1-2 to 3	Board Staff Interrogatories #2 and 3
I-3-3 to 4	BOMA Interrogatories #3 and 4
I-4-4	CCC Interrogatory #4
I-5-2	CME Interrogatory #2
I-7-4 to 5	VECC Interrogatories #4 and 5
TC Tr 5-13	Technical Conference, February 11, 2010, at pp. 5-13
TCU 1 and 2	Technical Conference Undertakings #1 and 2

6 Is the amount proposed for the Y factor Power Generation Projects appropriate?

For the purposes of settling the issues in this proceeding, all parties agree that the amount proposed for the Y factor Power Generation Projects is appropriate.

Evidence: The evidence in relation to this issue includes the following:

B-2-1	Y Factor – Power Generation Projects
B-2-5	Y Factors - Other
I-1-4	Board Staff Interrogatory #4
I-3-5 to 6	BOMA Interrogatories #5 and 6
I-5-3	CME Interrogatory #3
I-6-4	SEC Interrogatory #4
I-7-8	VECC Interrogatory #8

7 Is the amount proposed for the Y factor DSM Program appropriate?

With one exception, as set out below, and for the purposes of settling the issues in this proceeding all parties agree that the amount proposed for the Y factor DSM Program is appropriate.

In its EB-2009-0154 Decision and Order, released September 30, 2009, the Board stated the following:

“The Board approves the inclusion of the new industrial pilot program as proposed by Enbridge. The Board notes that it was not its expectation that the 2010 DSM Plan would include new projects. However, the Board finds

that, given the nature of the program, its general acceptance by the intervenor community, and the limitations (set out below) on the use of its outcomes will provide a positive addition to Enbridge's 2010 DSM Plan and the development of knowledge for gas DSM moving forward. The Board confirms that the funding for the program must come from outside of Enbridge's DSM budget, and the outcomes shall not be incorporated into the TRC and SSM calculations." (at p. 7)

The parties have different views as to what the Board intended to be the appropriate source of funding for the new industrial pilot project.

Enbridge's position is that the Board approved the pilot project "as proposed by Enbridge", and that its Application contemplated that funding for the industrial pilot program would be incremental to the \$23.8 million DSM budget for 2010, and that the incremental funding would be recovered in rates through an increase to the otherwise determined DSM Y-factor, allocated to the customer classes qualifying for the program.

Other parties take the position that the Board approved the pilot project but, in response to concerns of some parties noted in the Board's decision, directed that the costs of the program not be added to the \$23.8 million DSM budget for 2010, and thus not be passed through as an increase to the otherwise determined DSM Y-factor, but rather funded from within Enbridge's overall 2010 distribution revenue requirement as otherwise determined.

For the purposes of settling the issues in this proceeding, all parties ask that the Board provide confirmation as to its intention in the EB-2009-0154 Decision regarding the appropriate source of funding for Enbridge's new industrial pilot project.

In order to allow for rates to be implemented at the first possible opportunity, without having to await any Board Decision on this issue, the parties have agreed that Enbridge may include the \$1.25 million cost of the pilot project in the DSM Y factor. Enbridge agrees that, in the event that its position is not accepted, then Enbridge will credit \$1.25 million to the 2010 DSMVA (and this credit will not impact on any calculation of under or over spending in relation to the 2010 DSM budget).

All parties agree that this initial treatment of the pilot project costs should not be considered by the Board as a factor in its determination of the question raised by the parties.

Evidence: The evidence in relation to this issue includes the following:

B-2-2	Y Factor – DSM Program
I-1-5	Board Staff Interrogatory #5
I-3-7	BOMA Interrogatory #7
I-5-4	CME Interrogatory #4
I-7-7	VECC Interrogatory #7

8 Is the amount proposed for the Y factor for Gas in Storage and related carrying costs appropriate?

For the purposes of settling the issues in this proceeding, except as noted below, all parties agree that the amount proposed for the Y factor for Gas in Storage and related carrying costs is appropriate.

