

June 7, 2010

Ontario Energy Board
2300 Yonge Street
Suite 2700
Toronto, Ontario
M4P 1E4

Attention: Ms. Kirsten Walli, Board Secretary

RE: EB-2010-0201 – Union Gas Limited – July 1, 2010 QRAM Application

Dear Ms. Walli,

Enclosed is an application and evidence from Union Gas Limited ("Union") seeking changes to Union's gas supply and transportation rates to reflect changes to the forecasted costs of purchasing and transporting natural gas.

The application is made pursuant to section 36(1) of the Ontario Energy Board Act, 1998, and pursuant to the Quarterly Rate Adjustment Mechanism ("QRAM") established by the Board for Union to deal with changes in gas costs.

The application is submitted in accordance with the Board's EB-2008-0106 decision and includes a schedule for the review and comment of intervenors and Board staff, Union's response to any comments and the Board's Decision and Order.

The proposed Alberta Border Reference Price on the current 21-day strip price is \$4.363/GJ. This is a decrease of \$0.946/GJ from the amount currently approved in rates. Union is also proposing to prospectively refund projected 12-month net gas cost deferral account credits of \$9.956 million. The result is a net annual decrease for sales service customers in the Southern Operations area of \$32.33 and a net annual decrease for sales service customers in the Northern & Eastern Operations area ranging from \$21.21 to \$23.18. Bundled direct purchase customers will see a net annual decrease of \$1.70 in the Southern Operations area and a net annual decrease ranging from \$3.04 to \$3.07 in the Northern & Eastern Operations area.

Union has enclosed an application to the Board for Orders effective July 1, 2010 to change the rates that were authorized by the Board's EB-2010-0040 Rate Order to reflect the gas supply commodity, gas supply transportation and delivery rates proposed herein and to change the reference prices for use in determining amounts to be recorded in certain gas supply related deferral accounts.

This application is supported by the following evidence:

Tab 1 - Evidence of Ms. Libby Passmore

Tab 2 - Evidence of Mr. Greg Tetreault and Mr. Harold Pankrac

Union requests the Board's decision on this application by Friday, June 18, 2010. This is consistent with the current approved QRAM process timeline.

This application is being served on all intervenors in the EB-2009-0275 and EB-2008-0106 proceedings. This complete evidence package including the working papers is also available electronically in searchable PDF format through the following link on Union's website: <http://uniongas.com/qramapplication/>.

If you have any questions on this matter, please contact me at (519) 436-5476.

Yours truly,

[Original Signed by]

Chris Ripley
Manager, Regulatory Applications

cc: EB-2009-0275/EB-2008-0106 Intervenors
Crawford Smith (Torys)

ONTARIO ENERGY BOARD

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

AND IN THE MATTER OF an Application by Union Gas Limited, pursuant to section 36(1) of the *Ontario Energy Board Act, 1998*, for an order or orders approving or fixing just and reasonable rates and other charges for the sale, distribution, transmission and storage of gas as of April 1, 2010;

AND IN THE MATTER OF the Quarterly Rate Adjustment Mechanism approved by the Ontario Energy Board in EB-2008-0106.

APPLICATION

1. Union Gas Limited (“Union”) was an applicant in a proceeding before the Board to fix just and reasonable rates and other charges for the sale, distribution and storage of natural gas effective January 1, 2010 under Board File No. EB-2009-0275. The rates were approved and implemented through the Board’s EB-2009-0275 Rate Order dated November 25, 2009.
2. Pursuant to Section 36(1) of the Ontario Energy Board Act, 1998 (the Act), and the Quarterly Rate Adjustment Mechanism approved by the Board, Union hereby applies to the Board for further Orders effective July 1, 2010 as follows:

(a) an Order establishing the reference prices specified in the table below:

	Current (Approved in EB-2010-0040)	Proposed (Effective July 1, 2010)
Alberta Border Reference Price ¹	5.309 \$/GJ	4.363 \$/GJ
	20.0309 cents/m ³	16.4616 cents/m ³
Ontario Landed Reference Price ²	7.094 \$/GJ	6.121 \$/GJ
	26.7657 cents/m ³	23.0945 cents/m ³
South Portfolio Cost Differential ("SPCD") ³	0.481 \$/GJ	0.373 \$/GJ
	1.8148 cents/m ³	1.4073 cents/m ³

Notes:

¹ The Alberta Border Reference Price represents the North Purchase Gas Variance Account ("NPGVA") (Deferral Account No. 179-105) reference price, the TCPL Tolls and Fuel – Northern and Eastern Operations Area deferral account (Deferral Account No. 179-100) reference price with respect to fuel gas and the Spot Gas Variance Account (Deferral Account No. 179-107) reference price for incremental gas purchased in the Northern and Eastern Operations Area.

² The Ontario Landed Reference Price represents the South Purchase Gas Variance Account ("SPGVA") (Deferral Account No. 179-106) reference price and the Spot Gas Variance Account (Deferral Account No. 179-107) reference price for incremental gas purchased in the Southern Operations Area.

³ The SPCD is used as the benchmark to reduce the debits/credits that would otherwise accumulate in the SPGVA if there was no adjustment to the South Transportation Rate.

(b) an Order to reflect the inventory revaluation charge resulting from changes in gas costs as of July 1, 2010;

(c) an Order reflecting the prospective disposition of the projected balance for the twelve month period ending June 30, 2011 recorded in the gas-supply deferral accounts; and

(d) an Order reflecting adjustments to delivery rates to account for cost of gas changes in the carrying costs of gas in inventory, compressor fuel and UFG.

(e) such further Order or Orders as Union may request and the Board may deem appropriate or necessary.

3. This application is supported by written evidence that has been pre-filed with the Board and provided by Union to all intervenors of record in EB-2009-0275 and EB-2008-0106.

4. Pursuant to the criteria established in the Board's EB-2008-0106 Decision, below is the Board's direction with respect to the timeline for processing the application:

- Parties to this proceeding wishing to make comments on the application may do so by filing such submissions with the Board Secretary (two hard copies plus an electronic copy by e-mail) and Union no later than 4:45 p.m. Friday, June 11, 2010.
- Union shall reply to any comments received by filing such replies with the Board Secretary (two hard copies plus an electronic copy by e-mail) and serving a copy on all parties who make submissions no later than 4:45 p.m., Monday, June 14, 2010
- The Board issues its Decision and Order by Friday, June 18, 2010 for implementation effective July 1, 2010.

5. The intervenors eligible for a cost award may submit their cost claims with supporting rationale as to how their participation contributed to the Board's ability to decide on this matter.

All cost claims for QRAM applications are subject to the following procedure:

- Cost claims must be filed with the Board and Union no later than ten days from the date of the Board's Decision and Order.
- Union must forward any concerns with the cost claims to the Board and the claimant within seven days of receiving the claims.

- Any response to Union's comments must be filed with the Board and Union within seven days of receiving the comments.

6. The address of service for Union is:

Union Gas Limited
P.O. Box 2001
50 Keil Drive North
Chatham, Ontario
N7M 5M1

Attention: Chris Ripley
Manager, Regulatory Applications
Telephone: (519) 436-5476
Fax: (519) 436-4641

- and -

Torys
Suite 3000, Maritime Life Tower
P.O. Box 270
Toronto Dominion Centre
Toronto, Ontario
M5K 1N2

Attention: Crawford Smith
Telephone: (416) 865-8209
Fax: (416) 865-7380

DATED June 7, 2010.

UNION GAS LIMITED
[Original Signed by]

Chris Ripley
Manager, Regulatory Applications

1 **PREFILED EVIDENCE OF**

2 **LIBBY PASSMORE, MANAGER, GAS SUPPLY**

3 **INTRODUCTION**

4 The purpose of this evidence is to set deferral account reference prices to reflect Union's gas cost
5 forecast for the 12-month period commencing July 1, 2010 pursuant to the Quarterly Rate
6 Adjustment Mechanism ("QRAM") as approved by the Board.

7 **1. CURRENT GAS MARKET OUTLOOK**

8 The NYMEX strip has decreased by \$0.760 (US\$/mmbtu) or approximately 13% since the
9 Board approved April 1, 2010 QRAM filing (EB-2010-0040). The Empress basis has changed
10 from negative \$0.414 (US\$/mmbtu) to negative \$0.572 (US\$/mmbtu) while foreign exchange
11 has weakened (Canadian dollar strengthening) from \$1.055 to \$1.045 over the same period.
12 These factors result in a net decrease of \$0.946 (CAD\$/GJ) to the Alberta Border Reference
13 Price.

14 **2. PRICING**

15 **2.1 Alberta Border Reference Price**

16 The approved method for calculating the Alberta Border Reference Price uses the 21-day
17 average of the twelve month NYMEX strip. The NYMEX strip used in this application is for
18 July 2010 to June 2011. The one-year NYMEX strip is converted to an Alberta Border
19 Reference Price by taking into account the Empress-NYMEX basis and the foreign exchange

1 rate for the July 2010 to June 2011 period. (See Tab 1, Schedule 1 for the details of this
2 calculation.)

3 Based on the approved method, the Alberta Border Reference Price for the period July 1, 2010 to
4 June 30, 2011 is \$4.363/GJ. This represents a decrease of \$0.946/GJ from the Alberta Border
5 Reference Price of \$5.309/GJ last approved by the Board in EB-2010-0040.

6
7 The Alberta Border Reference Price will be the reference price for the North Purchased Gas
8 Variance Account (“NPGVA”) (Deferral Account No. 179-105), and in the TCPL Tolls and Fuel
9 – Northern and Eastern Operations Area deferral account (Deferral Account No. 179-100) with
10 respect to fuel gas. It will also be the reference price for the Spot Gas Variance Account
11 (Deferral Account No. 179-107) for incremental purchases made at Empress.

12 2.2 Ontario Landed Reference Price

13 The Ontario Landed Reference Price is \$6.121/GJ and is calculated by adding the TCPL EDA
14 toll and fuel to the Alberta Border Reference Price as shown on Tab 1, Schedule 1. This
15 represents a decrease of \$0.973/GJ from the Ontario Landed Reference Price of \$7.094/GJ last
16 approved by the Board in EB-2010-0040. This change includes the decrease in the Alberta
17 Border Reference Price of \$0.946/GJ plus the associated changes in TCPL compressor fuel costs.

18
19 The Ontario Landed Reference Price will be the reference price for the South Purchased Gas
20 Variance Account (“SPGVA”) (Deferral Account No. 179-106), and the Spot Gas Variance
21 Account (Deferral Account No. 179-107), for incremental purchases made at Dawn.

1 2.3 South Portfolio Cost Differential

2 The South Portfolio Cost Differential (“SPCD”) is determined by comparing the projected cost
3 of serving South sales service customers, based on Union’s South Portfolio, to the cost of
4 serving South sales service customers based on the Ontario Landed Reference Price. This
5 difference is divided by forecast South sales service demand to derive the SPCD. For the 12-
6 month period beginning July 1, 2010 the SPCD is projected to be \$0.373/GJ as shown on Tab 1,
7 Schedule 2. The SPCD results in a South Transportation Sales Rate of \$1.265/GJ calculated by
8 subtracting the SPCD of \$0.373/GJ from the EDA TCPL toll of \$1.638/GJ. This calculation
9 ensures that South sales service transportation rates are appropriately set at a level equal to the
10 projected average cost over the 12-month forecast period.

11 **3. DEFERRAL ACCOUNTS**

12 3.1 Impact on Gas Supply Deferral Account Balances

13 The current forecast of gas cost related deferral account balances at June 30, 2010 is shown on
14 Tab 1, Schedule 3. The opening deferral account balances are the projected deferral account
15 balances at July 1, 2010 plus the projected inventory revaluation adjustment at July 1, 2010.

16
17 The deferral account forecast is based on the actual and forecast gas costs for the period July 1,
18 2010 to June 30, 2011 and on the proposed Alberta Border Reference Price and the Ontario
19 Landed Reference Price effective July 1, 2010.

- 1 3.2 Prospective Recovery of Deferral Account Balances
- 2 July 1, 2010 deferral account balances relating to the North PGVA, North Tolls and Fuel, South
- 3 PGVA, Inventory Revaluation, and Spot Gas accounts are identified in Tab 1, Table 1.

Table 1
Summary of Deferral Account Balances
Effective July 1, 2010

Line No.	Particulars (\$000's)	Total Deferral
1	North PGVA	\$ (90,035) (1)
2	North Tolls and Fuel :	
3	Northern Tolls \$ (2,137)	
4	Northern Fuel Costs \$ (2,094)	
5	Total North Tolls and Fuel	\$ (4,231) (2)
6	South PGVA	\$ (248,138) (3)
7	Inventory Revaluation	\$ 22,096 (4)
8	Spot Gas Account/Load Balancing :	
9	Spot Gas \$ (6,124)	
10	Load Balancing \$ 7	
11	Total Spot Gas Account/Load Balancing	\$ (6,117) (5)
12	Total	<u><u>\$ (326,425)</u></u>

Notes:

- (1) North PGVA Account (Deferral No. 179-105) as identified in Tab 1, Schedule 3, Page 2, Line 14.
- (2) North Tolls and Fuel Account (Deferral No. 179-100) as identified in Tab 1, Schedule 3, Page 3, Line 14.
- (3) South PGVA Account (Deferral No. 179-106) as identified in Tab 1, Schedule 3, Page 4, Line 14.
- (4) Inventory Revaluation Account (Deferral No. 179-109) as identified in Tab 1, Schedule 3, Page 5, Line 15.
- (5) Spot Gas Variance Account (Deferral No. 179-107) as identified in Tab 1, Schedule 3, Page 6, Line 14.

1 3.3 UDC Account

2 The Joint Unabsorbed Demand Costs Account balances are not prospectively recovered in
3 accordance with the current Board-approved QRAM process. Union will dispose of any
4 deferral account balances through the annual deferral account disposition process.

UNION GAS LIMITED
Calculation of Alberta Border and Ontario Landed Reference Prices
For the 12 month period ending June 30, 2011

Line No.	Particulars		Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Total or Average
1	Days		31	31	30	31	30	31	31	28	31	30	31	30	365
2	NYMEX 21 Day Average (US\$/mmbtu)	(1)	4.237	4.317	4.379	4.489	4.881	5.287	5.503	5.470	5.373	5.197	5.221	5.272	4.969
3	Empress Basis (US\$/mmbtu)		(0.583)	(0.595)	(0.566)	(0.566)	(0.575)	(0.575)	(0.575)	(0.575)	(0.575)	(0.559)	(0.559)	(0.559)	(0.572)
4	Foreign Exchange		1.041	1.041	1.042	1.043	1.043	1.044	1.045	1.046	1.047	1.047	1.048	1.049	1.045
5	Alberta Border (Cdn\$/GJ)	(2)	3.606	3.674	3.765	3.877	4.258	4.662	4.880	4.851	4.759	4.604	4.632	4.687	4.355
<u>North Supply Cost Calculation</u>															
6	Total Volume (PJ's)		3.22	2.65	3.25	3.37	3.20	3.32	3.31	2.96	3.33	3.19	3.32	3.19	38.31
7	Cost at Market Price (\$000's)		\$ 11,607	\$ 9,737	\$ 12,242	\$ 13,067	\$ 13,629	\$ 15,489	\$ 16,154	\$ 14,363	\$ 15,861	\$ 14,691	\$ 15,354	\$ 14,953	\$ 167,147
8	Weighted Average Price (Cdn\$/GJ)													\$	4.363
9														Alberta Border Reference Price (Cdn\$/GJ)	\$ 4.363
10														Add : Fuel (Cdn\$/GJ)	\$ 0.120
11														Add : Tolls (Cdn\$/GJ)	\$ 1.638
12														Ontario Landed Reference Price (Cdn\$/GJ)	<u>\$ 6.121</u>

Notes:

(1) 21 Day Strip dates used - May 3, 2010 to June 1, 2010.

(2) Alberta Border Price = ((NYMEX 21-day Average + Empress Basis) * (Foreign Exchange Rate))/MMBtu to GJ Conversion Rate.

MMBtu to GJ Conversion Rate: 1.055056 GJ /MMBtu.

UNION GAS LIMITED
Calculation of South Portfolio Cost Differential & South Transportation Rate
For the 12 month period ending June 30, 2011

Line

No. Particulars

1	South Purchased Gas Variance Account (SPGVA) (\$000's)	\$	35,138	(1)
2	South Consumption Volumes (PJ's)		<u>94.2</u>	(2)
3	South Price Cost Differential (Line 1/Line 2)	\$	0.373 /GJ	
4	TCPL Transportation EDA Toll	\$	1.638 /GJ	
5	South Price Cost Differential (Line 3)	\$	0.373 /GJ	
6	South Transportation Rate (Line 4 - Line 5)	\$	<u><u>1.265</u></u> /GJ	

Notes:

- (1) Tab 1, Schedule 3, page 4, Column (g), Line 27.
(2) Demand forecast for South sales service customers for the period July 2010 to June 2011.

UNION GAS LIMITED
Summary of Gas Supply Deferral Accounts

Line No.	Particulars					Joint Accounts		Joint Accounts		Total (\$000's)
		North PGVA (179-105) (\$000's) (1)	North Tolls (179-100) (\$000's) (2)	North Fuel (179-100) (\$000's) (2)	South PGVA (179-106) (\$000's) (3)	Inventory Revaluation (179-109) (\$000's) (4)	Load Balancing (179-107) (\$000's) (5)	Spot Gas Purchases (179-107) (\$000's) (5)	Unabsorbed Demand Costs (179-108) (\$000's) (6)	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)=sum of (a) to (h)
1	Cumulative to end of June, 2009	\$ (48,506)	\$ (267)	\$ (1,528)	\$ (136,500)	\$ 64,033	\$ (3)	\$ (6,106)	\$ -	\$ (128,877)
2	July, 2009 *	\$ (4,669)	\$ (162)	\$ (57)	\$ (12,930)	\$ 11,167	\$ 1	\$ (3)	\$ -	\$ (6,653)
3	August *	\$ (4,816)	\$ (777)	\$ (84)	\$ (10,907)	\$ 10	\$ 1	\$ (3)	\$ -	\$ (16,576)
4	September *	\$ (6,885)	\$ (33)	\$ (420)	\$ (17,793)	\$ 8	\$ 1	\$ (3)	\$ -	\$ (25,124)
5	October, 2009 *	\$ (4,557)	\$ (562)	\$ (174)	\$ (11,205)	\$ 5,521	\$ 1	\$ (3)	\$ -	\$ (10,978)
6	November *	\$ (422)	\$ (373)	\$ (380)	\$ (5,494)	\$ 9	\$ 1	\$ (2)	\$ -	\$ (6,662)
7	December *	\$ (5,222)	\$ (284)	\$ 224	\$ (20,003)	\$ 8	\$ 1	\$ (2)	\$ -	\$ (25,277)
8	January, 2010 *	\$ 610	\$ (301)	\$ 276	\$ 2,228	\$ (13,556)	\$ 1	\$ (2)	\$ -	\$ (10,744)
9	February *	\$ 1,115	\$ (492)	\$ 320	\$ (20)	\$ (2)	\$ 1	\$ (1)	\$ -	\$ 921
10	March *	\$ (694)	\$ 25	\$ 135	\$ (5,553)	\$ (2)	\$ 1	\$ (1)	\$ -	\$ (6,088)
11	April, 2010	\$ (5,702)	\$ 361	\$ (138)	\$ (13,254)	\$ (3,463)	\$ 1	\$ 0	\$ -	\$ (22,195)
12	May	\$ (5,530)	\$ 363	\$ (149)	\$ (9,585)	\$ (14)	\$ 1	\$ 0	\$ -	\$ (14,915)
13	June	\$ (4,758)	\$ 363	\$ (120)	\$ (7,123)	\$ (14)	\$ 1	\$ 0	\$ -	\$ (11,651)
14	Total (Lines 1 to 13) <u>Current QRAM Period</u>	\$ (90,035)	\$ (2,137)	\$ (2,094)	\$ (248,138)	\$ 63,704	\$ 7	\$ (6,124)	\$ -	\$ (284,819)
15	July, 2010	\$ (2,436)	\$ 367	\$ (70)	\$ (4,104)	\$ 22,096	\$ -	\$ -	\$ -	\$ 15,852
16	August	\$ (1,825)	\$ 367	\$ (57)	\$ (3,040)	\$ -	\$ -	\$ -	\$ -	\$ (4,554)
17	September	\$ (1,942)	\$ 366	\$ (55)	\$ (4,216)	\$ -	\$ -	\$ -	\$ -	\$ (5,847)
18	October, 2010	\$ (1,638)	\$ 364	\$ (37)	\$ (4,093)	\$ -	\$ -	\$ -	\$ -	\$ (5,404)
19	November	\$ (334)	\$ 343	\$ (15)	\$ (1,314)	\$ -	\$ -	\$ -	\$ -	\$ (1,320)
20	December	\$ 995	\$ 344	\$ 21	\$ 1,990	\$ -	\$ -	\$ -	\$ -	\$ 3,350
21	January, 2011	\$ 1,712	\$ 368	\$ 31	\$ 3,718	\$ -	\$ -	\$ -	\$ -	\$ 5,828
22	February	\$ 1,447	\$ 367	\$ 26	\$ 3,973	\$ -	\$ -	\$ -	\$ -	\$ 5,814
23	March	\$ 1,321	\$ 365	\$ 27	\$ 2,516	\$ -	\$ -	\$ -	\$ -	\$ 4,230
24	April, 2011	\$ 772	\$ 365	\$ 12	\$ 1,297	\$ -	\$ -	\$ -	\$ -	\$ 2,446
25	May	\$ 892	\$ 366	\$ 14	\$ 1,201	\$ -	\$ -	\$ -	\$ -	\$ 2,474
26	June	\$ 1,036	\$ 367	\$ 17	\$ 2,071	\$ -	\$ -	\$ -	\$ -	\$ 3,491
27	Total (Lines 15 to 26)	\$ (0)	\$ 4,348	\$ (85)	\$ -	\$ 22,096	\$ -	\$ -	\$ -	\$ 26,359

* Reflects actual information.

Notes:

- (1) See page 2.
- (2) See page 3.
- (3) See page 4.
- (4) See page 5.
- (5) See page 6.
- (6) Union is not proposing to recover the deferral balance for the Unabsorbed Demand Charge (Account No. 179-108) deferral account in the current QRAM.

UNION GAS LIMITED
Deferral Account for
North Purchased Gas Variance Account
(Deferral Account 179-105)

Line No.	Particulars	Purchase Cost (\$000's) (a)	Volume (GJ) (b)	Weighted Avg. Price (\$/GJ) (c) = (a)/(b)	Reference Price (\$/GJ) (1) (d)	Unit Rate Difference (\$/GJ) (e) = (c) - (d)	Deferral Amount Before Interest (\$000's) (f) = (b) x (e)	Interest (\$000's) (2) (g)	Total Deferral Amount (\$000's) (h) = (f) + (g)
1	Cumulative to end of June, 2009						\$ (48,459)	\$ (47)	\$ (48,506)
2	July, 2009 *	\$ 7,465	2,345,152	\$ 3.183	\$ 5.164	\$ (1.981)	\$ (4,647)	\$ (22)	\$ (4,669)
3	August *	\$ 5,487	1,990,484	\$ 2.757	\$ 5.164	\$ (2.408)	\$ (4,792)	\$ (24)	\$ (4,816)
4	September *	\$ 5,972	2,484,944	\$ 2.403	\$ 5.164	\$ (2.761)	\$ (6,861)	\$ (24)	\$ (6,885)
5	October, 2009 *	\$ 8,390	2,582,309	\$ 3.249	\$ 5.003	\$ (1.754)	\$ (4,529)	\$ (28)	\$ (4,557)
6	November *	\$ 13,510	2,779,668	\$ 4.860	\$ 5.003	\$ (0.142)	\$ (396)	\$ (26)	\$ (422)
7	December *	\$ 21,940	5,424,491 (3)	\$ 4.045	\$ 5.003	\$ (0.958)	\$ (5,198)	\$ (24)	\$ (5,222)
8	January, 2010 *	\$ 17,256	3,312,971	\$ 5.209	\$ 5.018	\$ 0.190	\$ 631	\$ (20)	\$ 610
9	February *	\$ 16,347	3,032,624	\$ 5.390	\$ 5.018	\$ 0.372	\$ 1,128	\$ (13)	\$ 1,115
10	March *	\$ 17,036	3,531,567	\$ 4.824	\$ 5.018	\$ (0.194)	\$ (687)	\$ (7)	\$ (694)
11	April, 2010	\$ 11,928	3,321,780	\$ 3.591	\$ 5.309	\$ (1.718)	\$ (5,706)	\$ 4	\$ (5,702)
12	May	\$ 10,852	3,086,416	\$ 3.516	\$ 5.309	\$ (1.793)	\$ (5,533)	\$ 3	\$ (5,530)
13	June	\$ 10,185	2,815,062	\$ 3.618	\$ 5.309	\$ (1.691)	\$ (4,759)	\$ 1	\$ (4,758)
14	Total (Lines 1 to 13)	\$ 146,369	36,707,467				\$ (89,807)	\$ (229)	\$ (90,035)
	<u>Current QRAM Period</u>								
15	July, 2010	\$ 11,607	3,219,077	\$ 3.606	\$ 4.363	\$ (0.757)	\$ (2,436)	\$ -	\$ (2,436)
16	August	\$ 9,737	2,650,186	\$ 3.674	\$ 4.363	\$ (0.689)	\$ (1,825)	\$ -	\$ (1,825)
17	September	\$ 12,242	3,251,311	\$ 3.765	\$ 4.363	\$ (0.597)	\$ (1,942)	\$ -	\$ (1,942)
18	October, 2010	\$ 13,067	3,370,674	\$ 3.877	\$ 4.363	\$ (0.486)	\$ (1,638)	\$ -	\$ (1,638)
19	November	\$ 13,629	3,200,805	\$ 4.258	\$ 4.363	\$ (0.104)	\$ (334)	\$ -	\$ (334)
20	December	\$ 15,489	3,322,394	\$ 4.662	\$ 4.363	\$ 0.300	\$ 995	\$ -	\$ 995
21	January, 2011	\$ 16,154	3,310,568	\$ 4.880	\$ 4.363	\$ 0.517	\$ 1,712	\$ -	\$ 1,712
22	February	\$ 14,363	2,960,579	\$ 4.851	\$ 4.363	\$ 0.489	\$ 1,447	\$ -	\$ 1,447
23	March	\$ 15,861	3,332,781	\$ 4.759	\$ 4.363	\$ 0.397	\$ 1,321	\$ -	\$ 1,321
24	April, 2011	\$ 14,691	3,190,550	\$ 4.604	\$ 4.363	\$ 0.242	\$ 772	\$ -	\$ 772
25	May	\$ 15,354	3,315,004	\$ 4.632	\$ 4.363	\$ 0.269	\$ 892	\$ -	\$ 892
26	June	\$ 14,953	3,190,111	\$ 4.687	\$ 4.363	\$ 0.325	\$ 1,036	\$ -	\$ 1,036
27	Total (Lines 15 to 26)	\$ 167,147	38,314,040				\$ (0)	\$ -	\$ (0)

* Reflects actual information.

Notes:

- (1) The reference price from July 2009 to September 2009 is as approved in EB-2009-0147.
The reference price from October 2009 to December 2009 is as approved in EB-2009-0313.
The reference price from January 2010 to March 2010 is as approved in EB-2009-0410.
The reference price from April 2010 to June 2010 is as approved in EB-2010-0040.
The reference price from July 2010 to June 2011 is as proposed in EB-2010-0201.
- (2) Interest is computed on the deferral amount balance net of the actual prospective recovery amount for the quarter prior to the current QRAM period.
- (3) December 2009 NPGVA purchases include a transfer of excess DP Balancing Gas to the System portfolio of 1.97 PJ's.

UNION GAS LIMITED
Deferral Account for
North TCPL Tolls and Fuel - Northern and Eastern Operations Area
(Deferral Account 179-100)

Line No.	Particulars	North TCPL Tolls			North TCPL Fuel			Total Deferral Amount With Interest (\$000's) (g) = (c) + (f)
		Deferral Amount Before Interest (\$000's) (a)	Interest (\$000's) (1) (b)	Deferral Amount With Interest (\$000's) (c) = (a) + (b)	Deferral Amount Before Interest (\$000's) (d)	Interest (\$000's) (1) (e)	Deferral Amount With Interest (\$000's) (f) = (d) + (e)	
1	Cumulative to end of June, 2009	\$ (340)	\$ 74	\$ (267)	\$ (1,600)	\$ 72	\$ (1,528)	\$ (1,794)
2	July, 2009 *	\$ (158)	\$ (4)	\$ (162)	\$ (55)	\$ (1)	\$ (57)	\$ (219)
3	August *	\$ (773)	\$ (4)	\$ (777)	\$ (83)	\$ (1)	\$ (84)	\$ (861)
4	September *	\$ (29)	\$ (4)	\$ (33)	\$ (418)	\$ (1)	\$ (420)	\$ (453)
5	October, 2009 *	\$ (557)	\$ (4)	\$ (562)	\$ (172)	\$ (2)	\$ (174)	\$ (736)
6	November *	\$ (369)	\$ (4)	\$ (373)	\$ (379)	\$ (2)	\$ (380)	\$ (753)
7	December *	\$ (280)	\$ (4)	\$ (284)	\$ 226	\$ (2)	\$ 224	\$ (59)
8	January, 2010 *	\$ (297)	\$ (4)	\$ (301)	\$ 277	\$ (1)	\$ 276	\$ (25)
9	February *	\$ (489)	\$ (3)	\$ (492)	\$ 321	\$ (1)	\$ 320	\$ (172)
10	March *	\$ 28	\$ (3)	\$ 25	\$ 136	\$ (0)	\$ 135	\$ 161
11	April, 2010	\$ 365	\$ (4)	\$ 361	\$ (139)	\$ 1	\$ (138)	\$ 223
12	May	\$ 366	\$ (3)	\$ 363	\$ (150)	\$ 1	\$ (149)	\$ 214
13	June	\$ 367	\$ (3)	\$ 363	\$ (120)	\$ 1	\$ (120)	\$ 244
14	Total (Lines 1 to 13) Current QRAM Period	\$ (2,166)	\$ 29	\$ (2,137)	\$ (2,157)	\$ 63	\$ (2,094)	\$ (4,231)
15	July, 2010	\$ 367	\$ -	\$ 367	\$ (70)	\$ -	\$ (70)	\$ 297
16	August	\$ 367	\$ -	\$ 367	\$ (57)	\$ -	\$ (57)	\$ 310
17	September	\$ 366	\$ -	\$ 366	\$ (55)	\$ -	\$ (55)	\$ 311
18	October, 2010	\$ 364	\$ -	\$ 364	\$ (37)	\$ -	\$ (37)	\$ 327
19	November	\$ 343	\$ -	\$ 343	\$ (15)	\$ -	\$ (15)	\$ 328
20	December	\$ 344	\$ -	\$ 344	\$ 21	\$ -	\$ 21	\$ 364
21	January, 2011	\$ 368	\$ -	\$ 368	\$ 31	\$ -	\$ 31	\$ 399
22	February	\$ 367	\$ -	\$ 367	\$ 26	\$ -	\$ 26	\$ 393
23	March	\$ 365	\$ -	\$ 365	\$ 27	\$ -	\$ 27	\$ 392
24	April, 2011	\$ 365	\$ -	\$ 365	\$ 12	\$ -	\$ 12	\$ 377
25	May	\$ 366	\$ -	\$ 366	\$ 14	\$ -	\$ 14	\$ 380
26	June	\$ 367	\$ -	\$ 367	\$ 17	\$ -	\$ 17	\$ 384
27	Total (Lines 15 to 26)	\$ 4,348	\$ -	\$ 4,348	\$ (85)	\$ -	\$ (85)	\$ 4,263

* Reflects actual information.

Notes:

(1) Interest is computed on the deferral amount balance net of the actual prospective recovery amount for the quarter prior to the current QRAM period.

UNION GAS LIMITED
Deferral Account for
South Purchased Gas Variance Account
(Deferral Account 179-106)

Line No.	Particulars	Purchase Cost (\$000's) (a)	Volume (GJ) (b)	Weighted Avg. Price (\$/GJ) (c) = (a)/(b)	Reference Price (\$/GJ) (1) (d)	Unit Rate Difference (\$/GJ) (e) = (c) - (d)	Monthly Deferral Amount (\$000's) (f) = (b) x (e)	Southern Portfolio Cost Differential Adjustment (\$000's) (g)	Deferral Amount Before Interest (\$000's) (h)	Interest (\$000's) (2) (i)	Total Deferral Amount (\$000's) (j) = (h) + (i)
1	Cumulative to end of June, 2009						\$ (178,877)	\$ 42,849	\$ (136,028)	\$ (472)	\$ (136,500)
2	July, 2009 *	\$ 29,611	6,852,760	\$ 4.321	\$ 6.554	\$ (2.233)	\$ (15,302)	\$ 2,427	\$ (12,875)	\$ (55)	\$ (12,930)
3	August *	\$ 21,583	5,320,282	\$ 4.057	\$ 6.554	\$ (2.497)	\$ (13,286)	\$ 2,439	\$ (10,847)	\$ (60)	\$ (10,907)
4	September *	\$ 24,507	6,818,664	\$ 3.594	\$ 6.554	\$ (2.960)	\$ (20,183)	\$ 2,453	\$ (17,730)	\$ (63)	\$ (17,793)
5	October, 2009 *	\$ 25,340	5,845,094	\$ 4.335	\$ 6.385	\$ (2.050)	\$ (11,984)	\$ 851	\$ (11,133)	\$ (72)	\$ (11,205)
6	November *	\$ 47,409	8,402,396	\$ 5.642	\$ 6.385	\$ (0.743)	\$ (6,243)	\$ 819	\$ (5,425)	\$ (69)	\$ (5,494)
7	December *	\$ 71,601	14,481,334 (3)	\$ 4.944	\$ 6.385	\$ (1.441)	\$ (20,867)	\$ 928	\$ (19,939)	\$ (64)	\$ (20,003)
8	January, 2010 *	\$ 53,005	8,020,899	\$ 6.608	\$ 6.805	\$ (0.196)	\$ (1,574)	\$ 3,858	\$ 2,284	\$ (56)	\$ 2,228
9	February *	\$ 45,834	7,245,858	\$ 6.326	\$ 6.805	\$ (0.479)	\$ (3,471)	\$ 3,484	\$ 13	\$ (33)	\$ (20)
10	March *	\$ 45,460	8,061,958	\$ 5.639	\$ 6.805	\$ (1.166)	\$ (9,398)	\$ 3,858	\$ (5,541)	\$ (12)	\$ (5,553)
11	April, 2010	\$ 35,428	7,445,130	\$ 4.759	\$ 7.094	\$ (2.336)	\$ (17,389)	\$ 4,103	\$ (13,286)	\$ 33	\$ (13,254)
12	May	\$ 32,135	6,528,482	\$ 4.922	\$ 7.094	\$ (2.172)	\$ (14,180)	\$ 4,563	\$ (9,616)	\$ 31	\$ (9,585)
13	June	\$ 27,824	5,552,748	\$ 5.011	\$ 7.094	\$ (2.083)	\$ (11,569)	\$ 4,416	\$ (7,153)	\$ 29	\$ (7,123)
14	Total (Lines 1 to 13)	\$ 459,738	90,575,606				\$ (324,324)	\$ 77,047	\$ (247,276)	\$ (862)	\$ (248,138)
	<u>Current QRAM Period</u>										
15	July, 2010	\$ 33,726	6,667,660	\$ 5.058	\$ 6.121	\$ (1.063)	\$ (7,089)	\$ 2,984	\$ (4,104)	\$ -	\$ (4,104)
16	August	\$ 29,679	5,832,701	\$ 5.088	\$ 6.121	\$ (1.033)	\$ (6,024)	\$ 2,984	\$ (3,040)	\$ -	\$ (3,040)
17	September	\$ 36,495	7,122,622	\$ 5.124	\$ 6.121	\$ (0.997)	\$ (7,104)	\$ 2,888	\$ (4,216)	\$ -	\$ (4,216)
18	October, 2010	\$ 39,977	7,687,086	\$ 5.201	\$ 6.121	\$ (0.921)	\$ (7,078)	\$ 2,984	\$ (4,093)	\$ -	\$ (4,093)
19	November	\$ 47,982	8,525,007	\$ 5.628	\$ 6.121	\$ (0.493)	\$ (4,202)	\$ 2,888	\$ (1,314)	\$ -	\$ (1,314)
20	December	\$ 52,929	8,809,173	\$ 6.008	\$ 6.121	\$ (0.113)	\$ (994)	\$ 2,984	\$ 1,990	\$ -	\$ 1,990
21	January, 2011	\$ 58,941	9,509,002	\$ 6.198	\$ 6.121	\$ 0.077	\$ 734	\$ 2,984	\$ 3,718	\$ -	\$ 3,718
22	February	\$ 53,824	8,584,128	\$ 6.270	\$ 6.121	\$ 0.149	\$ 1,278	\$ 2,696	\$ 3,973	\$ -	\$ 3,973
23	March	\$ 57,910	9,536,995	\$ 6.072	\$ 6.121	\$ (0.049)	\$ (468)	\$ 2,984	\$ 2,516	\$ -	\$ 2,516
24	April, 2011	\$ 55,982	9,405,510	\$ 5.952	\$ 6.121	\$ (0.169)	\$ (1,591)	\$ 2,888	\$ 1,297	\$ -	\$ 1,297
25	May	\$ 58,289	9,813,701	\$ 5.940	\$ 6.121	\$ (0.182)	\$ (1,783)	\$ 2,984	\$ 1,201	\$ -	\$ 1,201
26	June	\$ 56,948	9,436,800	\$ 6.035	\$ 6.121	\$ (0.087)	\$ (817)	\$ 2,888	\$ 2,071	\$ -	\$ 2,071
27	Total (Lines 15 to 26)	\$ 582,683	100,930,387				\$ (35,138)	\$ 35,138	\$ -	\$ -	\$ -

* Reflects actual information.

Notes:

(1) The reference price from July 2009 to September 2009 is as approved in EB-2009-0147.

The reference price from October 2009 to December 2009 is as approved in EB-2009-0313.

The reference price from January 2010 to March 2010 is as approved in EB-2009-0410.

The reference price from April 2010 to June 2010 is as approved in EB-2010-0040.

The reference price from July 2010 to June 2011 is as proposed in EB-2010-0201.

(2) Interest is computed on the deferral amount balance net of the actual prospective recovery amount for the quarter prior to the current QRAM period.

(3) December 2009 SPGVA purchases include a transfer of excess DP Balancing Gas to the System portfolio of 5.91 PJs.

UNION GAS LIMITED
Deferral Account for
Inventory Revaluation
(Deferral Account 179-109)

Line No.	Effective Date		Proceeding Number	Reference Price (C\$/GJ)		Inventory Levels Forecast/ Actual (P.J's) (c)	Inventory Revaluation		Interest (\$000's) (2) (e)	Total Deferral Amount (\$000's) (f) = (d) + (e)
				Approved/ Proposed (\$/GJ) (a)	Price Difference from Previous Approved Price (\$/GJ) (b)		Forecast/ Actual (\$000's) (1) (d) = - (b) x (c)			
1	Cumulative to end of June, 2009						\$ 63,524	\$ 509	\$ 64,033	
2	July, 2009	*	EB-2009-0147	\$ 6.554	\$ (0.779)	15.1	\$ 11,162	\$ 5	\$ 11,167	
3	August	*						\$ 10	\$ 10	
4	September	*						\$ 8	\$ 8,483	
5	October, 2009	*	EB-2009-0313	\$ 6.385	\$ (0.169)	32.6	\$ 5,513	\$ 8	\$ 5,521	
6	November	*						\$ 9	\$ 9	
7	December	*						\$ 8	\$ 8,254	
8	January, 2010	*	EB-2009-0410	\$ 6.805	\$ 0.419	32.6	\$ (13,562)	\$ 6	\$ (13,556)	
9	February	*						\$ (2)	\$ (2)	
10	March	*						\$ (2)	\$ (2,357)	
11	April, 2010		EB-2010-0040	\$ 7.094	\$ 0.290	12.5	\$ (3,451)	\$ (13)	\$ (3,463)	
12	May							\$ (14)	\$ (14)	
13	June							\$ (14)	\$ (14,387)	
14	Total (Lines 1 to 13)						\$ 63,185	\$ 518	\$ 63,704	
Current QRAM Period										
15	July, 2010		EB-2010-0201	\$ 6.121	\$ (0.973)	22.7	\$ 22,096	\$ -	\$ 22,096	
16	August							\$ -	\$ -	
17	September							\$ -	\$ -	
18	October, 2010						\$ -	\$ -	\$ -	
19	November							\$ -	\$ -	
20	December							\$ -	\$ -	
21	January, 2011						\$ -	\$ -	\$ -	
22	February							\$ -	\$ -	
23	March							\$ -	\$ -	
24	April, 2011						\$ -	\$ -	\$ -	
25	May							\$ -	\$ -	
26	June							\$ -	\$ -	
27	Total (Lines 15 to 26)						\$ 22,096	\$ -	\$ 22,096	

* Reflects actual information.

