

March 9, 2018

Ms. Kirsten Walli Board Secretary Ontario Energy Board 2300 Yonge Street, 27<sup>th</sup> Floor Toronto, ON M4P 1E4

Dear Ms. Walli:

# RE: EB-2018-0104 – Union Gas Limited – April 1, 2018 QRAM Application

Enclosed is an application and evidence from Union Gas Limited ("Union") seeking changes to Union's commodity, storage, transportation and delivery 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.

Union has enclosed an application to the Board for Orders effective April 1, 2018 to change the rates that were authorized by the Board's EB-2017-0087 Rate Order to reflect the commodity, storage, 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. In Union's 2018 Cap-and-Trade Compliance Plan proceeding (EB-2017-0255) the Board determined that the 2017 Board-approved Cap-and-Trade rates would continue pending the final rate order.

As part of this QRAM, Union has included the recovery of deferral account balances related to spot gas purchases. These purchases were made to ensure adequate supplies were available to meet higher consumption levels and to ensure adequate storage balances.

The proposed Alberta Border Reference Price, based on the current 21-day strip price, is \$2.422/GJ. This is a decrease of \$0.145/GJ. The proposed Dawn Reference Price, based on the current 21-day strip price, is \$3.191/GJ. This is a decrease of \$0.331/GJ. Union is also proposing to prospectively dispose projected 12-month net gas cost deferral account charges of \$19.917 million.

The result of the changes noted above, including the impact of expiring April 1, 2017 prospective QRAM riders, is a net annual bill decrease for residential sales service customers in Union South of \$38.86 and a net annual bill decrease in Union North ranging from \$43.88 to \$57.54. Bundled direct purchase customers will see a net annual bill decrease of \$0.51 in Union South and a net annual bill decrease ranging from \$4.25 to \$21.15 in Union North.

This application is supported by the following evidence:

Tab 1 - Evidence of Ms. Mary Evers

Tab 2 - Evidence of Ms. Amy Mikhaila and Ms. Robin Stevenson

Union requests the Board's Decision on this application by Thursday, March 22, 2018. This is consistent with the current approved QRAM process timeline.

This application is being served on all intervenors in the EB-2017-0087 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: <u>http://uniongas.com/qramapplication/</u>.

If you have any questions on this matter, please contact me at 519-436-5334.

Yours truly,

[Original signed by]

Vanessa Innis Manager, Regulatory Applications

cc: EB-2017-0087/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, 2018;

**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, 2018 under Board Docket Numbers EB-2017-0087 and EB-2017-0255. The rates were approved in the Board's EB-2017-0087 Rate Order approved in Union's 2018 Rates application dated January 18, 2018. On November 30, 2017, the Board determined the final 2017 Board-approved Cap-and-Trade charges shall continue until such time as the Board makes a determination of the approved 2018 Cap-and-Trade charges in EB-2017-0255.

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 April 1, 2018 as follows:

|   | Current<br>(Effective Jan. 1, 2018)         | Proposed<br>(Effective Apr. 1, 2018)        |
|---|---|---|
| Alberta Border Reference Price <sup>1</sup> | 2.567 \$/GJ<br>9.9985 cents/m <sup>3</sup>  | 2.422 \$/GJ<br>9.4192 cents/m <sup>3</sup>  |
| Dawn Reference Price <sup>2</sup>           | 3.522 \$/GJ<br>13.7182 cents/m <sup>3</sup> | 3.191 \$/GJ<br>12.4098 cents/m <sup>3</sup> |

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

Notes:

The Alberta Border Reference Price represents the Union North West Purchase Gas Variance Account (Deferral Account No. 179-147) reference price, and the Spot Gas Variance Account (Deferral Account No. 179-107) reference price for incremental gas purchased in the Union North West Zone.

<sup>2</sup> The Dawn Reference Price represents the South Purchase Gas Variance Account ("SPGVA") (Deferral Account No. 179-106) reference price, the Union North East Purchase Gas Variance Account (Deferral Account No. 179-148) reference price, the Spot Gas Variance Account (Deferral Account No. 179-107) reference price for incremental gas purchased in the Southern Operations Area or the Union North East Zone.