APPrO takes no position on the proposed settlement of this issue.

Evidence: The evidence in relation to this issue includes the following:

B-2-5 Y Factors - Other

9 Is the amount proposed for the Y factor for CIS Customer Care appropriate?

For the purposes of settling the issues in this proceeding, except as noted below, all parties agree that the amount proposed for the Y factor for CIS and Customer Care is appropriate.

APPrO takes no position on the proposed settlement of this issue.

Evidence: The evidence in relation to this issue includes the following:

B-2-5 Y Factors - Other
E-2-1 Customer Care and CIS Settlement Template
I-5-5 CME Interrogatory #5

10 Is it appropriate to have a Z factor for the Pension Funding costs and if so, is the amount proposed appropriate? In connection with this issue, is it appropriate to establish a Pension Funding costs variance account ("PFCVA")?

For the purposes of settling the issues in this proceeding, Enbridge has agreed to withdraw its request for the relief sought under this issue. All parties agree that this withdrawal is without prejudice to Enbridge's right to request the same or similar relief in respect of pension costs for 2011 or subsequent years.

Evidence: The evidence in relation to this issue includes the following:

B-3-1 Z Factor – Pension Funding Commitment
C-1-2 Pension Funding Costs Variance Account
I-1-6 to 12 Board Staff Interrogatories #6 to 12
I-2-1 APPrO Interrogatory #1
I-3-8 BOMA Interrogatory #8
I-4-5 to 8 CCC Interrogatories #5 to 8

I-5-6
I-7-9 and 19
TC Tr 18-21

CME Interrogatory #6
VECC Interrogatory #9 and 19
Technical Conference, February 11, 2010, at pp. 18-21

11 Is it appropriate to have a Z factor for the Crossbores/Sewer Laterals and if so, is the proposed amount appropriate? In connection with this issue, is it appropriate to establish a Crossbores/Sewer Laterals costs variance account ("CBSLCVA")?

For the purposes of settling the issues in this proceeding, Enbridge has agreed to withdraw its request for the relief sought under this issue. Except as noted below, all parties agree that this withdrawal is without prejudice to Enbridge's right to request the same or similar relief in respect of crossbores/sewer lateral costs for 2011 or subsequent years.

APPrO takes no position on the proposed settlement of this issue.

Evidence: The evidence in relation to this issue includes the following:

B-3-2	Z Factor – Crossbores/Sewer Laterals
C-1-3	Crossbores / Sewer Lateral Cost Variance Account
I-1-13	Board Staff Interrogatory #13
I-4-9	CCC Interrogatory #9
I-5-7	CME Interrogatory #7
I-7-10 and 19	VECC Interrogatories #10 and 19
TC Tr 25-26	Technical Conference, February 11, 2010, at pp. 25-26

12 Is it appropriate to establish for 2010 the previously agreed upon list of deferral and variance accounts from the Settlement Agreement in the EB-2007-0615 proceeding?

For the purposes of settling the issues in this proceeding, all parties agree that it is appropriate to establish for 2010 the previously agreed upon list of deferral and variance accounts from the Settlement Agreement in the EB-2007-0615 proceeding

Evidence: The evidence in relation to this issue includes the following:

B-7-1	Deferral & Variance Accounts – Actual Balances
C-1-1	Deferral & Variance Accounts
I-5-8	CME Interrogatory #8
I-6-6 to 8	SEC Interrogatories #6 to 8
I-7-15,17 and 18	VECC Interrogatories #15, 17 and 18
TC Tr 18-21	Technical Conference, February 11, 2010, at pp. 18-21

13 Is it appropriate to establish for 2010 the Open Bill Revenue variance account (“OBRVA”) and the Ex-Franchise Third Party Billing Services deferral account (“EFTPBSDA”)?

For the purposes of settling the issues in this proceeding, except as noted below, all parties agree that it is appropriate to establish for 2010 the Open Bill Revenue variance account (“OBRVA”) and the Ex-Franchise Third Party Billing Services deferral account (“EFTPBSDA”).