Notes:

(1) Includes adjustments for volume true-ups.

(2) Interest is computed on the deferral amount balance net of the actual prospective recovery amount for the quarter prior to the current QRAM period.

UNION GAS LIMITED
Deferral Account for
Spot Gas Variance Account
(Deferral Account 179-107)

Line No.	Particulars	Spot Gas Purchases			Load Balancing					
		Deferral Amount Before Interest (\$000's) (a)	Interest (\$000's) (1) (b)	Deferral Balance (\$000's) (c) = (a) + (b)	Load Balancing Deferral (\$000's) (d)	North Load Balancing Revenue (\$000's) (e)	South Load Balancing Revenue (\$000's) (f)	Deferral Amount Before Interest (\$000's) (g) = (d)+(e)+(f)	Interest (\$000's) (1) (h)	Deferral Balance (\$000's) (i) = (g)+(h)
1	Cumulative to end of June, 2009	\$ (6,077)	\$ (29)	\$ (6,106)	\$ (17)	\$ -	\$ -	\$ (17)	\$ 14	\$ (3)
2	July, 2009 *	\$ -	\$ (3)	\$ (3)	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 1
3	August *	\$ -	\$ (3)	\$ (3)	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 1
4	September *	\$ -	\$ (3)	\$ (3)	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 1
5	October, 2009 *	\$ -	\$ (3)	\$ (3)	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 1
6	November *	\$ -	\$ (2)	\$ (2)	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 1
7	December *	\$ -	\$ (2)	\$ (2)	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 1
8	January, 2010 *	\$ -	\$ (2)	\$ (2)	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 1
9	February *	\$ -	\$ (1)	\$ (1)	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 1
10	March *	\$ -	\$ (1)	\$ (1)	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 1
11	April, 2010	\$ -	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 1
12	May	\$ -	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 1
13	June	\$ -	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 1
14	Total (Lines 1 to 13)	\$ (6,077)	\$ (47)	\$ (6,124)	\$ (17)	\$ -	\$ -	\$ (17)	\$ 23	\$ 7
	<u>Current QRAM Period</u>									
15	July, 2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	August	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	September	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	October, 2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	November	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	January, 2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	February	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23	March	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	April, 2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27	Total (Lines 15 to 26)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Reflects actual information.

Notes:

(1) Interest is computed on the deferral amount balance net of the actual prospective recovery amount for the quarter prior to the current QRAM period.

1 **PREFILED EVIDENCE OF**

2 **GREG TETREAULT, MANAGER, RATES AND PRICING**

3 **AND**

4 **HAROLD PANKRAC, TEAM LEADER, RATES AND PRICING**

5 The purpose of this evidence is to address proposed changes to Union's gas supply commodity,
6 gas transportation, storage, and delivery rates effective July 1, 2010.

7
8 **1. REFERENCE PRICES**

9 The unit rate changes applicable to both operating areas, which reflect a decrease in the Alberta
10 Border Reference Price to \$4.363/GJ (16.4616 cents/m³) and the change in associated fuel, are
11 provided at Tab 2, Schedule 1. The Ontario Landed Reference Price is \$6.121/GJ (23.0945
12 cents/m³) and appears at Tab 1, Schedule 1. The South Portfolio Cost Differential ("SPCD"),
13 described at Tab 1, page 3, results in a South Transportation sales rate of \$1.265/GJ (4.7728
14 cents/m³). Proposed July 1, 2010 prices reflect the heat value conversion factor of 37.73
15 GJ/10³m³ and current fuel ratios.

16
17 **2. COST OF GAS IN DELIVERY RATES**

18 As determined in the Board's EB-2010-0040 Rate Order, dated March 17, 2010 the cost of gas
19 included in Union's delivery rates for compressor fuel, unaccounted for gas and inventory
20 carrying costs is 26.7657 cents/m³. Effective July 1, 2010, the proposed cost of gas included in

1 delivery rates for these items is the Ontario Landed Reference Price of 23.0945 cents/m³ which
2 represents a decrease of 3.6712 cents/m³.

3
4 Union proposes to allocate the decrease in the cost of gas in delivery rates to rate classes in
5 proportion to the approved 2007 allocation of compressor fuel, unaccounted for gas and
6 inventory carrying costs. The calculation of the annual cost impacts and the allocation to in-
7 franchise and ex-franchise rate classes is provided at Tab 2, Schedule 4.

8 9 **3. RATE RIDERS**

10 In addition to the forecast reference price changes identified above, changes to previously
11 approved rate riders are required to reflect quarterly updates to gas cost deferral account
12 balances. Each quarter Union projects the balance expected in each gas cost deferral account
13 over the next 12 month period. In addition, Union tracks recovery variances (differences between
14 what Union intended to recover in previous rate riders and what was actually recovered). Each
15 quarter Union includes that variance in the rate riders established for the next 12 month period.
16 Rates are changed automatically every quarter to reflect updated projected deferral account
17 balances and historical recovery variances.

18
19 A summary of deferral account activity and proposed rate rider unit rate changes are provided at
20 Tab 2, Schedule 2, Page 1. Projected deferral account balances (lines 1 to 3) are compared to
21 previously projected balances (line 4) in each gas cost deferral account and variances are

1 identified (line 5). In addition, the difference between what was actually recovered in previous
2 rate riders and what Union intended to recover is identified (line 6). This is the difference
3 between forecast and actual volumes (last three months of actual volumes) multiplied by the
4 previously approved rate riders. The net amount to be recovered prospectively (line 7) is the
5 amount which has not been included in rate riders to date. The unit rate rider change in the
6 current QRAM (line 9) is the net amount in each gas cost deferral account prospectively
7 recovered over forecast consumption in the next twelve months (line 8).

8
9 In total, the change in gas cost-related deferrals in the current QRAM is a net credit of \$9.956
10 million. This amount excludes the balance in the Joint Unabsorbed Demand Costs Account
11 (Account No. 179-108) which is not prospectively recovered as per the current approved QRAM
12 process.

13
14 For each deferral account, Tab 2, Schedule 3, line 20 shows the net prospective rider for the
15 current QRAM period. The net prospective rider includes: (i) the introduction of the unit rate
16 change calculated at Tab 2, Schedule 2, Page 1, line 9 and (ii) the elimination of expiring riders
17 which have been in place for 12 months.

18
19 **4. SUMMARY OF PROPOSED RATE CHANGES**

20 The proposed changes to rates (Appendix A), rate schedules (Appendix B), and the summary of
21 interruptible rate changes (Appendix C) are attached. The unit rates for prospective recovery of

the gas cost deferral accounts are provided at Tab 2, Schedule 6 (column c).

5. CUSTOMER BILL IMPACTS

General Service annual customer bill impacts (including the prospective recovery of deferral account balances outlined at Tab 2, Schedule 2) are provided at Tab 2, Schedule 5. The bill impacts shown at Tab 2, Schedule 5 reflect (i) the introduction of July 1, 2010 proposed QRAM changes detailed above and (ii) the elimination of expiring July 1, 2009 prospective riders.

A typical M1 residential customer consuming 2,600 m³ per year will see a net bill decrease of \$32.33 per year. A typical bundled M1 direct purchase customer will see a net bill decrease of \$1.70 per year. A typical Rate 01 residential customer consuming 2,600 m³ per year will see a net bill decrease ranging from \$21.21 to \$23.18 per year. A typical bundled Rate 01 direct purchase customer will see a net bill decrease ranging from \$3.04 to \$3.07 per year.

6. CUSTOMER NOTICES

Customer notices that accompany the July 2010 bills will reflect the QRAM changes identified above.

UNION GAS LIMITED
Southern Operations Area
Calculation of Gas Supply Commodity Charges

Line No.	Particulars	EB-2010-0040		EB-2010-0201		Change	
		Effective April 1, 2010		Effective July 1, 2010		Effective July 1, 2010	
		(cents/m ³)	(\$/GJ) (1)	(cents/m ³)	(\$/GJ) (1)	(cents/m ³)	(\$/GJ)
		(a)	(b)	(c)	(d)	(e)= (c) - (a)	(f)= (d) - (b)
1	Alberta Border Price	20.0309	5.309	16.4616	4.363	(2) (3.5693)	(0.946)
2	Fuel Ratios	2.772%	2.772%	2.754%	2.754%	-0.018%	-0.018%
3	Compressor Fuel Charge	0.5552	0.147	0.4534	0.120	(0.1018)	(0.027)
4	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
5	Gas Commodity & Fuel Rate (line 1+3+4)	20.8999	5.539	17.2288	4.566	(3.6711)	(0.973)
<u>Prospective Recovery</u>							
6	Inventory Revaluations	0.0309	0.008	0.1339	0.035	0.1030 (3)	0.027
7	Spot Gas	-	-	-	-	- (4)	-
8	Firm PGVA	(6.2531)	(1.657)	(4.2712)	(1.132)	1.9819 (5)	0.525
9	Temporary Charge/(Credit)	-	-	-	-	-	-
10	Prospective Recovery (line 6+7+8+9)	(6.2222)	(1.649)	(4.1373)	(1.097)	2.0849	0.552
11	Total Commodity and Fuel Rate (line 5+10)	14.6777	3.890	13.0915	3.469	(1.5862)	(0.421)
12	Transportation Tolls	4.3654	1.157	4.7728	1.265	(6) 0.4074	0.108
13	Total Commodity & Fuel & Transportation Rate (line 11+12)	19.0431	5.047	17.8643 (7)	4.734	(1.1788)	(0.313)

Notes:

- (1) Conversion to GJs based on avg. heating value of Western suppliers of 37.73 GJ / 10³m³
- (2) Alberta Border price per Tab 1, Schedule 1, Line 9.
- (3) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery charge of 0.4817 cents/m³.
- (4) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery of 0.0000 cents/m³.
- (5) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery credit of (2.6852) cents/m³.
- (6) EB-2010-0201, Tab 1, Schedule 2, Line 6.
- (7) Appendix A, Page 6, Line 4, Column (c).

UNION GAS LIMITED
Northern & Eastern Operations Area
Calculation of Gas Commodity and Fuel
Fort Frances District

Line No.	Description	EB-2010-0040		EB-2010-0201		Change	
		Effective April 1, 2010		Effective July 1, 2010		Effective July 1, 2010	
		(cents/m ³)	(\$/GJ) (5)	(cents/m ³)	(\$/GJ) (5)	(cents/m ³)	(\$/GJ)
		(a)	(b)	(c)	(d)	(e) = (c)-(a)	(f) = (d)-(b)
Rates 01A & 10							
1	Alberta Border Price	20.0309	5.309	16.4616	4.363	(3.5693)	(0.946)
2	Fuel ratios	0.836%	0.836%	0.850%	0.850%	0.014%	0.014%
3	Compressor Fuel Charge	0.1674	0.044	0.1399	0.037	(0.0275)	(0.007)
4	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
5	Gas Commodity & Fuel Rate (line 1+3+4)	20.5121	5.436	16.9153	4.483	(3.5968)	(0.953)
Prospective Recovery							
6	Inventory Revaluations	0.0309	0.008	0.1339	0.035	0.1030 (1)	0.027
7	Spot Gas	0.0646	0.017	0.0918	0.024	0.0272 (2)	0.007
8	Firm PGVA	(7.5178)	(1.993)	(5.0694)	(1.344)	2.4484 (3)	0.649
9	Fuel	(0.6342)	(0.168)	(0.3149)	(0.083)	0.3193 (4)	0.085
10	Temporary Charge/(Credit)	-	-	-	-	-	-
11	Total Prospective Recovery (line 6+7+8+9+10)	(8.0565)	(2.135)	(5.1586)	(1.367)	2.8979	0.768
12	Total Commodity and Fuel Rate (line 5+11)	12.4556	3.301	11.7567	3.116	(0.6989)	(0.185)
Rates 20 & 100 (6)							
13	Alberta Border Price	20.1158	5.309	16.5314	4.363	(3.5844)	(0.946)
14	Fuel ratios	0.836%	0.836%	0.850%	0.850%	0.014%	0.014%
15	Compressor Fuel Charge	0.1681	0.044	0.1405	0.037	(0.0276)	(0.007)
16	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
17	Gas Commodity & Fuel Rate (line 13+15+16)	20.5977	5.436	16.9857	4.483	(3.6120)	(0.953)
Prospective Recovery							
18	Inventory Revaluations	0.0309	0.008	0.1339	0.035	0.1030 (1)	0.027
19	Spot Gas	0.0646	0.017	0.0918	0.024	0.0272 (2)	0.007
20	Firm PGVA	(7.5178)	(1.993)	(5.0694)	(1.344)	2.4484 (3)	0.649
21	Fuel	(0.6342)	(0.168)	(0.3149)	(0.083)	0.3193 (4)	0.085
22	Temporary Charge/(Credit)	-	-	-	-	-	-
23	Total Prospective Recovery (line 18+19+20+21+22)	(8.0565)	(2.135)	(5.1586)	(1.367)	2.8979	0.768
24	Total Commodity and Fuel Rate (line 17+23)	12.5412	3.301	11.8271	3.116	(0.7141)	(0.185)

Notes:

- (1) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery charge of 0.4817 cents/m³.
- (2) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery charge of 0.0087 cents/m³.
- (3) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery credit of (3.8955) cents/m³.
- (4) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery credit of (0.2593) cents/m³.
- (5) Conversion to GJ's based on 37.73 GJ's / 10³m³.
- (6) Conversion to GJ's based on 37.89 GJ's / 10³m³.

UNION GAS LIMITED
Northern & Eastern Operations Area
Calculation of Gas Commodity and Fuel
Western Zone

		EB-2010-0040		EB-2010-0201		Change	
Line		Effective April 1, 2010		Effective July 1, 2010		Effective July 1, 2010	
No.	Description	(cents/m ³)	(\$/GJ) (5)	(cents/m ³)	(\$/GJ) (5)	(cents/m ³)	(\$/GJ)
		(a)	(b)	(c)	(d)	(e) = (c)-(a)	(f) = (d)-(b)
Rates 01A & 10							
1	Alberta Border Price	20.0309	5.309	16.4616	4.363	(3.5693)	(0.946)
2	Fuel ratios	1.380%	1.380%	1.390%	1.390%	0.010%	0.010%
3	Compressor Fuel Charge	0.2764	0.073	0.2288	0.061	(0.0476)	(0.012)
4	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
5	Gas Commodity & Fuel Rate (line 1+3+4)	20.6211	5.465	17.0042	4.507	(3.6169)	(0.958)
<u>Prospective Recovery</u>							
6	Inventory Revaluations	0.0309	0.008	0.1339	0.035	0.1030 (1)	0.027
7	Spot Gas	0.0646	0.017	0.0918	0.024	0.0272 (2)	0.007
8	Firm PGVA	(7.5178)	(1.993)	(5.0694)	(1.344)	2.4484 (3)	0.649
9	Fuel	(0.6342)	(0.168)	(0.3149)	(0.083)	0.3193 (4)	0.085
10	Temporary Charge/(Credit)	-	-	-	-	-	-
11	Total Prospective Recovery (line 6+7+8+9+10)	(8.0565)	(2.135)	(5.1586)	(1.367)	2.8979	0.768
12	Total Commodity and Fuel Rate (line 5+11)	12.5646	3.330	11.8456	3.140	(0.7190)	(0.190)
Rates 20 & 100 (6)							
13	Alberta Border Price	20.1158	5.309	16.5314	4.363	(3.5844)	(0.946)
14	Fuel ratios	1.380%	1.380%	1.390%	1.390%	0.010%	0.010%
15	Compressor Fuel Charge	0.2776	0.073	0.2298	0.061	(0.0478)	(0.012)
16	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
17	Gas Commodity & Fuel Rate (line 13+15+16)	20.7072	5.465	17.0750	4.507	(3.6322)	(0.958)
<u>Prospective Recovery</u>							
18	Inventory Revaluations	0.0309	0.008	0.1339	0.035	0.1030 (1)	0.027
19	Spot Gas	0.0646	0.017	0.0918	0.024	0.0272 (2)	0.007
20	Firm PGVA	(7.5178)	(1.993)	(5.0694)	(1.344)	2.4484 (3)	0.649
21	Fuel	(0.6342)	(0.168)	(0.3149)	(0.083)	0.3193 (4)	0.085
22	Temporary Charge/(Credit)	-	-	-	-	-	-
23	Total Prospective Recovery (line 18+19+20+21+22)	(8.0565)	(2.135)	(5.1586)	(1.367)	2.8979	0.768
24	Total Commodity and Fuel Rate (line 17+23)	12.6507	3.330	11.9164	3.140	(0.7343)	(0.190)

Notes:

- (1) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery charge of 0.4817 cents/m³.
- (2) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery charge of 0.0087 cents/m³.
- (3) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery credit of (3.8955) cents/m³.
- (4) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery credit of (0.2593) cents/m³.
- (5) Conversion to GJs based on 37.73 GJs / 10³m³.
- (6) Conversion to GJs based on 37.89 GJs / 10³m³.

UNION GAS LIMITED
Northern & Eastern Operations Area
Calculation of Gas Commodity and Fuel
Northern Zone

Line No.	Description	EB-2010-0040		EB-2010-0201		Change	
		Effective April 1, 2010		Effective July 1, 2010		Effective July 1, 2010	
		(cents/m ³)	(\$/GJ) (5)	(cents/m ³)	(\$/GJ) (5)	(cents/m ³)	(\$/GJ)
		(a)	(b)	(c)	(d)	(e) = (c)-(a)	(f)= (d)-(b)
Rates 01A & 10							
1	Alberta Border Price	20.0309	5.309	16.4616	4.363	(3.5693)	(0.946)
2	Fuel ratios	2.123%	2.123%	2.120%	2.120%	-0.003%	-0.003%
3	Compressor Fuel Charge	0.4252	0.113	0.3490	0.092	(0.0762)	(0.021)
4	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
5	Gas Commodity & Fuel Rate (line 1+3+4)	20.7699	5.505	17.1244	4.538	(3.6455)	(0.967)
Prospective Recovery							
6	Inventory Revaluations	0.0309	0.008	0.1339	0.035	0.1030 (1)	0.027
7	Spot Gas	0.0646	0.017	0.0918	0.024	0.0272 (2)	0.007
8	Firm PGVA	(7.5178)	(1.993)	(5.0694)	(1.344)	2.4484 (3)	0.649
9	Fuel	(0.6342)	(0.168)	(0.3149)	(0.083)	0.3193 (4)	0.085
10	Temporary Charge/(Credit)	-	-	-	-	-	-
11	Total Prospective Recovery (line 6+7+8+9+10)	(8.0565)	(2.135)	(5.1586)	(1.367)	2.8979	0.768
12	Total Commodity and Fuel Rate (line 5+11)	12.7134	3.370	11.9658	3.171	(0.7476)	(0.199)
Rates 20 & 100 (6)							
13	Alberta Border Price	20.1158	5.309	16.5314	4.363	(3.5844)	(0.946)
14	Fuel ratios	2.123%	2.123%	2.120%	2.120%	-0.003%	-0.003%
15	Compressor Fuel Charge	0.4270	0.113	0.3505	0.093	(0.0765)	(0.020)
16	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
17	Gas Commodity & Fuel Rate (line 13+15+16)	20.8566	5.505	17.1957	4.539	(3.6609)	(0.966)
Prospective Recovery							
18	Inventory Revaluations	0.0309	0.008	0.1339	0.035	0.1030 (1)	0.027
19	Spot Gas	0.0646	0.017	0.0918	0.024	0.0272 (2)	0.007
20	Firm PGVA	(7.5178)	(1.993)	(5.0694)	(1.344)	2.4484 (3)	0.649
21	Fuel	(0.6342)	(0.168)	(0.3149)	(0.083)	0.3193 (4)	0.085
22	Temporary Charge/(Credit)	-	-	-	-	-	-
23	Total Prospective Recovery (line 18+19+20+21+22)	(8.0565)	(2.135)	(5.1586)	(1.367)	2.8979	0.768
24	Total Commodity and Fuel Rate (line 17+23)	12.8001	3.370	12.0371	3.172	(0.7630)	(0.198)

Notes:

- (1) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery charge of 0.4817 cents/m³.
- (2) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery charge of 0.0087 cents/m³.
- (3) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery credit of (3.8955) cents/m³.
- (4) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery credit of (0.2593) cents/m³.
- (5) Conversion to GJs based on 37.73 GJs / 10³m³.
- (6) Conversion to GJs based on 37.89 GJs / 10³m³.

UNION GAS LIMITED
Northern & Eastern Operations Area
Calculation of Gas Commodity and Fuel
Eastern Zone

		EB-2010-0040		EB-2010-0201		Change	
Line		Effective April 1, 2010		Effective July 1, 2010		Effective July 1, 2010	
No.	Description	(cents/m ³)	(\$/GJ) (5)	(cents/m ³)	(\$/GJ) (5)	(cents/m ³)	(\$/GJ)
		(a)	(b)	(c)	(d)	(e) = (c)-(a)	(f)= (d)-(b)
Rates 01A & 10							
1	Alberta Border Price	20.0309	5.309	16.4616	4.363	(3.5693)	(0.946)
2	Fuel ratios	2.772%	2.772%	2.754%	2.754%	-0.018%	-0.018%
3	Compressor Fuel Charge	0.5552	0.147	0.4534	0.120	(0.1018)	(0.027)
4	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
5	Gas Commodity & Fuel Rate (line 1+3+4)	20.8999	5.539	17.2288	4.566	(3.6711)	(0.973)
Prospective Recovery							
6	Inventory Revaluations	0.0309	0.008	0.1339	0.035	0.1030 (1)	0.027
7	Spot Gas	0.0646	0.017	0.0918	0.024	0.0272 (2)	0.007
8	Firm PGVA	(7.5178)	(1.993)	(5.0694)	(1.344)	2.4484 (3)	0.649
9	Fuel	(0.6342)	(0.168)	(0.3149)	(0.083)	0.3193 (4)	0.085
10	Temporary Charge/(Credit)	-	-	-	-	-	-
11	Total Prospective Recovery (line 6+7+8+9+10)	(8.0565)	(2.135)	(5.1586)	(1.367)	2.8979	0.768
12	Total Commodity and Fuel Rate (line 5+11)	12.8434	3.404	12.0702	3.199	(0.7732)	(0.205)
Rates 20 & 100 (6)							
13	Alberta Border Price	20.1158	5.309	16.5314	4.363	(3.5844)	(0.946)
14	Fuel ratios	2.772%	2.772%	2.754%	2.754%	-0.018%	-0.018%
15	Compressor Fuel Charge	0.5575	0.147	0.4553	0.120	(0.1022)	(0.027)
16	Administration Charge	0.3138	0.083	0.3138	0.083	-	-
17	Gas Commodity & Fuel Rate (line 13+15+16)	20.9871	5.539	17.3005	4.566	(3.6866)	(0.973)
Prospective Recovery							
18	Inventory Revaluations	0.0309	0.008	0.1339	0.035	0.1030 (1)	0.027
19	Spot Gas	0.0646	0.017	0.0918	0.024	0.0272 (2)	0.007
20	Firm PGVA	(7.5178)	(1.993)	(5.0694)	(1.344)	2.4484 (3)	0.649
21	Fuel	(0.6342)	(0.168)	(0.3149)	(0.083)	0.3193 (4)	0.085
22	Temporary Charge/(Credit)	-	-	-	-	-	-
23	Total Prospective Recovery (line 18+19+20+21+22)	(8.0565)	(2.135)	(5.1586)	(1.367)	2.8979	0.768
24	Total Commodity and Fuel Rate (line 17+23)	12.9306	3.404	12.1419	3.199	(0.7887)	(0.205)

Notes:

- (1) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery charge of 0.4817 cents/m³.
- (2) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery charge of 0.0087 cents/m³.
- (3) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery credit of (3.8955) cents/m³.
- (4) EB-2010-0201, Tab 2, Schedule 6, Page 1 of 3, less the expiry of July 2009 Prospective Recovery credit of (0.2593) cents/m³.
- (5) Conversion to GJs based on 37.73 GJs / 10³m³
- (6) Conversion to GJs based on 37.89 GJs / 10³m³

UNION GAS LIMITED
Summary of Amounts for Prospective Recovery and
Unit Changes to Prospective Rate Riders

Line No.		NPGVA (a)	North Tolls (b)	North Fuel (c)	SPGVA (d)	Inventory Revaluation (e)	Load Balancing (f)	Spot Gas Purchases (g)	Total (h)
<u>Deferral Account Balance Continuity (\$000's)</u>									
1	Cumulative to July 1, 2010	(1) (180,575)	(11,880)	1,600	(520,680)	10,002	(11,631)	(5,815)	(718,979)
2	Forecast Balance: Next 12 months	(2) -	4,348	(85)	-	22,096	-	-	26,359
3	Total Balance - Current QRAM	(3) (180,575)	(7,532)	1,515	(520,680)	32,098	(11,631)	(5,815)	(692,620)
4	Total Balance - Previous QRAM	(4) (165,895)	(7,083)	1,235	(489,353)	11,543	(11,633)	(5,815)	(667,001)
5	Deferral Account Balance Variance	(5) (14,680)	(449)	280	(31,327)	20,555	2	0	(25,619)
6	Prospective Recovery Variance	(6) 3,244	(358)	194	12,982	(681)	(0)	283	15,663
7	Net Amount for Prospective Recovery	(7) (11,436)	(807)	474	(18,345)	19,874	2	283	(9,956)
<u>Prospective Rate Rider Changes</u>									
8	Forecast Billing Units (10 ³ m ³)	(8) 790,322	1,401,468	790,322	2,608,573	3,398,895	Class	790,322	
9	Unit Rate Change (cents/m ³)	(9) (1.4471)	(0.0576)	0.0600	(0.7033)	0.5847	Specific	0.0359	

Notes:

- (1) Balance in each deferral account at July 1, 2010. Balances at Tab 2, Schedule 3, Line 9 - Line 1.
- (2) Next 12 months forecast for each deferral account. Balances at Tab 1, Schedule 3, Page 1, line 27.
- (3) Projected balance in each deferral account for the current QRAM period. Line 3 = Line 1 + Line 2.
- (4) Balances approved for prospective recovery in the previous QRAM, ie. EB-2010-0040.
- (5) The deferral amount for recovery/(refund) which has not been included in previously approved prospective rate riders. Line 5 = Line 3 - Line 4.
- (6) Variance between forecast and actual volumes (last months of actual volumes) multiplied by the previously approved riders.
Balances at Tab 2, Schedule 2, Page 2, Line 11.
- (7) Line 7 = Line 5 + Line 6.
- (8) Billing units reflect the approved allocation basis for each deferral account.
- (9) Line 9 = Line 7 / Line 8.

UNION GAS LIMITED
Summary of Amounts for Prospective Recovery
for the 12-month period ending June 30, 2011

Line No.	Particulars	North PGVA (179-105) (\$000's)	North Tolls (179-100) (\$000's)	North Fuel (179-100) (\$000's)	South PGVA (179-106) (\$000's)	Inventory Revaluation (179-109) (\$000's)	Load Balancing (179-107) (\$000's)	Spot Gas Variance Acct (179-107) (\$000's)	Total (\$000's)
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Deferral Amounts for Recovery									
	Change in 12-month deferral account projection:								
1	12-month projection from current QRAM application	(1) -	4,348	(85)	-	22,096	-	-	26,359
2	Less: 12-month projection from previous QRAM application	(2) -	4,090	(22)	-	(1,932)	-	-	2,136
3	Change (Line 1 - Line 2)	-	258	(63)	-	24,028	-	-	24,223
Previous Quarter: True-up of Deferral Balances									
	Variance between projected and actual deferral balances for month(s) with actual data since previous QRAM application:								
4	Actual deferral amount	(3) 1,032	(768)	731	(3,344)	(3,467)	2	(3)	(5,817)
5	Current projected deferral amount	(4) (15,990)	1,087	(407)	(29,962)	(29)	2	1	(45,298)
6	Less: Previous projection included in recovery	(5) (278)	1,026	(19)	(1,979)	(23)	2	(2)	(1,273)
7	Variance (Line 4 + Line 5 - Line 6)	(14,680)	(707)	343	(31,327)	(3,473)	2	-	(49,842)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(14,680)	(449)	280	(31,327)	20,555	2	-	(25,619)
Previous Quarter: True-up of Prospective Recovery Amounts									
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:								
9	Forecast prospective recovery amount	(6) (30,670)	(2,990)	(1,930)	(90,433)	3,088	(17)	(2,709)	(125,660)
10	Less: Actual prospective recovery amount	(7) (33,914)	(2,631)	(2,124)	(103,415)	3,769	(17)	(2,992)	(141,324)
11	Variance (Line 9 - Line 10)	3,244	(358)	194	12,982	(681)	(0)	283	15,663
12	Total Amount for Prospective Recovery (Line 8 + Line 11)	(11,436)	(807)	474	(18,345)	19,874	2	283	(9,956)

Notes:

- (1) Tab 1, Schedule 3, Page 1, Line 27.
(2) EB-2010-0040, Tab 1, Schedule 3, Page 1, Line 27
(3) Tab 1, Schedule 3, Page 1, Lines 8+9+10.
(4) Tab 1, Schedule 3, Page 1, Lines 11+12+13
(5) EB-2010-0040, Tab 2, Schedule 2, Page 2, Line 5.
(6) Tab 2, Schedule 3, Line 10.
(7) Tab 2, Schedule 3, Line 11.

Filed: 2010-06-07

EB-2010-0201

Tab 2

Schedule 3

Index

Union Gas Limited
Derivation of Amounts and Unit Rates for Prospective Recovery

Page

1	North Purchased Gas Variance Account (Deferral Account 179-105)
2	North Tolls - Transportation (Deferral Account 179-100)
3	North Fuel - Northern and Eastern Operations Area (Deferral Account 179-100)
4	South Purchased Gas Variance Account (Deferral Account 179-106)
5	Inventory Revaluation (Deferral Account 179-109)
	Load Balancing (Deferral Account 179-107)
6	Rate 01
7	Rate 10
8	Rate 20, M1, M2, M4, M5A, M7, M9
9	Spot Gas Purchases (Deferral Account 179-107)

UNION GAS LIMITED
North Purchased Gas Variance Account (Deferral Account 179-105)
Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2009		Year 2010		
			Jul Q3 (a)	Oct Q4 (1) (b)	Jan Q1 (2) (c)	Apr Q2 (3) (d)	Jul Q3 (4) (e)
	<u>Deferral Amounts for Recovery</u>						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	(\$000's)	-	-	-	-	-
2	Less: 12-month projection from previous QRAM application	(\$000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	(\$000's)	-	-	-	-	-
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	(\$000's)	(22,612)	(20,268)	(16,258)	(5,644)	1,032
5	Current projected deferral amounts	(\$000's)	(15,454)	(9,120)	(2,815)	(278)	(15,990)
6	Less: Previous projection included in recovery	(\$000's)	(12,886)	(15,454)	(9,120)	(2,815)	(278)
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(25,181)	(13,934)	(9,953)	(3,107)	(14,680)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(25,181)	(13,934)	(9,953)	(3,107)	(14,680)
9	Cumulative Deferral Amounts for Recovery	(\$000's)	(138,901)	(152,835)	(162,788)	(165,895)	(180,575)
	<u>Previous Quarter: True-up of Prospective Recovery Amounts</u>						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
10	Forecast prospective recovery amount	(\$000's)	(2,045)	(3,054)	(7,286)	(17,489)	(30,670)
11	Less: Actual prospective recovery amount	(\$000's)	(2,494)	(3,381)	(8,431)	(20,073)	(33,914)
12	Variance (Line 10 - Line 11)	(\$000's)	449	327	1,145	2,584	3,244
13	Total Amount for Prospective Recovery (Line 8 + Line 12)	(\$000's)	(24,732)	(13,607)	(8,808)	(523)	(11,436)
14	Forecast - 12 month sales service volume	(10 ³ m ³)	634,881	633,532	630,980	664,850	790,322
15	Unit Rate	(cents/m ³)	<u>(3.8955)</u>	<u>(2.1478)</u>	<u>(1.3959)</u>	<u>(0.0786)</u>	<u>(1.4471)</u>
	<u>Summary of Unit Rates</u>						
16	Unit Rate Q1	(cents/m ³)	(2.0455)	(2.0455)	(1.3959)	(1.3959)	(1.3959)
17	Unit Rate Q2	(cents/m ³)	(2.9476)	(2.9476)	(2.9476)	(0.0786)	(0.0786)
18	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m ³)	(3.8955)	(3.8955)	(3.8955)	(3.8955)	(1.4471)
19	Unit Rate Q4	(cents/m ³)	<u>(0.3650)</u>	<u>(2.1478)</u>	<u>(2.1478)</u>	<u>(2.1478)</u>	<u>(2.1478)</u>
20	Total Unit Rate - Prospective Recovery	(cents/m ³)	<u>(9.2536)</u>	<u>(11.0364)</u>	<u>(10.3868)</u>	<u>(7.5178)</u>	<u>(5.0694)</u>

Notes:

- (1) EB-2009-0313, Tab 2, Schedule 2, Column (a).
- (2) EB-2009-0410, Tab 2, Schedule 2, Column (a).
- (3) EB-2010-0040, Tab 2, Schedule 2, Column (a).
- (4) EB-2010-0201, Tab 2, Schedule 2, Column (a).

UNION GAS LIMITED
North Tolls - Northern and Eastern Operations Area (Deferral Account 179-100)
Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2009		Year 2010		
			Jul Q3 (a)	Oct Q4 (1) (b)	Jan Q1 (2) (c)	Apr Q2 (3) (d)	Jul Q3 (4) (e)
	<u>Deferral Amounts for Recovery</u>						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	(\$000's)	514	617	4,091	4,090	4,348
2	Less: 12-month projection from previous QRAM application	(\$000's)	279	514	617	4,091	4,090
3	Change (Line 1 - Line 2)	(\$000's)	235	103	3,474	(1)	258
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	(\$000's)	(2,604)	(793)	(1,371)	(657)	(768)
5	Current projected deferral amounts	(\$000's)	74	102	89	1,026	1,087
6	Less: Previous projection included in recovery	(\$000's)	(1,866)	74	102	89	1,026
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(665)	(765)	(1,384)	280	(707)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(430)	(662)	2,090	279	(449)
9	Cumulative Deferral Amounts for Recovery	(\$000's)	(1,455)	(2,117)	(27)	252	(197)
	<u>Previous Quarter: True-up of Prospective Recovery Amounts</u>						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
10	Forecast prospective recovery amount	(\$000's)	2,809	(102)	(919)	(2,118)	(2,990)
11	Less: Actual prospective recovery amount	(\$000's)	2,584	(89)	(879)	(1,969)	(2,631)
12	Variance (Line 10 - Line 11)	(\$000's)	225	(14)	(40)	(149)	(358)
13	Total Amount for Prospective Recovery (Line 8 + Line 12)	(\$000's)	(205)	(675)	2,050	130	(807)
14	Forecast - 12 month volume	(10 ³ m ³)	1,372,460	1,370,228	1,364,399	1,305,743	1,401,468
15	Unit Rate	(cents/m ³)	<u>(0.0149)</u>	<u>(0.0493)</u>	<u>0.1502</u>	<u>0.0100</u>	<u>(0.0576)</u>
	<u>Summary of Unit Rates</u>						
16	Unit Rate Q1	(cents/m ³)	0.0075	0.0075	0.1502	0.1502	0.1502
17	Unit Rate Q2	(cents/m ³)	(0.5748)	(0.5748)	(0.5748)	0.0100	0.0100
18	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m ³)	(0.0149)	(0.0149)	(0.0149)	(0.0149)	(0.0576)
19	Unit Rate Q4	(cents/m ³)	<u>0.1595</u>	<u>(0.0493)</u>	<u>(0.0493)</u>	<u>(0.0493)</u>	<u>(0.0493)</u>
20	Total Unit Rate - Prospective Recovery	(cents/m ³)	(0.4227)	(0.6315)	(0.4888)	0.0960	0.0533

Notes:

- (1) EB-2009-0313, Tab 2, Schedule 2, Column (b).
(2) EB-2009-0410, Tab 2, Schedule 2, Column (b).
(3) EB-2010-0040, Tab 2, Schedule 2, Column (b).
(4) EB-2010-0201, Tab 2, Schedule 2, Column (b).

UNION GAS LIMITED
North Fuel - Northern and Eastern Operations Area (Deferral Account 179-100)
Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2009		Year 2010		
			Jul Q3 (a)	Oct Q4 (1) (b)	Jan Q1 (2) (c)	Apr Q2 (3) (d)	Jul Q3 (4) (e)
	<u>Deferral Amounts for Recovery</u>						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	(\$000's)	(42)	(16)	(46)	(22)	(85)
2	Less: 12-month projection from previous QRAM application	(\$000's)	(14)	(42)	(16)	(46)	(22)
3	Change (Line 1 - Line 2)	(\$000's)	(28)	27	(30)	24	(63)
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	(\$000's)	(1,399)	(2,285)	(678)	(156)	731
5	Current projected deferral amounts	(\$000's)	(567)	(323)	(96)	(19)	(407)
6	Less: Previous projection included in recovery	(\$000's)	(429)	(567)	(323)	(96)	(19)
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(1,537)	(2,041)	(451)	(79)	343
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(1,565)	(2,014)	(481)	(55)	280
9	Cumulative Deferral Amounts for Recovery	(\$000's)	3,785	1,771	1,290	1,235	1,515
	<u>Previous Quarter: True-up of Prospective Recovery Amounts</u>						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application.						
10	Forecast prospective recovery amount	(\$000's)	671	60	(386)	(893)	(1,930)
11	Less: Actual prospective recovery amount	(\$000's)	752	72	(446)	(1,026)	(2,124)
12	Variance (Line 10 - Line 11)	(\$000's)	(81)	(12)	60	133	194
13	Total Amount for Prospective Recovery (Line 8 + Line 12)	(\$000's)	(1,646)	(2,026)	(421)	77	474
14	Forecast - 12 month sales service volume	(10 ³ m ³)	634,881	633,532	630,980	664,850	790,322
15	Unit Rate	(cents/m ³)	(0.2593)	(0.3198)	(0.0667)	0.0116	0.0600
	<u>Summary of Unit Rates</u>						
16	Unit Rate Q1	(cents/m ³)	0.0229	0.0229	(0.0667)	(0.0667)	(0.0667)
17	Unit Rate Q2	(cents/m ³)	(0.0077)	(0.0077)	(0.0077)	0.0116	0.0116
18	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m ³)	(0.2593)	(0.2593)	(0.2593)	(0.2593)	0.0600
19	Unit Rate Q4	(cents/m ³)	(0.2723)	(0.3198)	(0.3198)	(0.3198)	(0.3198)
20	Total Unit Rate - Prospective Recovery	(cents/m ³)	(0.5164)	(0.5639)	(0.6535)	(0.6342)	(0.3149)

Notes:

- (1) EB-2009-0313, Tab 2, Schedule 2, Column (c).
- (2) EB-2009-0410, Tab 2, Schedule 2, Column (c).
- (3) EB-2010-0040, Tab 2, Schedule 2, Column (c).
- (4) EB-2010-0201, Tab 2, Schedule 2, Column (c).