- (b) an Order to reflect the inventory revaluation adjustment resulting from changes in gas costs as of April 1, 2018;
- (c) an Order reflecting the prospective disposition of the projected balance for the twelve month period ending March 31, 2019 recorded in the gas-supply deferral accounts;
- (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) an Order reflecting adjustments to Union North storage and transportation rates to account for changes in upstream costs; and,
- (f) 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-2017-0087 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. Wednesday, March 14, 2018.
- 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. Friday, March 16, 2018.
- The Board issues its Decision and Order by Thursday, March 22, 2018 for implementation effective April 1, 2018.

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: | Vanessa Innis                    |
|------------|----------------------------------|
|            | Manager, Regulatory Applications |
| Telephone: | (519) 436-5334                   |
| 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 March 9, 2018.

UNION GAS LIMITED

[original signed by]

Vanessa Innis Manager, Regulatory Applications

Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 1 of 13

# **PREFILED EVIDENCE OF** 1 2 MARY EVERS, MANAGER, GAS SUPPLY 3 **INTRODUCTION AND OVERVIEW** 4 5 The purpose of this evidence is to set deferral account reference prices to reflect Union's gas cost forecast for the 12-month period commencing April 1, 2018 pursuant to the Quarterly Rate 6 Adjustment Mechanism ("QRAM") as approved by the Board. 7 8 In addition, Union is seeking disposition of deferral account balances in this ORAM due to the 9 10 need to purchase 8.3 PJ of spot gas. The spot gas was required to ensure adequate supplies were available to meet higher consumption levels primarily as a result of colder than normal weather 11 and to ensure adequate storage balances through February and at March 31, to maintain in-12 13 franchise system integrity. Further detail regarding the spot gas purchases is provided at section 3.0 of this evidence. 14 15 On December 19, 2017, the National Energy Board ("NEB") approved the transportation tolls 16 and abandonment surcharges TransCanada charges for firm transportation services on the 17 Mainline on an interim basis effective January 1, 2018. Other approved upstream toll changes 18 include Centra Transmission Holdings Inc. ("CTHI") and Centra Pipelines Minnesota Inc. 19 ("CPMI"). 20 21

Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 2 of 13

As part of this QRAM filing, Union has reflected a delay in the NEXUS Pipeline capacity in-1 2 service date to September 1, 2018. In order to backstop delays to the NEXUS in-service date, Union has increased its DTE/MichCon capacity by 30,000 Dth/day to hold 90,000 Dth/day of 3 capacity until NEXUS is in-service. This DTE/MichCon contract expiry is tied to the earlier of 4 the NEXUS in-service date or October 31, 2018. From April 1, 2018, until the NEXUS in-5 service date, Union is also reflecting Dawn supplies of 60,000 Dth/day. This combination of 6 7 DTE/MichCon and Dawn supply will fully backstop the 150,000 Dth/day of NEXUS capacity until the in-service date. 8

9

#### 10 1. CURRENT GAS MARKET OUTLOOK

The NYMEX strip has decreased by \$0.177 (US\$/MMBtu) or approximately 6% since the Board-approved January 1, 2018 QRAM filing (EB-2017-0351). The foreign exchange has weakened (Canadian dollar strengthened) from \$1.272 to \$1.256 over the same period.

14

The Empress basis has changed from negative \$0.954 (US\$/MMBtu) to negative \$0.862 (US\$/MMBtu) and the Dawn basis has changed from negative \$0.105 (US\$/MMBtu) to negative \$0.167 (US\$/MMBtu). The calculation of the Alberta Border Reference Price and the Dawn Reference Price is shown at Tab 1, Schedule 1.

19

#### 20 **2. PRICING**

#### 21 <u>2.1 Alberta Border Reference Price</u>

22 The approved method for calculating the Alberta Border Reference Price uses the 21-day

Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 3 of 13

average of the twelve month NYMEX strip. The NYMEX strip used in this application is for
April 2018 to March 2019. The one-year NYMEX strip is converted to an Alberta Border
Reference Price by taking into account the Empress-NYMEX basis and the foreign exchange
rate for the April 2018 to March 2019 period (see Tab 1, Schedule 1 for the details of this
calculation).