APPrO takes no position on the proposed settlement of this issue.

Evidence: The evidence in relation to this issue includes the following:

B-7-1	Deferral & Variance Accounts – Actual Balances
C-1-1	Deferral & Variance Accounts

14 Is it appropriate to establish for 2010 the accounts related to: (i) the International Financial Reporting Standards Transition Costs deferral account (“IFRSTCDA”), (ii) the Purchased Gas Variance Disposition Change Cost variance account (“PGVDCCVA”) and (iii) the Mean Daily Volume Mechanism deferral account (“MDVMDA”).

For the purposes of settling the issues in this proceeding, all parties agree that it is appropriate to establish for 2010 the accounts related to: (i) the International Financial Reporting Standards Transition Costs deferral account (“IFRSTCDA”), (ii) the Purchased Gas Variance Disposition Change Cost variance account (“PGVDCCVA”) and (iii) the Mean Daily Volume Mechanism deferral account (“MDVMDA”). The description of these accounts will be same as for the equivalent 2009 accounts that were approved by the Board.

Evidence: The evidence in relation to this issue includes the following:

B-7-1	Deferral & Variance Accounts – Actual Balances
C-1-1	Deferral & Variance Accounts
I-7-16	VECC Interrogatory #16

15 Is the adjustment to the incremental tax amounts “Y factor” appropriate (Ex. C-1- 4)?

For the purposes of settling the issues in this proceeding, all parties agree that the adjustment to the incremental tax amounts “Y factor” is appropriate.

Enbridge agrees to analyze and determine the impacts of the transition to a harmonized sales tax (HST) starting July 1, 2010 and to bring forward the results for review in 2011. All parties agree that the impact within 2010 of the transition to HST will be recorded in the 2010 TRRCVA, for future disposition along with Enbridge’s other 2010 deferral and variance accounts. As with all other tax-related matters included within the TRRCVA, the parties will seek to agree upon the 2010 impact of the transition to HST to be included in TRRCVA but, in the event that agreement cannot be reached, then the issue will be presented to and determined by the Board.

Evidence: The evidence in relation to this issue includes the following:

C-1-1	Deferral & Variance Accounts
C-1-4	Update of Sharing of Tax Change Savings Forecast Amounts
I-1-14	Board Staff Interrogatory #14
I-2-2	APPrO Interrogatory #2
I-3-10	BOMA Interrogatory #10
I-6-9	SEC Interrogatory #6
TC Tr 17-18	Technical Conference, February 11, 2010, at pp. 17-18

16 Review of the filed results of Enbridge’s Service Quality Requirements Performance and Measurement reports (GDAR) for 2007 and 2008 and a discussion of what, if any, remedial action should be taken.

Parties have reviewed Enbridge’s filed Service Quality Requirements Performance and Measurement reports (GDAR) for 2007 and 2008. Enbridge agrees that during each remaining year of the incentive regulation term, as part of its annual rate adjustment application, it will file Service Quality Requirements Performance and Measurement reports (which include a discussion of any variances from past results) for the most recent reporting period. For the purposes of settling the issues in this proceeding, except as noted below, all parties agree that no other “remedial action” is necessary at this time.

APPrO takes no position on the proposed settlement of this issue.

Evidence: The evidence in relation to this issue includes the following:

C-1-5	Service Quality Requirements
I-1-15	Board Staff Interrogatory #15
I-7-20	VECC Interrogatory #20
TC Tr 26-35	Technical Conference, at pp. 26-35

- 17 Does the calculation of the earnings sharing referred to in Section 10.1 of the IRM Settlement Agreement require the use of an ROE based on the Board's cost of capital policy in effect at the time the IRM Settlement Agreement was entered into, or the 2009 Cost of Capital Report, which is in effect at the time the earnings sharing calculation will be performed? (the "ROE Issue")**

There is no agreement to settle this issue.