UNION GAS LIMITED
South Purchased Gas Variance Account (Deferral Account 179-106)
Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2009		Year 2010		
			Jul Q3	Oct Q4 (1)	Jan Q1 (2)	Apr Q2 (3)	Jul Q3 (4)
			(a)	(b)	(c)	(d)	(e)
	<u>Deferral Amounts for Recovery</u>						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	(\$000's)	-	-	-	-	-
2	Less: 12-month projection from previous QRAM application	(\$000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	(\$000's)	-	-	-	-	-
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	(\$000's)	(75,690)	(57,910)	(39,904)	(25,497)	(3,344)
5	Current projected deferral amounts	(\$000's)	(36,688)	(26,636)	(13,509)	(1,979)	(29,962)
6	Less: Previous projection included in recovery	(\$000's)	(53,829)	(36,688)	(26,636)	(13,509)	(1,979)
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(58,548)	(47,859)	(26,777)	(13,967)	(31,327)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(58,548)	(47,859)	(26,777)	(13,967)	(31,327)
9	Cumulative Deferral Amounts for Recovery	(\$000's)	(400,750)	(448,609)	(475,386)	(489,353)	(520,680)
	<u>Previous Quarter: True-up of Prospective Recovery Amounts</u>						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
10	Forecast prospective recovery amount	(\$000's)	(6,908)	(9,563)	(20,184)	(51,241)	(90,433)
11	Less: Actual prospective recovery amount	(\$000's)	(7,608)	(9,919)	(23,962)	(58,452)	(103,415)
12	Variance (Line 10 - Line 11)	(\$000's)	699	356	3,778	7,211	12,982
13	Total Amount for Prospective Recovery (Line 8 + Line 12)	(\$000's)	(57,849)	(47,503)	(22,999)	(6,756)	(18,345)
14	Forecast - 12 month sales service volume	(10 ³ m ³)	2,154,378	2,153,047	2,153,727	2,300,047	2,608,573
15	Unit Rate	(cents/m ³)	<u>(2.6852)</u>	<u>(2.2063)</u>	<u>(1.0679)</u>	<u>(0.2937)</u>	<u>(0.7033)</u>
	<u>Summary of Unit Rates</u>						
16	Unit Rate Q1	(cents/m ³)	(1.5534)	(1.5534)	(1.0679)	(1.0679)	(1.0679)
17	Unit Rate Q2	(cents/m ³)	(3.1126)	(3.1126)	(3.1126)	(0.2937)	(0.2937)
18	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m ³)	(2.6852)	(2.6852)	(2.6852)	(2.6852)	(0.7033)
19	Unit Rate Q4	(cents/m ³)	<u>(0.5404)</u>	<u>(2.2063)</u>	<u>(2.2063)</u>	<u>(2.2063)</u>	<u>(2.2063)</u>
20	Total Unit Rate - Prospective Recovery	(cents/m ³)	<u>(7.8916)</u>	<u>(9.5575)</u>	<u>(9.0720)</u>	<u>(6.2531)</u>	<u>(4.2712)</u>

Notes:

- (1) EB-2009-0313, Tab 2, Schedule 2, Column (d).
- (2) EB-2009-0410, Tab 2, Schedule 2, Column (d).
- (3) EB-2010-0040, Tab 2, Schedule 2, Column (d).
- (4) EB-2010-0201, Tab 2, Schedule 2, Column (d).

UNION GAS LIMITED
Inventory Revaluation (Deferral Account 179-109)
Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2009		Year 2010		
			Jul Q3 (a)	Oct Q4 (1) (b)	Jan Q1 (2) (c)	Apr Q2 (3) (d)	Jul Q3 (4) (e)
	<u>Deferral Amounts for Recovery</u>						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	(\$000's)	11,705	5,327	(10,949)	(1,932)	22,096
2	Less: 12-month projection from previous QRAM application	(\$000's)	4,264	11,705	5,327	(10,949)	(1,932)
3	Change (Line 1 - Line 2)	(\$000's)	7,441	(6,378)	(16,276)	9,017	24,028
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	(\$000's)	7,185	11,190	5,539	(13,539)	(3,467)
5	Current projected deferral amounts	(\$000's)	(11)	(1)	(1)	(23)	(29)
6	Less: Previous projection included in recovery	(\$000's)	(1)	(11)	(1)	(1)	(23)
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	7,175	11,200	5,539	(13,561)	(3,473)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	14,616	4,822	(10,737)	(4,544)	20,555
9	Cumulative Deferral Amounts for Recovery	(\$000's)	22,002	26,824	16,087	11,543	32,098
	<u>Previous Quarter: True-up of Prospective Recovery Amounts</u>						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
10	Forecast prospective recovery amount	(\$000's)	14,357	5,068	5,098	8,774	3,088
11	Less: Actual prospective recovery amount	(\$000's)	15,538	5,295	5,833	10,270	3,769
12	Variance (Line 10 - Line 11)	(\$000's)	(1,181)	(227)	(735)	(1,496)	(681)
13	Total Amount for Prospective Recovery (Line 8 + Line 12)	(\$000's)	13,435	4,595	(11,472)	(6,040)	19,874
14	Forecast - 12 month sales service volume	(10 ³ m ³)	2,789,259	2,786,580	2,784,708	2,964,897	3,398,895
15	Unit Rate	(cents/m ³)	0.4817	0.1649	(0.4120)	(0.2037)	0.5847
	<u>Summary of Unit Rates</u>						
16	Unit Rate Q1	(cents/m ³)	0.1067	0.1067	(0.4120)	(0.4120)	(0.4120)
17	Unit Rate Q2	(cents/m ³)	0.2005	0.2005	0.2005	(0.2037)	(0.2037)
18	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m ³)	0.4817	0.4817	0.4817	0.4817	0.5847
19	Unit Rate Q4	(cents/m ³)	1.8543	0.1649	0.1649	0.1649	0.1649
20	Total Unit Rate - Prospective Recovery	(cents/m ³)	2.6432	0.9538	0.4351	0.0309	0.1339

Notes:

- (1) EB-2009-0313, Tab 2, Schedule 2, Column (e).
(2) EB-2009-0410, Tab 2, Schedule 2, Column (e).
(3) EB-2010-0040, Tab 2, Schedule 2, Column (e).
(4) EB-2010-0201, Tab 2, Schedule 2, Column (e).

UNION GAS LIMITED
R01 - Load Balancing (Deferral Account 179-107)
Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2009		Year 2010		
			Jul	Oct	Jan	Apr	Jul
			Q3	Q4 (1)	Q1 (2)	Q2 (3)	Q3 (4)
			(a)	(b)	(c)	(d)	(e)
<u>Deferral Amounts for Recovery</u>							
Change in 12-month deferral account projection:							
1	12-month projection from current QRAM application	(\$000's)	-	-	-	-	-
2	Less: 12-month projection from previous QRAM application	(\$000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	(\$000's)	-	-	-	-	-
Previous Quarter: True-up of deferral balances							
4	Actual deferral balances	(\$000's)	(6)	1	0	0	0
5	Current projected deferral amounts	(\$000's)	0	0	0	0	0
6	Less: Previous projection included in recovery	(\$000's)	(5)	0	0	0	0
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(1)	0	0	0	0
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(1)	0	0	0	0
<u>Previous Quarter: True-up of Prospective Recovery Amounts</u>							
Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:							
9	Forecast prospective recovery amount	(\$000's)	13	2	0	(2)	(5)
10	Less: Actual prospective recovery amount	(\$000's)	14	2	(0)	(2)	(4)
11	Variance (Line 10 - Line 11)	(\$000's)	(0)	(0)	0	0	(0)
12	Total Amount for Prospective Recovery (Line 8 + Line 12)	(\$000's)	(1)	0	0	0	0
13	Forecast - 12 month volume	(10 ³ m ³)	842,810	840,630	834,428	876,080	913,660
14	Unit Rate	(cents/m ³)	(0.0002)	0.0000	0.0000	0.0000	0.0000
<u>Summary of Unit Rates</u>							
15	Unit Rate Q1	(cents/m ³)	0.0001	0.0001	0.0000	0.0000	0.0000
16	Unit Rate Q2	(cents/m ³)	(0.0010)	(0.0010)	(0.0010)	0.0000	0.0000
17	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m ³)	(0.0002)	(0.0002)	(0.0002)	(0.0002)	0.0000
18	Unit Rate Q4	(cents/m ³)	0.0026	0.0000	0.0000	0.0000	0.0000
19	Total Unit Rate - Prospective Recovery	(cents/m ³)	0.0015	(0.0011)	(0.0011)	(0.0000)	0.0001

Notes:

- (1) EB-2009-0313, Working Papers, Schedule 2.
(2) EB-2009-0410, Working Papers, Schedule 2.
(3) EB-2010-0040, Working Papers, Schedule 2.
(4) EB-2010-0201, Working Papers, Schedule 2.

UNION GAS LIMITED
R10 - Load Balancing (Deferral Account 179-107)
Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2009		Year 2010		
			Jul	Oct	Jan	Apr	Jul
			Q3	Q4 (1)	Q1 (2)	Q2 (3)	Q3 (4)
			(a)	(b)	(c)	(d)	(e)
Deferral Amounts for Recovery							
Change in 12-month deferral account projection:							
1	12-month projection from current QRAM application	(\$000's)	-	-	-	-	-
2	Less: 12-month projection from previous QRAM application	(\$000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	(\$000's)	-	-	-	-	-
Previous Quarter: True-up of deferral balances							
4	Actual deferral balances	(\$000's)	(5)	0	0	0	0
5	Current projected deferral amounts	(\$000's)	0	-	0	0	0
6	Less: Previous projection included in recovery	(\$000's)	(4)	0	-	0	0
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(0)	0	0	0	0
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(0)	0	0	0	0
Previous Quarter: True-up of Prospective Recovery Amounts							
Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:							
9	Forecast prospective recovery amount	(\$000's)	6	1	(0)	(1)	(2)
10	Less: Actual prospective recovery amount	(\$000's)	5	1	(0)	(1)	(2)
11	Variance (Line 10 - Line 11)	(\$000's)	1	0	(0)	(0)	(1)
12	Total Amount for Prospective Recovery (Line 8 + Line 12)	(\$000's)	1	0	0	(0)	(0)
13	Forecast - 12 month volume	(10 ³ m ³)	399,682	400,492	402,334	301,354	348,544
14	Unit Rate	(cents/m ³)	0.0001	0.0001	0.0001	(0.0000)	(0.0001)
Summary of Unit Rates							
15	Unit Rate Q1	(cents/m ³)	0.0001	0.0001	0.0001	0.0001	0.0001
16	Unit Rate Q2	(cents/m ³)	(0.0016)	(0.0016)	(0.0016)	(0.0000)	(0.0000)
17	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m ³)	0.0001	0.0001	0.0001	0.0001	(0.0001)
18	Unit Rate Q4	(cents/m ³)	0.0026	0.0001	0.0001	0.0001	0.0001
19	Total Unit Rate - Prospective Recovery	(cents/m ³)	0.0012	(0.0013)	(0.0013)	0.0003	(0.0000)

Notes:

- (1) EB-2009-0313, Working Papers, Schedule 2.
- (2) EB-2009-0410, Working Papers, Schedule 2.
- (3) EB-2010-0040, Working Papers, Schedule 2.
- (4) EB-2010-0201, Working Papers, Schedule 2.

UNION GAS LIMITED
R20, M1, M2, M4, M5A, M7, M9 - Load Balancing (Deferral Account 179-107)
Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2009		Year 2010		
			Jul Q3	Oct Q4 (1)	Jan Q1 (2)	Apr Q2 (3)	Jul Q3 (4)
			(a)	(b)	(c)	(d)	(e)
Deferral Amounts for Recovery							
Change in 12-month deferral account projection:							
1	12-month projection from current QRAM application	(\$000's)	-	-	-	-	-
2	Less: 12-month projection from previous QRAM application	(\$000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	(\$000's)	-	-	-	-	-
Previous Quarter: True-up of deferral balances							
4	Actual deferral balances	(\$000's)	3	3	2	1	2
5	Current projected deferral amounts	(\$000's)	3	1	1	2	2
6	Less: Previous projection included in recovery	(\$000's)	5	3	1	1	2
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	1	2	2	2	2
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	1	2	2	2	2
Previous Quarter: True-up of Prospective Recovery Amounts							
Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:							
9	Forecast prospective recovery amount	(\$000's)	74	21	6	(5)	(10)
10	Less: Actual prospective recovery amount	(\$000's)	79	24	7	(5)	(11)
11	Variance (Line 10 - Line 11)	(\$000's)	(4)	(3)	(1)	0	1
12	Total Amount for Prospective Recovery (Line 8 + Line 12)	(\$000's)	(4)	(1)	1	2	3
13	Forecast - 12 month volume	(10 ³ m ³)	4,814,747	4,791,131	4,757,383	4,901,809	4,957,278
14	Unit Rate	(cents/m ³)	(0.0001)	(0.0000)	0.0000	0.0000	0.0001
Summary of Unit Rates							
15	Unit Rate Q1	(cents/m ³)	0.0001	0.0001	0.0000	0.0000	0.0000
16	Unit Rate Q2	(cents/m ³)	(0.0004)	(0.0004)	(0.0004)	0.0000	0.0000
17	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m ³)	(0.0001)	(0.0001)	(0.0001)	(0.0001)	0.0001
18	Unit Rate Q4	(cents/m ³)	0.0026	(0.0000)	(0.0000)	(0.0000)	(0.0000)
19	Total Unit Rate - Prospective Recovery	(cents/m ³)	0.0022	(0.0004)	(0.0005)	(0.0000)	0.0001

Notes:

- (1) EB-2009-0313, Working Papers, Schedule 2.
- (2) EB-2009-0410, Working Papers, Schedule 2.
- (3) EB-2010-0040, Working Papers, Schedule 2.
- (4) EB-2010-0040, Working Papers, Schedule 2.

UNION GAS LIMITED
Spot Gas Purchases (Deferral Account 179-107)
Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars	Units	Year 2009		Year 2010		
			Jul Q3 (a)	Oct Q4 (1) (b)	Jan Q1 (2) (c)	Apr Q2 (3) (d)	Jul Q3 (4) (e)
	<u>Deferral Amounts for Recovery</u>						
1	Change in 12-month deferral account projection:						
	12-month projection from current QRAM application	(\$000's)	-	-	-	-	-
2	Less: 12-month projection from previous QRAM application	(\$000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	(\$000's)	-	-	-	-	-
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	(\$000's)	(4,559)	(14)	(8)	(5)	(3)
5	Current projected deferral amounts	(\$000's)	(9)	(4)	(4)	(2)	1
6	Less: Previous projection included in recovery	(\$000's)	(4,509)	(9)	(4)	(4)	(2)
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(59)	(9)	(8)	(3)	-
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(59)	(9)	(8)	(3)	-
9	Cumulative Deferral Amounts for Recovery	(\$000's)	(5,795)	(5,804)	(5,812)	(5,815)	(5,815)
	<u>Previous Quarter: True-up of Prospective Recovery Amounts</u>						
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
10	Forecast prospective recovery amount	(\$000's)	(488)	(573)	(665)	(1,477)	(2,709)
11	Less: Actual prospective recovery amount	(\$000's)	(603)	(638)	(765)	(1,695)	(2,992)
12	Variance (Line 10 - Line 11)	(\$000's)	114	66	100	218	283
13	Total Amount for Prospective Recovery (Line 8 + Line 12)	(\$000's)	55	56	92	215	283
14	Forecast - 12 month sales service volume	(10 ³ m ³)	634,881	633,532	630,980	664,850	790,322
15	Unit Rate	(cents/m ³)	0.0087	0.0089	0.0146	0.0324	0.0359
	<u>Summary of Unit Rates</u>						
16	Unit Rate Q1	(cents/m ³)	-	-	0.0146	0.0146	0.0146
17	Unit Rate Q2	(cents/m ³)	(0.9495)	(0.9495)	(0.9495)	0.0324	0.0324
18	Unit Rate Q3 Expiring rider replaced by new rider	(cents/m ³)	0.0087	0.0087	0.0087	0.0087	0.0359
19	Unit Rate Q4	(cents/m ³)	-	0.0089	0.0089	0.0089	0.0089
20	Total Unit Rate - Prospective Recovery	(cents/m ³)	(0.9408)	(0.9319)	(0.9173)	0.0646	0.0918

Notes:

- (1) EB-2009-0313, Tab 2, Schedule 2, Column (g).
(2) EB-2009-0410, Tab 2, Schedule 2, Column (g).
(3) EB-2010-0040, Tab 2, Schedule 2, Column (g).
(4) EB-2010-0201, Tab 2, Schedule 2, Column (g).

UNION GAS LIMITED
Derivation of Unit Rate Changes related to Gas Costs in Distribution Rates
effective July 1, 2010

Line No	Derivation of Amounts for Recovery		
	<u>Change in Gas Cost:</u>		
1	Ontario Landed Reference Price as per EB-2010-0201	(\$/10 ³ m ³)	230,945
2	Ontario Landed Reference Price as per EB-2010-0040	(\$/10 ³ m ³)	267,657
3	Change in Gas Cost (line 1 - line 2)	(\$/10 ³ m ³)	(36,711)
4	Fuel and UFG volume 2007 approved	(10 ³ m ³)	91,291
5	Amount for Recovery - Fuel & UFG (line 3 x line 4)	(\$000's)	(3,351)
6	Average Gas in Inventory 2007 approved	(10 ³ m ³)	539,876
7	Change in Gas Costs related to Inventory (line 3 x line 6)	(\$000's)	(19,820)
8	Composite Rate of Return		5.65% (1)
9	Amount for Recovery - Gas in Storage (line 7 x line 8)	(\$000's)	(1,119)
10	Total Gas Cost Change to Distribution Rates (line 5 + line 9)	(\$000's)	(4,470)

Derivation of Unit Rate Changes by Rate Class										
Rate Class		Fuel & Unaccounted for Gas			Gas in Storage Carrying Costs			Total Gas Cost Change to Distribution Rates (\$000's) (g) = (c+f)	2010 Annual Distribution Volume (4) (10 ³ m ³) (h)	Unit Rate Change (5) (cents/m ³) (i) = (g/h)
		Cost Allocation (2) (\$000's) (a)	Allocation Factor (%) (b)	Amount for Recovery (\$000's) (c)	Cost Allocation (3) (\$000's) (d)	Allocation Factor (%) (e)	Amount for Recovery (\$000's) (f)			
11	M1	8,829	35.08%	(1,176)	58,368	54.74%	(613)	(1,788)	2,765,410	(0.0647)
12	M2	5,467	21.73%	(728)	14,786	13.87%	(155)	(883)	1,073,198	(0.0823)
13	M4	1,647	6.55%	(219)	3,398	3.19%	(36)	(255)	473,628	(0.0538)
14	M5 F/I	1,376	5.47%	(183)	2,759	2.59%	(29)	(212)	383,809	(0.0553)
15	M7 F/I	973	3.87%	(130)	2,168	2.03%	(23)	(152)	281,914	(0.0540)
16	M9	94	0.37%	(13)	471	0.44%	(5)	(17)	24,506	(0.0712)
17	M10	-	0.00%	-	6	0.01%	(0)	(0)	202	(0.0312)
18	T1 F/I	-	0.00%	-	-	0.00%	-	-	(5)	
19	T3	-	0.00%	-	-	0.00%	-	-	(5)	
20	M12	-	0.00%	-	-	0.00%	-	-	(5)	
21	M13	340	1.35%	(45)	-	0.00%	-	(45)	(5)	
22	M16	244	0.97%	(33)	-	0.00%	-	(33)	(5)	
23	C1	-	0.00%	-	-	0.00%	-	-	(5)	
24	Rate 01	3,555	14.13%	(473)	17,461	16.38%	(183)	(657)	873,086	(0.0752)
25	Rate 10	707	2.81%	(94)	5,589	5.24%	(59)	(153)	400,382	(0.0382)
26	Rate 20	132	0.52%	(18)	704	0.66%	(7)	(25)	530,768	(0.0047)
27	Rate 100	1,801	7.16%	(240)	913	0.86%	(10)	(249)	2,271,427	(0.0110)
28	Rate 25	-	0.00%	-	-	0.00%	-	-		
29	Rate 77	-	0.00%	-	-	0.00%	-	-		
30	Total	25,166	100.00%	(3,351)	106,624	100.00%	(1,119)	(4,470)		

Notes

(1) Calculation of the Composite Return

Common Equity (after tax)	36.00%	8.54%	3.07%
Gross-Up for tax (@ 34.06%)			1.59%
Common Equity (pre-tax)			4.66%
Short-Term Debt	64.00%	1.55%	0.99%
Composite Rate of Return			5.65%

- (2) EB-2005-0520, Decision Cost Study, Operating Expenses, A. Cost of Gas & Production, Other Supplies - UFG, pages 13-16, and EB-2005-0520, Decision Cost Study, Operating Expenses, C. Underground Storage & D. Transmission, Compressor Fuel, pages 13-16
- (3) EB-2005-0520, Storage Excluding Dehydrator Space, Working Capital, Gas in Storage, Pages 10-12
- (4) EB-2009-0275, Rate Order, Working Papers, Schedule 4, Column (x)
- (5) Union supplied fuel (USF) rate changes for Rates T1, T3, M12, M13, M16 and C1 are based on approved 2010 fuel ratios and proposed Ontario Landed Reference Price. Changes in Union-supplied fuel rates for Rate T1, T3, M12, M13, M16 and C1 are presented at Appendix A, Schedule "C", and Working Papers, Schedule 1, Page 6.

UNION GAS LIMITED
Southern Operations Area
General Service Customer Bill Impacts

Line No.		Rate M1 - Residential (Annual Consumption of 2600 m³)			Rate M2 - Commercial (Annual Consumption of 73000 m³)		
		EB-2010-0040 Approved 01-Apr-10 Total Bill (\$) (1) (a)	EB-2010-0201 Proposed 01-Jul-10 Total Bill (\$) (1) (b)	Impact (\$) (c) = (b) - (a)	EB-2010-0040 Approved 01-Apr-10 Total Bill (\$) (1) (d)	EB-2010-0201 Proposed 01-Jul-10 Total Bill (\$) (1) (e)	Impact (\$) (f) = (e) - (d)
	<u>Delivery Charges</u>						
1	Monthly Charge	228.00	228.00	-	840.00	840.00	-
2	Delivery Commodity Charge	104.58	102.88	(1.70)	2,593.04	2,532.98	(60.06)
3	Prospective Recovery - Delivery	- (2)	- (3)	-	- (2)	0.06 (3)	0.06
4	Storage Services	25.80	25.80	-	533.26	533.26	-
5	Total Delivery Charge	358.38	356.68	(1.70)	3,966.30	3,906.30	(60.00)
	<u>Supply Charges</u>						
6	Transportation to Union	113.50	124.10	10.60	3,186.74	3,484.14	297.40
7	Commodity & Fuel	543.38	447.93	(95.45)	15,256.92	12,577.02	(2,679.90)
8	Prospective Recovery - Commodity & Fuel	(161.79) (4)	(107.57) (5)	54.22	(4,542.21) (4)	(3,020.22) (5)	1,521.99
9	Subtotal	381.59	340.36	(41.23)	10,714.71	9,556.80	(1,157.91)
10	Total Gas Supply Charge	495.09	464.46	(30.63)	13,901.45	13,040.94	(860.51)
11	Total Bill	853.47	821.14	(32.33)	17,867.75	16,947.24	(920.51)
12	Impacts for Customer Notices - Sales (line 11)			(32.33)			(920.51)
13	Impacts for Customer Notices - Direct Purchase (line 5)			(1.70)			(60.00)

Notes:

- (1) Excludes temporary charges/(credits).
(2) Prospective recovery charge of 0.0000 cents/m³ for 12 months.
(3) Prospective recovery charge of 0.0001 cents/m³ for 12 months.
(4) Prospective recovery credit of (6.2222) cents/m³ for 12 months.
(5) Prospective recovery credit of (4.1373) cents/m³ for 12 months.

UNION GAS LIMITED
Northern & Eastern Operations Area
General Service Customer Bill Impacts

Line No.		(Fort Frances) Rate 01 - Residential (Annual Consumption of 2600 m³)			(Western) Rate 01 - Residential (Annual Consumption of 2600 m³)		
		EB-2010-0040 Approved 01-Apr-10 Total Bill (\$) (1)	EB-2010-0201 Proposed 01-Jul-10 Total Bill (\$) (1)	Impact (\$) (c) = (b) - (a)	EB-2010-0040 Approved 01-Apr-10 Total Bill (\$) (1)	EB-2010-0201 Proposed 01-Jul-10 Total Bill (\$) (1)	Impact (\$) (f) = (e) - (d)
		(a)	(b)		(d)	(e)	
	<u>Delivery Charges</u>						
1	Monthly Charge	228.00	228.00	-	228.00	228.00	-
2	Delivery Commodity Charge	207.44	205.49	(1.95)	207.44	205.49	(1.95)
3	Total Delivery Charge	435.44	433.49	(1.95)	435.44	433.49	(1.95)
	<u>Supply Charges</u>						
4	Transportation to Union	112.39	112.39	-	120.57	120.57	-
5	Prospective Recovery - Transportation	2.48 (2)	1.38 (3)	(1.10)	2.48 (2)	1.38 (3)	(1.10)
6	Storage Services	49.33	49.33	-	49.28	49.28	-
7	Prospective Recovery - Storage	-	-	-	-	-	-
8	Subtotal	164.20	163.10	(1.10)	172.33	171.23	(1.10)
9	Commodity & Fuel	533.31	439.79	(93.52)	536.14	442.11	(94.03)
10	Prospective Recovery - Commodity & Fuel	(209.47) (4)	(134.11) (5)	75.36	(209.47) (4)	(134.11) (5)	75.36
11	Subtotal	323.84	305.68	(18.16)	326.67	308.00	(18.67)
12	Total Gas Supply Charge	488.04	468.78	(19.26)	499.00	479.23	(19.77)
13	Total Bill	923.48	902.27	(21.21)	934.44	912.72	(21.72)
14	Impacts for Customer Notices - Sales (line 13)			(21.21)			(21.72)
15	Impacts for Customer Notices - Direct Purchase (line 3 + line 8)			(3.05)			(3.05)

Notes:

- (1) Excludes temporary charges/(credits).
(2) Prospective recovery charge of 0.0959 cents/m³ for 12 months.
(3) Prospective recovery charge of 0.0534 cents/m³ for 12 months.
(4) Prospective recovery credit of (8.0565) cents/m³ for 12 months.
(5) Prospective recovery credit of (5.1586) cents/m³ for 12 months.

UNION GAS LIMITED
Northern & Eastern Operations Area
General Service Customer Bill Impacts

Line No.		(Northern) Rate 01 - Residential (Annual Consumption of 2600 m³)			(Eastern) Rate 01 - Residential (Annual Consumption of 2600 m³)		
		EB-2010-0040 Approved 01-Apr-10 Total Bill (\$) (1) (a)	EB-2010-0201 Proposed 01-Jul-10 Total Bill (\$) (1) (b)	Impact (\$) (c) = (b) - (a)	EB-2010-0040 Approved 01-Apr-10 Total Bill (\$) (1) (d)	EB-2010-0201 Proposed 01-Jul-10 Total Bill (\$) (1) (e)	Impact (\$) (f) = (e) - (d)
	<u>Delivery Charges</u>						
1	Monthly Charge	228.00	228.00	-	228.00	228.00	-
2	Delivery Commodity Charge	207.28	205.35	(1.93)	206.93	204.97	(1.96)
3	Total Delivery Charge	435.28	433.35	(1.93)	434.93	432.97	(1.96)
	<u>Supply Charges</u>						
4	Transportation to Union	146.17	146.17	-	168.04	168.04	-
5	Prospective Recovery - Transportation	2.50 (2)	1.39 (3)	(1.11)	2.50 (2)	1.39 (3)	(1.11)
6	Storage Services	59.38	59.38	-	67.52	67.52	-
7	Prospective Recovery - Storage	-	-	-	-	-	-
8	Subtotal	208.05	206.94	(1.11)	238.06	236.95	(1.11)
9	Commodity & Fuel	540.03	445.22	(94.81)	543.40	447.95	(95.45)
10	Prospective Recovery - Commodity & Fuel	(209.47) (4)	(134.12) (5)	75.35	(209.48) (4)	(134.14) (5)	75.34
11	Subtotal	330.56	311.10	(19.46)	333.92	313.81	(20.11)
12	Total Gas Supply Charge	538.61	518.04	(20.57)	571.98	550.76	(21.22)
13	Total Bill	973.89	951.39	(22.50)	1,006.91	983.73	(23.18)
14	Impacts for Customer Notices - Sales (line 13)			(22.50)			(23.18)
15	Impacts for Customer Notices - Direct Purchase (line 3 + line 8)			(3.04)			(3.07)

Notes:

- (1) Excludes temporary charges/(credits).
(2) Prospective recovery charge of 0.0959 cents/m³ for 12 months.
(3) Prospective recovery charge of 0.0534 cents/m³ for 12 months.
(4) Prospective recovery credit of (8.0565) cents/m³ for 12 months.
(5) Prospective recovery credit of (5.1586) cents/m³ for 12 months.

UNION GAS LIMITED
Northern & Eastern Operations Area
General Service Customer Bill Impacts

Line No.		(Fort Frances) Rate 10 - Commercial / Industrial (Annual Consumption of 93000 m³)			(Western) Rate 10 - Commercial / Industrial (Annual Consumption of 93000 m³)		
		EB-2010-0040 Approved 01-Apr-10 Total Bill (\$) (1) (a)	EB-2010-0201 Proposed 01-Jul-10 Total Bill (\$) (1) (b)	Impact (\$) (c) = (b) - (a)	EB-2010-0040 Approved 01-Apr-10 Total Bill (\$) (1) (d)	EB-2010-0201 Proposed 01-Jul-10 Total Bill (\$) (1) (e)	Impact (\$) (f) = (e) - (d)
	<u>Delivery Charges</u>						
1	Monthly Charge	840.00	840.00	-	840.00	840.00	-
2	Delivery Commodity Charge	5,376.22	5,340.72	(35.50)	5,376.22	5,340.72	(35.50)
3	Total Delivery Charge	6,216.22	6,180.72	(35.50)	6,216.22	6,180.72	(35.50)
	<u>Supply Charges</u>						
4	Transportation to Union	3,697.38	3,697.38	-	3,989.70	3,989.70	-
5	Prospective Recovery - Transportation	89.55 (2)	49.67 (3)	(39.88)	89.55 (2)	49.67 (3)	(39.88)
6	Storage Services	1,129.13	1,129.13	-	1,126.97	1,126.97	-
7	Prospective Recovery - Storage	-	-	-	-	-	-
8	Subtotal	4,916.06	4,876.18	(39.88)	5,206.22	5,166.34	(39.88)
9	Commodity & Fuel	19,076.23	15,731.24	(3,344.99)	19,177.62	15,813.91	(3,363.71)
10	Prospective Recovery - Commodity & Fuel	(7,492.53) (4)	(4,797.49) (5)	2,695.04	(7,492.53) (4)	(4,797.49) (5)	2,695.04
11	Subtotal	11,583.70	10,933.75	(649.95)	11,685.09	11,016.42	(668.67)
12	Total Gas Supply Charge	16,499.76	15,809.93	(689.83)	16,891.31	16,182.76	(708.55)
13	Total Bill	22,715.98	21,990.65	(725.33)	23,107.53	22,363.48	(744.05)
14	Impacts for Customer Notices - Sales (line 13)			(725.33)			(744.05)
15	Impacts for Customer Notices - Direct Purchase (line 3 + line 8)			(75.38)			(75.38)

Notes:

- (1) Excludes temporary charges/(credits).
(2) Prospective recovery charge of 0.0963 cents/m³ for 12 months.
(3) Prospective recovery charge of 0.0534 cents/m³ for 12 months.
(4) Prospective recovery credit of (8.0565) cents/m³ for 12 months.
(5) Prospective recovery credit of (5.1586) cents/m³ for 12 months.

UNION GAS LIMITED
Northern & Eastern Operations Area
General Service Customer Bill Impacts

Line No.		(Northern) Rate 10 - Commercial / Industrial (Annual Consumption of 93000 m³)			(Eastern) Rate 10 - Commercial / Industrial (Annual Consumption of 93000 m³)		
		EB-2010-0040 Approved 01-Apr-10 Total Bill (\$) (1) (a)	EB-2010-0201 Proposed 01-Jul-10 Total Bill (\$) (1) (b)	Impact (\$) (c) = (b) - (a)	EB-2010-0040 Approved 01-Apr-10 Total Bill (\$) (1) (d)	EB-2010-0201 Proposed 01-Jul-10 Total Bill (\$) (1) (e)	Impact (\$) (f) = (e) - (d)
	<u>Delivery Charges</u>						
1	Monthly Charge	840.00	840.00	-	840.00	840.00	-
2	Delivery Commodity Charge	5,370.38	5,334.83	(35.55)	5,385.45	5,349.91	(35.54)
3	Total Delivery Charge	6,210.38	6,174.83	(35.55)	6,225.45	6,189.91	(35.54)
	<u>Supply Charges</u>						
4	Transportation to Union	4,905.65	4,905.65	-	5,687.33	5,687.33	-
5	Prospective Recovery - Transportation	89.54 (2)	49.66 (3)	(39.88)	89.56 (2)	49.66 (3)	(39.90)
6	Storage Services	1,488.92	1,488.92	-	1,780.86	1,780.86	-
7	Prospective Recovery - Storage	-	-	-	-	-	-
8	Subtotal	6,484.11	6,444.23	(39.88)	7,557.75	7,517.85	(39.90)
9	Commodity & Fuel	19,316.00	15,925.70	(3,390.30)	19,436.90	16,022.77	(3,414.13)
10	Prospective Recovery - Commodity & Fuel	(7,492.54) (4)	(4,797.50) (5)	2,695.04	(7,492.56) (4)	(4,797.52) (5)	2,695.04
11	Subtotal	11,823.46	11,128.20	(695.26)	11,944.34	11,225.25	(719.09)
12	Total Gas Supply Charge	18,307.57	17,572.43	(735.14)	19,502.09	18,743.10	(758.99)
13	Total Bill	24,517.95	23,747.26	(770.69)	25,727.54	24,933.01	(794.53)
14	Impacts for Customer Notices - Sales (line 13)			(770.69)			(794.53)
15	Impacts for Customer Notices - Direct Purchase (line 3 + line 8)			(75.43)			(75.44)

Notes:

- (1) Excludes temporary charges/(credits).
(2) Prospective recovery charge of 0.0963 cents/m³ for 12 months.
(3) Prospective recovery charge of 0.0534 cents/m³ for 12 months.
(4) Prospective recovery credit of (8.0565) cents/m³ for 12 months.
(5) Prospective recovery credit of (5.1586) cents/m³ for 12 months.

UNION GAS LIMITED
Prospective Recovery - Commodity Unit Rates

Line No.	Particulars	Incremental Amount for Prospective Recovery (1) (\$000's) (a)	Forecast Sales Service Billing Units (2) (10 ³ m ³) (b)	Proposed Incremental Prospective Recovery Unit Rate (cents/m ³) (c) = (a) / (b) x 100
<u>Northern and Eastern Operations Area</u>				
1	North Purchase Gas Variance Account (NPGVA)	(11,436)	790,322	(1.4471)
2	Inventory Revaluations	4,621	790,322	0.5847
3	Spot Gas	283	790,322	0.0359
4	Fuel	474	790,322	0.0600
5	Total Northern Commodity	<u>(6,058)</u>		<u>(0.7665)</u>
<u>Southern Operations Area</u>				
6	South Purchase Gas Variance Account (SPGVA)	(18,345)	2,608,573	(0.7033)
7	Inventory Revaluations	15,253	2,608,573	0.5847
8	Spot Gas	-	2,608,573	-
9	Total Southern Commodity	<u>(3,093)</u>		<u>(0.1186)</u>
10	Total	<u><u>(9,150)</u></u>		

Notes:

- (1) Tab 2, Schedule 2.
(2) Forecast volumes for the 12 month period: July 1, 2010 to June 30, 2011.

UNION GAS LIMITED
Prospective Recovery - Transportation Unit Rates

Line No.	Particulars	Incremental Amount for Prospective Recovery (\$000's) (a)	Forecast Firm Bundled Billing Units (3) (10 ³ m ³) (b)	Proposed Incremental Prospective Recovery Unit Rate (cents/m ³) (c) = (a) / (b) x 100
	<u>Northern and Eastern Operations Area</u>			
1	TCPL Tolls and LBA - Transportation R01, R10, R20	(807) (1)	1,401,468	(0.0576)
	Load balancing			
2	R01	0 (2)	913,660	0.0000
3	R10	(0) (2)	348,544	(0.0001)
4	R20	0 (2)	139,264	0.0001
5	Total	<u>(808)</u>		

Notes:

- (1) Tab 2, Schedule 2.
- (2) Working Papers, Schedule 2, Column (i).
- (3) Forecast volumes for the 12 month period: July 1, 2010 to June 30, 2011.

UNION GAS LIMITED
Prospective Recovery - Delivery Unit Rates

Line No.	Particulars	Incremental Amount for Prospective Recovery (1) (\$000's) (a)	Forecast Delivery Billing Units (2) (10 ³ m ³) (b)	Proposed Incremental Prospective Recovery Unit Rate (cents/m ³) (c) = (a) / (b) x 100
	<u>Southern Operations Area</u>			
1	Load Balancing	2	4,818,013	0.0001
2	Total	<u><u>2</u></u>		

Notes:

- (1) Working Papers, Schedule 2, Column (i).
 (2) Forecast volumes for the 12 month period: July 1, 2010 to June 30, 2011.

EB-2010-0201
Index of Appendices

Appendix A	Summary of Changes to Sales Rates
Appendix B	Rate Schedules
Appendix C	Summary of Average Rate and Price Adjustment Changes for Rates 25, M5A, M7 and T1
Appendix D	Customer Notices

UNION GAS LIMITED
Northern & Eastern Operations Area
Summary of Changes to Sales Rates
Rate 01A - Small Volume General Firm Service

Line No.	Particulars (cents/m ³)	EB-2010-0040 Approved April 1, 2010 Rate (c)	Rate Change (b)	EB-2010-0201 Approved July 1, 2010 Rate (c)
1	Monthly Charge - All Zones	\$19.00		\$19.00
	Monthly Delivery Charge - All Zones			
2	First 100 m ³	8.3587	(0.0752)	8.2835
3	Next 200 m ³	7.8029	(0.0752)	7.7277
4	Next 200 m ³	7.4079	(0.0752)	7.3327
5	Next 500 m ³	7.0454	(0.0752)	6.9702
6	Over 1,000 m ³	6.7460	(0.0752)	6.6708
7	Delivery - Price Adjustment (All Volumes)	-		-
	Gas Transportation Service			
8	Fort Frances	4.3232		4.3232
9	Western Zone	4.6375		4.6375
10	Northern Zone	5.6223		5.6223
11	Eastern Zone	6.4628		6.4628
12	Transportation - Price Adjustment (All Zones)	0.0959 (1)	(0.0425)	0.0534 (2)
	Storage Service			
13	Fort Frances	1.8981		1.8981
14	Western Zone	1.8957		1.8957
15	Northern Zone	2.2838		2.2838
16	Eastern Zone	2.5971		2.5971
17	Storage - Price Adjustment (All Zones)	-		-
	Commodity Cost of Gas and Fuel			
18	Fort Frances	20.5121	(3.5968)	16.9153
19	Western Zone	20.6211	(3.6169)	17.0042
20	Northern Zone	20.7699	(3.6455)	17.1244
21	Eastern Zone	20.8999	(3.6711)	17.2288
22	Commodity and Fuel - Price Adjustment (All Zones)	(8.0565) (3)	2.8979	(5.1586) (4)

Notes:

- (1) Includes Prospective Recovery of (0.0151), (0.0493), 0.1502, and 0.0100 cents/m³.
(2) Includes Prospective Recovery of (0.0493), 0.1502, 0.0100, and (0.0576) cents/m³.
(3) Includes Prospective Recovery of (3.6644), (2.2938), (1.8600), and (0.2383) cents/m³.
(4) Includes Prospective Recovery of (2.2938), (1.8600), (0.2383), and (0.7665) cents/m³.