6

Based on the approved method, the Alberta Border Reference Price for the period April 1, 2018
to March 31, 2019 is \$2.422/GJ. This represents a decrease of \$0.145/GJ from the Alberta
Border Reference Price of \$2.567/GJ last approved by the Board in EB-2017-0351.

10

The Alberta Border Reference Price will be the reference price for the North West PGVA
(Account No. 179-147). It will also be the reference price for the Spot Gas Variance Account
(Account No. 179-107) for incremental purchases made at Empress.

14

#### 15 2.2 Dawn Reference Price

The approved method for calculating the Dawn Reference Price also uses the 21-day average of the twelve month NYMEX strip. The NYMEX strip used in this application is for April 2018 to March 2019. The one-year NYMEX strip is converted to a Dawn Reference Price by taking into account the Dawn-NYMEX basis and the foreign exchange rate for the April 2018 to March 2019 period (see Tab 1, Schedule 1 for the details of this calculation).

21

22 Based on the approved method, the Dawn Reference Price for the period April 1, 2018 to March

Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 4 of 13

| 1  | 31, 2019 is \$3.191/GJ. This represents a decrease of \$0.331/GJ from the Dawn Reference Price     |
|----|--|
| 2  | of \$3.522/GJ last approved by the Board in EB-2017-0351.  |
| 3  |  |
| 4  | The Dawn Reference Price will be the reference price for the North East PGVA (Account No.          |
| 5  | 179-148). The Dawn Reference Price will also be the reference price for the South Purchased        |
| 6  | Gas Variance Account ("SPGVA") (Account No. 179-106) and the Spot Gas Variance Account             |
| 7  | (Account No. 179-107), for incremental purchases made at Dawn.                                     |
| 8  |  |
| 9  | 3. Spot Gas Purchases  |
| 10 | 3.1 Spot Gas Purchase Overview   |
| 11 | Union is seeking disposition of deferral account balances in this QRAM due to the need to          |
| 12 | purchase 8.3 PJ of spot gas.   |
| 13 |  |
| 14 | In total, Union purchased 14.6 PJ of incremental supply, relative to plan, for the winter of       |
| 15 | 2017/18. This included a net total of 8.3 PJ of spot gas, in addition to filling 6.3 PJ of planned |
| 16 | UDC. The spot gas was required to ensure adequate supplies were available to meet higher           |
| 17 | consumption levels primarily as a result of colder than normal weather and to ensure adequate      |
| 18 | storage balances through February and at March 31, to maintain in-franchise system integrity.      |
| 19 | Union continued its past practices of frequently monitoring and layering in spot gas purchases so  |
| 20 | that it was buying the gas required proactively in the forward market rather than in the day       |
| 21 | market.  |

Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 5 of 13

As shown in Table 1, by January 25, 2018, Union purchased 7.3 PJ of spot gas for actual 1 2 increased consumption primarily due to colder than normal weather relative to forecast. During the last week of January, the weather forecast for February and March got progressively colder. 3 At January 30, 2018, February was forecast to be 18.6% colder than normal and March was 4 forecast to be 8.7% colder than normal supporting a further spot requirement of 6.0 PJ (4.2 PJ for 5 February and 1.8 PJ for March). To ensure adequate inventory through February 28, 2018, 6 Union purchased half of the expected requirement (3.0 PJ) of additional spot supply on January 7 30, 2018 for delivery in February. Union continued to closely monitor actual and forecast 8 consumption and weather to determine if additional spot purchases would be required for the 9 10 balance of February and March to ensure that Union could continue its past practice of layering in additional spot gas purchases proactively for the balance of February and in March to avoid 11 price volatility of the day market. 12