Evidence: The evidence in relation to this issue includes the following:

E-3-1	Return on Equity
I-4-10	CCC Interrogatory #10
I-6-2	SEC Interrogatory #2
I-7-20	VECC Interrogatory #21

- 18 How should the new rates be implemented?**

For the purposes of settling the issues in this proceeding, all parties agree that Enbridge will implement the new 2010 rates arising from this Settlement Agreement at its earliest opportunity, and ideally at the same time as the April 1, 2010 QRAM rate adjustment is implemented. This would be effected through a Revenue Adjustment Rider (Rider E) that would capture the difference in revenue between interim and final rates for the period between January 1, 2010 and April 1, 2010 or July 1, 2010 (depending on when final 2010 rates are implemented). The Company would clear Rider E on a one month prospective basis over the month of April or July 2010. All parties agree that Enbridge is entitled to recover the full year impact of the rate changes arising from this Settlement Agreement, regardless of the timing of the implementation of the new rates.

Evidence: The evidence in relation to this issue includes the following:

I-6-1	SEC Interrogatory #1
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2010 REVENUE PER CUSTOMER CAP, DISTRIBUTION AND
TOTAL REVENUE DETERMINATION

Row	Col. 1 Updated ExB.T1.S2 2010	Col. 2 Settlement Agreement Adjustments	Col. 3 2010 Ex. N1 App. A
1. 2009 Total Approved Revenue	3,363.8		3,363.8
2. Gas Costs to operations (at Oct. 1, 2008 ref. price)	2,389.7		2,389.7
3. 2009 Approved Distribution Revenue	974.1		974.1
4. 2009 Gas in storage related carrying costs (at Oct. 1, 2008 ref. price)	(50.4)		(50.4)
5. DSM 2009 amount	(24.3)		(24.3)
6. CIS / Cust. Care 2009 amount	(94.1)		(94.1)
7. Power generation projects 2009 amount	(3.2)		(3.2)
8. Distribution Revenue Sub-total	802.1		802.1
9. Ratepayer 50% share of 2010 incremental tax amounts (Ex.C,T1,S4)	(6.6)		(6.6)
10. Distribution Revenue base (subject to the escalation formula, \$millions)	795.5		795.5
11. Average Number of Customers (Beginning)	1,906,437		1,906,437
12. Distribution Revenue per Customer 2010 (Beginning)	\$ 417.27		\$ 417.27
13. GDP IPI FDD	2.73%		2.73%
14. Inflation Coefficient (allowed % of GDP IPI FDD)	55.00%		55.00%
15. Escalation Factor, 100 plus (GDP IPI FDD multiplied by the inflation coeff.)	101.50%		101.50%
16. Distribution Revenue per Customer 2010 (Ending)	\$ 423.53		\$ 423.53
17. Average Number of Customers (Ending)	1,931,528		1,931,528
18. Distribution Revenue (resulting from the escalation formula, \$millions)	818.06		818.06
Y-Factors			
19. 2010 Gas in storage related carrying costs (at Oct. 1, 2009 ref. price)	36.70		36.70
20. 2010 DSM Y-factor amount	26.70		26.70
21. CIS / Customer Care 2010 approved amount	95.70		95.70
22. Power generation projects 2010 amount	3.60		3.60
23. Green energy initiatives amount	-		-
24. Total 2010 Y-Factors	162.70		162.70
Z-Factors			
25. 2010 Pension funding requirement	18.90	(18.90)	- ¹
26. 2010 Sewer Lateral / Cross Bore program requirement	3.60	(3.60)	- ²
27. Total 2010 Z-Factors	22.50	(22.50)	-
28. Total 2010 Distribution Revenues	1,003.26	(22.50)	980.76
29. 2010 Gas Costs to operations (at Oct. 1, 2009 ref. price)	1,453.50		1,453.50
30. 2010 Total Revenue	2,456.76	(22.50)	2,434.26

Notes:

- Adjustment as per the terms of the settlement of Issue 10 in the Settlement Agreement.
- Adjustment as per the terms of the settlement of Issue 11 in the Settlement Agreement.