UNION GAS LIMITED
Northern & Eastern Operations Area
Summary of Changes to Sales Rates
Rate 10 - Large Volume General Firm Service

Line No.	Particulars (cents/m ³)	EB-2010-0040 Approved April 1, 2010	Rate Change (b)	EB-2010-0201 Approved July 1, 2010
		Rate (c)		Rate (c)
1	Monthly Charge - All Zones	\$70.00		\$70.00
	Monthly Delivery Charge - All Zones			
2	First 1,000 m ³	7.1827	(0.0382)	7.1445
3	Next 9,000 m ³	5.6970	(0.0382)	5.6588
4	Next 20,000 m ³	4.8498	(0.0382)	4.8116
5	Next 70,000 m ³	4.3074	(0.0382)	4.2692
6	Over 100,000 m ³	2.2526	(0.0382)	2.2144
7	Delivery - Price Adjustment (All Volumes)	-		-
	Gas Transportation Service			
8	Fort Frances	3.9757		3.9757
9	Western Zone	4.2900		4.2900
10	Northern Zone	5.2749		5.2749
11	Eastern Zone	6.1154		6.1154
12	Transportation - Price Adjustment (All Zones)	0.0963 (1)	(0.0429)	0.0534 (2)
	Storage Service			
13	Fort Frances	1.2141		1.2141
14	Western Zone	1.2118		1.2118
15	Northern Zone	1.6010		1.6010
16	Eastern Zone	1.9149		1.9149
17	Storage - Price Adjustment (All Zones)	-		-
	Commodity Cost of Gas and Fuel			
18	Fort Frances	20.5121	(3.5968)	16.9153
19	Western Zone	20.6211	(3.6169)	17.0042
20	Northern Zone	20.7699	(3.6455)	17.1244
21	Eastern Zone	20.8999	(3.6711)	17.2288
22	Commodity and Fuel - Price Adjustment (All Zones)	(8.0565) (3)	2.8979	(5.1586) (4)

Notes:

- (1) Includes Prospective Recovery of (0.0148), (0.0492), 0.1503, and 0.0100 cents/m³.
(2) Includes Prospective Recovery of (0.0492), 0.1503, 0.0100, and (0.0576) cents/m³.
(3) Includes Prospective Recovery of (3.6644), (2.2938), (1.8600), and (0.2383) cents/m³.
(4) Includes Prospective Recovery of (2.2938), (1.8600), (0.2383), and (0.7665) cents/m³.

UNION GAS LIMITED
Northern & Eastern Operations Area
Summary of Changes to Sales Rates
Rate 20 - Medium Volume Firm Service

Line No.	Particulars (cents/m ³)	EB-2010-0040 Approved April 1, 2010	Rate Change (b)	EB-2010-0201 Approved July 1, 2010
		Rate (c)		Rate (c)
1	Monthly Charge	\$786.62		\$786.62
	Delivery Demand Charge			
2	First 70,000 m ³	20.3304		20.3304
3	All over 70,000 m ³	11.9553		11.9553
	Delivery Commodity Charge			
4	First 852,000 m ³	0.3437	(0.0047)	0.3390
5	All over 852,000 m ³	0.2515	(0.0047)	0.2468
	Monthly Gas Supply Demand Charge			
6	Fort Frances	34.7281		34.7281
7	Western Zone	40.4972		40.4972
8	Northern Zone	64.2825		64.2825
9	Eastern Zone	84.2670		84.2670
10	Gas Supply Demand - Price Adjustment (All Zones)	-		-
	Commodity Transportation 1			
11	Fort Frances	3.2962		3.2962
12	Western Zone	3.4210		3.4210
13	Northern Zone	3.9699		3.9699
14	Eastern Zone	4.4313		4.4313
15	Transportation 1 - Price Adjustment (All Zones)	0.0960 (1)	(0.0426)	0.0534 (2)
	Commodity Transportation 2			
16	Fort Frances	0.1258		0.1258
17	Western Zone	0.1234		0.1234
18	Northern Zone	0.1930		0.1930
19	Eastern Zone	0.2528		0.2528
	Commodity Cost of Gas and Fuel			
20	Fort Frances	20.5977	(3.6120)	16.9857
21	Western Zone	20.7072	(3.6322)	17.0750
22	Northern Zone	20.8566	(3.6609)	17.1957
23	Eastern Zone	20.9871	(3.6866)	17.3005
24	Commodity and Fuel - Price Adjustment (All Zones)	(8.0565) (3)	2.8979	(5.1586) (4)
	Bundled Storage Service (\$/GJ)			
25	Monthly Demand Charge	11.251		11.251
26	Commodity Charge	0.242		0.242
27	Storage Demand - Price Adjustment	-		-

Notes:

- (1) Includes Prospective Recovery of (0.0150), (0.0493), 0.1502, and 0.0100 cents/m³.
(2) Includes Prospective Recovery of (0.0493), 0.1502, 0.0100, and (0.0576) cents/m³.
(3) Includes Prospective Recovery of (3.6644), (2.2938), (1.8600), and (0.2383) cents/m³.
(4) Includes Prospective Recovery of (2.2938), (1.8600), (0.2383), and (0.7665) cents/m³.

UNION GAS LIMITED
Northern & Eastern Operations Area
Summary of Changes to Sales Rates
Rate 100 - Large Volume High Load Factor Firm Service

Line No.	Particulars (cents/m ³)	EB-2010-0040 Approved April 1, 2010 Rate (c)	Rate Change (b)	EB-2010-0201 Approved July 1, 2010 Rate (c)
1	Monthly Charge	\$786.62		\$786.62
2	Delivery Demand Charge All Zones	12.0286		12.0286
3	Delivery Commodity Charge All Zones	0.2102	(0.0110)	0.1993
4	Monthly Gas Supply Demand Charge Fort Frances	63.7749		63.7749
5	Western Zone	70.5057		70.5057
6	Northern Zone	98.2553		98.2553
7	Eastern Zone	121.5703		121.5703
8	Commodity Transportation 1 Fort Frances	5.8480		5.8480
9	Western Zone	5.9416		5.9416
10	Northern Zone	6.3533		6.3533
11	Eastern Zone	6.6993		6.6993
12	Commodity Transportation 2 Fort Frances	0.1258		0.1258
13	Western Zone	0.1234		0.1234
14	Northern Zone	0.1930		0.1930
15	Eastern Zone	0.2528		0.2528
16	Commodity Cost of Gas and Fuel Fort Frances	20.5977	(3.6120)	16.9857
17	Western Zone	20.7072	(3.6322)	17.0750
18	Northern Zone	20.8566	(3.6609)	17.1957
19	Eastern Zone	20.9871	(3.6866)	17.3005
20	Commodity and Fuel - Price Adjustment (All Zones)	(8.0565) (1)	2.8979	(5.1586) (2)
21	Bundled Storage Service (\$/GJ) Monthly Demand Charge	11.251		11.251
22	Commodity Charge	0.242		0.242
23	Storage Demand - Price Adjustment	-		-

Notes:

(1) Includes Prospective Recovery of (3.6644), (2.2938), (1.8600), and (0.2383) cents/m³.

(2) Includes Prospective Recovery of (2.2938), (1.8600), (0.2383), and (0.7665) cents/m³.

UNION GAS LIMITED
Northern & Eastern Operations Area
Summary of Changes to Sales Rates

Line No.	Particulars (cents/m ³)	EB-2010-0040	Rate Change (b)	EB-2010-0201
		Approved April 1, 2010 Rate (c)		Approved July 1, 2010 Rate (c)
	<u>Rate 25 - Large Volume Interruptible Service</u>			
1	Monthly Charge	\$191.61		\$191.61
	Delivery Charge - All Zones *			
2	Maximum	4.4426	(0.0343)	4.4083
	Gas Supply Charges - All Zones			
3	Minimum	14.3135		14.3135
4	Maximum	140.5622		140.5622
	<u>Rate 77 - Wholesale Transportation Service</u>			
5	Monthly Charge	\$146.23		\$146.23
6	Delivery Demand Charge - All Zones	28.7591		28.7591

* see Appendix C

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Sales Rates

Line No.	Particulars (cents/m ³)	EB-2010-0040 Approved April 1, 2010 Rate (c)	Rate Change (b)	EB-2010-0201 Approved July 1, 2010 Rate (c)
	<u>Utility Sales</u>			
1	Commodity and Fuel	20.8999	(3.6711)	17.2288
2	Commodity and Fuel - Price Adjustment	(6.2222) (1)	2.0849	(4.1373) (2)
3	Transportation	4.3654	0.4074	4.7728
4	Total Gas Supply Commodity Charge	19.0431	(1.1788)	17.8643
	<u>M4 Firm Commercial/Industrial</u>			
5	Minimum annual gas supply commodity charge	5.2344	0.3056	5.5400
	<u>M5A Interruptible Commercial/Industrial</u>			
6	Minimum annual gas supply commodity charge	5.2344	0.3056	5.5400
	<u>Storage and Transportation Supplemental Services - Rate T1 & T3</u>	<u>\$/GJ</u>		<u>\$/GJ</u>
	Monthly demand charges: (\$/GJ)			
7	Firm gas supply service	47.404		47.404
8	Firm backstop gas	2.636	(0.285)	2.351
	Commodity charges:			
9	Gas supply	5.523	(0.973)	4.550
10	Backstop gas	7.087	(0.883)	6.204
11	Reasonable Efforts Backstop Gas	8.099	(0.882)	7.217
12	Supplemental Inventory	Note (3)		Note (3)
13	Supplemental Gas Sales Service (cents/m ³)	28.6622	(3.5216)	25.1406
14	Failure to Deliver	2.773	(0.0170)	2.756
15	Discretionary Gas Supply Service (DGSS)	Note (4)		Note (4)

Notes:

(1) Includes Prospective Recovery of (2.2035), (2.0414), (1.4799), and (0.4974) cents/m³.

(2) Includes Prospective Recovery of (2.0414), (1.4799), (0.4974), and (0.1186) cents/m³.

(3) The charge for banked gas purchases shall be the higher of the daily spot gas cost at Dawn in the month of or the month following the month in which gas is sold under this rate and shall not be less than Union's approved weighted avg. cost of gas.

(4) Reflects the "back to back" price plus gas supply administration charge.

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Sales Rates

Line No.	Particulars (cents/m ³)	EB-2010-0040 Approved April 1, 2010 Rate (c)	Rate Change (b)	EB-2010-0201 Approved July 1, 2010 Rate (c)
<u>M1 Small Volume General Service Rate</u>				
1	Monthly Charge	\$19.00		\$19.00
2	First 100 m ³	4.2996	(0.0647)	4.2349
3	Next 150 m ³	4.0702	(0.0647)	4.0055
4	All over 250 m ³	3.5274	(0.0647)	3.4627
5	Delivery - Price Adjustment (All Volumes)	(0.0000) (1)	0.0001	0.0001 (2)
6	Storage Service	0.9919		0.9919
7	Storage - Price Adjustment	-		-
<u>M2 Large Volume General Service Rate</u>				
8	Monthly Charge	\$70.00		\$70.00
9	First 1 000 m ³	3.6684	(0.0823)	3.5861
10	Next 6 000 m ³	3.5942	(0.0823)	3.5119
11	Next 13 000 m ³	3.3731	(0.0823)	3.2908
12	All over 20 000 m ³	3.1078	(0.0823)	3.0255
13	Delivery - Price Adjustment (All Volumes)	(0.0000) (1)	0.0001	0.0001 (2)
14	Storage Service	0.7305		0.7305
15	Storage - Price Adjustment	-		-
<u>M4 Firm comm/ind contract rate</u>				
Monthly demand charge:				
16	First 8 450 m ³	45.7485		45.7485
17	Next 19 700 m ³	19.8487		19.8487
18	All over 28 150 m ³	16.4833		16.4833
Monthly delivery commodity charge:				
19	First block	0.8915	(0.0538)	0.8376
20	All remaining use	0.4280	(0.0538)	0.3741
21	Delivery - Price Adjustment (All Volumes)	(0.0000) (1)	0.0001	0.0001 (2)
22	Minimum annual delivery commodity charge	1.2053	(0.0539)	1.1514

Notes:

(1) Includes Prospective Recovery of (0.0001), (0.0000), 0.0000, and 0.0000 cents/m³.

(2) Includes Prospective Recovery of (0.0000), 0.0000, 0.0000, and 0.0001 cents/m³.

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Sales Rates

Line No.	Particulars (cents/m ³)	EB-2010-0040 Approved April 1, 2010 Rate (c)	Rate Change (b)	EB-2010-0201 Approved July 1, 2010 Rate (c)
	<u>M5A interruptible comm/ind contract</u>			
	<u>Firm contracts *</u>			
1	Monthly demand charge	27.7229		27.7229
2	Monthly delivery commodity charge	1.7997	(0.0553)	1.7444
3	Delivery - Price Adjustment (All Volumes)	(0.0000) (1)	0.0001	0.0001 (2)
	<u>Interruptible contracts *</u>			
4	Monthly Charge	\$504.24		\$504.24
	Daily delivery commodity charge:			
5	4 800 m ³ to 17 000 m ³	1.8552	(0.0553)	1.7999
6	17 000 m ³ to 30 000 m ³	1.7253	(0.0553)	1.6700
7	30 000 m ³ to 50 000 m ³	1.6570	(0.0553)	1.6017
8	50 000 m ³ to 70 000 m ³	1.6091	(0.0553)	1.5538
9	70 000 m ³ to 100 000 m ³	1.5748	(0.0553)	1.5195
10	100 000 m ³ to 140 870 m ³	1.5411	(0.0553)	1.4858
11	Delivery - Price Adjustment (All Volumes)	(0.0000) (1)	0.0001	0.0001 (2)
12	Annual minimum delivery commodity charge	2.1690	(0.0553)	2.1137
	<u>M7 Special large volume contract</u>			
	<u>Firm</u>			
13	Monthly demand charge	25.5108		25.5108
14	Monthly delivery commodity charge	0.2782	(0.0540)	0.2242
15	Delivery - Price Adjustment	(0.0000) (1)	0.0001	0.0001 (2)
	<u>Interruptible *</u>			
16	Monthly delivery commodity charge: Maximum	2.6745	(0.0540)	2.6205
17	Delivery - Price Adjustment	(0.0000) (1)	0.0001	0.0001 (2)
	<u>Seasonal *</u>			
18	Monthly delivery commodity charge: Maximum	2.4304	(0.0540)	2.3764
19	Delivery - Price Adjustment	(0.0000) (1)	0.0001	0.0001 (2)
	<u>M9 Large wholesale service</u>			
20	Monthly demand charge	17.0389		17.0389
21	Monthly delivery commodity charge	0.3677	(0.0712)	0.2965
22	Delivery - Price Adjustment	(0.0000) (1)	0.0001	0.0001 (2)
	<u>M10 Small wholesale service</u>			
23	Monthly delivery commodity charge	2.6029	(0.0312)	2.5718

Notes:

(1) Includes Prospective Recovery of (0.0001), (0.0000), 0.0000, and 0.0000 cents/m³

(2) Includes Prospective Recovery of (0.0000), 0.0000, 0.0000, and 0.0001 cents/m³

* Price changes to individual interruptible and seasonal contract rates are provided in Appendix C.

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Contract Carriage Rates

Line No.	Particulars	EB-2010-0040 Approved April 1, 2010 Rate (c)	Rate Change (b)	EB-2010-0201 Approved July 1, 2010 Rate (c)
	<u>Contract Carriage Service</u>			
	<u>T1 Storage and Transportation</u>			
	<u>Storage (\$ / GJ)</u>			
	Monthly demand charges:			
1	Firm space	0.010		0.010
	Firm Injection/Withdrawal Right			
2	Union provides deliverability inventory	1.720	(0.093)	1.626
3	Customer provides deliverability inventory	1.038		1.038
4	Firm incremental injection	1.038		1.038
5	Interruptible withdrawal	1.038		1.038
	Commodity charges:			
6	Withdrawal	0.050	(0.006)	0.044
7	Customer provides compressor fuel	0.007		0.007
8	Injection	0.050	(0.006)	0.044
9	Customer provides compressor fuel	0.007		0.007
10	Storage fuel ratio - customer provides fuel	0.604%		0.604%
	<u>Transportation (cents / m³)</u>			
11	Monthly demand charge first 140,870 m ³	19.1591		19.1591
12	Monthly demand charge all over 140,870 m ³	13.0919		13.0919
	Commodity charges:			
13	Firm- Union provides compressor fuel first 2,360,653 m ³	0.3278	(0.0206)	0.3072
14	Union provides compressor fuel all over 2,360,653 m ³	0.2386	(0.0206)	0.2180
15	Customer provides compressor fuel first 2,360,653 m ³	0.1776		0.1776
16	Customer provides compressor fuel all over 2,360,653 m ³	0.0884		0.0884
	Interruptible: *			
17	Maximum - Union provides compressor fuel	2.6745	(0.0540)	2.6205
18	Maximum - customer provides compressor fuel	2.5244	(0.0334)	2.4909
19	Transportation fuel ratio - customer provides fuel	0.561%		0.561%
	<u>Authorized overrun services</u>			
	<u>Storage (\$ / GJ)</u>			
	Commodity charges			
20	Injection / Withdrawals	0.137	(0.013)	0.124
21	Customer provides compressor fuel	0.064	(0.004)	0.060
22	Transportation commodity charge (cents/m ³)	0.9576	(0.0206)	0.9370
23	Customer provides compressor fuel	0.8075		0.8075
24	<u>Monthly Charge</u>	\$1,815.28		\$1,815.28

* Price changes to individual interruptible contract rates are provided in Appendix C.

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Contract Carriage Rates

Line No.	Particulars	EB-2010-0040 Approved April 1, 2010 Rate (c)	Rate Change (b)	EB-2010-0201 Approved July 1, 2010 Rate (c)
	<u>T3 Storage and Transportation</u>			
	<u>Storage (\$ / GJ)</u>			
	Monthly demand charges:			
1	Firm space	0.010		0.010
	Firm Injection/Withdrawal Right			
2	Union provides deliverability inventory	1.720	(0.093)	1.626
3	Customer provides deliverability inventory	1.038		1.038
4	Firm incremental injection	1.038		1.038
5	Interruptible withdrawal	1.038		1.038
	Commodity charges:			
6	Withdrawal	0.050	(0.006)	0.044
7	Customer provides compressor fuel	0.007		0.007
8	Injection	0.050	(0.006)	0.044
9	Customer provides compressor fuel	0.007		0.007
10	Storage fuel ratio- Cust. provides fuel	0.604%		0.604%
	<u>Transportation (cents / m³)</u>			
11	Monthly demand charge	9.0665		9.0665
	Commodity charges			
12	Firm- Union supplies compressor fuel	0.2640	(0.0268)	0.2371
13	Customer provides compressor fuel	0.0683		0.0683
14	Transportation fuel ratio- Cust. provides fuel	0.731%		0.731%
	<u>Authorized overrun services</u>			
	<u>Storage (\$ / GJ)</u>			
	Commodity charges:			
15	Injection / Withdrawals	0.137	(0.013)	0.124
16	Customer provides compressor fuel	0.064	(0.004)	0.060
17	Transportation commodity charge (cents/m ³)	0.5620	(0.0268)	0.5352
18	Customer provides compressor fuel (cents/m ³)	0.3664		0.3664
	<u>Monthly Charge</u>			
19	City of Kitchener	\$17,601.66		\$17,601.66
20	Natural Resource Gas	\$2,702.03		\$2,702.03
21	Six Nations	\$900.68		\$900.68

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Unbundled Rates

Line No.	Particulars	EB-2010-0040 Approved April 1, 2010 Rate (c)	Rate Change (b)	EB-2010-0201 Approved July 1, 2010 Rate (c)
	<u>U2 Unbundled Service</u>			
	<u>Storage (\$ / GJ)</u>			
	Monthly demand charges:			
1	Standard Storage Service (SSS)			
	Combined Firm Space & Deliverability	0.021		0.021
2	Standard Peaking Service (SPS)			
	Combined Firm Space & Deliverability	0.104		0.104
3	Incremental firm injection right	0.943		0.943
4	Incremental firm withdrawal right	0.943		0.943
	Commodity charges:			
5	Injection customer provides compressor fuel	0.015		0.015
6	Withdrawal customer provides compressor fuel	0.015		0.015
7	Storage fuel ratio - Customer provides fuel	0.604%		0.604%
	<u>Authorized overrun services</u>			
	<u>Storage (\$ / GJ)</u>			
	Commodity charges:			
8	Injection customer provides compressor fuel	0.046		0.046
9	Withdrawal customer provides compressor fuel	0.046		0.046
	<u>U5 Unbundled Service</u>			
	<u>Storage (\$ / GJ)</u>			
	Monthly demand charges:			
10	Combined Firm Space & Deliverability	0.021		0.021
11	Incremental firm injection right	0.943		0.943
12	Incremental firm withdrawal right	0.943		0.943
	Commodity charges:			
13	Injection customer provides compressor fuel	0.015		0.015
14	Withdrawal customer provides compressor fuel	0.015		0.015
15	Storage fuel ratio - Customer provides fuel	0.604%		0.604%
	<u>Delivery (cents / m³)</u>			
	<u>Firm contracts</u>			
16	Monthly demand charge	21.9579		21.9579
17	Monthly delivery commodity charge	1.7000	(0.0553)	1.6447
18	Transportation fuel ratio - Customer provides fuel	0.561%		0.561%
	<u>Interruptible contracts</u>			
19	Monthly Charge	\$504.24		\$504.24
	Monthly delivery commodity charge:			
20	4 800 m ³ to 17 000 m ³	1.4170	(0.0553)	1.3617
21	17 000 m ³ to 30 000 m ³	1.2871	(0.0553)	1.2318
22	30 000 m ³ to 50 000 m ³	1.2188	(0.0553)	1.1635
23	50 000 m ³ to 70 000 m ³	1.1709	(0.0553)	1.1156
24	70 000 m ³ to 100 000 m ³	1.1366	(0.0553)	1.0813
25	100 000 m ³ to 140 870 m ³	1.1029	(0.0553)	1.0476
	<u>Authorized overrun services</u>			
	<u>Storage (\$ / GJ)</u>			
	Commodity charges:			
26	Injection customer provides compressor fuel	0.046		0.046
27	Withdrawal customer provides compressor fuel	0.046		0.046

UNION GAS LIMITED
Southern Operations Area
Summary of Changes to Unbundled Rates

Line No.	Particulars	EB-2010-0040 Approved April 1, 2010 Rate (c)	Rate Change (b)	EB-2010-0201 Approved July 1, 2010 Rate (c)
	<u>U7 Unbundled Service</u>			
	<u>Storage (\$ / GJ)</u>			
	Monthly demand charges:			
1	Combined Firm Space & Deliverability	0.021		0.021
2	Incremental firm injection right	0.943		0.943
3	Incremental firm withdrawal right	0.943		0.943
	Commodity charges:			
4	Injection customer provides compressor fuel	0.015		0.015
5	Withdrawal customer provides compressor fuel	0.015		0.015
6	Storage fuel ratio - Customer provides fuel	0.604%		0.604%
	<u>Delivery (cents / m³)</u>			
7	Monthly demand charge first 140,870 m ³	19.1591		19.1591
8	Monthly demand charge all over 140,870 m ³	13.0919		13.0919
	Commodity charges			
9	Firm Customer provides compressor fuel first 2,360,653 m ³	0.1776		0.1776
10	Firm Customer provides compressor fuel all over 2,360,653 m ³	0.0884		0.0884
	Interruptible:			
11	Maximum customer provides compressor fuel	2.5244	(0.0334)	2.4909
12	Transportation fuel ratio - Customer provides fuel	0.561%		0.561%
	<u>Authorized overrun services</u>			
	<u>Storage (\$ / GJ)</u>			
	Commodity charges:			
13	Injection customer provides compressor fuel	0.046		0.046
14	Withdrawal customer provides compressor fuel	0.046		0.046
15	Transportation commodity charge (cents/m ³)	0.8075		0.8075
	<u>Other Services & Charges</u>			
16	Monthly Charge	\$1,815.28		\$1,815.28
	<u>U9 Unbundled Service</u>			
	<u>Storage (\$ / GJ)</u>			
	Monthly demand charges:			
17	Firm space	0.021		0.021
18	Incremental firm injection right	0.943		0.943
19	Incremental firm withdrawal right	0.943		0.943
	Commodity charges:			
20	Injection customer provides compressor fuel	0.015		0.015
21	Withdrawal customer provides compressor fuel	0.015		0.015
22	Storage fuel ratio - Customer provides fuel	0.604%		0.604%
	<u>Delivery (cents / m³)</u>			
23	Monthly demand charge	9.0665		9.0665
	Commodity charges			
24	Firm customer provides compressor fuel	0.0683		0.0683
25	Transportation fuel ratio - Customer provides fuel	0.731%		0.731%
	<u>Authorized overrun services</u>			
	<u>Storage (\$ / GJ)</u>			
	Commodity charges:			
26	Injection customer provides compressor fuel	0.046		0.046
27	Withdrawal customer provides compressor fuel	0.046		0.046
28	Transportation commodity charge (cents/m ³)	0.3664		0.3664
	<u>Other Services & Charges</u>			
	Monthly Charge			
29	City of Kitchener	\$17,601.66		\$17,601.66
30	NRG	\$2,702.03		\$2,702.03
31	Six Nations	\$900.68		\$900.68

UNION GAS LIMITED
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2010-0040 Approved April 1, 2010 Rate (a)	Rate Change (b)	EB-2010-0201 Approved July 1, 2010 Rate (c)
<u>M12 Storage & Transportation Service</u>				
<u>Storage service</u>				
Monthly demand charges:				
1	Space- Shipper providing deliverability inventory	0.010		0.010
2	Firm deliverability	1.038		1.038
Commodity charges:				
3	Injection / Withdrawal - Shipper supplied fuel (includes UFG)	0.007	(2)	0.007 (2)
<u>Firm transportation</u>				
Monthly demand charges:				
4	Dawn to Kirkwall	2.014		2.014
5	Dawn to Oakville/Parkway	2.366		2.366
Commodity charges:				
6	Easterly	Note (1)		Note (1)
7	Westerly	Note (1)		Note (1)
<u>Limited Firm/Interruptible</u>				
Monthly demand charges:				
8	Maximum	5.678		5.678
Commodity charges				
9	Others	Note (1)		Note (1)
<u>Authorized Overrun</u>				
Storage commodity charges:				
10	Injection / Withdrawal - Shipper supplied fuel (includes UFG)	0.041	(2)	0.041 (2)
Transportation commodity charges:				
Easterly:				
11	Dawn to Kirkwall - Union supplied fuel	Note (1)		Note (1)
12	Dawn to Oakville/Parkway - Union supplied fuel	Note (1)		Note (1)
13	Dawn to Kirkwall - Shipper supplied fuel	0.066	(1)	0.066 (1)
14	Dawn to Oakville/Parkway - Shipper supplied fuel	0.078	(1)	0.078 (1)
15	Westerly - Union supplied fuel	Note (1)		Note (1)
16	Westerly - Shipper supplied fuel	0.078	(1)	0.078 (1)
<u>Unauthorized Overrun</u>				
Overrun of Maximum Storage Balance				
17	August 1 to December 15	60.000		60.000
18	December 16 to July 31	6.000		6.000
Drafted Storage Balance				
19	February 1 to April 30	60.000		60.000
20	May 1 to January 31	6.000		6.000
<u>M13 Transportation of Locally Produced Gas</u>				
21	Monthly fixed charge per customer station	663.778		663.778
22	Transmission commodity charge to Dawn	0.025		0.025
23	Commodity charge - Union supplies fuel	0.023	(0.003)	0.020
24	Commodity charge - Shipper supplies fuel	Note (2)		Note (2)
25	Authorized Overrun - Union supplies fuel	0.081	(0.003)	0.078
26	Authorized Overrun - Shipper supplies fuel	0.058	(2)	0.058 (2)

Note: (1) Monthly fuel rates and ratios per Schedule "C"

Note: (2) Plus customer supplied fuel per rate schedule.

UNION GAS LIMITED
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2010-0040 Approved April 1, 2010 Rate (a)	Rate Change (b)	EB-2010-0201 Approved July 1, 2010 Rate (c)
	<u>M16 Storage Transportation Service</u>			
1	Monthly fixed charge per customer station	\$672.33		\$672.33
	Monthly demand charges:			
2	East of Dawn	0.736		0.736
3	West of Dawn	0.985		0.985
4	Transmission commodity charge to Dawn	0.025		0.025
	Transportation Fuel Charges to Dawn:			
5	East of Dawn - Union supplied fuel	0.023	(0.003)	0.020
6	West of Dawn - Union supplied fuel	0.023	(0.003)	0.020
7	East of Dawn - Shipper supplied fuel	Note (2)		Note (2)
8	West of Dawn - Shipper supplied fuel	Note (2)		Note (2)
	Transportation Fuel Charges to Pools:			
9	East of Dawn - Union supplied fuel	0.030	(0.004)	0.026
10	West of Dawn - Union supplied fuel	0.035	(0.005)	0.030
11	East of Dawn - Shipper supplied fuel	Note (2)		Note (2)
12	West of Dawn - Shipper supplied fuel	Note (2)		Note (2)
	<u>Authorized Overrun</u>			
	Transportation Fuel Charges to Dawn:			
13	East of Dawn - Union supplied fuel	0.073	(0.003)	0.070
14	West of Dawn - Union supplied fuel	0.081	(0.003)	0.078
15	East of Dawn - Shipper supplied fuel	0.050 (2)		0.050 (2)
16	West of Dawn - Shipper supplied fuel	0.058 (2)		0.058 (2)
	Transportation Fuel Charges to Pools:			
17	East of Dawn - Union supplied fuel	0.055	(0.004)	0.051
18	West of Dawn - Union supplied fuel	0.068	(0.005)	0.063
19	East of Dawn - Shipper supplied fuel	0.024 (2)		0.024 (2)
20	West of Dawn - Shipper supplied fuel	0.033 (2)		0.033 (2)
	<u>C1 Storage & Cross Franchise Transportation Service</u>			
	<u>Transportation service</u>			
	Monthly demand charges:			
21	St. Clair / Bluewater & Dawn	0.985		0.985
22	Ojibway & Dawn	0.985		0.985
23	Parkway to Dawn	0.551		0.551
24	Parkway to Kirkwall	0.551		0.551
25	Dawn to Kirkwall	2.014		2.014
26	Dawn to Parkway	2.366		2.366
27	Dawn to Dawn-Vector	0.043		0.043
	Short-term:			
28	Maximum	75.000		75.000
	Commodity charges:			
29	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.031	(0.004)	0.027
30	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.026	(0.003)	0.023
31	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.041	(0.006)	0.035
32	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.035	(0.005)	0.030
33	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.023	(0.003)	0.020
34	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.026	(0.003)	0.023
35	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)	0.081	(0.011)	0.070
36	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)	0.037	(0.005)	0.032
37	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.081	(0.011)	0.070
38	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct. 31)	0.037	(0.005)	0.032

Note: (1) Monthly fuel rates and ratios per Schedule "C"

Note: (2) Plus customer supplied fuel per rate schedule.

UNION GAS LIMITED
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2010-0040 Approved April 1, 2010 Rate (a)	Rate Change (b)	EB-2010-0201 Approved July 1, 2010 Rate (c)
<u>C1 Storage & Cross Franchise Transportation Service</u>				
<u>Transportation service cont'd</u>				
1	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (2)		Note (2)
2	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (2)		Note (2)
3	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (2)		Note (2)
4	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (2)		Note (2)
5	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (2)		Note (2)
6	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (2)		Note (2)
7	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (2)		Note (2)
8	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (2)		Note (2)
9	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (2)		Note (2)
10	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	Note (2)		Note (2)
11	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)	n/a		n/a
12	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (2)		Note (2)
Interruptible commodity charges:				
13	Maximum	75.000		75.000
14	Dawn(Tecumseh), Dawn(Facilities or TCPL), Dawn (Vector) and Dawn (TSLE)	Note (2)		Note (2)
<u>Authorized Overrun</u>				
Firm transportation commodity charges:				
15	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.064	(0.004)	0.060
16	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.058	(0.003)	0.055
17	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.075	(0.006)	0.069
18	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.068	(0.005)	0.063
19	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.028	(0.009)	0.019
20	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.030	(0.009)	0.021
21	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)	0.134	(0.017)	0.117
22	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)	0.090	(0.011)	0.079
23	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.145	(0.017)	0.128
24	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.101	(0.011)	0.090
25	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.033 (2)		0.033 (2)
26	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.033 (2)		0.033 (2)
27	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.033 (2)		0.033 (2)
28	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.033 (2)		0.033 (2)
29	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.018 (2)		0.018 (2)
30	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.018 (2)		0.018 (2)
31	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.066 (2)		0.066 (2)
32	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.066 (2)		0.066 (2)
33	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.078 (2)		0.078 (2)
34	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	0.078 (2)		0.078 (2)
35	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)	n/a (2)		n/a (2)
36	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.001 (2)		0.001 (2)
Short Term Firm transportation commodity charges:				
37	Maximum	75.000		75.000

Note: (1) Monthly fuel rates and ratios per Schedule "C"

Note: (2) Plus customer supplied fuel per rate schedule

APPENDIX B



RATE 01A – SMALL VOLUME GENERAL FIRM SERVICE

ELIGIBILITY

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end user whose total gas requirements at that location are equal to or less than 50,000 m³ per year.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Sales Service**

For continuous supply of natural gas by Union and associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service, the Monthly, Delivery and Gas Supply Charges shall apply.

(b) **Transportation Service**

For continuous delivery on Union's distribution system from the Point of Receipt on TCPL's system to the Point of Consumption on the customer's premises of natural gas owned by the customer and transported by TCPL under a firm transportation service tariff or equivalent National Energy Board Order. For this service, the Monthly and Delivery Charges shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems.

(c) **Bundled Transportation Service**

For continuous delivery by Union of gas owned by the customer and for the associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service the Monthly, and Delivery Charges, as well as the Storage and Transportation Charges of the Gas Supply Charge shall apply.

MONTHLY RATES AND CHARGES

Zone Rate Schedule No.	<u>Fort Frances</u> 201	<u>Western</u> 101	<u>Northern</u> 301	<u>Eastern</u> 601
<u>APPLICABLE TO ALL SERVICES</u>				
<u>MONTHLY CHARGE</u>	\$19.00	\$19.00	\$19.00	\$19.00
<u>DELIVERY CHARGE</u>	<u>¢ per m³</u>	<u>¢ per m³</u>	<u>¢ per m³</u>	<u>¢ per m³</u>
First 100 m ³ per month @	8.2835	8.2835	8.2835	8.2835
Next 200 m ³ per month @	7.7277	7.7277	7.7277	7.7277
Next 200 m ³ per month @	7.3327	7.3327	7.3327	7.3327
Next 500 m ³ per month @	6.9702	6.9702	6.9702	6.9702
Over 1,000 m ³ per month @	6.6708	6.6708	6.6708	6.6708
Delivery- Price Adjustment (All Volumes)	-	-	-	-

ADDITIONAL CHARGES FOR SALES SERVICE**GAS SUPPLY CHARGES****Gas Supply Charge (if applicable)**

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

MONTHLY BILL

The monthly bill will equal the sum of the monthly charges plus the rates multiplied by the applicable gas quantities delivered plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply.

MINIMUM MONTHLY BILL

The Minimum Monthly Bill shall be the Monthly Charge.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

Customers providing their own gas supply in whole or in part, for transportation by Union, must enter into a Service Agreement with Union.

TERMS AND CONDITIONS OF SERVICE

1. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly Charge, the Delivery Charge and any other charge that is specific to the location of each end-user shall be used to develop a monthly bill for each end-user at each location. Upon request, possibly for a fee, Union will combine the individual bills on a single invoice or statement for administrative convenience. However, Union will not combine the quantities or demands of several end-use locations so that eligibility to a different rate class will result. Further, Union will not combine the monthly billing data of individual end-users to generate a single bill which is less than the sum of the monthly bills of the individual end-users involved at each location.
2. Customers must enter into a Service Agreement with Union prior to the commencement of service.
3. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

RATE 10 – LARGE VOLUME GENERAL FIRM SERVICE**ELIGIBILITY**

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end-user whose total firm gas requirements at one or more Company-owned meters at one location exceed 50,000 m³ per year.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

For continuous supply of natural gas by Union and associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service, the Monthly, Delivery and Gas Supply Charges shall apply.

(b) Transportation Service

For continuous delivery on Union's distribution system from the Point of Receipt on TCPL's system to the Point of Consumption on the customer's premises of natural gas owned by the customer and transported by TCPL under a firm transportation service tariff or equivalent National Energy Board Order. For this service, the Monthly, and Delivery Charges shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems. Customers may reduce their assignment of transportation capacity in compliance with Union's Turnback Policy.

(c) Bundled Transportation Service

For continuous delivery by Union of gas owned by the customer and for the associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service the Monthly, and Delivery Charges, as well as the Storage and Transportation Charges of the Gas Supply Charge shall apply.

MONTHLY RATES AND CHARGES

Zone Rate Schedule No.	<u>Fort Frances</u> 210	<u>Western</u> 110	<u>Northern</u> 310	<u>Eastern</u> 610
<u>APPLICABLE TO ALL SERVICES</u>				
<u>MONTHLY CHARGE</u>	\$70.00	\$70.00	\$70.00	\$70.00
<u>DELIVERY CHARGE</u>	<u>¢ per m³</u>	<u>¢ per m³</u>	<u>¢ per m³</u>	<u>¢ per m³</u>
First 1,000 m ³ per month @	7.1445	7.1445	7.1445	7.1445
Next 9,000 m ³ per month @	5.6588	5.6588	5.6588	5.6588
Next 20,000 m ³ per month @	4.8116	4.8116	4.8116	4.8116
Next 70,000 m ³ per month @	4.2692	4.2692	4.2692	4.2692
Over 100,000 m ³ per month @	2.2144	2.2144	2.2144	2.2144
Delivery-Price Adjustment (All Volumes)	-	-	-	-

ADDITIONAL CHARGES FOR SALES SERVICE**GAS SUPPLY CHARGES**

Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

MONTHLY BILL

The monthly bill will equal the sum of the monthly charges plus the rates multiplied by the applicable gas quantities delivered plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply.

MINIMUM MONTHLY BILL

- The minimum monthly bill shall be the Monthly Charge.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

Customers providing their own gas supply in whole or in part, for transportation by Union and customers purchasing gas from Union with maximum daily requirements in excess of 3,000 m³ per day must enter into a Service Agreement with Union.

TERMS AND CONDITIONS OF SERVICE

1. Service shall be for a minimum term of one year.
2. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly Charge, the Delivery Charge and any other charge that is specific to the location of each end-user shall be used to develop a monthly bill for each end-user at each location. Upon request, possibly for a fee, Union will combine the individual bills on a single invoice or statement for administrative convenience. However, Union will not combine the quantities or demands of several end-use locations so that eligibility to a different rate class will result. Further, Union will not combine the monthly billing data of individual end-users to generate a single bill which is less than the sum of the monthly bills of the individual end-users involved at each location.
3. Customers must enter into a Service Agreement with Union prior to the commencement of service.
4. For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.
5. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

**RATE 20 – MEDIUM VOLUME FIRM SERVICE****ELIGIBILITY**

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end-user or who is authorized to serve an end-user of gas through one or more Company-owned meters at one location, and whose total maximum daily requirements for firm or combined firm and interruptible service is 14,000 m³ or more.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

For continuous supply of natural gas by Union and associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service, the Monthly, Delivery and Gas Supply Charges shall apply.

(b) Transportation Service

For continuous delivery on Union's distribution system from the Point of Receipt on TCPL's system to the Point of Consumption on the customer's premises of natural gas owned by the customer. The customer is responsible for obtaining the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Monthly, Delivery, Transportation Account and Diversion Transaction Charges shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems. Customers may reduce their assignment of transportation capacity in compliance with Union's Turnback Policy.

(c) Bundled Transportation Service

For continuous delivery by Union of gas owned by the customer and for the associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service the Monthly, Delivery, Gas Supply Demand and Commodity Transportation Charges shall apply.

(d) Storage Service

For load balancing purposes for customers using Transportation Service on this rate schedule. If at the sole discretion of Union, adequate supplies exist, bundled and unbundled storage and delivery/redelivery services will be provided.

The charge for Bundled Storage Service will consist of the charges for Transportation Service plus the charges for Bundled Storage Service.

The charge for Unbundled Storage Service will consist of the charges for Transportation Service plus the charges for Unbundled Storage Service which must include charges for delivery/redelivery service to/from storage.

NOTE: Union has a short-term intermittent gas supply service under Rate 30 which customers may avail themselves of, if they qualify for use of the service.