13

14 The timing of Union's spot purchases and the average cost is summarized in Table 1.

| Table 1 |  |      |        |         |          |                            |  |  |  |  |  |  |
|---------|--|------|--------|---------|----------|----------------------------|--|--|--|--|--|--|
|         | Winter 2017/18 Spot Purchases (as of January 30, 2018)   |      |        |         |          |                            |  |  |  |  |  |  |
|         | TotalTotalDateLandedEstimatedCost (\$<br>million)DeliveryPurchasedVolumeCdn \$/GJ*Cost (\$<br>million)Date |      |        |         |          |                            |  |  |  |  |  |  |
| 1       | Jan 3/18   | 4.3  | \$4.54 | \$19.60 | February | Actual Use,<br>Weather&UFG |  |  |  |  |  |  |
| 2       | Jan 11/18  | 2.0  | \$4.49 | \$9.00  | February | Actual Use,<br>Weather&UFG |  |  |  |  |  |  |
| 3       | Jan 25/18  | 1.0  | \$4.18 | \$4.20  | March    | Actual Use,<br>Weather&UFG |  |  |  |  |  |  |
| 4       | Jan 30/18  | 3.0  | \$4.81 | \$14.40 | February | Forecast Weather           |  |  |  |  |  |  |
| 5       | Total  | 10.3 | \$4.57 | \$47.20 | _        |                            |  |  |  |  |  |  |

\*estimated assuming exchange rate of 1.25

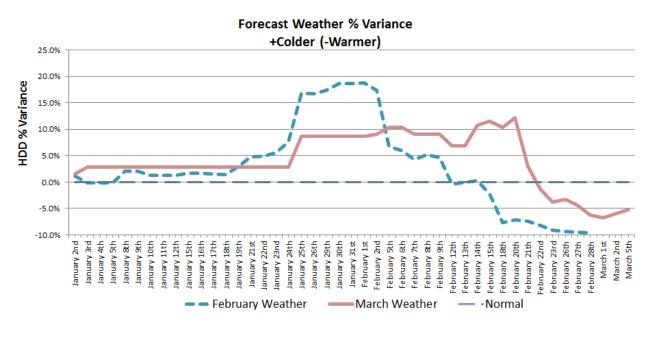
Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 6 of 13

As the winter progressed, the forecast February and March weather changed. As shown in Figure 1, the weather forecast for February declined from 18.8% colder than normal to 7.7% warmer than normal by February 18, 2018. As a result, Union no longer required and therefore did not purchase the remaining 3 PJ of the spot requirement forecasted on January 30, 2018.

In addition, Union determined that it did not require, and therefore did not purchase, 2.0 PJ of
planned March Dawn supply. The resulting incremental spot gas purchased for the winter of
2017/18 was 8.3 PJ.

Figure 1





12 An overview of the variance drivers supporting Union's spot gas purchases are described in more

13 detail below.

14

Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 7 of 13

0.1

8.3

#### Spot Gas Purchases – Variance Drivers 1 3.2 2 As described above, Union purchased a net total of 8.3 PJ of incremental spot gas at Dawn for delivery through the end of March 2018. This gas was purchased: 3 1) to meet incremental winter requirements for actual and projected demand variances for 4 Union South sales service customers; 5 2) to manage unaccounted for gas variances; and 6 3) for incremental Rate 25 sales service activity. 7 8 Table 2 provides a breakdown of the quantities purchased for each group of customers. 9 10 Table 2 Spot Gas Purchase Breakdown by Customer Group (net of planned UDC filled) PJ 5.7 1 Union South Sales Service Customers 2 Union North West Sales Service and Bundled DP Customers 0.0 3 Union North East Sales Service and Bundled DP Customers 0.0 4 Unaccounted For Gas Variances 2.6 5 Union North West Rate 25 Variance (0.1)

11

6

7

TOTAL

# 12 3.2.1 Union South Sales Service Customers

Union North East Rate 25 Variance

Union purchased 5.7 PJ of spot gas and filled 3.0 PJ of Union North Planned UDC to meet actual demands above forecast for November 1, 2017 to January 31, 2018 and projected variances above forecast for February 1, 2018 to March 31, 2018 for Union South sales service customers. The primary drivers for the spot gas requirement for Union South sales service customers are provided in Table 3.

Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 8 of 13

| Table 3<br>Union South Sales Service Customer Variances |   |     |     |     |  |  |  |  |  |
|---|---|-----|-----|-----|--|--|--|--|--|
|   | Variance Driver (PJ)Actual<br>Variances<br>(Nov/17 to<br>Jan/18)Projected<br> |     |     |     |  |  |  |  |  |
| 1   | Weather   | 4.0 | 1.2 | 5.2 |  |  |  |  |  |
| 2   | Use and RTS Variances   | 1.3 |     | 1.3 |  |  |  |  |  |
| 3   | Variance in Opening Storage Position  | 0.8 |     | 0.8 |  |  |  |  |  |
| 4   | Other   | 1.4 |     | 1.4 |  |  |  |  |  |
| 5   |   | 7.5 | 1.2 | 8.7 |  |  |  |  |  |
| 6   | Less North Planned UDC Filled   |     |     | 3.0 |  |  |  |  |  |
| 7   | Spot Gas Purchased for Union South  |     |     | 5.7 |  |  |  |  |  |

Table 2

- In addition to the 4.0 PJ required due to colder than normal weather, Union experienced other variances that influenced the amount of gas purchased. These included higher general service use and return to sales service of 1.3 PJ and a variance in the opening storage position of 0.8 PJ.
- 5

1

The variance in the opening storage position of 0.8 PJ was a result of actual variances realized in
October 2017. In the summer/fall of 2017, Union purchased supply to meet the targeted sales
service inventory level for November 1, 2017 based on forecast activity; however, actual activity
in October resulted in Union being 0.8 PJ short at November 1, 2017.

10

The difference between the January 1, 2018 Dawn Reference Price of \$3.522/GJ and the actual average cost of \$4.57/GJ of incremental gas purchased results in a debit of \$5.97 million in the South Purchase Gas Variance Account (SPGVA Deferral No. 179-106) attributable to Union South sales service customers.

Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 9 of 13

#### 1 3.2.2 Union North West Sales Service and North Bundled DP Customers

The actual demands above forecast for November 1, 2017 to January 31, 2018 and projected variances above forecast for February 1, 2018 to March 31, 2018 for Union North West sales service and bundled DP customers is shown in Table 4. Union filled 0.9 PJ of planned UDC for Union North West over the period November 1, 2017 to March 31, 2018.

6

| Table 4   |  |
|---|--|
| Union North West Sales Service Customer Variances |  |

|   | Variance Driver (PJ)                    | Actual<br>Variances<br>(Nov/17 to<br>Jan/18) | Projected<br>Variances<br>(Feb &<br>Mar/18) | Total<br>Variances |
|---|---|--|---|--------------------|
| 1 | Weather                                 | 0.5  | 0.2   | 0.7                |
| 2 | Use and RTS Variances                   | 0.2  |   | 0.2                |
| 3 | Variance in Opening Storage Position    | 0.1  |   | 0.1                |
| 4 | Other                                   | 0.0  |   | 0.0                |
| 5 |   | 0.7  | 0.2   | 0.9                |
| 6 | Less North Planned UDC Filled           |  |   | 0.9                |
| 7 | Spot Gas Purchased for Union North West |  |   | 0.0                |
|   |   |  |   |                    |

7

8 Similar to Union South, the variance in the opening storage position of 0.1 PJ was a result of 9 actual variances realized in October 2017. In the summer/fall of 2017, Union purchased supply 10 to meet the targeted inventory level for November 1, 2017 based on forecast activity; however, 11 actual activity in October resulted in Union being 0.1 PJ short at November 1.

Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 10 of 13

1 Union North East Sales Service and North Bundled DP Customers

The actual demands above forecast for November 1, 2017 to January 31, 2018 and projected variances above forecast for February 1, 2018 to March 31, 2018 for Union North East sales service and bundled DP customers is shown in Table 5. Union filled 2.4 PJ of planned UDC for Union North East over the period of November 1, 2017 to March 31, 2018.

#### 6

| Table 5   |
|---|
| Union North East Sales Service Customer Variances |

|   | Variance Driver (PJ)                    | Actual<br>Variances<br>(Nov/17 to<br>Jan/18) | Projected<br>Variances<br>(Feb &<br>Mar/18) | Total<br>Variances |
|---|---|--|---|--------------------|
| 1 | Weather                                 | 1.2  | 0.5   | 1.7                |
| 2 | Use and RTS Variances                   | 0.5  |   | 0.5                |
| 3 | Variance in Opening Storage Position    | 0.2  |   | 0.2                |
| 4 | Other                                   | 0.0  |   | 0.0                |
| 5 |   | 1.9  | 0.5   | 2.4                |
| 6 | Less North Planned UDC Filled           |  |   | 2.4                |
| 7 | Spot Gas Purchased for Union North East |  |   | 0.0                |

7

8

9 Similar to Union South, the variance in the opening storage position of 0.2 PJ was a result of 10 actual variances realized in October 2017. In the summer/fall of 2017, Union purchased supply 11 to meet the targeted inventory level for November 1, 2017 based on forecast activity; however, 12 actual activity in October resulted in Union being 0.2 PJ short at November 1.