**MONTHLY RATES AND CHARGES**APPLICABLE TO ALL SERVICES – ALL ZONES (1)

<u>MONTHLY CHARGE</u>	\$786.62
<u>DELIVERY CHARGES</u> (cents per month per m ³)	
Monthly Demand Charge for first 70,000 m ³ of Contracted Daily Demand	20.3304
Monthly Demand Charge for all units over 70,000 m ³ of Contracted Daily Demand	11.9553
Commodity Charge for first 852,000 m ³ of gas volumes delivered	0.3390
Commodity Charge for all units over 852,000 m ³ of gas volumes delivered	0.2468

NOTE

(1) Either the utility or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates, charges and terms and conditions applicable thereto, different from the rates, charges and terms and conditions specified herein if changed rates, charges and terms and conditions are considered by either party to be necessary, desirable and in the public interest.

ADDITIONAL CHARGES FOR SALES SERVICE

Gas Supply Charge

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

Commodity Transportation

Charge 1 applies for all gas volumes delivered in the billing month up to the volume represented by the Contract Demand multiplied by the number of days in the billing month multiplied by 0.4.

Charge 2 applies for all additional gas volumes delivered in the billing month.

HEAT CONTENT ADJUSTMENT

The gas supply commodity charges hereunder will be adjusted upwards or downwards as described below if the average total heating value of the gas per cubic metre (m³) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m³, respectively.

The adjustment shall be determined by multiplying the amount otherwise payable by a fraction, where the numerator is the monthly weighted average total heating value per cubic meter and the denominator 37.89.

**COMMISSIONING AND DECOMMISSIONING RATE**

The contract may provide that the Monthly Demand Charges specified above shall not apply on all or part of the daily contracted demand used by the customer either during the testing, commissioning and phasing in of gas using equipment or, alternatively, in the decommissioning and phasing out of gas using equipment being displaced by other gas using equipment, for a period not to exceed one year ("the transition period"). To be eligible the new or displaced gas using equipment must be separately meterable. In such event, the contract will provide the following rates that such volume during the transitional period will be charged.

Zone Rate Schedule No.	<u>Fort Frances</u> 220	<u>Western</u> 120	<u>Northern</u> 320	<u>Eastern</u> 620
<u>MONTHLY CHARGE</u>	\$786.62	\$786.62	\$786.62	\$786.62
<u>DELIVERY CHARGES</u>	<u>cents per m³</u>	<u>cents per m³</u>	<u>cents per m³</u>	<u>cents per m³</u>
Commodity Charge for each unit of gas volumes delivered	1.6758	1.6758	1.6758	1.6758

GAS SUPPLY CHARGES

The gas supply charge is comprised of charges for transportation and for commodity and fuel.

The applicable rates are provided in Schedule "A".

ADDITIONAL CHARGES FOR TRANSPORTATION AND STORAGE SERVICES – ALL ZONESMONTHLY TRANSPORTATION ACCOUNT CHARGE

For customers that currently have installed or will require installing telemetering equipment: \$221.87

BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES

Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$ per GJ per Month) \$11.251

Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitlement: (\$ per GJ per Month) -

Commodity Charge for each unit of gas withdrawn from storage (\$ per GJ) \$0.242

Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage (\$ per GJ) \$0.612

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

UNBUNDLED STORAGE SERVICE CHARGES

Storage Space Charge:

Applied to Contracted Maximum Storage Balance (\$ per GJ per Month) \$0.032

Fuel Ratio:

Applied to all gas injected and withdrawn from storage (%) 0.604%

Commodity Charge:

Applied to all gas injected and withdrawn from storage (\$ per GJ) \$0.015

UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES:

Fuel Ratio:

Applied to all gas injected and withdrawn from storage (%) 1.04%

Commodity Charge:

Applied to all gas injected and withdrawn from storage (\$ per GJ) \$0.073

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

**UNBUNDLED STORAGE SERVICE UNAUTHORIZED OVERRUN CHARGES**

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.

UNBUNDLED SERVICE NOMINATION VARIANCES

The rate for unauthorized parking or drafting which results from nomination variances shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. No Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ.

Zone Rate Schedule No.	<u>Fort Frances</u> 220	<u>Western</u> 120	<u>Northern</u> 320	<u>Eastern</u> 620
<u>Delivery Service to Storage Facilities (1)</u>				
Demand Charge (\$/GJ/month)	N/A	\$29.227	\$12.025	\$1.202
Commodity (\$/GJ)	N/A	\$0.032	\$0.024	\$0.019
<u>Redelivery Service from Storage Facilities</u>				
Demand Charge (\$/GJ/month)	\$2.256	\$2.256	\$2.256	\$5.912
Commodity (\$/GJ)	N/A	\$0.096	\$0.096	\$0.100

Notes:

1. Delivery Service to Storage Facilities is not available to Northern Zone Customers in the Sault Ste. Marie Delivery Area (SSMDA).
2. Daily Firm injection and Withdrawal Rights shall be pursuant to the storage contract.
3. Storage Space, Withdrawal Rights and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

DIVERSION TRANSACTION CHARGE

Charge to a customer Receiving Delivery of diverted gas each time such customer requests a diversion and Union provides the service:

\$10.00**THE BILL**

The bill will equal the sum of the charges for all services selected plus the rates multiplied by the applicable gas quantities delivered or withdrawn for each service chosen plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply. If the customer selects Union's Sales Service which includes the Gas Supply Charge, no additional charges for Transportation and Storage Services will apply.

MINIMUM BILL

The minimum bill shall be the Monthly Charge, the Transportation Account Charge and the Demand Charges, as applicable.

**DELAYED PAYMENT**

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

All customers must enter into a Service Agreement with Union before receiving service under this rate schedule.

TERMS AND CONDITIONS OF SERVICE

1. Service shall be for a minimum term of one year.
2. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly Charge, the Delivery Charge, the Transportation Account Charge and any other charge that is specific to the location of each end-user shall be used to develop a monthly bill for each end-user at each location. Upon request, possibly for a fee, Union will combine the individual bills on a single invoice or statement for administrative convenience. However, Union will not combine the quantities or demands of several end-use locations so that eligibility to a different rate class will result. Further, Union will not combine the billing data of individual end-users to generate a single bill which is less than the sum of the bills of the individual end-users involved at each location.
3. Customers must enter into a Service Agreement with Union prior to the commencement of service.
4. For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.
5. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

Effective

July 1, 2010
O.E.B. ORDER # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010.

**RATE 25 – LARGE VOLUME INTERRUPTIBLE SERVICE****ELIGIBILITY**

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end-user or who is authorized to serve an end-user of gas through one or more Company-owned meters at one location, and whose total maximum daily interruptible requirement is 3,000 m³ or more or the interruptible portion of a maximum daily requirement for combined firm and interruptible service is 14,000 m³ or more and whose operations, in the judgement of Union, can readily accept interruption and restoration of gas service.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

For interruptible supply of natural gas by Union and associated transportation services necessary to ensure its delivery in accordance with customer's needs. For this service, the Monthly, Delivery and Gas Supply Charges shall apply.

(b) Transportation Service

For delivery of natural gas owned by the customer on Union's distribution system from the Point of Receipt from TCPL's system to the Point of Consumption on the customer's or end-user's premises, providing that, in the judgement of Union, acting reasonably, the customer-owned gas does not displace service from Union under a Rate 20 or Rate 100 contract specific to that location. The customer is responsible for obtaining the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Monthly, Delivery, Transportation Account and Diversion Transaction Charges shall apply.

NOTE: Union has a short-term intermittent gas supply service under Rate 30 which customers may avail themselves of, if they qualify for use of the service.

MONTHLY RATES AND CHARGES**APPLICABLE TO ALL SERVICES – ALL ZONES (1)**

<u>MONTHLY CHARGE</u>	\$191.61
------------------------------	-----------------

<u>DELIVERY CHARGES</u>	<u>cents per m³</u>
--------------------------------	---------------------------------------

A Delivery Price for all volumes delivered to the customer to be negotiated between Union and the customer and the average price during the period in which these rates remain in effect shall not exceed:

4.4083

NOTE

(1) Either the utility or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates, charges and terms and conditions applicable thereto, different from the rates, charges and terms and conditions specified herein if changed rates, charges and terms and conditions are considered by either party to be necessary, desirable and in the public interest.



ADDITIONAL CHARGES FOR SALES SERVICE

Gas Supply Charge

As per applicable rate provided in
Schedule "A".

Interruptible Service Applicable all year at a price agreed upon between Union and the customer and the average price during the period in which these rates remain in effect.

HEAT CONTENT ADJUSTMENT

The gas supply commodity charges hereunder will be adjusted upwards or downwards as described below if the average total heating value of the gas per cubic metre (m³) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m³, respectively.

The adjustment shall be determined by multiplying the amount otherwise payable by a fraction, where the numerator is the monthly weighted average total heating value per cubic meter and the denominator 37.89.

ADDITIONAL CHARGES FOR TRANSPORTATION – ALL ZONES

MONTHLY TRANSPORTATION ACCOUNT CHARGE: For customers that currently have installed or will require installing telemetering equipment.

\$221.87

THE BILL

The bill will equal the sum of the monthly charges for all services selected plus the rates multiplied by the applicable gas volumes delivered or withdrawn for each service chosen plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply. If the customer selects Union's Sales Service which includes the Gas Supply Charge, no additional charges for Transportation will apply.

MINIMUM BILL

The minimum bill shall be the Monthly Charge and the Transportation Account Charge, if applicable.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full, 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

All customers must enter into a Service Agreement with Union before receiving service under this rate schedule.



TERMS AND CONDITIONS OF SERVICE

1. Service shall be for a minimum term of one year.
2. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly Charge, the Delivery Charge, the Transportation Account Charge and any other charge that is specific to the location of each end-user shall be used to develop a monthly bill for each end-user at each location. Upon request, Union will combine the individual bills on a single invoice or statement for administrative convenience. However, Union will not combine the volumes or demands of several end-use locations so that eligibility to a different rate class will result. Further, Union will not combine the monthly billing data of individual end-users to generate a single bill which is less than the sum of the monthly bills of the individual end-users involved at each location.
3. Customers must enter into a Service Agreement with Union prior to the commencement of service.
4. For the purposes of qualifying for a rate class, the total volumes of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.
5. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.



RATE 30 – INTERMITTENT GAS SUPPLY SERVICE
AND SHORT TERM STORAGE / BALANCING SERVICE

ELIGIBILITY

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones already connected to Union's gas distribution system who is an end-user or is authorized to serve an end-user.

SERVICE AVAILABLE

For intermittent, short-term gas supply which will be a substitute for energy forms other than Company owned gas sold under other rate schedules. This may include situations where customer-owned gas supplies are inadequate and short-term backstopping service is requested or during a situation of curtailment on the basis of price when the purchase price of Spot gas is outside the interruptible service price range. The gas supply service available hereunder is offered only in conjunction with service to the customer under an applicable firm or interruptible service rate schedule of Union. The service is for intermittent gas supply and short term storage / balancing service and will be billed in combination with Monthly, Delivery, and other applicable charges for such services under the applicable rate schedule. Gas supply under this rate will be provided when, at the sole discretion of Union, adequate supplies are available.

GAS SUPPLY CHARGE

The gas supply charge shall be \$5.00 per 10³m³ plus the greater of the incremental cost of gas for Union and the customer's gas supply charge.

SHORT TERM STORAGE / BALANCING SERVICE

Short Term Storage / Balancing Service is:

- i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
- ii) short-term firm deliverability, OR
- iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for service, the matters that are to be considered include:

- i) the minimum amount of storage service to which a customer is willing to commit,
- ii) whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
- iii) utilization of facilities, and
- iv) competition.

A commodity charge to be negotiated between Union and the customer not to exceed \$6.000/GJ.

THE BILL

The bill for gas supply and/or short term supplemental services under this rate shall be rendered in conjunction with the billing for delivery and other services under the customer's applicable rate for such services.

SERVICE AGREEMENT

All customers must enter into a Service Agreement with Union for this service and must agree therein to curtail or interrupt use of gas under this rate schedule whenever requested to do so by Union.



uniongas

Effective
2010-07-01
Rate 30
Page 2 of 2

TERMS AND CONDITIONS OF SERVICE

1. Failure of the customer to interrupt or curtail use of gas on this rate as requested by Union shall be subject to the Unauthorized Overrun Gas Penalty as provided in Union's Terms and Conditions. Anytime the customer has such failure, Union reserves the right to cancel service under this rate.
2. The Terms and Conditions of the applicable rate schedule for delivery of the gas sold hereunder shall also apply.
3. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

Effective

July 1, 2010
O.E.B. ORDER # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010.

**RATE 77 – WHOLESALE TRANSPORTATION SERVICE****ELIGIBILITY**

Any natural gas distributor in Union's Fort Frances, Western, Northern or Eastern Zones who uses Union's gas distribution facilities for the transportation of natural gas to customers outside Union's franchise area.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Transportation Service

For the continuous delivery through Union's distribution system from the Point of Receipt on TCPL to the Point of Consumption at the Consumer's distribution system of natural gas owned by the customer. The customer is responsible for obtaining the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Monthly and Delivery Charges shall apply.

MONTHLY RATES AND CHARGES – ALL ZONES

<u>MONTHLY CHARGE</u> (\$ per month)	\$146.23
<u>MONTHLY DELIVERY DEMAND CHARGE</u> (cents per m ³)	28.7591

THE BILL

The bill will equal the sum of the monthly charges plus all applicable taxes.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

All customers must enter into a Service Agreement with Union before receiving service under this rate schedule.

TERMS AND CONDITIONS OF SERVICE

1. Service shall be for a minimum term of one year.
2. Customers must enter into a Service Agreement with Union prior to the commencement of service.
3. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

Effective July 1, 2010
O.E.B. ORDER # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010.

**RATE 100 – LARGE VOLUME HIGH LOAD FACTOR FIRM SERVICE****ELIGIBILITY**

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end-user or who is authorized to serve an end-user of gas through one or more Company-owned meters at one location, and whose maximum daily requirement for firm service is 100,000 m³ or more, and whose annual requirement for firm service is equal to or greater than its maximum daily requirement multiplied by 256.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

For continuous supply of natural gas by Union and associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service, the Monthly, Delivery and Gas Supply Charges shall apply.

(b) Transportation Service

For continuous delivery on Union's distribution system from the Point of Receipt on TCPL's system to the Point of Consumption on the customer's premises of natural gas owned by the customer. The customer is responsible for obtaining the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Monthly, Delivery, Transportation Account and Diversion Transaction Charges shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems. Customers may reduce their assignment of transportation capacity in compliance with Union's Turnback Policy.

(c) Bundled Transportation Service

For continuous delivery by Union of gas owned by the customer and for the associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service the Monthly, Delivery, Gas Supply Demand and Commodity Transportation Charges shall apply.

(d) Storage Service

For load balancing purposes for customers using Transportation Service on this rate schedule. If at the sole discretion of Union, adequate supplies exist, bundled and unbundled storage and delivery/redelivery services will be provided.

The charge for Bundled Storage Service will consist of the charges for Transportation Service plus the charges for Bundled Storage Service.

The charge for Unbundled Storage Service will consist of the charges for Transportation Service plus the charges for Unbundled Storage Service which must include charges for delivery/redelivery service to/from storage.

NOTE: Union has a short-term intermittent gas supply service under Rate 30 which customers may avail themselves of, if they qualify for use of the service.

**MONTHLY RATES AND CHARGES**APPLICABLE TO ALL SERVICES – ALL ZONES (1)

<u>MONTHLY CHARGE</u>	\$786.62
<u>DELIVERY CHARGES</u> (cents per Month per m ³ of Daily Contract Demand) Monthly Demand Charge for each unit of Contracted Daily Demand:	12.0286
COMMODITY CHARGE for each unit of gas volumes delivered (cents per m ³)	0.1993

NOTE:

(1) Either the utility or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates, charges and terms and conditions applicable thereto, different from the rates, charges and terms and conditions specified herein if changed rates, charges and terms and conditions are considered by either party to be necessary, desirable and in the public interest.

ADDITIONAL CHARGES FOR SALES SERVICEGas Supply Charges

The gas supply charge is comprised of charges for transportation and for commodity and fuel. The applicable rates are provided in Schedule "A".

Commodity Transportation

Charge 1 applies for all gas volumes delivered in the billing month up to the volume represented by the Contract Demand multiplied by the number of days in the billing month multiplied by 0.3.

Charge 2 applies for all additional gas volumes delivered in the billing month.

HEAT CONTENT ADJUSTMENT

The gas supply commodity charges hereunder will be adjusted upwards or downwards as described below if the average total heating value of the gas per cubic metre (m³) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m³, respectively.

The adjustment shall be determined by multiplying the amount otherwise payable by a fraction, where the numerator is the monthly weighted average total heating value per cubic meter and the denominator 37.89.

**COMMISSIONING AND DECOMMISSIONING RATE**

The contract may provide that the Monthly Demand Charges specified above shall not apply on all or part of the daily contracted demand used by the customer either during the testing, commissioning and phasing in of gas using equipment or, alternatively, in the decommissioning and phasing out of gas using equipment being displaced by other gas using equipment, for a period not to exceed one year ("the transitional period"). To be eligible the new or displaced gas using equipment must be separately meterable. In such event, the contract will provide the following rates that such volume during the transitional period will be charged.

Zone Rate Schedule No.	<u>Fort Frances</u> 2100	<u>Western</u> 1100	<u>Northern</u> 3100	<u>Eastern</u> 6100
<u>MONTHLY CHARGE</u>	\$786.62	\$786.62	\$786.62	\$786.62
<u>DELIVERY CHARGES</u>				
Commodity Charge for each unit of gas volumes delivered	<u>cents per m³</u> 0.7642	<u>cents per m³</u> 0.7642	<u>cents per m³</u> 0.7642	<u>cents per m³</u> 0.7642

GAS SUPPLY CHARGES

The gas supply charge is comprised of charges for transportation and for commodity and fuel. The applicable rates are provided in Schedule "A".

ADDITIONAL CHARGES FOR TRANSPORTATION AND STORAGE SERVICES – ALL ZONESMONTHLY TRANSPORTATION ACCOUNT CHARGE

For customers that currently have installed or will require installing telemetering equipment \$221.87

BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES

Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$ per GJ per Month) \$11.251

Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitlement: (\$ per GJ per Month) -

Commodity Charge for each unit of gas withdrawn from storage (\$ per GJ) \$0.242

Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage (\$ per GJ) \$0.612

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

UNBUNDLED STORAGE SERVICE CHARGES

Storage Space Charge:

Applied to Contracted Maximum Storage Balance (\$ per GJ per Month) \$0.032

Fuel Ratio:

Applied to all gas injected and withdrawn from storage (%) 0.604%

Commodity Charge:

Applied to all gas injected and withdrawn from storage (\$ per GJ) \$0.015

UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES

Fuel Ratio:

Applied to all gas injected and withdrawn from storage (%) 1.04%

Commodity Charge:

Applied to all gas injected and withdrawn from storage (\$ per GJ) \$0.073

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

**UNBUNDLED STORAGE SERVICE UNAUTHORIZED OVERRUN CHARGES**

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.

UNBUNDLED SERVICE NOMINATION VARIANCES

The rate for unauthorized parking or drafting which results from nomination variances shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. No Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ.

Zone Rate Schedule No.	<u>Fort Frances</u> 2100	<u>Western</u> 1100	<u>Northern</u> 3100	<u>Eastern</u> 6100
<u>Delivery Service to Storage Facilities (1)</u>				
Demand Charge (\$/GJ/month)	N/A	\$29.227	\$12.025	\$1.202
Commodity (\$/GJ)	N/A	\$0.032	\$0.024	\$0.019
<u>Redelivery Service from Storage Facilities</u>				
Demand Charge (\$/GJ/month)	\$2.256	\$2.256	\$2.256	\$5.912
Commodity (\$/GJ)	N/A	\$0.096	\$0.096	\$0.100

Notes:

1. Delivery Service to Storage Facilities is not available to Northern Zone customers in the Sault Ste. Marie Delivery Area (SSMDA).
2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the storage contract.
3. Storage Space, Withdrawal Rights and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

DIVERSION TRANSACTION CHARGE

Charge to a customer Receiving Delivery of diverted gas each time such customer requests a diversion and Union provides the service:

\$10.00**THE BILL**

The bill will equal the sum of the charges for all services selected plus the rates multiplied by the applicable gas quantities delivered or withdrawn for each service chosen plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply. If the customer selects Union's Sales Service which includes the Gas Supply Charge, no additional charges for Transportation and Storage Services will apply.

MINIMUM BILL

The minimum bill shall be the Monthly Charge, the Transportation Account Charge and the Demand Charges, as applicable.

**DELAYED PAYMENT**

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

All customers must enter into a Service Agreement with Union before receiving service under this rate schedule.

TERMS AND CONDITIONS OF SERVICE

1. Service shall be for a minimum term of one year.
2. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly Charge, the Delivery Charge, the Transportation Account Charge and any other charge that is specific to the location of each end-user shall be used to develop a monthly bill for each end-user at each location. Upon request, possibly for a fee, Union will combine the individual bills on a single invoice or statement for administrative convenience. However, Union will not combine the quantities or demands of several end-use locations so that eligibility to a different rate class will result. Further, Union will not combine the billing data of individual end-users to generate a single bill which is less than the sum of the bills of the individual end-users involved at each location.
3. Customers must enter into a Service Agreement with Union prior to the commencement of service.
4. For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.
5. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

Effective

July 1, 2010
O.E.B. ORDER # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010.

RATE S1 – GENERAL FIRM SERVICE STORAGE RATES**ELIGIBILITY**

Any customer or agent in Union's Fort Frances, Western, Northern or Eastern Zones who is authorized to serve an end-user of gas, paying for delivery services under Rate 01A or Rate 10.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Transportation Service

The customer is responsible for obtaining all Gas Supply services to the end-user including the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Diversion Transaction Charge shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems.

(b) Storage Service

For load balancing purposes for customers using Transportation Service on this rate schedule. If at the sole discretion of Union, adequate supplies exist, unbundled storage and delivery/redelivery services will be provided.

The charge for Unbundled Storage Service will consist of the charges for Transportation Service plus the charges for Unbundled Storage Service which must include charges for delivery/redelivery service to/from storage.

MONTHLY RATES AND CHARGESUNBUNDLED STORAGE SERVICE CHARGES

Storage Space Charge	
Applied to Contracted Maximum Storage Space (\$ per GJ per Month)	\$0.032
Fuel Ratio	
Applied to all gas injected and withdrawn from storage (%)	0.604%
Commodity Charge	
Applied to all gas injected and withdrawn from storage (\$ per GJ)	\$0.015

UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES

Fuel Ratio	
Applied to all gas injected and withdrawn from storage (%)	1.04%
Commodity Charge	
Applied to all gas injected and withdrawn from storage (\$ per GJ)	\$0.073

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

**UNBUNDLED STORAGE SERVICE UNAUTHORIZED OVERRUN CHARGES**

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.

Zone	<u>Fort Frances</u>	<u>Western</u>	<u>Northern</u>	<u>Eastern</u>
<u>Delivery Service to Storage Facilities (1)</u>				
Demand Charge (\$/GJ/month)	N/A	\$29.227	\$12.025	\$1.202
Commodity (\$/GJ)	N/A	\$0.032	\$0.024	\$0.019
<u>Redelivery Service from Storage Facilities</u>				
Demand Charge (\$/GJ/month)	\$2.256	\$2.256	\$2.256	\$5.912
Commodity (\$/GJ)	N/A	\$0.096	\$0.096	\$0.100

Notes:

1. Delivery Service to Storage Facilities is not available to Northern Zone customers in the Sault Ste. Marie Delivery Area (SSMDA).
2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the storage contract.
3. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

Diversion Transaction Charge

Charge to a customer receiving delivery of diverted gas each time such customer requests a diversion and Union provides the service:

\$10.00

MONTHLY BILL

The monthly bill will equal the sum of the monthly charges for all services selected plus the rates multiplied by the applicable gas quantities delivered or withdrawn for each service chosen plus all applicable taxes.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

TERMS AND CONDITIONS OF SERVICE

1. Customers must enter into a Service Agreement with Union prior to the commencement of service.
2. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

Effective

July 1, 2010
O.E.B. ORDER # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010.



uniongas

Effective
2010-07-01
Schedule "A"
Page 1 of 2

Union Gas Limited
Northern and Eastern Operations Area
Gas Supply Charges

(A) Availability

Available to customers in Union's Fort Frances, Western, Northern and Eastern Delivery Zones.

(B) Applicability:

To all sales customers served under Rate 01A, Rate 10, Rate 20, Rate 100 and Rate 25.

(C) Rates

Utility Sales

	<u>Fort Frances</u>	<u>Western</u>	<u>Northern</u>	<u>Eastern</u>
<u>Rate 01A (cents / m³)</u>				
Storage	1.8981	1.8957	2.2838	2.5971
Storage - Price Adjustment	-	-	-	-
Commodity and Fuel (1)	16.9153	17.0042	17.1244	17.2288
Commodity and Fuel - Price Adjustment	(5.1586)	(5.1586)	(5.1586)	(5.1586)
Transportation	4.3232	4.6375	5.6223	6.4628
Transportation - Price Adjustment	0.0534	0.0534	0.0534	0.0534
Total Gas Supply Charge	<u>18.0313</u>	<u>18.4321</u>	<u>19.9253</u>	<u>21.1835</u>

Rate 10 (cents / m³)

Storage	1.2141	1.2118	1.6010	1.9149
Storage - Price Adjustment	-	-	-	-
Commodity and Fuel (1)	16.9153	17.0042	17.1244	17.2288
Commodity and Fuel - Price Adjustment	(5.1586)	(5.1586)	(5.1586)	(5.1586)
Transportation	3.9757	4.2900	5.2749	6.1154
Transportation - Price Adjustment	0.0534	0.0534	0.0534	0.0534
Total Gas Supply Charge	<u>16.9999</u>	<u>17.4007</u>	<u>18.8950</u>	<u>20.1538</u>

Notes:

(1) As laid out in Appendix A. The Commodity and Fuel line includes gas supply administration charge of 0.3138 cents/m³



uniongas

Effective
2010-07-01
Schedule "A"
Page 2 of 2

Union Gas Limited
Northern and Eastern Operations Area
Gas Supply Charges

Utility Sales

	<u>Fort Frances</u>	<u>Western</u>	<u>Northern</u>	<u>Eastern</u>
<u>Rate 20 (cents / m³)</u>				
Commodity and Fuel (1)	16.9857	17.0750	17.1957	17.3005
Commodity and Fuel - Price Adjustment	(5.1586)	(5.1586)	(5.1586)	(5.1586)
Commodity Transportation - Charge 1	3.2962	3.4210	3.9699	4.4313
Transportation 1 - Price Adjustment	0.0534	0.0534	0.0534	0.0534
Commodity Transportation - Charge 2	0.1258	0.1234	0.1930	0.2528
Monthly Gas Supply Demand	34.7281	40.4972	64.2825	84.2670
Gas Supply Demand - Price Adjustment	-	-	-	-
Commissioning and Decommissioning Rate	4.9883	5.4670	7.4840	9.1792
<u>Rate 100 (cents / m³)</u>				
Commodity and Fuel (1)	16.9857	17.0750	17.1957	17.3005
Commodity and Fuel - Price Adjustment	(5.1586)	(5.1586)	(5.1586)	(5.1586)
Commodity Transportation - Charge 1	5.8480	5.9416	6.3533	6.6993
Commodity Transportation - Charge 2	0.1258	0.1234	0.1930	0.2528
Monthly Gas Supply Demand	63.7749	70.5057	98.2553	121.5703
Commissioning and Decommissioning Rate	5.5735	5.9283	7.4478	8.7254
<u>Rate 25 (cents / m³)</u>				
Gas Supply Charge:				
Interruptible Service				
Minimum	14.3135	14.3135	14.3135	14.3135
Maximum	140.5622	140.5622	140.5622	140.5622

Notes:

(1) As laid out in Appendix A. The Commodity and Fuel line includes gas supply administration charge of 0.3138 cents/m³

Effective: July 1, 2010
O.E.B. Order # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010.

SMALL VOLUME GENERAL SERVICE RATE**(A) Availability**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To general service customers whose total consumption is equal to or less than 50,000 m³ per year.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

a)	Monthly Charge		\$ 19.00
b)	Delivery Charge		
	First	100 m ³	4.2349 ¢ per m ³
	Next	150 m ³	4.0055 ¢ per m ³
	All Over	250 m ³	3.4627 ¢ per m ³
	Delivery – Price Adjustment (All Volumes)		0.0001 ¢ per m ³
c)	Storage Charge (if applicable)		0.9919 ¢ per m ³
	Applicable to all bundled customers (sales and bundled transportation service).		
d)	Gas Supply Charge (if applicable)		
	The gas supply charge is comprised of charges for transportation and for commodity and fuel.		
	The applicable rates are provided in Schedule "A".		

During any month in which a customer terminates service or begins service, the fixed charge for the month will be prorated to such customer.

(D) Supplemental Service to Commercial and Industrial Customers Under Group Meters

Combination of readings from several meters may be authorized by the Company and the Company will not reasonably withhold authorization in cases where meters are located on contiguous pieces of property of the same owner not divided by a public right-of-way. In such cases, an additional service charge shall be rendered each month in the amount of \$15.00 per month for each additional meter so combined.

(E) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

**(F) Direct Purchase**

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(G) Overrun Charge

In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the customer, Union will do so. The customer may pay 5.2268 ¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³, plus 7¢ per m³.

(H) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule, the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union. Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.

(I) Company Policy Relating to Terms of Service

- a. Customers who temporarily discontinue service during any twelve consecutive months without payment of the monthly fixed charge for the months in which the gas is temporarily disconnected shall pay for disconnection and reconnection.
- b. When gas is delivered at an absolute pressure in excess of 101.325 kilopascals, then for purposes of measurement, hereunder, such volume of gas shall be corrected to an absolute pressure of 101.325 kilopascals. Atmospheric pressure is assumed to be the levels shown below in kilopascals (absolute) regardless of the actual atmospheric pressure at which the gas is measured and delivered.

<u>Zone</u>	<u>Assumed Atmospheric Pressure kPa</u>
1	100.148
2	99.494
3	98.874
4	98.564
5	98.185
6	97.754
7	97.582
8	97.065
9	96.721
10	100.561
11	99.321
12	98.883

**LARGE VOLUME GENERAL SERVICE RATE****(A) Availability**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To general service customers whose total consumption is greater than 50,000 m³ per year.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

a)	Monthly Charge		\$ 70.00
b)	Delivery Charge		
	First	1 000 m ³	3.5861 ¢ per m ³
	Next	6 000 m ³	3.5119 ¢ per m ³
	Next	13 000 m ³	3.2908 ¢ per m ³
	All Over	20 000 m ³	3.0255 ¢ per m ³
	Delivery – Price Adjustment (All Volumes)		0.0001 ¢ per m ³
c)	Storage Charge (if applicable)		0.7305 ¢ per m ³
	Applicable to all bundled customers (sales and bundled transportation service).		
d)	Gas Supply Charge (if applicable)		
	The gas supply charge is comprised of charges for transportation and for commodity and fuel.		
	The applicable rates are provided in Schedule "A".		

During any month in which a customer terminates service or begins service, the fixed charge for the month will be prorated to such customer.

(D) Supplemental Service to Commercial and Industrial Customers Under Group Meters

Combination of readings from several meters may be authorized by the Company and the Company will not reasonably withhold authorization in cases where meters are located on contiguous pieces of property of the same owner not divided by a public right-of-way. In such cases, an additional service charge shall be rendered each month in the amount of \$15.00 per month for each additional meter so combined.

(E) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

**(F) Direct Purchase**

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(G) Overrun Charge

In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the customer, Union will do so. The customer may pay 4.3166 ¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³, plus 7¢ per m³.

(H) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule, the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union. Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.

(I) Company Policy Relating to Terms of Service

- a. Customers who temporarily discontinue service during any twelve consecutive months without payment of the monthly fixed charge for the months in which the gas is temporarily disconnected shall pay for disconnection and reconnection.
- b. When gas is delivered at an absolute pressure in excess of 101.325 kilopascals, then for purposes of measurement, hereunder, such volume of gas shall be corrected to an absolute pressure of 101.325 kilopascals. Atmospheric pressure is assumed to be the levels shown below in kilopascals (absolute) regardless of the actual atmospheric pressure at which the gas is measured and delivered.

<u>Zone</u>	<u>Assumed Atmospheric Pressure kPa</u>
1	100.148
2	99.494
3	98.874
4	98.564
5	98.185
6	97.754
7	97.582
8	97.065
9	96.721
10	100.561
11	99.321
12	98.883

Effective

July 1, 2010
O.E.B. ORDER # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010.

FIRM INDUSTRIAL AND COMMERCIAL CONTRACT RATE**(A) Availability**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer who enters into a contract for the purchase or transportation of gas for a minimum term of one year that specifies a daily contracted demand between 4 800 m³ and 140 870 m³.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

1. Bills will be rendered monthly and shall be the total of:

(i) A Monthly Demand Charge		
First	8 450 m ³ of daily contracted demand	45.7485 ¢ per m ³
Next	19 700 m ³ of daily contracted demand	19.8487 ¢ per m ³
All Over	28 150 m ³ of daily contracted demand	16.4833 ¢ per m ³

(ii) A Monthly Delivery Commodity Charge		
First 422 250 m ³ delivered per month		0.8376 ¢ per m ³
Next volume equal to 15 days use of daily contracted demand		0.8376 ¢ per m ³
For remainder of volumes delivered in the month		0.3741 ¢ per m ³
Delivery- Price Adjustment (All Volumes)		0.0001 ¢ per m ³

(iii) Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel. The applicable rates are provided in Schedule "A"

2. Overrun Charge

Authorized overrun gas is available provided that it is authorized by Union in advance. Union will not unreasonably withhold authorization. Overrun means gas taken on any day in excess of 103% of contracted daily demand. Authorized overrun will be available April 1 through October 31 and will be paid for at a Delivery Rate of 2.3417 ¢ per m³ and, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m³ for all volumes purchased.

Unauthorized overrun gas taken in any month shall be paid for at the rate of 5.2268 ¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³ for all gas supply volumes purchased.

3. Minimum Annual Charge

In each contract year, the customer shall purchase from Union or pay for a minimum volume of gas or transportation services equivalent to 146 days use of contracted demand. Overrun gas volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume the customer shall pay an amount equal to the deficiency from the minimum volume times a Delivery Charge of 1.1514 ¢ per m³ and, if applicable a gas supply commodity charge provided in Schedule "A".

In the event that the contract period exceeds one year the annual minimum volume will be prorated for any part year.



(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems for all volumes. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(F) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union.

Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.

INTERRUPTIBLE INDUSTRIAL AND COMMERCIAL CONTRACT RATE**(A) Availability**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer who enters into a contract for the purchase or transportation of gas for a minimum term of one year that specifies a daily contracted demand between 4 800 m³ and 140 870 m³ inclusive.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

1. Interruptible Service

The price of all gas delivered by Union pursuant to any contract, contract amendment, or contract renewal shall be determined on the basis of the following schedules:

a) (i) Monthly Delivery Commodity Charge

<u>Daily Contracted Demand Level (CD)</u>	<u>Price per m³</u>
4 800 m ³ ≤ CD < 17 000 m ³	1.7999 ¢ per m ³
17 000 m ³ ≤ CD < 30 000 m ³	1.6700 ¢ per m ³
30 000 m ³ ≤ CD < 50 000 m ³	1.6017 ¢ per m ³
50 000 m ³ ≤ CD < 70 000 m ³	1.5538 ¢ per m ³
70 000 m ³ ≤ CD < 100 000 m ³	1.5195 ¢ per m ³
100 000 m ³ ≤ CD ≤ 140 870 m ³	1.4858 ¢ per m ³

Delivery- Price Adjustment (All Volumes) 0.0001 ¢ per m³

(ii) Days Use of Interruptible Contract Demand

The price determined under Paragraph 1(a) of "Rates" will be reduced by the amount based on the number of Days Use of Contracted Demand as scheduled below:

For 75 days use of contracted demand	0.0530 ¢ per m ³
For each additional days use of contracted demand up to a maximum of 275 days, an additional discount of	0.00212¢ per m ³

(iii) Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A"

(iv) Monthly Charge \$504.24 per month



2. In each contract year, the customer shall take delivery from Union, or in any event pay for, if available and not accepted by the customer, a minimum volume of gas or transportation services as specified in the contract between the parties and which will not be less than 700 000 m³ per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times a Delivery Charge of 2.1137 ¢ per m³, and if applicable, a gas supply charge provided in Schedule "A".

In the event that the contract period exceeds one year, the annual minimum volume will be prorated for any part year.

3. Overrun gas is available without penalty provided that it is authorized by Union in advance. Union will not unreasonably withhold authorization. Overrun means gas taken on any day in excess of 105% of contracted daily demand.

Unauthorized overrun gas taken in any month shall be paid for at the rate of 5.2268 ¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³ for all gas supply volumes purchased.

4. Non-Interruptible Service

Union may agree, in its sole discretion, to combine an interruptible service with a firm service in which case the amount of firm daily demand to be delivered shall be agreed upon by Union and the customer.

- a) The monthly demand charge for firm daily deliveries will be 27.7229 ¢ per m³.
- b) The commodity charge for firm service shall be the rate for firm service at Union's firm rates net of a monthly demand charge of 27.7229 ¢ per m³ of daily contracted demand and a delivery commodity price adjustment of 0.0001 ¢ per m³.
- c) The interruptible commodity charge will be established under Clause 1 of this schedule.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(F) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union.

Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.



SPECIAL LARGE VOLUME
INDUSTRIAL AND COMMERCIAL CONTRACT RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Customer

- a) who enters into a contract for the purchase or transportation of gas for a minimum term of one year that specifies a combined maximum daily requirement for firm, interruptible and seasonal service of at least 140 870 m³, and a qualifying annual volume of at least 28 327 840 m³; and
- b) who has site specific energy measuring equipment installed at each Point of Consumption that will be used in determining energy balances.

For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

1. Bills will be rendered monthly and shall be the total of:

- (i) A Monthly Demand Charge

- A negotiated Monthly Demand Charge of up to 25.5108 ¢ per m³ for each m³ of daily contracted firm demand.

- (ii) A Monthly Delivery Commodity Charge

- (1) A Monthly Firm Delivery Commodity Charge for all firm volumes of 0.2242 ¢ per m³ for each m³, and a Delivery- Price Adjustment of 0.0001 ¢ per m³.

- (2) A Monthly Interruptible Delivery Commodity Charge for all interruptible volumes to be negotiated between Union and the customer not to exceed an annual average of 2.6205 ¢ per m³.

- (3) A Monthly Seasonal Delivery Commodity Charge for all seasonal volumes to be negotiated between Union and the customer not to exceed an annual average of 2.3764 ¢ per m³.

- (iii) Gas Supply Charge (if applicable)

- The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".



(iv) **Overrun Gas**

Overrun gas is available without penalty provided that it is authorized by Union in advance. Union will not unreasonably withhold authorization.

Unauthorized overrun gas taken in any month shall be paid for at the M1 rate in effect at the time the overrun occurs, plus, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m³ for all the gas supply volumes purchased.

2. In negotiating the Monthly Interruptible and Seasonal Commodity Charges, the matters to be considered include:
 - a) The volume of gas for which the customer is willing to contract,
 - b) The load factor of the customer's anticipated gas consumption, the pattern of annual use, and the minimum annual quantity of gas which the customer is willing to contract to take or in any event pay for,
 - c) Interruptible or curtailment provisions, and
 - d) Competition.
3. In each contract year, the customer shall take delivery from Union, or in any event, pay for if available and not accepted by the customer, a minimum volume of gas as specified in the contract between the parties. Overrun gas volumes will not contribute to the minimum volume.
4. The contract may provide that the Monthly Demand Charge specified in Rate Section 1 above shall not apply on all or part of the daily contracted firm demand used by the customer during the testing, commissioning, phasing in, decommissioning and phasing out of gas-using equipment for a period not to exceed one year (the "transition period"). In such event, the contract will provide for a Monthly Delivery Commodity Charge to be applied on such volume during the transition of 2.3097¢ per m³ and the total gas supply charge for utility sales provided in Schedule "A" per m³, if applicable.
5. Either the utility or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates and other charges different from the rates and other charges specified herein if the changed rates and other charges are considered by either party to be necessary, desirable and in the public interest.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(F) Bundled Direct Purchase Delivery and Short Term Supplemental Services

Where a customer elects transportation service and/or a short term supplemental service under this rate schedule, the customer must enter into a Contract under rate schedule R1.

Effective July 1, 2010
O.E.B. ORDER # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010.



LARGE WHOLESALE SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a distributor who enters into a contract to purchase and/or receive delivery of a firm supply of gas for distribution to its customers and who agrees to take or pay for an annual quantity of at least two million cubic metres.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

1. (i) A Monthly Demand Charge of 17.0389 ¢ per m³ of established daily demand determined in accordance with the service contract, such demand charge to be computed on a calendar month basis and a prorata charge to be made for the fraction of a calendar month which will occur if the day of first regular delivery does not fall on the first day of a month,
- (ii) A Delivery Commodity Charge of 0.2965 ¢ per m³, a Delivery- Price Adjustment of 0.0001 ¢ per m³ for gas delivered and,
- (iii) Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(F) Overrun Charge

Authorized:

For all quantities on any day in excess of 103% of the customer's contractual rights, for which authorization has been received, the customer will be charged 0.8566 ¢ per m³. Overrun will be authorized by Union at its sole discretion.

Unauthorized:

For all quantities on any day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged 36.0 ¢ per m³.



uniongas

Effective
2010-07-01
Rate M9
Page 2 of 2

(G) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union.

Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.

Effective

July 1, 2010
O.E.B. ORDER # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010.

SMALL WHOLESALE SERVICE RATE**(A) Availability**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a non-contract distributor who purchases and/or receives delivery of a firm supply of gas for distribution only to its own customers.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated which may be higher than the identified rates.

1. A Delivery Commodity Charge of 2.5718 ¢ per m³ for gas delivered

2. Gas Supply Charge (if applicable)

The gas supply charge is comprised of charges for transportation and for commodity and fuel.
The applicable rates are provided in Schedule "A".

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(F) Overrun Charge

In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the customer, Union will do so. This gas shall be paid for at the rate of 5.2268 ¢ per m³ for the delivery and, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m³, plus 7 ¢ per m³ for all gas supply volumes purchased.

(G) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule, the customer must enter into a Bundled T Gas Contract with Union for delivery of gas to Union.

Bundled T Gas Contract Rates and Gas Purchase Contract Rates are described in rate schedule R1.

BUNDLED DIRECT PURCHASE CONTRACT RATE**(A) Availability**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer who enters into a Receipt Contract or Gas Purchase Contract for delivery and/or sale of gas to Union.

(C) Rates

	<u>Demand Charge Rate/GJ/month</u>	<u>Commodity Charges/Credits Rate/GJ</u>
a) Transportation by Union For gas delivered to Union at any point other than the Ontario Point(s) of Receipt, Union will charge a customer all approved tolls and charges, incurred by Union to transport the gas to the Ontario Point(s) of Receipt		
b) Firm Backstop Gas Applied to the contracted Firm Backstop Gas Supply Service	\$2.351	
Backstop Gas Commodity Charge On all quantities supplied by Union to the Ontario Point(s) of Receipt		\$6.204
c) Reasonable Efforts Backstop Gas Paid on all quantities of gas supplied by Union to the customer's Point(s) of Consumption		\$7.217
d) Banked Gas Purchase T-service		Note (1)
e) Failure to Deliver Applied to all quantities not delivered to Union in the event the customer's supply fails		\$2.756
f) Short Term Storage / Balancing Service (2) Maximum		\$6.000
g) Discretionary Gas Supply Service ("DGSS")		Note (3)



Notes:

- (1) The charge for banked gas purchases shall be the higher of the daily spot cost at Dawn in the month of or the month following the month in which gas is sold under this rate and shall not be less than Union's approved weighted average cost of gas.
- (2) Short Term Storage / Balancing Service is:
 - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term firm deliverability, OR
 - iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for short term storage services, the matters that are to be considered include:

- i) The minimum amount of storage service to which a customer is willing to commit,
 - ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
 - iii) Utilization of facilities, and
 - iv) Competition
- (3) Discretionary Gas Supply Service price reflects the "back-to-back" price plus gas supply administration charge.

**STORAGE AND TRANSPORTATION RATES
FOR CONTRACT CARRIAGE CUSTOMERS****(A) Availability**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer

- a) whose combined firm and interruptible service minimum annual transportation of natural gas is 5 000 000 m³ or greater; and
- b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for use at facilities located within Union's gas franchise area; and
- c) who has meters with electronic recording at each Point of Consumption; and
- d) who has site specific energy measuring equipment installed at each Point of Consumption that will be used in determining energy balances; and
- e) for whom Union has determined transportation and/or storage capacity is available.

For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.

(C) Rates

The following rates shall be charged for all quantities contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE:

	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.010			
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory	\$1.626			
Customer provides deliverability Inventory (4)	\$1.038			
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	\$1.038			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.038			



	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	For Customers Providing Their Own Compressor Fuel	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.044	0.604%	\$0.007
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.044	0.604%	\$0.007
g) Short Term Storage / Balancing Service Maximum		\$6.000		

Notes:

1. Demand charges for Annual Services are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.
2. Annual Firm Injection Rights are equal to 100% of their respective Annual Firm Withdrawal Rights. Injection Rights in excess of the Annual Firm Injection Rights will be charged at the Incremental Firm Injection Right.
3. Annual Firm Storage Space

The maximum storage space available to a customer at the rates specified herein is determined by one of the following storage allocation methodologies:

3.1 Aggregate Excess

Aggregate excess is the difference between a customer's gas consumption in the 151-day winter period and consumption during the balance of the year. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

3.2 Obligated daily contract quantity multiple of 15

Obligated daily contract quantity is the firm daily quantity of gas which the customer must deliver to Union. The 15 x obligated daily contract quantity calculation will be done using the daily contract quantity for the upcoming contract year. At each contract renewal, the 15 x obligated daily contract quantity calculation will be performed to set the new space allocation.

- 3.3 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m³/day) gas fired power generation customers, storage space is determined by peak hourly consumption x 24 x 4 days. Should the customer elect firm deliverability less than their maximum entitlement (see Note 4.2), the maximum storage space available at the rates specified herein is 10 x firm storage deliverability contracted, not to exceed peak hourly consumption x 24 x 4 days.

Customers may contract for less than their maximum entitlement of firm storage space.



4. Annual Injection/Withdrawal Right

The maximum level of deliverability available to a customer at the rates specified herein is determined by one of the following methodologies:

4.1 The greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.

4.2 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m³/day) gas fired power generation customers, the maximum entitlement of firm storage deliverability is 24 times the customer's peak hourly consumption, with 1.2% firm deliverability available at the rates specified herein.

Customers may contract for less than their maximum entitlement of deliverability. A customer may contract up to this maximum entitlement with a combination of firm and interruptible deliverability as specified in Section (C) Storage Service.

5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.

6. Storage Space and Withdrawal Rights are not assignable to any other party without the prior written consent of Union.

7. Deliverability Inventory being defined as 20% of annual storage space.

8. Short Term Storage / Balancing Service is:

- i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, or
- ii) short-term firm deliverability, or
- iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for service, the matters that are to be considered include:

- i) The minimum amount of storage service to which a customer is willing to commit,
- ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
- iii) Utilization of facilities, and
- iv) Competition



TRANSPORTATION CHARGES:

	Demand Charge <u>Rate/m³/mo</u>	Commodity Charge <u>Rate/m³</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio (5) (6)</u>	<u>Commodity Charge Rate/m³</u>
a) Annual Firm Transportation Demand				
Applied to the Firm Daily Contract Demand				
First 140,870 m ³ per month	19.1591 ¢			
All over 140,870 m ³ per month	13.0919 ¢			
b) Firm Transportation Commodity				
Paid on all firm quantities redelivered to the customer's Point(s) of Consumption				
First 2,360,653 m ³ per month		0.3072 ¢	0.561%	0.1776 ¢
All over 2,360,653 m ³ per month		0.2180 ¢	0.561%	0.0884 ¢
c) Interruptible Transportation Commodity				
Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption				
Maximum		2.6205 ¢	0.561%	2.4909 ¢

Notes:

- All demand charges are paid monthly during the term of the contract for not less than one year unless Union, at its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.
- Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day and who are directly connected to i) the Dawn-Trafalgar transmission system in close proximity to Parkway or ii) a third party pipeline, have the option to pay for service using a Billing Contract Demand. The Billing Contract Demand shall be determined by Union such that the annual revenues over the term of the contract will recover the invested capital, return on capital and operating and maintenance costs associated with the dedicated service in accordance with Union's system expansion policy. The firm transportation demand charge will be applied to the Billing Contract Demand. For customers choosing the Billing Contract Demand option, the authorized transportation overrun rate will apply to all volumes in excess of the Billing Contract Demand but less than the daily firm demand requirement.
- In negotiating the rate to be charged for the transportation of gas under Interruptible Transportation, the matters that are to be considered include:
 - The amount of the interruptible transportation for which customer is willing to contract,
 - The anticipated load factor for the interruptible transportation quantities,
 - Interruptible or curtailment provisions, and
 - Competition.
- In each contract year, the customer shall pay for a Minimum Interruptible Transportation Activity level as specified in the Contract. Overrun activity will not contribute to the minimum activity level.
- Transportation fuel ratios do not apply to customers served from dedicated facilities directly connected to third party transmission systems with custody transfer metering at the interconnect.



6. Firm transportation fuel ratio does not apply to new customers or existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day that contract for M12 Dawn to Parkway transportation service equivalent to 100% of their daily firm demand requirement. If a customer with a daily firm demand requirement in excess of 1,200,000 m³/day contracts for M12 Dawn to Parkway transportation service at less than 100% of their firm daily demand requirement, the firm transportation fuel ratio will be applicable to daily volumes not transported under the M12 transportation contract.
7. Either Union or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates and other charges different from the rates and other charges specified herein if the changed rates and other charges are considered by either party to be necessary, desirable and in the public interest.

SUPPLEMENTAL CHARGES:

Rates for supplemental services are provided in Schedule "A".

Notes:

1. All demand charges are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year.

OVERRUN SERVICE:

1. Annual Storage Space

Authorized

Authorized Overrun is provided as Storage/Balancing Service. It is payable on all quantities on any Day in excess of the customer's contracted Maximum Storage Space. Overrun will be authorized by Union at its sole discretion. Storage Space Overrun equal to the customer's firm deliveries from TCPL: less the customer's Firm Daily Contract Demand, all multiplied by the Days of Interruption called during the period of November 1 to March 31, will be automatically authorized until the following July 1.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space, and which has not been authorized by Union or provided for under a short term supplemental storage service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate will be \$6.000 per GJ applied to the greatest excess for each occurrence.

If on any Day the gas storage balance for the account of the customer is less than zero, the Unauthorized Overrun charge will apply for each GJ of gas below a zero inventory level and this amount of gas shall be deemed not to have been withdrawn from storage. The gas shall be deemed to have been sold to the customer at the highest spot price at Dawn in the month of occurrence and the month following occurrence as identified in the Canadian Gas Price Reporter and shall not be less than Union's approved weighted average cost of gas. If the customer has contracted to provide its own deliverability inventory, the zero inventory level shall be deemed to mean twenty percent (20%) of the Annual Firm Storage Space.

**2. Injection, Withdrawals and Transportation**

Authorized

The following Overrun rates are applied to any quantities transported, injected or withdrawn in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion.

Automatic authorization of Injection Overrun will be given during all Days a customer has been interrupted.

	Union Providing <u>Fuel</u>	For Customers Providing Their Own Compressor Fuel <u>Firm or Interruptible Service</u>	
	Firm or Interruptible <u>Service</u>	<u>Fuel Ratio</u>	<u>Commodity Charge</u>
Storage Injections	\$0.124/GJ	1.04%	\$0.060/GJ
Storage Withdrawals	\$0.124/GJ	1.04%	\$0.060/GJ
Transportation	0.9370 ¢/m ³	0.561%	0.8075 ¢/m ³

Unauthorized

For all quantities on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged 5.2268 ¢ per m³ or \$1.385 per GJ, as appropriate.

3. Storage / Balancing Service

Authorized

The following Overrun rates are applied to any quantities stored in excess of the Contract parameters. Overrun will be authorized by Union Gas at its sole discretion.

	<u>Firm Service Rate/GJ</u>
Space	\$6.000
Injection / Withdrawal Maximum	\$6.000

**OTHER SERVICES & CHARGES:****1. Monthly Charge**

In addition to the rates and charges described previously for each Point of Consumption, a Monthly Charge shall be applied as follows:

Monthly Charge	\$1 815.28
----------------	------------

2. Diversion of Gas

The availability of the right to divert gas will be based on Union's ability to accommodate the diversion. The price to be charged for the right to divert shall be determined through negotiation.

3. Delivery Obligations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day who are delivering gas to Union under direct purchase arrangements may be entitled to non-obligated deliveries. The delivery options available to customers are detailed at www.uniongas.com/aboutus/regulatory/rates/deliveryobligations.asp.

Unless otherwise authorized by Union, all other customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

4. Nominations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day who have non obligated deliveries may contract to use Union's 5 additional nomination windows (13 in total) for the purposes of delivering gas to Union. These windows are in addition to the standard NAESB and TCPL STS nomination windows. Customers taking the additional nomination window service will pay an additional monthly demand charge of \$0.698/GJ/day/month multiplied by the non-obligated daily contract quantity.

5. Additional Service Information

Additional information on Union's T1 service offering can be found at www.uniongas.com/aboutus/regulatory/rates/T1info.asp. The additional information consists of, but is not limited to, the following:

- i. Storage space and deliverability entitlement;
- ii. The determination of gas supply receipt points and delivery obligations;
- iii. The nomination schedule;
- iv. The management of multiple redelivery points by a common fuel manager; and
- v. The availability of supplemental transactional services including title transfers.



uniongas

Effective
2010-07-01
Rate T-1
Page 8 of 8

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

Effective

July 1, 2010
O.E.B. ORDER # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010

**STORAGE AND TRANSPORTATION RATES
FOR CONTRACT CARRIAGE CUSTOMERS****(A) Availability**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor:

- a) whose minimum annual transportation of natural gas is 700 000 m³ or greater; and
- b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for distribution to its customers; and
- c) who has meters with electronic recording at each Point of Redelivery; and
- d) for whom Union has determined transportation and/or storage capacity is available.

(C) Rates

The following rates shall be charged for all quantities contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE

	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.010			
b) Annual Firm Injection/Withdrawal Right Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory	\$1.626			
Customer provides deliverability Inventory (4)	\$1.038			
c) Incremental Firm Injection Right Applied to the contracted Maximum Incremental Firm Injection Right	\$1.038			
d) Annual Interruptible Withdrawal Right Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.038			



	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	For Customers Providing Their Own Compressor Fuel Fuel Ratio	Commodity Charge <u>Rate/GJ</u>
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.044	0.604%	\$0.007
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.044	0.604%	\$0.007
g) Short Term Storage / Balancing Service Maximum		\$6.000		

Notes:

1. Demand charges for Annual Services are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.
2. Annual Firm Injection Rights are equal to 100% of their respective Annual Firm Withdrawal Rights. Injection Rights in excess of the Annual Firm Injection Rights will be charged at the Incremental Firm Injection Right.
3. Annual Firm Storage Space

The maximum storage space available to a customer at the rates specified herein is determined by one of the following storage allocation methodologies:

3.1 Aggregate Excess

Aggregate excess is the difference between a customer's gas consumption in the 151-day winter period and consumption during the balance of the year. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

3.2 Obligated daily contract quantity multiple of 15

Obligated daily contract quantity is the firm daily quantity of gas which the customer must deliver to Union. The 15 x obligated daily contract quantity calculation will be done using the daily contract quantity for the upcoming contract year. At each contract renewal, the 15 x obligated daily contract quantity calculation will be performed to set the new space allocation.

Customers may contract for less than their maximum entitlement of firm storage space.

4. Annual Injection/Withdrawal Right

The maximum level of deliverability available to a customer at the rates specified herein is determined to be the greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.

Customers may contract for less than their maximum entitlement of deliverability. A customer may contract up to this maximum entitlement with a combination of firm and interruptible deliverability as specified in Section (C) Storage Service.



5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.
6. Storage Space and Withdrawal Rights are not assignable to any other party without the prior written consent of Union.
7. Deliverability Inventory being defined as 20% of annual storage space.
8. Short Term Storage / Balancing Service is:
 - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term firm deliverability, OR
 - iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for this service, the matters that are to be considered include:

- i) The minimum amount of storage service to which a customer is willing to commit,
- ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
- iii) Utilization of facilities, and
- iv) Competition

**TRANSPORTATION CHARGES**

	Demand Charge <u>Rate/m³/mo</u>	Commodity Charge <u>Rate/m³</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/m³</u>
a) Annual Firm Transportation Demand (1) Applied to the Firm Daily Contract Demand	9.0665 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the Customer's Point(s) of Redelivery		0.2371 ¢	0.731%	0.0683 ¢

Notes:

- (1) All demand charges are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.

SUPPLEMENTAL CHARGES

Rates for supplemental services are provided in Schedule "A".

Notes:

1. All demand charges are paid monthly during the term of the contract for not less than one year unless Union, in its sole discretion, accepts a term of less than one year.

OVERRUN SERVICE**1. Annual Storage Space**

Authorized

Authorized Overrun is provided as Storage/Balancing Service. It is payable on all quantities on any Day in excess of the customer's contracted Maximum Storage Space. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space, and which has not been authorized by Union or provided for under a short term supplemental storage service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate will be \$6.000 per GJ applied to the greatest excess for each occurrence.

If on any Day, the gas storage balance for the account of the customer is less than zero, the Unauthorized Overrun charge will apply for each GJ of gas below a zero inventory level and this amount of gas shall be deemed not to have been withdrawn from storage. The gas shall be deemed to have been sold to the customer at the highest spot price at Dawn in the month of occurrence and the month following occurrence as identified in the Canadian Gas Price Reporter and shall not be less than Union's approved weighted average cost of gas. If the customer has contracted to provide its own deliverability inventory, the zero inventory level shall be deemed to mean twenty percent (20%) of the Annual Firm Storage Space.

**2. Injection, Withdrawals and Transportation**

Authorized

The following Overrun rates are applied to any quantities transported, injected or withdrawn in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion.

	Union Providing <u>Fuel</u>	For Customers Providing Their Own Compressor Fuel <u>Firm or Interruptible Service</u>	
	Firm or Interruptible <u>Service</u>	<u>Fuel Ratio</u>	<u>Commodity Charge</u>
Storage Injections	\$0.124/GJ	1.04%	\$0.060/GJ
Storage Withdrawals	\$0.124/GJ	1.04%	\$0.060/GJ
Transportation	0.5352 ¢/m ³	0.731%	0.3664 ¢/m ³

Unauthorized

For all quantities on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged 36.0¢ per m³ or \$9.541 per GJ, as appropriate.

3. Short Term Storage Services

Authorized

The following Overrun rates are applied to any quantities stored in excess of the Contract parameters. Overrun will be authorized by Union Gas at its sole discretion.

	<u>Firm Service Rate/GJ</u>
Space	\$6.000
Injection Maximum	\$6.000

**OTHER SERVICES & CHARGES****1. Monthly Charge**

In addition to the rates and charges described previously for each Point of redelivery a Monthly Charge shall be applied to each specific customer as follows:

	<u>Monthly Charge</u>
City of Kitchener	\$ 17,601.66
NRG	\$ 2,702.03
Six Nations	\$ 900.68

If a customer combines Sales Service with Contract Carriage Service, the monthly charge will be prorated such that the customer will under both services pay no more than the above monthly charge.

2. Diversion of Gas

The availability of the right to divert gas will be based on Union's ability to accommodate the diversion. The price to be charged for the right to divert shall be determined through negotiation.

3. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a point(s) specified by Union and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrangements must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

**uniongas**Effective
2010-07-01
Schedule "A"**Gas Supply Charges****(A) Availability:**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability:

To all sales customers served under rates M1, M2, M4, M5A, M7, M9, M10 and storage and transportation customers taking supplemental services under rates T1 and T3.

(C) Rates:cents / m³Utility Sales

Commodity and Fuel	17.2288 (1)
Commodity and Fuel - Price Adjustment	(4.1373)
Transportation	4.7728
Total Gas Supply Commodity Charge	<u>17.8643</u>

Minimum Annual Gas Supply Commodity Charge

Rate M4 Firm and Rate M5A Interruptible Contract	5.5400
--	--------

Storage and Transportation Supplemental Services - Rate T1 & T3

\$/GJ

Monthly demand charges:

Firm gas supply service	47.404
Firm backstop gas	2.351

Commodity charges:

Gas supply	4.550
Backstop gas	6.204
Reasonable Efforts Backstop Gas	7.217
Supplemental Inventory	Note (2)
Supplemental Gas Sales Service (cents / m ³)	25.1406
Failure to Deliver: Applied to quantities not delivered to Union	2.756
in the event the customer's supply fails	
Discretionary Gas Supply Service (DGSS)	Note (3)

Notes:

- (1) The Commodity and Fuel line includes gas supply administration charge of 0.3138 cents/ m³.
- (2) The charge for banked gas purchases shall be the higher of the daily spot gas cost at Dawn in the month of or the month following the month in which gas is sold under this rate and shall not be less than Union's approved weighted average cost of gas.
- (3) Reflects the "back to back" price plus gas supply administration charge.

Effective: July 1, 2010
O.E.B. Order # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010.

**STORAGE RATES FOR
UNBUNDLED CUSTOMERS****(A) Availability**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer, or an agent, who is authorized to service residential and non-contract commercial and industrial end-users paying for the Monthly Fixed Charge and Delivery charge under Rate M1 or Rate M2:

- a) who enters into an Unbundled Service Contract with Union for the storage of Gas for use at facilities located within Union's gas franchise area;
- b) who contracts for Standard Peaking Service (SPS) with Union unless the customer can demonstrate that it has a replacement to the deliverability available in the SPS physically tied into Union's system and an OEB approved rate to provide the SPS replacement service;
- c) who accepts daily estimates of consumption at Points of Consumption as prepared by Union so that they may nominate an equivalent amount from storage, upstream transportation, or Ontario Producers authorized to sell to third parties;
- d) who nominates injections and withdrawals from storage and deliveries on upstream pipeline systems daily or Ontario Producers authorized to sell to third parties;
- e) for whom Union has determined storage capacity is available; and
- f) who accepts a monthly bill as prepared by Union.

(C) Rates

The following rates shall be charged for all volumes contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE

	Demand Charge <u>Rate/GJ/mo</u>	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.021		
b) Injection Commodity		0.604%	\$0.015
c) Withdrawal Commodity		0.604%	\$0.015
ii) Standard Peaking Service (SPS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.104		
b) Injection Commodity		0.604%	\$0.015
c) Withdrawal Commodity		1.04%	\$0.015



	<u>Demand Charge</u> <u>Rate/GJ/mo</u>	<u>Fuel</u> <u>Ratio</u>	<u>Commodity Charge</u> <u>Rate/GJ</u>
iii) Supplemental Service			
a) Incremental Firm Injection Right: (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$0.943		
b) Incremental Firm Withdrawal Right: (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$0.943		
c) Short Term Storage / Balancing Service - Maximum			\$6.000

Notes:

1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.
2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.
3. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.
4. Short Term Storage / Balancing service (less than 2 years) is:
 - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term incremental firm deliverability, OR
 - iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for service, the matters that are to be considered include:

- i) The minimum amount of storage service to which a customer is willing to commit,
 - ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
 - iii) Utilization of facilities,
 - iv) Competition, and
 - v) Term.
5. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

**OVERRUN SERVICE****1. Injection and Withdrawal**

Authorized

	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
Injection	1.04%	\$0.046
Withdrawal	1.04%	\$0.046

The Authorized Overrun rate is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.

OTHER SERVICES & CHARGES

1. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must commit to provide a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

Effective

July 1, 2010
O.E.B. ORDER # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010.

**STORAGE AND DELIVERY RATES
FOR UNBUNDLED CUSTOMERS****(A) Availability**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To an interruptible industrial and commercial customer:

- a) whose daily contracted demand is between 4 800 m³ and 140 870 m³ inclusive;
- b) who enters into an Unbundled Service Contract with Union for the delivery or the storage and delivery of Gas for use at facilities located within Union's gas franchise area;
- c) who has meters with electronic recording at each Point of Consumption;
- d) who nominates injections and withdrawals from storage, deliveries on upstream pipeline systems daily or Ontario Producers authorized to sell to third parties; and
- e) for whom Union has determined delivery and/or storage capacity is available.

(C) Rates

The following rates shall be charged for all volumes contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE

	<u>Demand Charge Rate/GJ/mo</u>	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.021		
b) Injection Commodity		0.604%	\$0.015
c) Withdrawal Commodity		0.604%	\$0.015
ii) Supplemental Service			
a) Incremental Firm Injection Right (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$0.943		
b) Incremental Firm Withdrawal Right (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$0.943		
c) Short Term Storage / Balancing Service - Maximum			\$6.000



Notes:

1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.
2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.
3. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.
4. Short Term Storage / Balancing service (less than 2 years) is:
 - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term incremental firm deliverability, OR
 - iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for service, the matters that are to be considered include:

- i) The minimum amount of storage service to which a customer is willing to commit,
 - ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
 - iii) Utilization of facilities,
 - iv) Competition, and
 - v) Term.
5. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

DELIVERY SERVICE

1. Interruptible Service

The price of all gas delivered by the Company pursuant to any contract, contract amendment, or contract renewal shall be determined on the basis of the following schedules:

(i) Monthly Delivery Commodity Charge

<u>Daily Contracted Demand Level (CD)</u>	<u>Price per m³</u> (¢/m ³)
4 800 m ³ ≤ CD < 17 000 m ³	1.3617
17 000 m ³ ≤ CD < 30 000 m ³	1.2318
30 000 m ³ ≤ CD < 50 000 m ³	1.1635
50 000 m ³ ≤ CD < 70 000 m ³	1.1156
70 000 m ³ ≤ CD < 100 000 m ³	1.0813
100 000 m ³ ≤ CD ≤ 140 870 m ³	1.0476

(ii) Days Use of Interruptible Contract Demand

The price determined under Paragraph 1(i) of "Delivery Service" will be reduced by the amount based on the number of Days Use of Contracted Demand as scheduled below:

For 75 days use of contracted demand	.053¢ per m ³ minimum
For each additional days use of contracted demand up to a maximum of 275 days, an additional discount of	.00212¢ per m ³ minimum

(iii) Monthly Charge \$504.24 per month



2. In each contract year, the customer shall take delivery from the Company or in any event pay for if available and not accepted by the customer, a minimum volume of gas or delivery services as specified in the contract between the parties and which will not be less than 700 000 m³ per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times a Delivery charge of 1.3617 ¢ per m³.

In the event that the contract period exceeds one year, the annual minimum volume will be prorated for any part year.

3. **Non-Interruptible Service**

The Company may agree, at its sole discretion, to combine an interruptible service with a firm service in which case the amount of firm daily demand to be delivered shall be agreed upon by the Company and the customer.

- a) The monthly demand charge for firm daily deliveries will be 21.9579 ¢ per m³.
- b) The commodity charge for firm service shall be the rate for firm service at the Company's firm rates net of a monthly demand charge of 21.9579 ¢ per m³ of daily contracted demand.
- c) The interruptible commodity charge will be established under Clause 1 of "Delivery Service" of this schedule.

OVERRUN SERVICE

1. Injection and Withdrawal

Authorized

	<u>Fuel</u> <u>Ratio</u>	<u>Commodity</u> <u>Charge</u> <u>Rate/GJ</u>
Injection	1.04%	\$0.046
Withdrawal	1.04%	\$0.046

The Authorized Overrun rate is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.



2. Delivery

Authorized

Overrun Delivery Service is available without penalty provided that it is authorized by the Company in advance. The Company will not unreasonably withhold authorization.

Unauthorized

Unauthorized Delivery Overrun Service taken in a month shall be paid for at the rate of 5.2268 ¢ per m³.

OTHER SERVICES & CHARGES

1. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must commit to provide a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

2. Nomination Variances

The rate for unauthorized parking or drafting which results from nomination variances shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. During the period September 1 to November 30, and February 1 to April 30, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ's. For the remainder of the year, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 8% of the nominated amount and 302 GJ's.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

**STORAGE AND DELIVERY RATES
FOR UNBUNDLED CUSTOMERS****(A) Availability**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer:

- a) whose combined firm and interruptible service minimum annual delivery of natural gas is 5 000 000 m³ or greater;
- b) who enters into an Unbundled Service Contract with Union for the delivery or the storage and delivery of Gas for use at facilities located within Union's gas franchise area;
- c) who has meters with electronic recording at each Point of Consumption;
- d) who nominates injections and withdrawals from storage, deliveries on upstream pipeline systems daily, or Ontario Producers authorized to sell to third parties;
- e) for whom Union has determined delivery and/or storage capacity is available; and
- f) who has site specific energy measuring equipment installed at each Point of Consumption that will be used in determining energy balances.

For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's property will be used, irrespective of the number of meters installed.

(C) Rates

The following rates shall be charged for all volumes contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE

	<u>Demand Charge Rate/GJ/mo</u>	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.021		
b) Injection Commodity		0.604%	\$0.015
c) Withdrawal Commodity		0.604%	\$0.015
ii) Supplemental Service			
a) Incremental Firm Injection Right (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$0.943		
b) Incremental Firm Withdrawal Right (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$0.943		
c) Short Term Storage / Balancing Service - Maximum			\$6.000



Notes:

1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.
2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.
3. Annual Firm Storage Space

The maximum storage space available to a customer at the rates specified herein is determined by one of the following storage allocation methodologies:

3.1 Aggregate Excess

Aggregate excess is the difference between a customer's gas consumption in the 151-day winter period and consumption during the balance of the year. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

3.2 Obligated daily contract quantity multiple of 15

Obligated daily contract quantity is the firm daily quantity of gas which the customer must deliver to Union. The 15 x obligated daily contract quantity calculation will be done using the daily contract quantity for the upcoming contract year. At each contract renewal, the 15 x obligated daily contract quantity calculation will be performed to set the new space allocation.

- 3.3 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m³/day) gas fired power generation customers, storage space is determined by peak hourly consumption x 24 x 4 days. Should the customer elect firm deliverability less than their maximum entitlement (see Note 4.2), the maximum storage space available at the rates specified herein is 10 x firm storage deliverability contracted, not to exceed peak hourly consumption x 24 x 4 days.

Customers may contract for less than their maximum entitlement of firm storage space.

4. Annual Injection/Withdrawal Right

The maximum level of deliverability available to a customer at the rates specified herein is determined by one of the following methodologies:

- 4.1 The greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.
- 4.2 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m³/day) gas fired power generation customers, the maximum entitlement of firm storage deliverability is 24 times the customer's peak hourly consumption, with 1.2% firm deliverability available at the rates specified herein.

Customers may contract for less than their maximum entitlement of deliverability. A customer may contract up to this maximum entitlement with a combination of firm and interruptible deliverability as specified in Section (C) Storage Service.

5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.



6. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.
7. Short Term Storage / Balancing Service (less than 2 years) is:
- i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term incremental firm deliverability, OR
 - iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for service, the matters that are to be considered include:

- i) The minimum amount of storage service to which a customer is willing to commit,
 - ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
 - iii) Utilization of facilities,
 - iv) Competition, and
 - v) Term.
8. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

DELIVERY SERVICE

	<u>Demand Charge</u> <u>Rate/m³/mo</u>	<u>Fuel</u> <u>Ratio (5) (6)</u>	<u>Commodity Charge</u> <u>Rate/ m³</u>
a) Annual Firm Delivery Demand			
Applied to the Firm Daily Contracted Demand			
First 140,870 m ³ per month	19.1591 ¢		
All over 140,870 m ³ per month	13.0919 ¢		
b) Firm Delivery Commodity			
Paid on all firm volumes redelivered to the customer's Point(s) of Consumption			
First 2,360,653 m ³ per month		0.561%	0.1776 ¢
All over 2,360,653 m ³ per month		0.561%	0.0884 ¢
c) Interruptible Delivery Commodity			
Paid on all interruptible volumes redelivered to the customer's Point of Consumption – Maximum		0.561%	2.4909 ¢



Notes:

1. All demand charges are paid monthly during the term of the Contract, which shall not be less than one year unless Union, at its sole discretion, accepts a term of less than one year.
2. Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day and who are directly connected to i) the Dawn-Trafalgar transmission system in close proximity to Parkway or ii) a third party pipeline, have the option to pay for service using a Billing Contract Demand. The Billing Contract Demand shall be determined by Union such that the annual revenues over the term of the contract will recover the invested capital, return on capital and operating and maintenance costs associated with the dedicated service in accordance with Union's system expansion policy. The firm transportation demand charge will be applied to the Billing Contract Demand. For customers choosing the Billing Contract Demand option, the authorized transportation overrun rate will apply to all volumes in excess of the Billing Contract Demand but less than the daily firm demand requirement.
3. In negotiating the rate to be charged for the delivery of gas under interruptible Delivery, the matters that are to be considered include:
 - a) The amount of the Interruptible Delivery for which customer is willing to contract,
 - b) The anticipated load factor for the Interruptible Delivery volumes,
 - c) Interruptible or curtailment provisions, and
 - d) Competition.
4. In each contract year, the customer shall pay for a Minimum Interruptible Delivery Activity level as specified in the Contract. Overrun activity will not contribute to the minimum activity level.
5. Transportation fuel ratios do not apply to customers served from dedicated facilities directly connected to third party transmission systems with custody transfer metering at the interconnect.
6. Firm transportation fuel ratio does not apply to new customers or existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day that contract for M12 Dawn to Parkway transportation service equivalent to 100% of their daily firm demand requirement. If a customer with a daily firm demand requirement in excess of 1,200,000 m³/day contracts for M12 Dawn to Parkway transportation service at less than 100% of their firm daily demand requirement, the firm transportation fuel ratio will be applicable to daily volumes not transported under the M12 transportation contract.

**OVERRUN SERVICE****1. Injection and Withdrawal**

Authorized

	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
Injection	1.04%	\$0.046
Withdrawal	1.04%	\$0.046

The Authorized Overrun rate is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.

2. Delivery

Authorized

The following Authorized Overrun rates are applied to any volumes transported in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion.

	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/ m³</u>
Delivery	0.561%	0.8075 ¢

Unauthorized

For all volumes on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged a rate of 5.2268 ¢ per m³.

**OTHER SERVICES & CHARGES****1. Monthly Charge**

In addition to the rates and charges described previously for each Point of Consumption, a Monthly Charge shall be applied as follows:

Monthly Charge	\$1 815.28 per month
----------------	----------------------

2. Delivery Obligations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day who are delivering gas to Union under direct purchase arrangements may be entitled to non-obligated deliveries. The delivery options available to customers are detailed at www.uniongas.com/aboutus/regulatory/rates/deliveryobligations.asp.

Unless otherwise authorized by Union, all other customers who are delivering gas to Union under direct purchase arrangements must commit to provide a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

3. Nominations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day who have non obligated deliveries may contract to use Union's 5 additional nomination windows (13 in total) for U7 storage services, U7 delivery services and U7 gas supply receipts. These windows are in addition to the standard NAESB and TCPL STS nomination windows. Customers taking the additional nomination window service will pay an additional monthly demand charge of \$0.698/GJ/day/month multiplied by the non-obligated daily contract quantity.

4. Nomination Variances

The rate for unauthorized parking or drafting which results from nomination variances (i.e. the difference between nominated consumption and actual consumption) shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. During the period September 1 to November 30, and February 1 to April 30, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ's. For the remainder of the year, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 8% of the nominated amount and 302 GJ's.



5. Additional Service Information

Additional information on Union's U7 service offering can be found at www.uniongas.com/aboutus/regulatory/rates/U7info.asp. The additional information consists of, but is not limited to, the following:

- i. Storage space and deliverability entitlement;
- ii. The determination of gas supply receipt points and delivery obligations;
- iii. The nomination schedule;
- iv. The management of multiple redelivery points by a common fuel manager; and
- v. The availability of supplemental transactional services including title transfers.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

**STORAGE AND DELIVERY RATES
FOR UNBUNDLED CUSTOMERS****(A) Availability**

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor

- a) whose minimum annual delivery of natural gas is 700 000 m³ or greater;
- b) who enters into an Unbundled Service Contract with Union for the delivery or the storage and delivery of Gas for use at facilities located within Union's gas franchise area;
- c) who has meters with electronic recording at each Point of Consumption;
- d) who nominates injections and withdrawals from storage, deliveries on upstream pipeline systems daily or Ontario Producers authorized to sell to third parties; and
- e) for whom Union has determined delivery and/or storage capacity is available.

(C) Rates

The following rates shall be charged for all volumes contracted or handled as appropriate. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

STORAGE SERVICE

	<u>Demand Charge</u> <u>Rate/GJ/mo</u>	<u>Fuel</u> <u>Ratio</u>	<u>Commodity Charge</u> <u>Rate/GJ</u>
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.021		
b) Injection Commodity		0.604%	\$0.015
c) Withdrawal Commodity		0.604%	\$0.015
ii) Supplemental Service			
a) Incremental Firm Injection Right (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$0.943		
b) Incremental Firm Withdrawal Right (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$0.943		
c) Short Term Storage / Balancing Service - Maximum			\$6.000



Notes:

1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.
2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.
3. Annual Firm Storage Space

The maximum storage space available to a customer at the rates specified herein is determined by one of the following storage allocation methodologies:

3.1 Aggregate Excess

Aggregate excess is the difference between a customer's gas consumption in the 151-day winter period and consumption during the balance of the year. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

3.2 Obligated daily contract quantity multiple of 15

Obligated daily contract quantity is the firm daily quantity of gas which the customer must deliver to Union. The 15 x obligated daily contract quantity calculation will be done using the daily contract quantity for the upcoming contract year. At each contract renewal, the 15 x obligated daily contract quantity calculation will be performed to set the new space allocation.

Customers may contract for less than their maximum entitlement of firm storage space.

4. Annual Injection/Withdrawal Right

The maximum level of deliverability available to a customer at the rates specified herein is determined to be the greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.

Customers may contract for less than their maximum entitlement of deliverability. A customer may contract up to this maximum entitlement with a combination of firm and interruptible deliverability as specified in Section (C) Storage Service.

5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.
6. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.
7. Short Term Storage / Balancing service (less than 2 years) is:
 - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term incremental firm deliverability, OR
 - iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for service, the matters that are to be considered include:

 - i) The minimum amount of storage service to which a customer is willing to commit,
 - ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
 - iii) Utilization of facilities,
 - iv) Competition, and
 - v) Term.
8. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

**DELIVERY SERVICE**

	<u>Demand Charge</u> <u>Rate/ m³/mo</u>	<u>Fuel</u> <u>Ratio</u>	<u>Commodity Charge</u> <u>Rate/ m³</u>
a) Annual Firm Delivery Demand (1) Applied to the Firm Daily Contracted Demand	9.0665 ¢		
b) Firm Delivery Commodity Paid on all firm volumes redelivered to the customer's Point(s) of Consumption		0.731%	0.0683 ¢

Notes:

1. All demand charges are paid monthly during the term of the Contract, which shall not be less than one year unless Union, at its sole discretion, accepts a term of less than one year.

OVERRUN SERVICE**1. Injection and Withdrawal**

Authorized

	<u>Fuel</u> <u>Ratio</u>	<u>Commodity Charge</u> <u>Rate/GJ</u>
Injection	1.04%	\$0.046
Withdrawal	1.04%	\$0.046

The Authorized Overrun rate is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.

2. Delivery

Authorized

The following Authorized Overrun rates are applied to any volumes transported in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion.

	<u>Fuel</u> <u>Ratio</u>	<u>Commodity</u> <u>Charge</u> <u>Rate/ m³</u>
Delivery	0.731%	0.3664 ¢

Unauthorized

For all volumes on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged 36.0¢ per m³ or \$9.541 per GJ, as appropriate.

**OTHER SERVICES & CHARGES****1. Monthly Charge**

In addition to the rates and charges described previously for each Point of Consumption, a Monthly Charge shall be applied to each specific customer as follows:

	<u>Monthly Charge</u>
City of Kitchener	\$17 601.66
NRG	\$ 2 702.03
Six Nations	\$ 900.68

If a customer combines Sales Service with Contract Carriage Service, the monthly charge will be prorated such that the customer will under both services pay no more than the above monthly charge.

2. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must commit to provide a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

3. Nomination Variances

The rate for unauthorized parking or drafting which results from nomination variances shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. During the period September 1 to November 30, and February 1 to April 30, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ's. For the remainder of the year, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 8% of the nominated amount and 302 GJ's.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

STORAGE AND TRANSPORTATION RATES**(A) Applicability**

The charges under this schedule shall be applicable to a Shipper who enters into a Storage or Transportation Service Contract with Union.

(B) Services

Storage service under this rate schedule shall be for Enbridge Gas Distribution Inc only, contract LST047 expiring March 31, 2010.

Transportation Service under this rate schedule shall be for transportation on Union's Dawn – Oakville facilities.

(C) Rates

The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

	Monthly Demand Charge (applied to daily contract demand) Rate/GJ	Commodity and Fuel Changes		
		Fuel Ratio %	AND	Commodity Charge Rate/GJ
<u>Storage (1)</u>				
Space – Shipper Providing Deliverability (2)	\$0.010			
Deliverability - Firm	\$1.038			
Injection		0.604%		\$0.007
Withdrawal		0.604%		\$0.007
<u>Firm Transportation (3)</u>				
Dawn to Oakville/Parkway	\$2.366	Monthly fuel rates and ratios shall be in accordance with schedule "C".		
Dawn to Kirkwall	\$2.014			
Parkway to Dawn	n/a			
<u>Limited Firm/Interruptible Transportation (3)</u>				
Dawn to Parkway – Maximum	\$5.678	Monthly fuel rates and ratios shall be in accordance with schedule "C".		
Dawn to Kirkwall - Maximum	\$5.678			
Parkway (TCPL) to Parkway (Cons) (4)		0.332%		

**(C) Rates (Cont'd)****Authorized Overrun (5)**

Authorized overrun rates will be payable on all quantities in excess of Union's obligation on any day. The overrun charges payable will be calculated at the following rates. Overrun will be authorized at Union's sole discretion.

	If Union supplies fuel Commodity Charge Rate/GJ	Commodity and Fuel Changes		Commodity Charge Rate/GJ
		Fuel Ratio %	AND	
Storage Commodity:				
Injection	n/a	1.04%		\$0.041
Withdrawal	n/a	1.04%		\$0.041
Transportation Overrun				
Dawn to Parkway		Monthly fuel rates and ratios shall		\$0.078
Dawn to Kirkwall		be in accordance with schedule "C".		\$0.066
Parkway to Dawn				\$0.078
Parkway (TCPL) Overrun (6)	n/a	0.55%		n/a

Unauthorized Overrun

Authorized Overrun rates will be payable on all quantities up to 2% in excess of Union's contractual obligation.

The Unauthorized Overrun shall be the higher of the reported daily spot price of gas at either Dawn, Parkway, Niagara or Iroquois in the month of or the month following the month in which the overrun occurred plus 25% for all usage on any day in excess of 102% of Union's contractual obligation.

Overrun of Maximum Storage Balance

The rate payable shall be \$60/GJ on the Excess Storage Balance during the period of August 1 through to and including December 15. The rate payable shall be \$6/GJ on the Excess Storage Balance during the period of December 16 through to and including July 31.

For any Extension Period, the rate payable shall be \$0.63/GJ times the quantity in the Excess Storage Balance as of the date of such extension.

Union, during any Extension Period, may upon forty-eight (48) hours verbal notice to Shipper (to be followed in writing) take possession of Shipper's gas in storage (which shall be immediately forfeited to Union without further recourse).

These rates will be charged in addition to the normal injection and withdrawal changes.

Drafted Storage Balance

The rate payable shall be \$60/GJ on the Drafted Storage Balance during the period of February 1 through to and including April 30.

The rate payable shall be \$6/GJ on the Drafted Storage Balance during the period of May 1 through to and including January 31.

**(C) Rates (Cont'd)**

For any Extension Period, the rate payable shall be \$0.63/GJ times the quantity in the Drafted Storage Balance as of the date of such extension.

Union, during any Extension Period, may upon forty-eight (48) hours verbal notice to Shipper (to be followed in writing), replace the outstanding gas at Shipper's expense (which will include all costs related to replacing such gas, plus a charge equal to 25% of the incremental cost of the gas purchased for each unit so replaced).

These rates will be charged in addition to the normal injection and withdrawal charges.

Overrun of Firm Injections

The rate payable shall be \$60/GJ on the injections in excess of the Injection Demand during the period of August 1 through to and including December 15. The rate payable shall be \$6/GJ on the injections in excess of the Injection Demand during the period of December 16 through to and including July 31.

Overrun on Firm Withdrawals

The rate payable shall be \$60/GJ on the withdrawals in excess of the Withdrawal Demand during the period of February 1 through to and including April 30. The rate payable shall be \$6/GJ on the withdrawals in excess of the Withdrawal Demand during the period of May 1 through to and including January 31.

Nomination Variances

Where Union and the shipper have entered into a Limited Balancing Agreement ("LBA"), the rate for unauthorized parking or drafting which results from nomination variances shall equal the "Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff.

Notes for Section (C) Rates:

- (1) Storage service under this rate schedule shall be for Enbridge Gas Distribution Inc only, contract LST047 expiring March 31, 2010.
- (2) Deliverability inventory being defined as 25% of storage space.
- (3) The annual transportation commodity charge is calculated by application of the YCRR Formula, as per Section (D). The annual transportation fuel required is calculated by application of the YCR Formula, as per Section (D).
- (4) This rate is for westerly transportation within the Parkway yard, from Parkway (TCPL) to Parkway (Cons) or Lisgar.
- (5) For purposes of applying the YCRR Formula or YCR Formula (Section (D)) to transportation overrun quantities, the transportation commodity revenue will be deemed to be equal to the commodity charge of the applicable service as detailed in Section (B).
- (6) This ratio will be applied to all gas quantities for which Union is obligated to deliver to Parkway (Cons) or Lisgar and has agreed to deliver to Parkway (TCPL) on an interruptible basis. This will be in addition to any rate or ratio paid for transportation easterly to Parkway (Cons) or Lisgar.
- (7) A demand charge of \$0.698/GJ/day/month will be applicable for customers contracting for firm all day transportation service in addition to the demand charges appearing on this schedule for firm transportation service to either Kirkwall or Parkway

**(D) Transportation Commodity**

The annual fuel charge in kind or in dollars for transportation service in any contract year shall be equal to the sum of the application of the following equation applied monthly for the 12 months April through March (The "YCRR" or "YCR" Formula). An appropriate adjustment in the fuel charges will be made in May for the previous 12 months ending March 31st to obtain the annual fuel charges as calculated using the applicable "YCRR" or "YCR" Formula. At Union's sole discretion Union may make more frequent adjustments than once per year. The YCRR and YCR adjustments must be paid/remitted to/from Shippers at Dawn within one billing cycle after invoicing.

$$\text{YCR} = \sum_{1}^{4} [(0.003317 \times (\text{QT1} + \text{QT3})) + (\text{DSF} \times (\text{QT1} + \text{QT3})) + \text{F}_{\text{ST}}] \text{ For June 1 to Sept. 30}$$

plus

$$\sum_{5}^{12} [(0.003317 \times (\text{QT1} + \text{Q3})) + (\text{DWF} \times \text{QT1}) + \text{F}_{\text{WT}}] \text{ For Oct. 1 to May 31}$$

$$\text{YCRR} = \sum_{1}^{4} [(0.003317 \times (\text{QT1} + \text{QT3})) + (\text{DSF} \times (\text{QT1} + \text{QT3})) + \text{F}_{\text{ST}}] \times \text{R} \text{ For June 1 to Sept. 30}$$

plus

$$\sum_{5}^{12} [(0.003317 \times (\text{QT1} + \text{Q3})) + (\text{DWF} \times \text{QT1}) + \text{F}_{\text{WT}}] \times \text{R} \text{ For Oct. 1 to May 31}$$

where: DSF = 0.00000 for Dawn summer fuel requirements
DWF = 0.0020 for Dawn winter fuel requirements

in which:

YCR Yearly Commodity Required

The sum of 12 separate monthly calculations of Commodity Quantities required for the period from April through March.

YCRR Yearly Commodity Revenue Required

The sum of 12 separate monthly calculations of Commodity Revenue required for the period April through March.

QT1 Monthly quantities in GJ transported easterly hereunder received at Dawn at not less than 4 850 kPa but less than 5 860 kPa (compression required at Dawn).

QT3 Monthly quantities in GJ transported westerly hereunder received at the Parkway (Oakville) Delivery Point.



(D) Transportation Commodity (cont'd)

F_{WT} The individual Shipper's monthly share of compressor fuel used in GJ which was required at Union's Lobo, Bright, Trafalgar and Parkway Compressor Stations ("Lobo", "Bright", "Trafalgar" and "Parkway") to transport the same Shipper's QT1 monthly quantities easterly.

Lobo, Bright, Trafalgar and Parkway compressor fuel required by each Shipper will be calculated each month.

The monthly Lobo and Bright compressor fuel will be allocated to each Shipper in the same proportion as the Shipper's monthly quantities transported is to the monthly transported quantity for all users including Union.

The monthly Parkway and Trafalgar compressor fuel used will be allocated to each Shipper in the same proportion as the monthly quantity transported to Parkway (TCPL) for each user is to the total monthly quantity transported for all users including Union.

F_{ST} The individual Shipper's monthly share of compressor fuel used in GJ which was required at Union's Lobo, Bright, Trafalgar and Parkway compressor stations to transport the same Shipper's quantity on the Trafalgar system.

Lobo, Bright, Trafalgar and Parkway compressor fuel required by each Shipper will be calculated each month.

R Union's weighted average cost of gas in \$/GJ.

Notes

- (i) In the case of Easterly flow, direct deliveries by TCPL at Parkway to Union or on behalf of Union to Union's Storage and Transportation Shippers will be allocated to supply Union's markets on the Dawn-Oakville/Parkway facilities starting at Parkway and proceeding westerly to successive laterals until exhausted.

(E) Provision for Compressor Fuel

For a Shipper that has elected to provide its own compressor fuel.

Transportation Fuel

On a daily basis, the Shipper will provide Union at the delivery point and delivery pressure as specified in the contract, a quantity (the "Transportation Fuel Quantity") representing the Shipper's share of compressor fuel and unaccounted for gas for transportation service on Union's system.

The Transportation Fuel Quantity will be determined on a daily basis, as follows:

Transportation Fuel Quantity = Transportation Quantity x Transportation Fuel Ratio.

In the event that the actual quantity of fuel supplied by the Shipper was different from the actual fuel quantity as calculated using the YCR formula, an adjustment will be made in May for the previous 12 months ending March 31st.



(E) Provision for Compressor Fuel (cont'd)

Nominations

The Shipper will be required to nominate its Transportation Fuel Quantity in addition to its normal nominations for transportation services.

(F) Terms of Service

The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A".

(G) Nominations

Nominations under this rate schedule shall be in accordance with the attached Schedule "B"

(H) Monthly Fuel Rates and Ratios

Monthly fuel rates and ratios under this rate schedule shall be in accordance with Schedule "C".

**RATE M12
GENERAL TERMS & CONDITIONS**

I. DEFINITIONS

Except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

1. "Contract" shall refer to the contract to which these General Terms & Conditions shall apply, and into which they are incorporated;
2. "cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
3. "day" shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Standard time. The reference date for any day shall be the calendar date upon which the twenty-four (24) hour period shall commence;
4. "delivery" shall mean any gas that is delivered by Union into Shipper's possession, or to the possession of Shipper's agent;
5. "firm" shall mean service not subject to curtailment or interruption except under Articles XI and XII of this Schedule "A";
6. "gas" shall mean gas as defined in the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;
7. "gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;
8. "interruptible service" shall mean service subject to curtailment or interruption, after notice, at any time;
9. "Interconnecting Pipeline" shall mean a pipeline that directly connects to the Union pipeline system;
10. "joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;
11. "limited interruptible service" shall mean gas service subject to interruption or curtailment on a limited number of days as specified in the Contract;
12. "m³" shall mean cubic metre of gas and "10³m³" shall mean 1,000 cubic metres of gas;
13. "month" shall mean the period beginning at 9:00 a.m. Central Standard time on the first day of a calendar month and ending at 9:00 a.m. Central Standard time on the first day of the following calendar month;
14. "OEB" means the Ontario Energy Board;
15. "pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;
16. "receipt" shall mean any gas that is delivered into Union's possession, or the possession of Union's agent;
17. "Shipper", shall have the meaning as defined in the Contract and shall also include Shipper's agent(s);
18. "TCPL" means TransCanada PipeLines Limited;

II. GAS QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's natural gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons except methane may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.
2. Freedom from objectionable matter: The gas to be delivered to/by Union hereunder,
 - a. shall be commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows,
 - b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas as determined by standard methods of testing,
 - c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,
 - d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,
 - e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,
 - f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,
 - g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,
 - h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of the gas,
 - i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand-five hundred (5500) kPa pressure,
 - j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas,
 - k. shall at all times be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36.
3. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in Section 2.

III. MEASUREMENTS

1. Storage, Transportation, and/or Sales Unit: ("The Unit") The Unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.
2. Determination of Volume and Energy:

- a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), assented to 31 March, 1982 and the Electricity and Gas Inspection Regulations, P.C. 1986-116, 16 January, 1986, and any documents issued under the authority of the Act and Regulations and any amendments thereto.
- b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.
- c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII - Measuring Equipment, of this schedule.

IV. RECEIPT POINT AND DELIVERY POINT

1. Unless otherwise specified in the Contract, the point or points of receipt for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where Union takes possession of the gas.
2. Unless otherwise specified in the Contract, the point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection as specified in the Contract where Shipper takes possession of the gas.

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

Intentionally blank

VI. FACILITIES ON SHIPPER'S PROPERTY

Except under those conditions where Union is delivering to TCPL for TCPL or Shipper at Union's Parkway Point of Delivery, or to an Interconnecting Pipeline, or where otherwise specified in the Contract, the following will apply:

1. Construction and Maintenance: Union, at its own expense may construct, maintain and operate on Shipper's property at the delivery point a measuring station properly equipped with a meter or meters and any other necessary measuring equipment for properly measuring the gas redelivered under the Contract. Shipper will grant to Union a lease and/or rights-of-way over property of Shipper as required by Union to install such facilities and to connect same to Union's pipeline.
2. Entry: Union, its servants, agents and each of them may at any reasonable time on notice (except in cases of emergency) to Shipper or his duly authorized representative enter Shipper's property for the purpose of constructing, maintaining, removing, operating and/or repairing station equipment.
3. Property: The said station and equipment will be and remain the property of Union notwithstanding it is constructed on and attached to the realty of Shipper, and Union may at its own expense remove it upon termination of the Contract and will do so if so requested by Shipper.

VII. MEASURING EQUIPMENT

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III subparagraph 2.a.
2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the

purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by their regulatory body.

3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.
5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing redeliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Electricity and Gas Inspection Act (1982) and regulations thereunder, as may be amended from time to time and in accordance with any successor statutes and regulations.
6. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

VIII. BILLING

1. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

IX. PAYMENTS

1. Monthly payments: Shipper shall, unless otherwise directed by Union, pay directly into Union's account at the Canadian Imperial Bank of Commerce, Chatham, Ontario by electronic funds transfer to transit 010 00282, account 00-3301 if paying in Canadian funds; and, account 02-6717 if paying in US funds, so that Union shall receive payment from Shipper, on or before the twentieth (20th) day of each month, payment on the bill provided by Union. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.

2. Remedies for non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
- a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment.
 - b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend service(s) until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

If Shipper in good faith disputes the amount of any such bill or part thereof Shipper shall pay to Union such amounts as it concedes to be correct. At any time thereafter, within twenty (20) days of a demand made by Union, Shipper shall furnish financial assurances satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination. Such a final determination may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case. Union shall not be entitled to suspend service(s) because of such non-payment unless and until default occurs in the conditions of such financial assurances or default occurs in payment of any other amount due to Union hereunder.

Notwithstanding the foregoing paragraph(s), Shipper is not relieved from the obligation to continue its deliveries of gas to Union under the terms of any agreement, where Shipper has contracted to deliver specified quantities of gas to Union.

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's gas bill, the aforesaid date of refund shall be deemed to be the date of the issue of bill.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act of the Province of Ontario, or any Act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

1. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning,

earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

2. In the event that either the Shipper or Union is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.
3. Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not as soon as possible after determining or within a period within which it should acting reasonably have determined that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract give to the other party the notice required hereunder.
4. The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.

XII. DEFAULT AND TERMINATION

In case of the breach or non-observance or non-performance on the part of either party hereto of any covenant, proviso, condition, restriction or stipulation contained in the Contract (but not including herein failure to take or make delivery in whole or in part of the gas delivered to/by Union hereunder occasioned by any of the reasons provided for in Article XI hereof) which has not been waived by the other party, then and in every such case and as often as the same may happen, the Non-defaulting party may give written notice to the Defaulting party requiring it to remedy such default and in the event of the Defaulting party failing to remedy the same within a period of thirty (30) days from receipt of such notice, the Non-defaulting party may at its sole option declare the Contract to be terminated and thereupon the Contract shall be terminated and be null and void for all purposes other than and except as to any liability of the parties under the same incurred before and subsisting as of termination. The right hereby conferred upon each party shall be in addition to, and not in derogation of or in substitution for, any other right or remedy which the parties respectively at law or in equity shall or may possess.

XIII. MODIFICATION

Subject to Union's M12 Rate Schedule, Schedule A, Article XV and the ability of Union to amend the M12 Rate Schedule with the approval of the OEB, no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union.

XIV. NON-WAIVER AND FUTURE DEFAULT

Intentionally blank

XV. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.

**RATE M12
NOMINATIONS**

- a) For Services provided either under this rate schedule or referenced to this rate schedule:
- i) For Services required on any day Shipper shall provide Union with a nomination (the "Shipper's Nomination") of the quantity it desires to be handled at the applicable Receipt Point and/or Delivery Point. Such Shipper's Nomination is to be provided in writing so as to be received by Union's Gas Management Services on or before 1230 hours in the Eastern time zone, unless agreed to otherwise in writing by the parties, on the business day immediately preceding the day for which service is requested.
 - ii) If, in Union's sole opinion, operating conditions permit, a change in Shipper's Nomination may be accepted after 1230 hours in the Eastern time zone.
 - iii) For customers electing firm all day transportation service, nominations shall be provided to Union's Gas Management Services as outlined in the contract.
- b) Union shall determine whether or not all or any portion of Shipper's Nomination will be accepted. In the event Union determines that it will not accept such nomination, Union shall advise Shipper, on or before 1730 hours in the Eastern time zone on the business day immediately preceding the day for which service is requested, of the reduced quantity (the "Quantity Available") for Services at the applicable points. Forthwith after receiving such advice from Union but no later than 1800 hours in the Eastern time zone on the same day, Shipper shall provide a "Revised Nomination" to Union which shall be no greater than the Quantity Available. If such Revised Nomination is not provided within the time allowed as required above or such Revised Nomination is greater than the Quantity Available, then the Revised Nomination shall be deemed to be the Quantity Available. If the Revised Nomination (delivered within the time allowed as required above) is less than the Quantity Available, then such lesser amount shall be the Revised Nomination.
- c) That portion of a Shipper's Nomination or Revised Nomination, as set out in (a) and (b), above, which Union shall accept for Services hereunder, shall be known as Shipper's "Authorized Quantity".
- d) If on any day the actual quantities handled by Union, for each of the Services authorized, exceed Shipper's Authorized Quantity, and such excess was caused by either Shipper's incorrect nomination or by its delivering or receiving too much gas, then the amount by which the actual quantities handled for each of the Services exceed Shipper's Authorized Quantity, such excess shall be deemed "Unauthorized Overrun".
- e) The daily quantity of gas nominated by Shipper will be delivered by Shipper at rates of flow that are as nearly constant as possible, however, Union shall use reasonable efforts to take receipt of gas on any day at an hourly rate of flow up to one twentieth (1/20) of the quantity received for that day. Union shall have the right to limit Services when on any day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth (1/20) of the quantity handled for that day, for each applicable Service.
- f) A nomination for a daily quantity of gas on any day shall remain in effect and apply to subsequent days unless and until Union receives a new nomination from Shipper or unless Union gives Shipper written notice that it is not acceptable in accordance with either (a) or (b) of this schedule.
- g) Except for periods of gas or quantity balancing as provided in the Contract, nominations by Shipper for deliveries to Union and redeliveries by Union shall be the same delivery of gas by Union either to Shipper or a Shipper's Account with Union.

UNION GAS LIMITED**M12 Monthly Transportation Fuel Ratios and Rates**

Firm or Interruptible Transportation Commodity

Effective July 1, 2010

Month	VT1 Easterly to Parkway (TCPL) <u>With Dawn Compression</u>		VT1 Easterly to Kirkwall, Lisgar, Parkway (Consumers) <u>With Dawn Compression</u>		VT3 Westerly to Kirkwall, Dawn	
	Fuel Ratio (%)	Fuel Rate (\$/GJ)	Fuel Ratio (%)	Fuel Rate (\$/GJ)	Fuel Ratio (%)	Fuel Rate (\$/GJ)
April	0.772	0.047	0.772	0.047	0.332	0.020
May	0.631	0.039	0.631	0.039	0.332	0.020
June	0.421	0.026	0.332	0.020	0.421	0.026
July	0.361	0.022	0.332	0.020	0.361	0.022
August	0.354	0.022	0.332	0.020	0.354	0.022
September	0.372	0.022	0.351	0.022	0.372	0.022
October	0.754	0.046	0.705	0.043	0.332	0.020
November	0.958	0.059	0.774	0.047	0.332	0.020
December	1.187	0.072	0.961	0.060	0.332	0.020
January	1.321	0.082	1.088	0.067	0.332	0.020
February	1.220	0.075	1.002	0.062	0.332	0.020
March	1.057	0.065	0.863	0.053	0.332	0.020

UNION GAS LIMITED**M12 Monthly Transportation Authorized Overrun Fuel Ratios and Rates**

Firm or Interruptible Transportation Commodity

Effective July 1, 2010

Month	VT1 Easterly to Parkway (TCPL) <u>With Dawn Compression</u>		VT1 Easterly to Kirkwall, Lisgar, Parkway (Consumers) <u>With Dawn Compression</u>		VT3 Westerly to Kirkwall, Dawn	
	Fuel Ratio (%)	Fuel Rate (\$/GJ)	Fuel Ratio (%)	Fuel Rate (\$/GJ)	Fuel Ratio (%)	Fuel Rate (\$/GJ)
April	1.384	0.163	1.384	0.152	0.943	0.136
May	1.242	0.155	1.242	0.143	0.943	0.136
June	1.032	0.141	0.943	0.124	1.032	0.141
July	0.973	0.139	0.943	0.124	0.973	0.139
August	0.965	0.138	0.943	0.124	0.965	0.138
September	0.983	0.138	0.963	0.126	0.983	0.138
October	1.365	0.162	1.316	0.147	0.943	0.136
November	1.570	0.175	1.385	0.152	0.943	0.136
December	1.798	0.188	1.573	0.164	0.943	0.136
January	1.932	0.197	1.700	0.171	0.943	0.136
February	1.832	0.190	1.614	0.165	0.943	0.136
March	1.669	0.181	1.475	0.157	0.943	0.136

**uniongas**Effective
2010-07-01
Rate M13

TRANSPORTATION OF
LOCALLY PRODUCED GAS

(A) Applicability

The charges under this rate schedule shall be applicable to a customer who enters into a contract with Union for gas received at a local production point to be transported to Dawn.

(B) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

Demand Commodity

	<u>Demand Charge Rate/Month</u>	<u>Commodity Charge Union Provides Fuel Rate/GJ</u>	<u>Customer Provides Own Fuel Fuel Ratio</u>
1. Monthly fixed charge per Customer Station	\$663.78		
2. Transmission Commodity Charge		\$0.025	
3. Delivery Commodity Charge		\$0.020	0.332%

These charges are in addition to the transportation, storage and/or balancing charges which shall be paid for under Rate M12 or Rate C1, or other services that may be negotiated.

4. Overrun Services**Authorized Overrun**

Authorized overrun will be payable on all quantities transported in excess of Union's obligation on any day. The overrun charges payable will be calculated at \$0.089/GJ. Overrun will be authorized at Union's sole discretion.

	<u>Commodity Charge Union Provides Fuel Rate/GJ</u>	<u>Customers Provides Own Fuel Commodity Charge Rate/GJ</u>	<u>Fuel Ratio</u>
Authorized Overrun Charge	\$0.078	\$0.058	0.332%

Unauthorized Overrun

Authorized Overrun rates payable on all volumes up to 2% in excess of Union's contractual obligation.

The Unauthorized Overrun rate during the November 1 to April 15 period will be \$50 per GJ for all usage on any day in excess of 102% of Union's contractual obligation. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$9.373 per GJ for all usage on any day in excess of 102% of Union's contractual obligation.

(C) Terms of Service

General Terms & Conditions applicable to this rate shall be in accordance with the attached Schedule "A".

Effective July 1, 2010
O.E.B. ORDER # EB-2010-0201

Chatham, Ontario

Supersedes EB-2010-0040 Rate Schedule effective April 1, 2010.

**GENERAL TERMS & CONDITIONS
M13 TRANSPORTATION AGREEMENT**

I. DEFINITIONS

Except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

1. "Banking Day" shall mean a day on which the general offices of the Canadian Imperial Bank of Commerce, 99 King St. W., Chatham, Ontario are open for business.
2. "business day" shall mean a day on which the general offices of Union in Chatham, Ontario are open for business;
3. "Contract" shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;
4. "contract year" shall mean a period of three hundred and sixty-five (365) consecutive days, beginning on the day agreed upon by Union and Shipper as set forth in the Contract, or on any anniversary of such date; provided, however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days;
5. "day" shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Standard time. The reference date for any day shall be the calendar date upon which the twenty-four (24) hour period shall commence;
6. "month" shall mean the period beginning at 9:00 a.m. Central Standard time on the first day of a calendar month and ending at 9:00 a.m. Central Standard time on the first day of the following calendar month;
7. "firm" shall mean service not subject to curtailment or interruption except under Articles XI and XII of this Schedule "B".
8. "interruptible service" shall mean service subject to curtailment or interruption, after notice, at any time;
9. "gas" shall mean gas as defined in the Ontario Energy Board Act, R.S.O. 1980, c. 332, as amended, supplemented or reenacted from time to time;
10. "cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
11. "m³" shall mean cubic metre of gas and "10³m³" shall mean 1,000 cubic metres of gas;
12. "pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;
13. "joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

14. "gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;
15. "Shipper" shall have the meaning as defined in the Contract and shall also include Shipper's Agent(s);
16. "subsidiary" shall mean a company in which more than fifty (50) per cent of the issued share capital (having full voting rights under all circumstances) is owned or controlled directly or indirectly by another company, by one or more subsidiaries of such other company, or by such other company and one or more of its subsidiaries;
17. "TCPL" means TransCanada PipeLines Limited;
18. "NOVA" means NOVA Gas Transmission Ltd;
19. "Panhandle" means CMS Panhandle Eastern Pipeline Company;
20. "MichCon" means Michigan Consolidated Gas Company;
21. "SCPL" means St. Clair Pipelines (1996) Ltd.;
22. "OEB" means the Ontario Energy Board;
23. "NEB" means the National Energy Board (Canada);
- i. "GLGT" means Great Lakes Gas Transmission Company.
- ii. "CMS" means CMS Gas Transmission and Storage Company; and,
- iii. "Consumers" means The Consumers' Gas Company, Limited.

II. QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's natural gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons except methane may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.
2. Freedom from objectionable matter: The gas to be delivered to Union at the Delivery Locations hereunder,
 - a. shall be merchantable and commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows;
 - b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than one hundred (100) milligrams of total sulphur (S) per cubic metre of gas as determined by standard methods of testing;
 - c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas;
 - d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas;

- e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas;
 - i. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas.
 - g. shall not contain more than four point zero (4.0) by volume molar percent of hydrogen in the gas;
 - h. shall not contain more than eighty (80) milligrams of water per cubic metre of the gas;
 - i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand five hundred (5500) kPa pressure;
 - j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas.
 - k. shall at all time be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36;
 - l. shall not exceed forty-three degrees Celsius (43°C);
 - m. shall not be odourized by Shipper.
3. Shipper shall subject any gas delivered hereunder to compression, cooling, cleaning or other processes to such an extent as may be required to obtain the necessary quality and for transmission to the Delivery Locations, provided the quality of the gas continues to comply with the specifications set out in this Contract.
 4. Shipper may extract hydrocarbon and non-hydrocarbon constituents, other than methane except as required in the processing or compression of the gas, prior to delivery at the Delivery Locations hereunder, and shall have the right to remove such methane as is removed by necessity from the gas in removing other constituents, provided that Shipper in such processing shall not reduce the Gross Heating Value below that which is stated in Section II, Clause 1 herein and provided that such extraction will not cause a breach of the quality specifications set forth in this Section II.
 5. In the event that the quality of the gas does not conform or if Union, acting reasonably, suspects the quality of the gas may not conform to the specifications herein, then Shipper shall, if so directed by Union acting reasonably, forthwith carry out, at Shipper's cost, whatever field testing of the gas quality as may be required to ensure that the quality requirements set out herein are met, and to provide Union with a certified copy of such tests. If Shipper does not carry out such tests forthwith, Union may conduct such test and Shipper shall reimburse Union for all costs incurred by Union for such testing.
 6. If the Shipper's gas fails at any time to conform to the requirements of this Section II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Delivery Locations hereunder until such deficiency has been remedied by Shipper. Each Party agrees to notify the other verbally, followed by written notification, of any such deficiency of quality.
 7. Freedom from objectionable matter: The gas to be delivered to Union at Dawn (TCPL) or the gas to be delivered by Union to Shipper at Dawn (TCPL) hereunder,
 - a. shall be commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows;
 - b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas as determined by standard methods of testing;

- c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas;
- d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas;
- e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas;
- f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas;
- g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas;
- h. shall not contain more than eighty (80) milligrams of water vapour per cubic metre of the gas;
- i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand-five hundred (5500) kPa pressure;
- j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas;
- k. shall at all times be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36.

III. MEASUREMENTS

1. **The Service Unit:** ("The Unit") The Unit of the gas delivered to Union shall be a quantity of 10^3m^3 . The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m^3) or one thousand cubic metres (10^3m^3) at Union's discretion.
2. Determination of Volume and Energy:
 - a. The volume and energy amounts determined under this contract shall be determined in accordance with the Electricity and Gas Inspection Act, assented to 31 March, 1982 and the Electricity and Gas Inspection Regulations, P.C. 1986-16, 16 January, 1986, and any documents issued under the authority of the Act and Regulations and any amendments thereto.
 - b. The gross heating value of the gas per cubic metre at each delivery point or redelivery point shall be measured by a FMCCA approved device for the measurement of energy content installed at the receipt or delivery point, or an alternative method of gross heating value determined which is mutually agreed upon by all parties to the Contract.
 - c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII - Measuring Equipment, of this schedule.
 - d. The uncorrected quantity determined from the metering equipment shall be corrected according to Charles Law, Boyle's Law and deviation from Boyle's Law. The factor for correction for deviation from Boyle's Law shall be determined and applied in accordance either with the method laid down in the American Gas Association's "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published 1962 or with methods laid down in the American Gas Association's "Transmission Measurement Committee Report No.8" at the discretion of Union. Union shall notify Shipper of the specific method to be used. When gas is measured by means other than an orifice meter, the factor for correction for deviation from Boyle's Law shall be the square of the factor determined by following one of the methods above.
 - e. The average absolute atmospheric (barometric) pressure, for the purpose of measurement shall be assumed to be a constant pressure of 99.285 kPa.

IV. POINT OF RECEIPT AND POINT OF DELIVERY

1. Unless otherwise specified in the Contract, the point or points of receipt for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where Union takes possession of the gas. Whenever the phrase "receipt point" appears herein, it shall mean Point of Receipt as defined in this Article IV.
2. Unless otherwise specified in the Contract, the point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection as specified in the Contract, where Shipper takes possession of the gas. Whenever the phrase "delivery point" shall appear herein, it shall mean Point of Delivery as defined in this Article IV.

V. FACILITIES ON CUSTOMER'S PROPERTY

N/A.

VI. MEASURING EQUIPMENT

1. Custody Transfer Measuring Equipment: In the event that all or any gas received or delivered hereunder is measured by a meter (where the term "meter" shall include but not be limited to positive displacement meters, orifice meters, turbine meters, and associated gauges and instrumentation), such meter shall be installed and operated in accordance with the Electricity and Gas inspection Act. (assented to March 31, 1982), (and amendments thereto), and the Electricity and Gas inspection Regulations, P.C. 1986 - 116, January 16, 1986 (and amendments thereto).

In the event that all or any gas received or delivered hereunder is measured by a meter that is owned and operated by an upstream or downstream transporter (the "Transporter") whose facilities may or may not interconnect with Union's, then Union and Shipper agree to accept that metering for the purpose of determining the quantity of gas received or delivered on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the General Terms and Conditions as incorporated in that Transporter's gas tariff as approved by their regulatory body.

2. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment or any other Delivery Location equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing receipts or deliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Electricity and Gas Inspection Act (1982) and regulations thereunder, as may be amended from time to time and in accordance with any successor statutes and regulations.
3. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data and other relevant records.

VII. BILLING

1. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities. If presentation of a bill to Shipper is delayed after the 10th day of

the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.

2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

VIII. PAYMENTS

1. Monthly payments: Shipper shall pay directly into Union's account at the Canadian Imperial Bank of Commerce, 99 King Street W., Chatham, Ontario by electronic funds transfer to transit 010 00282, account 00-3301 if paying in Canadian funds; and, account 02-6717 if paying in US funds, so that Union shall receive payment from Shipper, on or before the twentieth (20th) day of each month, payment on the invoice provided by Union. If the payment date is not a Banking Day, then payment must be received in Union's account on the first Banking Day preceding the twentieth (20th) day of the month.
2. Remedies for nonpayment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due, Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract may suspend service(s) until such amount is paid, provided however, that if Shipper, in good faith shall dispute the amount of any such bill or part thereof and shall pay to Union such amounts as it concedes to be correct and at any time thereafter within twenty (20) days of a demand made by Union shall furnish good and sufficient surety bond satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case, then Union shall not be entitled to suspend service(s) because of such nonpayment unless and until default be made in the conditions of such bond or in payment for any further service(s) to Shipper hereunder.
3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's bill, the aforesaid date of refund shall be deemed to be the date of the issue of invoice.

IX. ARBITRATION

If and when any dispute, difference or question shall arise between the parties heretotouching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act of the Province of Ontario, or any Act passed in amendment thereof or substitution therefor, shall apply to each such submission. Operations under this Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

X. FORCE MAJEURE

N/A

XI. DEFAULT AND TERMINATION

N/A

XII. MODIFICATION

N/A

XIII. NONWAIVER AND FUTURE DEFAULT

N/A

XIV. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.

STORAGE AND TRANSPORTATION SERVICES
TRANSPORTATION CHARGES**(A) Availability**

The charges under this rate schedule shall be applicable for transportation service rendered by Union for all quantities transported to and from embedded storage pools located within Union's franchise area and served using Union's distribution and transmission assets.

(B) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

a) Charges Applicable to both Firm and/or Interruptible Transportation Services:

Monthly Fixed Charge per customer station (\$ per month) (1) \$672.33

Transmission Commodity Charge to Dawn (\$ per GJ) \$0.025

	Customers located East of Dawn	Customers located West of Dawn
Transportation Fuel		
Fuel Charges to Dawn:		
Commodity Rate - Union provides fuel (\$ per GJ)	\$0.020	\$0.020
Fuel Ratio - customer provides fuel (%)	0.332%	0.332%
Fuel Charge to the Pool		
Commodity Rate - Union provides fuel (\$ per GJ)	\$0.026	\$0.030
Fuel Ratio - customer provides fuel (%)	0.428%	0.502%

b) Firm Transportation Demand Charges: (2)

	Customers located East of Dawn	Customers located West of Dawn
Monthly Demand Charge applied to contract demand (\$ per GJ)	\$0.736	\$0.985

Authorized Overrun:

The authorized overrun rate payable on all quantities transported in excess of Union's obligation any day shall be:

	Customers located East of Dawn	Customers located West of Dawn
Firm Transportation:		
Charges to Dawn		
Commodity Rate - Union provides fuel (\$ per GJ)	\$0.070	\$0.078
Commodity Rate - customer provides fuel (\$ per GJ)	\$0.050	\$0.058
Fuel Ratio - customer provides fuel (%)	0.332%	0.332%
Charges to the Pool		
Commodity Rate - Union provides fuel (\$ per GJ)	\$0.051	\$0.063
Commodity Rate - customer provides fuel (\$ per GJ)	\$0.024	\$0.033
Fuel Ratio - customer provides fuel (%)	0.428%	0.502%

Overrun will be authorized at Union's sole discretion.



Unauthorized Overrun

Authorized Overrun rates payable on all transported quantities up to 2% in excess of Union's contractual obligation.

The Unauthorized Overrun rate during the November 1 to April 15 period will be \$50 per GJ for all usage on any day in excess of 102% of Union's contractual obligation. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$9.373 per GJ for all usage on any day in excess of 102% of Union's contractual obligation.

Charges aforesaid in respect of any given month in accordance with General Terms & Conditions shall be payable no later than the twenty-fifth day of the succeeding month.

Notes for Section (B) Rates:

- (1) The monthly fixed charge will be applied once per month per customer station regardless of service being firm, interruptible or a combination thereof.
- (2) Demand charges will be applicable to customers firm daily contracted demand or the firm portion of a combined firm and interruptible service.

(C) Terms of Service

General Terms & Conditions applicable to this rate schedule shall be in accordance with attached Schedule "A".

**GENERAL TERMS & CONDITIONS
M16 TRANSPORTATION AGREEMENT**

I. DEFINITIONS

Except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

1. "Banking Day" shall mean a day on which the general offices of the Canadian Imperial Bank of Commerce, 99 King St. W., Chatham, Ontario are open for business.
2. "business day" shall mean a day on which the general offices of Union in Chatham, Ontario are open for business;
3. "Contract" shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;
4. "contract year" shall mean a period of three hundred and sixty-five (365) consecutive days, beginning on the day agreed upon by Union and Shipper as set forth in the Contract, or on any anniversary of such date; provided, however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days;
5. "day" shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Standard time. The reference date for any day shall be the calendar date upon which the twenty-four (24) hour period shall commence;
6. "month" shall mean the period beginning at 9:00 a.m. Central Standard time on the first day of a calendar month and ending at 9:00 a.m. Central Standard time on the first day of the following calendar month;
7. "firm" shall mean service not subject to curtailment or interruption except under Articles XI and XII of this Schedule "B".
8. "interruptible service" shall mean service subject to curtailment or interruption, after notice, at any time;
9. "gas" shall mean gas as defined in the Ontario Energy Board Act, R.S.O. 1980, c. 332, as amended, supplemented or reenacted from time to time;
10. "cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
11. "m³" shall mean cubic metre of gas and "10³m³" shall mean 1,000 cubic metres of gas;
12. "pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;
13. "joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

14. "gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;
15. "Shipper" shall have the meaning as defined in the Contract, and shall also include Shipper's Agent(s);
16. "subsidiary" means a company in which more than fifty (50) per cent of the issued share capital (having full voting rights under all circumstances) is owned or controlled directly or indirectly by another company, by one or more subsidiaries of such other company, or by such other company and one or more of its subsidiaries;
17. "TCPL" means TransCanada PipeLines Limited;
18. "NOVA" means Gas Transmission Ltd.;
19. "Panhandle" means CMS Panhandle Eastern Pipeline Company;
20. "MichCon" means Michigan Consolidated Gas Company;
21. "SCPL" means St. Clair Pipelines (1996) Ltd.;
22. "OEB" means the Ontario Energy Board;
23. "NEB" means the National Energy Board (Canada);
24. "GLGT" means Great Lakes Gas Transmission Company;
25. "CMS" means CMS Gas Transmission and Storage Company; and,
26. "Consumers" means The Consumers' Gas Company, Limited.

II. QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's natural gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons except methane may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.
2. Freedom from objectionable matter: The gas to be delivered to Union at the Delivery Locations hereunder,
 - a. shall be merchantable and commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows;
 - b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than one hundred (100) milligrams of total sulphur (S) per cubic metre of gas as determined by standard methods of testing;
 - c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas;
 - d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas;

- e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas;
 - f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas.
 - g. shall not contain more than four point zero (4.0) by volume molar percent of hydrogen in the gas;
 - h. shall not contain more than eighty (80) milligrams of water per cubic metre of the gas;
 - i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand five hundred (5500) kPa pressure;
 - j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas.
 - k. shall at all time be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36;
 - l. shall not exceed forty-three degrees Celsius (43°C);
 - m. shall not be odourized by Shipper.
3. Shipper shall subject any gas delivered hereunder to compression, cooling, cleaning or other processes to such an extent as may be required to obtain the necessary quality and for transmission to the Delivery Locations, provided the quality of the gas continues to comply with the specifications set out in this Contract.
 4. Shipper may extract hydrocarbon and non-hydrocarbon constituents, other than methane except as required in the processing or compression of the gas, prior to delivery at the Delivery Locations hereunder, and shall have the right to remove such methane as is removed by necessity from the gas in removing other constituents, provided that Shipper in such processing shall not reduce the Gross Heating Value below that which is stated in Section II, Clause 1 herein and provided that such extraction will not cause a breach of the quality specifications set forth in this Section II.
 5. In the event that the quality of the gas does not conform or if Union, acting reasonably, suspects the quality of the gas may not conform to the specifications herein, then Shipper shall, if so directed by Union acting reasonably, forthwith carry out, at Shipper's cost, whatever field testing of the gas quality as may be required to ensure that the quality requirements set out herein are met, and to provide Union with a certified copy of such tests. If Shipper does not carry out such tests forthwith, Union may conduct such test and Shipper shall reimburse Union for all costs incurred by Union for such testing.
 6. If the Shipper's gas fails at any time to conform to the requirements of this Section II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Delivery Locations hereunder until such deficiency has been remedied by Shipper. Each Party agrees to notify the other verbally, followed by written notification, of any such deficiency of quality.
 7. Freedom from objectionable matter: The gas to be delivered to Union at Dawn (TCPL) or the gas to be delivered by Union to Shipper at Dawn (TCPL) hereunder,
 - a. shall be commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows;
 - b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas as determined by standard methods of testing;
 - c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas;

- d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas;
- e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas;
- f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas;
- g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas;
- h. shall not contain more than eighty (80) milligrams of water vapour per cubic metre of the gas;
- i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand-five hundred (5500) kPa pressure;
- j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas;
- k. shall at all times be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36.

III. MEASUREMENTS

- 1. Storage, Transportation, and/or Sales Unit: ("The Unit") The Unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic meter (m³) or one thousand cubic metres (10³m³) at Union's discretion.
- 2. Determination of Volume and Energy:
 - a. The volume and energy amounts determined under this contract shall be determined in accordance with the Electricity and Gas Inspection Act, assented to 31 March, 1982 and the Electricity and Gas Inspection Regulations, P.C. 1986-116, 16 January, 1986, and any documents issued under the authority of the Act and Regulations and any amendments thereto.
 - b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion.
 - c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII - Measuring Equipment, of this schedule.

IV. POINT OF RECEIPT AND POINT OF DELIVERY

- 1. Unless otherwise specified in the Contract, the point or points of receipt for all gas to be covered thereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where Union takes possession of the gas. Whenever the phrase "receipt point" appears herein, it shall mean Point of Receipt as defined in this Article IV.
- 2. Unless otherwise specified in the Contract, the point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection as specified in the Contract, where Shipper takes possession of the gas. Whenever the phrase "delivery point" shall appear hereon, it shall mean Point of Delivery as defined in this Article IV.

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

N/A.

VI. FACILITIES ON SHIPPER'S PROPERTY

N/A.

VII. MEASURING EQUIPMENT

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations in III 2.a.
2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by a pipeline company whose facilities interconnect with Union's, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the General Terms & Conditions as incorporated in that pipeline company's gas tariff as approved by their Regulatory Body.
3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under this Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.
5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing redeliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Electricity and Gas Inspection Act (1982) and regulations thereunder, as may be amended from time to time and in accordance with any successor statutes and regulations.
6. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

VIII. BILLING

1. **Monthly Billing Date:** Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
2. **Right of Examination:** Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

IX. PAYMENTS

1. **Monthly payments:** Shipper shall pay directly into Union's account at the Canadian Imperial Bank of Commerce, 99 King Street W., Chatham, Ontario by electronic funds transfer to transit 010 00282, account 00-3301 if paying in Canadian funds; and, account 02-6717 if paying in US funds, so that Union shall receive payment from Shipper, on or before the twentieth (20th) day of each month, payment on the invoice provided by Union, and pursuant to Article VII above. If the payment date is not a Banking Day, then payment must be received in Union's account on the first Banking Day preceding the twentieth (20th) day of the month.
2. **Remedies for nonpayment:** Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due, Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract may suspend service(s) until such amount is paid, provided however, that if Shipper, in good faith shall dispute the amount of any such bill or part thereof and shall pay to Union such amounts as it concedes to be correct and at any time thereafter within twenty (20) days of a demand made by Union shall furnish good and sufficient surety bond satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case, then Union shall not be entitled to suspend service(s) because of such nonpayment unless and until default be made in the conditions of such bond or in payment for any further service(s) to Shipper hereunder.

Notwithstanding the foregoing paragraph, this does not relieve Shipper from the obligation to continue its deliveries of gas under the terms of any agreement, where Shipper has contracted to deliver specified quantities of gas to Union.

3. **Billing Adjustments:** If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's bill, the aforesaid date of refund shall be deemed to be the date of the issue of invoice.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties heretotouching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act of the Province of Ontario, or any Act passed in amendment thereof or substitution therefor, shall apply to each such submission. Operations under this Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

N/A

XII. DEFAULT AND TERMINATION

N/A

XIII. MODIFICATION

N/A

XIV. NONWAIVER AND FUTURE DEFAULT

N/A

XV. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.



CROSS FRANCHISE TRANSPORTATION RATES

(A) Applicability

To a Shipper who enters into a Contract with Union for delivery by Shipper of gas to Union at one of Union's points listed below for redelivery by Union to Shipper at one of Union's points.

<u>Applicable Points</u>	(1)	(2)
	Ojibway	WDA
	St. Clair	NDA
	Dawn*	SSMDA
	Parkway	SWDA
	Kirkwall	CDA
	Bluewater	EDA

*includes Dawn (TCPL), Dawn Facilities, Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE)

(B) Services

Transportation Service under this rate schedule is transportation on Union's pipeline facilities between any two Points as specified in Section (A), column 1.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

Transportation Service:

	Monthly Demand Charge (applied to daily contract demand) <u>Rate/GJ</u>	Commodity Charges			
		If Union supplies fuel Commodity Charge		If Shipper supplies fuel Fuel Ratio	
		Apr.1-Oct.31 <u>Rate/GJ</u>	Nov.1-Mar.31 <u>Rate/GJ</u>	Apr.1-Oct.31 <u>%</u>	Nov.1-Mar.31 <u>%</u>
a) Firm Transportation					
Between:					
St.Clair & Dawn	\$0.985	\$0.023	\$0.027	0.356%	0.436%
Ojibway & Dawn	\$0.985	\$0.030	\$0.035	0.502%	0.572%
Bluewater & Dawn	\$0.985	\$0.023	\$0.027	0.356%	0.436%
From:					
Parkway to Kirkwall	\$0.551	\$0.023	\$0.020	0.357%	0.332%
Parkway to Dawn	\$0.551	\$0.023	\$0.020	0.357%	0.332%
Dawn to Kirkwall	\$2.014	\$0.032	\$0.070	0.523%	1.149%
Dawn to Parkway	\$2.366	\$0.032	\$0.070	0.523%	1.149%
b) Interruptible and Short Term (1 year or less) Firm Transportation:					
Maximum		\$75.00	\$75.00		
c) Firm Transportation between two points within Dawn					
Dawn to Dawn-Vector	\$0.043	n/a	n/a	0.207%	n/a
d) Interruptible Transportation between two points within Dawn*					
*includes Dawn (TCPL), Dawn Facilities, Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE)				0.332%	0.332%

**(C) Rates (Cont'd)****Authorized Overrun:**

The following Overrun rates are applied to any quantities transported in excess of the Contract parameters. Overrun will be authorized at Union's sole discretion.

	If Union supplies fuel Commodity Charge		Commodity Charges If Shipper supplies fuel Fuel Ratio		Commodity Charge Rate/GJ
	Apr. 1-Oct.31 Rate/GJ	Nov. 1-Mar.31 Rate/GJ	Apr. 1-Oct.31 %	Nov. 1-Mar.31 %	
a) Firm Transportation					
Between:					
St.Clair & Dawn	\$0.055	\$0.060	0.356%	0.436%	\$0.033
Ojibway & Dawn	\$0.063	\$0.069	0.502%	0.572%	\$0.033
Bluewater & Dawn	\$0.055	\$0.060	0.356%	0.436%	\$0.033
From:					
Parkway to Kirkwall	\$0.021	\$0.019	0.958%	0.933%	\$0.018
Parkway to Dawn	\$0.021	\$0.019	0.958%	0.933%	\$0.018
Dawn to Kirkwall	\$0.079	\$0.117	1.124%	1.750%	\$0.066
Dawn to Parkway	\$0.090	\$0.128	1.124%	1.750%	\$0.078
b) Firm Transportation within Dawn					
Dawn to Dawn-Vector	n/a	n/a	0.443%	n/a	\$0.001

Authorized overrun for short-term firm transportation is available at negotiated rates.

Unauthorized Overrun:

The Unauthorized Overrun rate shall be the higher of the reported daily spot price of gas at either, Dawn, Parkway, Niagara, Iroquois or Chicago in the month of or the month following the month in which the overrun occurred plus 25% for all usage on any day in excess of 102% of Union's contractual obligation.

(D) Terms of Service

General Terms and Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A".

(E) Nominations

Nominations under this rate schedule shall be in accordance with the attached Schedule "B".

**RATE C1
GENERAL TERMS & CONDITIONS**

I. DEFINITIONS

Except where the context expressly requires or states another meaning, the following terms, when used in these General Terms & Conditions and in any contract into which these General Terms & Conditions are incorporated, shall be construed to have the following meanings:

1. "Contract" shall refer to the contract to which these General Terms & Conditions shall apply, and into which they are incorporated;
2. "cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
3. "day" shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Standard time. The reference date for any day shall be the calendar date upon which the twenty-four (24) hour period shall commence;
4. "delivery" shall mean any gas that is delivered by Union into Shipper's possession, or to the possession of Shipper's agent;
5. "firm" shall mean service not subject to curtailment or interruption except under Articles XI and XII of this Schedule "A";
6. "gas" shall mean gas as defined in the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;
7. "gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;
8. "interruptible service" shall mean service subject to curtailment or interruption, after notice, at any time;
9. "Interconnecting Pipeline" shall mean a pipeline that directly connects to the Union pipeline system;
10. "joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;
11. "limited interruptible service" shall mean gas service subject to interruption or curtailment on a limited number of days as specified in the Contract;
12. "m³" shall mean cubic metre of gas and "10³m³" shall mean 1,000 cubic metres of gas;
13. "month" shall mean the period beginning at 9:00 a.m. Central Standard time on the first day of a calendar month and ending at 9:00 a.m. Central Standard time on the first day of the following calendar month;
14. "OEB" means the Ontario Energy Board;
15. "pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;
16. "receipt" shall mean any gas that is delivered into Union's possession, or the possession of Union's agent;
17. "Shipper", shall have the meaning as defined in the Contract and shall also include Shipper's agent(s);
18. "TCPL" means TransCanada PipeLines Limited;

II. GAS QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's natural gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons except methane may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.
2. Freedom from objectionable matter: The gas to be delivered to/by Union hereunder,
 - a. shall be commercially free from sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows,
 - b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas as determined by standard methods of testing,
 - c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,
 - d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,
 - e. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,
 - f. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,
 - g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,
 - h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of the gas,
 - i. shall not have a hydrocarbon dewpoint exceeding minus ten (-10) degrees Celsius at five thousand-five hundred (5500) kPa pressure,
 - j. shall not contain less than one point zero (1.0) molar percent by volume of ethane in the gas,
 - k. shall at all times be interchangeable with other pipeline gas such that the yellow tipping, flashback and lifting factors shall be within the range permitted for gas according to AGA Research Bulletin No. 36.
3. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in Section 2.

III. MEASUREMENTS

1. Storage, Transportation, and/or Sales Unit: ("The Unit") The Unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.
2. Determination of Volume and Energy:

- a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), assented to 31 March, 1982 and the Electricity and Gas Inspection Regulations, P.C. 1986-116, 16 January, 1986, and any documents issued under the authority of the Act and Regulations and any amendments thereto.
- b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.
- c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII - Measuring Equipment, of this schedule.

IV. RECEIPT POINT AND DELIVERY POINT

1. Unless otherwise specified in the Contract, the point or points of receipt for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where Union takes possession of the gas.
2. Unless otherwise specified in the Contract, the point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection as specified in the Contract where Shipper takes possession of the gas.

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

Intentionally blank

VI. FACILITIES ON SHIPPER'S PROPERTY

Except under those conditions where Union is delivering to TCPL for TCPL or Shipper at Union's Parkway Point of Delivery, or to an Interconnecting Pipeline, or where otherwise specified in the Contract, the following will apply:

1. Construction and Maintenance: Union, at its own expense may construct, maintain and operate on Shipper's property at the delivery point a measuring station properly equipped with a meter or meters and any other necessary measuring equipment for properly measuring the gas redelivered under the Contract. Shipper will grant to Union a lease and/or rights-of-way over property of Shipper as required by Union to install such facilities and to connect same to Union's pipeline.
2. Entry: Union, its servants, agents and each of them may at any reasonable time on notice (except in cases of emergency) to Shipper or his duly authorized representative enter Shipper's property for the purpose of constructing, maintaining, removing, operating and/or repairing station equipment.
3. Property: The said station and equipment will be and remain the property of Union notwithstanding it is constructed on and attached to the realty of Shipper, and Union may at its own expense remove it upon termination of the Contract and will do so if so requested by Shipper.

VII. MEASURING EQUIPMENT

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III subparagraph 2.a.
2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the

purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by their regulatory body.

3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.
5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing redeliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Electricity and Gas Inspection Act (1982) and regulations thereunder, as may be amended from time to time and in accordance with any successor statutes and regulations.
6. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

VIII. BILLING

1. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

IX. PAYMENTS

1. Monthly payments: Shipper shall, unless otherwise directed by Union, pay directly into Union's account at the Canadian Imperial Bank of Commerce, Chatham, Ontario by electronic funds transfer to transit 010 00282, account 00-3301 if paying in Canadian funds; and, account 02-6717 if paying in US funds, so that Union shall receive payment from Shipper, on or before the twentieth (20th) day of each month, payment on the bill provided by Union. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.

2. Remedies for non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
- a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment.
 - b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend service(s) until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

If Shipper in good faith disputes the amount of any such bill or part thereof Shipper shall pay to Union such amounts as it concedes to be correct. At any time thereafter, within twenty (20) days of a demand made by Union, Shipper shall furnish financial assurances satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination. Such a final determination may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case. Union shall not be entitled to suspend service(s) because of such non-payment unless and until default occurs in the conditions of such financial assurances or default occurs in payment of any other amount due to Union hereunder.

Notwithstanding the foregoing paragraph(s), Shipper is not relieved from the obligation to continue its deliveries of gas to Union under the terms of any agreement, where Shipper has contracted to deliver specified quantities of gas to Union.

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's gas bill, the aforesaid date of refund shall be deemed to be the date of the issue of bill.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act of the Province of Ontario, or any Act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

1. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning,

earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

2. In the event that either the Shipper or Union is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.
3. Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not as soon as possible after determining or within a period within which it should acting reasonably have determined that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract give to the other party the notice required hereunder.
4. The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.

XII. DEFAULT AND TERMINATION

In case of the breach or non-observance or non-performance on the part of either party hereto of any covenant, proviso, condition, restriction or stipulation contained in the Contract (but not including herein failure to take or make delivery in whole or in part of the gas delivered to/by Union hereunder occasioned by any of the reasons provided for in Article XI hereof) which has not been waived by the other party, then and in every such case and as often as the same may happen, the Non-defaulting party may give written notice to the Defaulting party requiring it to remedy such default and in the event of the Defaulting party failing to remedy the same within a period of thirty (30) days from receipt of such notice, the Non-defaulting party may at its sole option declare the Contract to be terminated and thereupon the Contract shall be terminated and be null and void for all purposes other than and except as to any liability of the parties under the same incurred before and subsisting as of termination. The right hereby conferred upon each party shall be in addition to, and not in derogation of or in substitution for, any other right or remedy which the parties respectively at law or in equity shall or may possess.

XIII. MODIFICATION

Subject to Union's C1 Rate Schedule, Schedule A, Article XV and the ability of Union to amend the C1 Rate Schedule with the approval of the OEB, no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union.

XIV. NON-WAIVER AND FUTURE DEFAULT

Intentionally blank

XV. LAWS, REGULATIONS AND ORDERS

The Contract and the respective rights and obligations of the parties hereto are subject to all present and future valid laws, orders, rules and regulations of any competent legislative body, or duly constituted authority now or hereafter having jurisdiction and the Contract shall be varied and amended to comply with or conform to any valid order or direction of any board, tribunal or administrative agency which affects any of the provisions of the Contract.

**RATE C1
NOMINATIONS**

- a) For Services provided either under this rate schedule or referenced to this rate schedule:
- i) For Services required on any day Shipper shall provide Union with a nomination (the "Shipper's Nomination") of the quantity it desires to be handled at the applicable Receipt Point, and/or Delivery Point. Such Shipper's Nomination is to be provided in writing so as to be received by Union's Gas Management Services on or before 1230 hours in the Eastern time zone, unless agreed to otherwise in writing by the parties, on the business days immediately preceding the day for which service is requested.
 - ii) If, in Union's sole opinion, operating conditions permit, a change in Shipper's Nomination may be accepted after 1230 hours in the Eastern time zone.
 - iii) For customers electing firm all day transportation, nominations shall be provided to Union's Gas Management Services as outlined in the Contract.
- b) Union shall determine whether or not all or any portion of Shipper's Nomination will be accepted. In the event Union determines that it will not accept such nomination, Union shall advise Shipper, on or before 1730 hours in the Eastern time zone on the business day immediately preceding the day for which service is requested, of the reduced quantity (the "Quantity Available") for Services at the applicable points. Forthwith after receiving such advice from Union but no later than 1800 hours in the Eastern time zone on the same day, Shipper shall provide a "Revised Nomination" to Union which shall be no greater than the Quantity Available. If such Revised Nomination is not provided within the time allowed as required above or such Revised Nomination is greater than the Quantity Available, then the Revised Nomination shall be deemed to be the Quantity Available. If the Revised Nomination (delivered within the time allowed as required above) is less than the Quantity Available, then such lesser amount shall be the Revised Nomination.
- c) That portion of a Shipper's Nomination or Revised Nomination, as set out in (a) and (b), above, which Union shall accept for Services hereunder, shall be known as Shipper's "Authorized Quantity".
- d) If on any day the actual quantities handled by Union, for each of the Services authorized, exceed Shipper's Authorized Quantity, and such excess was caused by either Shipper's incorrect nomination or by its delivering or receiving too much gas, then the amount by which the actual quantities handled for each of the Services exceed Shipper's Authorized Quantity, such excess shall be deemed "Unauthorized Overrun".
- e) The daily quantity of gas nominated by Shipper will be delivered by Shipper at rates of flow that are as nearly constant as possible, however, Union shall use reasonable efforts to take receipt of gas on any day at an hourly rate of flow up to one twentieth (1/20) of the quantity received for that day. Union shall have the right to limit Services when on any day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth (1/20) of the quantity handled for that day, for each applicable Service.
- f) A nomination for a daily quantity of gas on any day shall remain in effect and apply to subsequent days unless and until Union receives a new nomination from the Shipper or unless Union gives Shipper written notice that it is not acceptable in accordance with either (a) or (b) of this schedule.
- g) Except for periods of gas or quantity balancing as provided in the Contract, nominations by Shipper for deliveries to Union and redeliveries by Union shall be the same delivery of gas by Union either to Shipper or a Shipper's Account with Union.

UNION GAS LIMITED
Infranchise Customers
Summary of Average Rate and Price Adjustment Changes for Rates 25, M5A, M7 and T1
Effective July 1, 2010

Line No.	Particulars (cents / m ³)	Monthly Charge Increase / (Decrease) (a)	Monthly Demand Charge Increase / (Decrease) (b)	Delivery Commodity Charge Increase / (Decrease) (c)	Delivery - Price Adjustment Increase / (Decrease) (d)
1	Rate 25 All Zones				
2	M5A Interruptible			(0.0553)	0.0001
3	M7 Interruptible			(0.0540)	0.0001
4	Seasonal			(0.0540)	0.0001
5	T1-Interruptible Transportation - Union supplies fuel			(0.0206)	
6	Transportation - Customer supplies fuel				

EB-2010-0201
Working Paper Index

Schedule 1	Calculation of Supplemental Service Charges
Schedule 2	Load Balancing Costs
Schedule 3	Summary of Amounts for Prospective Recovery and Derivation of Unit Changes to Prospective Rate Riders

UNION GAS LIMITED
Calculation of Supplemental Service Charges
Commissioning and Decommissioning Rates
Effective July 1, 2010

Line No.	Particulars	Ft. Frances (a)	Western (b)	Northern (c)	Eastern (d)
Northern and Eastern Operations Area					
Rate 20 - At 50% Load Factor					
Delivery (cents / m³)					
1	Monthly Demand (1)	20.3304	20.3304	20.3304	20.3304
2	x 12 months	243.9648	243.9648	243.9648	243.9648
3	/ 365 days	0.6684	0.6684	0.6684	0.6684
4	@ 50% L.F.	1.3368	1.3368	1.3368	1.3368
5	Commodity Charge (2)	0.3390	0.3390	0.3390	0.3390
6	Total Delivery Commissioning	<u>1.6758</u>	<u>1.6758</u>	<u>1.6758</u>	<u>1.6758</u>
Gas Supply (cents / m³)					
7	Monthly Demand (3)	34.7281	40.4972	64.2825	84.2670
8	Gas Supply Demand - Price Adjustment (3)	0.0000	0.0000	0.0000	0.0000
9	(Line 7 + Line 8) x 12 months	416.7372	485.9664	771.3900	1,011.2040
10	/ 365 days	1.1417	1.3314	2.1134	2.7704
11	@ 50% L.F.	2.2835	2.6628	4.2268	5.5408
12	Transportation 1 (4)	3.2962	3.4210	3.9699	4.4313
13	Transportation 1 - Price Adjustment	0.0534	0.0534	0.0534	0.0534
14	(Line 12 + Line 13) x 4/5	2.6797	2.7795	3.2186	3.5878
15	Transportation 2 (5)	0.1258	0.1234	0.1930	0.2528
16	x 1/5	0.0252	0.0247	0.0386	0.0506
17	Total Commodity Transportation Charge for Commissioning Rate	<u>4.9883</u>	<u>5.4670</u>	<u>7.4840</u>	<u>9.1792</u>
Rate 100 - At 70% Load Factor					
Delivery (cents / m³)					
18	Monthly Demand (6)	12.0286	12.0286	12.0286	12.0286
19	x 12 months	144.3432	144.3432	144.3432	144.3432
20	/ 365 days	0.3955	0.3955	0.3955	0.3955
21	@ 70% L.F.	0.5649	0.5649	0.5649	0.5649
22	Commodity Charge (7)	0.1993	0.1993	0.1993	0.1993
23	Total Delivery Commissioning	<u>0.7642</u>	<u>0.7642</u>	<u>0.7642</u>	<u>0.7642</u>
Gas Supply (cents / m³)					
24	Monthly Demand (8)	63.7749	70.5057	98.2553	121.5703
25	x 12 months	765.2988	846.0684	1,179.0636	1,458.8436
26	/ 365 days	2.0967	2.3180	3.2303	3.9968
27	@ 70% L.F.	2.9953	3.3114	4.6147	5.7098
28	Transportation 1 (9)	5.8480	5.9416	6.3533	6.6993
29	x 3/7	2.5063	2.5464	2.7228	2.8711
30	Transportation 2 (10)	0.1258	0.1234	0.1930	0.2528
31	x 4/7	0.0719	0.0705	0.1103	0.1445
32	Total Commodity Transportation Charge for Commissioning Rate	<u>5.5735</u>	<u>5.9283</u>	<u>7.4478</u>	<u>8.7254</u>

Notes:

- | | |
|-------------------------|--------------------------|
| (1) Appendix A, Page 3. | (6) Appendix A, Page 4. |
| (2) Appendix A, Page 3. | (7) Appendix A, Page 4. |
| (3) Appendix A, Page 3. | (8) Appendix A, Page 4. |
| (4) Appendix A, Page 3. | (9) Appendix A, Page 4. |
| (5) Appendix A, Page 3. | (10) Appendix A, Page 4. |

UNION GAS LIMITED
Southern Operations Area
Calculation of Supplemental Service Charges
Effective July 1, 2010

Line No.	Particulars	cents / m ³ (a)	(\$ / GJ) (b)
	Minimum annual gas supply commodity charge - Rate M4, M5A		
1	Compressor Fuel	0.4534	
2	Transportation Tolls	4.7728	
3	Administration Charge	0.3138	
4	Minimum annual gas supply commodity charge	<u>5.5400</u>	<u>1.468</u>
	<u>Gas Supply Commodity Charges</u>		
5	Commodity Cost of Gas	16.4616	
6	FT Transportation Commodity	0.2528	
7	FT Fuel	0.4534	
8	Total Gas Supply Commodity Charge	<u>17.1678</u>	<u>4.550</u>
	<u>Firm Gas Supply Service Monthly Demand Charge</u>		
9	FT Demand Charge	<u>178.8544</u>	<u>47.404</u>

UNION GAS LIMITED
Southern Operations Area
Calculation of Supplemental Service Charges
Effective July 1, 2010

Line No.	Particulars		cents / m ³ (a)	(\$ / GJ) (b)
	Firm backstop gas:			
	Demand:			
1	Monthly space charge	0.0366		
2	Units required (1)	43		
	Note: Each unit of added delivery requires 43 m ³ of additional inventory.			
3	Number of months	12	18.8975 (a)	
	Inventory carrying costs:			
4	Sales WACOG	22.0016		
5	Overrun storage withdrawal	0.4678		
6		22.4694		
7	Units required (m ³)	43		
8	Pre-tax return (%)	9.060%	87.5361 (b)	
9	Annual demand charge		106.4336 (a) + (b)	
10			12	
11	Monthly demand charge		8.8695	2.351
	Commodity:			
12	Sales WACOG		22.0016	
13	Overrun storage withdrawal		0.4678	
14	Overrun transportation		0.9370	
15	Commodity charge		23.4064	6.204
	Reasonable efforts backstop gas:			
16	M1 Block 1 plus Storage		5.2268	
17	Sales WACOG		22.0016	
18			27.2284	7.217
	Supplemental inventory:			
19	Sales WACOG		22.0016	
20	Injection commodity		0.2660	
21	Space charge	0.0366 x 12	0.4395	
22			22.7071	6.018
	Carrying costs (1/2 year)	22.7071 x 9.060% / 2	1.0286	
23			23.7357	6.291
24				
	Supplemental gas sales:			
25	Supplemental inventory		23.7357	
26	Overrun storage withdrawal		0.4678	
27	Overrun transportation		0.9370	
28			25.1406	
	Failure to Deliver:			
29	M1 Block 1 plus Storage		5.2268	1.385
30	Failure to Deliver Adjustment		5.1708	1.370
31	Failure to Deliver Charge		10.3977	2.756

Notes:

(1) Each unit of added delivery requires 43 m³ of additional inventory.

UNION GAS LIMITED
Southern Operations Area
Calculation of Supplemental Service Charges
Calculation of Minimum, Maximum & Seasonal Charges
Effective July 1, 2010

Line No.		cents / m ³ (a)
	<u>Minimum Charges</u>	
	Rate M4	
1	Minimum annual delivery commodity charge:	
2	Monthly delivery commodity charge (1st Block M4)	0.8376
3	Administration Fee	0.3138
	Minimum annual delivery commodity charge	<u>1.1514</u>
	Rate M5	
4	Minimum annual delivery commodity charge:	
5	Monthly delivery commodity charge (1st block M5)	1.7999
6	Administration Fee	0.3138
	Minimum annual delivery commodity charge	<u>2.1137</u>
	<u>Maximum Charges</u>	
	Rate M7 Interruptible	
7	Maximum interruptible delivery commodity charge:	
8	M7 firm commodity charge	0.2242
9	M7 firm demand charge commoditized using 35% LF	2.3963
	M7 maximum interruptible charge	<u>2.6205</u>
10	Rate T1 Interruptible	
	Maximum interruptible delivery commodity charge:	<u>2.6205</u>

UNION GAS LIMITED
Southern Operations Area
Calculation of Supplemental Service Charges
Effective July 1, 2010

Line No.			
<u>M7 - Commissioning and Decommissioning Rate</u>			
	Delivery (cents / m ³)		
1	Monthly Demand (1)		25.5108
2	x 12 months		306.1299
3	/ 365 days		0.8387
4	@ Class Average Firm Load Factor : 271, 296 (2) / (22,110 (3) / 12*365) = 39.6%		2.0854
5	Commodity Charge (4)		0.2242
6	Commodity - Price Adjustment (4)		0.0001
7	Total Delivery Commissioning		<u>2.3097</u>
 <u>T1 - At 100% Load Factor</u>			
	Authorized Storage Overrun (\$ / GJ)	Union Supplies Fuel	Customer Supplies Fuel
8	Monthly Demand (5)	1.626	1.626
9	x 12 months	19.514	19.514
10	/ 365 days	0.053	0.053
11	@ 100% L.F.	0.053	0.053
12	Commodity Charge (WACOG/ Heat Value * Overrun Fuel Ratio + Injection Commodity) (6)	0.071	0.007
13	Total Storage Overrun	<u>0.124</u>	<u>0.060</u>
	Authorized Transportation Overrun (cents / m ³)		
14	Monthly Demand (7)	19.1591	19.1591
15	x 12 months	229.9092	229.9092
16	/ 365 days	0.6299	0.6299
17	@ 100% L.F.	0.6299	0.6299
18	Commodity Charge (WACOG/10 * Transportation fuel ratio/100 + Firm Commodity Transport) (8)	0.3072	0.1776
19	Total Transportation Overrun	<u>0.9370</u>	<u>0.8075</u>
 <u>T3 - At 100% Load Factor</u>			
	Authorized Transportation Overrun (cents / m ³)		
20	Monthly Demand (9)	9.0665	9.0665
21	x 12 months	108.7980	108.7980
22	/ 365 days	0.2981	0.2981
23	@ 100% L.F.	0.2981	0.2981
24	Commodity Charge (10)	0.2371	0.0683
25	Total Transportation Overrun	<u>0.5352</u>	<u>0.3664</u>
 <u>U5/U7/U9 - At 100% Load Factor</u>			
	Authorized Storage Overrun (\$ / GJ)		
26	Monthly Demand (11)		0.943
27	x 12 months		11.311
28	/ 365 days		0.031
29	@ 100% L.F.		0.031
30	Commodity Charge (12)		0.015
31	Total Storage Overrun		<u>0.046</u>

Notes:

- | | |
|---|--|
| (1) Appendix A, Page 8. | (7) Appendix A, Page 9. |
| (2) EB-2008-0220, Rate Order, Working Papers, Schedule 4, Page 15. | (8) $\$230.945/10^3\text{m}^3 / 10 * 0.561\% + 0.1776 \text{ cents/m}^3$ |
| (3) EB-2008-0220, Rate Order, Working Papers, Schedule 4, Page 15. | (9) Appendix A, Page 10. |
| (4) Appendix A, Page 8. | (10) Appendix A, Page 10 |
| (5) Appendix A, Page 9. | (11) Appendix A, Page 11, Line 11. |
| (6) $\$230.945/10^3\text{m}^3 / 37.73 \text{ GJ}/10^3\text{m}^3 * 1.04\% + \$0.007/\text{GJ}$. | (12) Appendix A, Page 11, Line 14. |

UNION GAS LIMITED
Southern Operations Area
Calculation of Union Supplied Fuel Rates for
In-Franchise Semi-Bundled Rate T1 and T3
Effective July 1, 2010

Line No.		Customer Supplies Fuel (a)	Union Supplies Fuel (b)
<u>Rate T1 Transportation Service (cents/m³)</u>			
1	Ontario Landed Reference Price as per EB-2010-0201		23.0945
2	Approved 2010 Fuel Ratio as per EB-2009-0275	0.561%	0.561%
3	Fuel Rate (line 1 * line 2)		0.1296
	Firm Transportation Commodity Charge		
4	First 2,360,653 m ³ per month	0.1776	0.3072
5	All over 2,360,653 m ³ per month	0.0884	0.2180
6	Interruptible Transportation Commodity Charge	2.4909	2.6205
<u>Rate T3 Transportation Service (cents/m³)</u>			
7	Ontario Landed Reference Price as per EB-2010-0201		23.0945
8	Approved 2010 Fuel Ratio as per EB-2009-0275	0.731%	0.731%
9	Fuel Rate (line 1 * line 2)		0.1688
10	Firm Transportation Commodity Charge	0.0683	0.2371
<u>Rate T1 & T3 Storage Service (\$/GJ)</u>			
11	Ontario Landed Reference Price as per EB-2010-0201		6.121
12	Approved 2010 Fuel Ratio as per EB-2009-0275	0.604%	0.604%
13	Fuel Rate (line 1 * line 2)		0.037
14	Storage Commodity Charge	0.007	0.044
<u>Rate T1 & T3 Annual Firm Injection/Withdrawal Right (\$/GJ)</u>			
15	Union provides deliverability Inventory as per EB-2010-0040	1.720	
16	Customer provides deliverability Inventory as per EB-2010-0040	<u>1.038</u>	
17	Line 15 - Line 16	0.682	
18	Ontario Landed Reference Price as per EB-2010-0040	7.094	
19	Ontario Landed Reference Price as per EB-2010-0201	6.121	
20	Line 19 / Line 18 x Line 17	0.588	
21	Union provides deliverability Inventory as per EB-2010-0201 (line 16 + line 20)	1.626	

UNION GAS LIMITED
Load Balancing Costs

Line No.	Particulars	Load Balancing Allocator (PJ's) (a)	Load Balancing Costs (\$000's) (b)	Load Balancing Revenue in Approved Rates (\$000's) (c)	Interest (\$000's) (d)	Subtotal (\$000's) (e) = (b+c+d)	Previous Projection in QRAM Rates (\$000's) (f)	Subtotal (\$000's) (g) = (e-f)	True-up of Prospective Recovery Amounts (\$000's) (h)	Net Balance (\$000's) (i) = (g+h)
<u>Northern & Eastern and Southern Operations Area</u> <u>R20, M1, M2, M4, M5A, M7, M9</u>										
1	January 2010 *				1	1				
2	February *				1	1				
3	March *				1	1				
4	April				1	1				
5	May				1	1				
6	June				1	1				
7	July 2010 - June 2011				-	-				
8	Total		-	-	4	4	2	2	1	3
<u>Northern & Eastern Operations Area - R01</u>										
9	January 2010 *				0	0				
10	February *				0	0				
11	March *				0	0				
12	April				0	0				
13	May				0	0				
14	June				0	0				
15	July 2010 - June 2011				-	-				
16	Total		-	-	1	1	0	0	(0)	0
<u>Northern & Eastern Operations Area - R10</u>										
17	January 2010 *				0	0				
18	February *				0	0				
19	March *				0	0				
20	April				0	0				
21	May				0	0				
22	June				0	0				
23	July 2010 - June 2011				-	-				
24	Total		-	-	0	0	0	0	(1)	(0)
25			-	-	5	5	2	2	(0)	2

UNION GAS LIMITED
Summary of Amounts for Prospective Recovery and
Derivation of Unit Changes to Prospective Rate Riders
for the 12-month period ending June 30, 2011

Line No.	Particulars	Units	North PGVA (179-105) (a)	North Tolls (179-100) (b)	North Fuel (179-100) (c)	South PGVA (179-106) (d)	Inventory Revaluation (179-109) (e)	Load Balancing (179-107) (f)	Spot Gas Variance Acct (179-107) (g)	Total (h)
Deferral Amounts for Recovery										
1	Change in 12-month deferral account projection:									
2	12-month projection from current QRAM application	(1)								
3	Change (Line 1 - Line 2)	(2)								
			(\$000's)	4,348	(85)	-	22,096	-	-	26,359
			(\$000's)	4,090	(22)	-	(1,932)	-	-	2,136
			(\$000's)	258	(63)	-	24,028	-	-	24,223
Previous Quarter: True-up of Deferral Balances										
	Variance between projected and actual deferral balances for month(s) with actual data since previous QRAM application:									
4	Actual deferral amount	(3)	1,032	(768)	731	(3,344)	(3,467)	2	(3)	(5,817)
5	Current projected deferral amount	(4)	(15,990)	1,087	(407)	(29,962)	(29)	2	1	(45,298)
6	Less: Previous projection included in recovery	(5)	(278)	1,026	(19)	(1,979)	(23)	2	(2)	(1,273)
7	Variance (Line 4 + Line 5 - Line 6)		(14,680)	(707)	343	(31,327)	(3,473)	2	-	(49,842)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)		(14,680)	(449)	280	(31,327)	20,555	2	-	(25,619)
Previous Quarter: True-up of Prospective Recovery Amounts										
	Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:									
9	Forecast prospective recovery amount		(30,670)	(2,590)	(1,930)	(90,433)	3,088	(17)	(2,709)	(125,660)
10	Less: Actual prospective recovery amount		(33,914)	(2,631)	(2,124)	(103,415)	3,769	(17)	(2,992)	(141,324)
11	Variance (Line 9 - Line 10)		3,244	(358)	194	12,982	(681)	(0)	283	15,663
12	Total Amount for Prospective Recovery (Line 8 + Line 11)		(11,436)	(807)	474	(18,345)	19,874	2	283	(9,956)
Prospective Rate Rider Changes										
13	Forecast Billing Units (July 1, 2010 to June 30, 2011)	(6)	790,322	1,401,468	790,322	2,608,573	3,398,895	Class	790,322	
14	Unit Rate Change (Line 12 / Line 13)		(1.4471)	(0.0576)	0.0600	(0.7033)	0.5847	Specific	0.0359	
Summary of Unit Rates										
15	Expiring Rider Q3	(7)	(3.8955)	(0.0149)	(0.2593)	(2.6852)	0.4817	-	0.0087	
16	Unit Rate Q1	(8)	(1.3959)	0.1502	(0.0667)	(1.0679)	(0.4120)	-	0.0146	
17	Unit Rate Q2	(9)	(0.0786)	0.0100	0.0116	(0.2937)	(0.2037)	-	0.0324	
18	Unit Rate Q3 Expiring rider replaced by new rider (Line 14)	(10)	(1.4471)	(0.0576)	0.0600	(0.7033)	0.5847	-	0.0359	
19	Unit Rate Q4	(11)	(2.1478)	(0.0493)	(0.3198)	(2.2063)	0.1649	-	0.0089	
20	Total Unit Rate - Prospective Recovery		(5.0694)	0.0533	(0.3149)	(4.2712)	0.1339	-	0.0918	
21	Change in Rider (Line 14 - Line 15)	(12)	2.4484	(0.0427)	0.3193	1.9819	0.1030	-	0.0272	

Notes:

- (1) Tab 1, Schedule 3, Page 1, Line 27.
(2) EB-2010-0040, Tab 1, Schedule 3, Page 1, Line 27.
(3) Tab 1, Schedule 3, Page 1, Lines 8+9+10.
(4) Tab 1, Schedule 3, Page 1, Lines 11+12+13.
(5) EB-2010-0040, Tab 2, Schedule 2, Page 2, Line 5.
(6) Billing units reflect the approved allocation basis for each deferral account.
(7) EB-2009-0147, Tab 2, Schedule 2, Page 1, Line 9
(8) EB-2009-0410, Tab 2, Schedule 2, Page 1, Line 9
(9) EB-2010-0040, Tab 2, Schedule 2, Page 1, Line 9
(10) EB-2010-0201, Tab 2, Schedule 2, Page 1, Line 9
(11) EB-2009-0313, Tab 2, Schedule 2, Page 1, Line 9
(12) EB-2010-0201, Tab 2, Schedule 1, Column (e)