13

Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 11 of 13

#### 1 3.2.3 Unaccounted For Gas Variances

Union purchased 2.6 PJ of spot gas to manage Unaccounted for Gas ("UFG") variances. Because
the average cost of spot gas purchases was greater than the Dawn Reference Price, the UFG price
variance is a debit of \$2.72 million.

5

In the Board's October 30, 2014 Decision in Union's EB-2014-0145 proceeding, at page 7, the Board found that "cost causality requires that the price variances associated with UFG be allocated in the same way as the underlying costs, both in the current proceeding and going forward. Therefore, the Board finds that the UFG price variance should be allocated to sales service customers and the direct purchase customers for which Union provides fuel."

11

The portion of the purchased spot volume that is specifically identified as replacing UFG volume variances from forecast have an associated price variance that will be excluded from the SPGVA in QRAM reporting. The price variance associated with the spot purchase related to UFG variances will be captured in the Unaccounted for Gas (UFG) Price Variance Account (Deferral Account No. 179-141) consistent with the Board's decision in the EB-2015-0010 proceeding. Balances in the Unaccounted for Gas Price Variance Account will be included in Union's 2018 annual non-commodity deferral account disposition application.

19

20 3.2.4 Union North Rate 25 Variance

Union manages the costs of serving Rate 25 customers within the rate class and, as such, is not
seeking recovery of costs to purchase spot gas to manage Rate 25 consumption variances.

Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 12 of 13

#### 1 4. DEFERRAL ACCOUNT ADJUSTMENTS

To ensure that there is continued alignment between the QRAM deferral account schedules and
Union's financial records, a reconciliation of each deferral account occurs on a monthly basis
and any adjustments are included in the QRAM deferral account schedules.

5

#### 6 5. PROSPECTIVE RECOVERY OF DEFERRAL ACCOUNT BALANCES

The deferral account balances as of April 1, 2018, are based on the actual and forecast gas costs
for April 1, 2017 to March 31, 2018 as compared to the reference prices approved each quarter in
Union's QRAM. In addition, the prospective recovery of deferral account balances will include
forecast variances for April 1, 2018 to March 31, 2019.

11

Deferral account balances relating to the North PGVA, North Tolls and Fuel, South PGVA,
Inventory Revaluation, and Spot Gas accounts are provided in the following schedules attached
to this evidence:

Union North West PGVA Account (Account No. 179-147) as identified in Tab 1, Schedule
2, Page 2;

Union North East PGVA Account (Account No. 179-148) as identified in Tab 1, Schedule 2,
 Page 3;

Union North West Transportation and Fuel Account (Account No. 179-145) as identified in
 Tab 1, Schedule 2, Page 4;

Union North East Transportation and Fuel Account (Account No. 179-146) as identified in
 Tab 1, Schedule 2, Page 4;

Filed: 2018-03-09 EB-2018-0104 Tab 1 Page 13 of 13

| 1  | • South PGVA Account (Account No. 179-106) as identified in Tab 1, Schedule 2, Page 5;        |
|----|---|
| 2  | • Inventory Revaluation Account (Account No. 179-109) as identified in Tab 1, Schedule 2,     |
| 3  | Page 6; and   |
| 4  | • Spot Gas Variance Account (Account No. 179-107) as identified in Tab 1, Schedule 2, Page    |
| 5  | 7.  |
| 6  |   |
| 7  | 6. <u>UNABSORBED DEMAND COST ("UDC") ACCOUNT</u>  |
| 8  | The joint UDC Account balances are not prospectively recovered in accordance with the current |
| 9  | Board-approved QRAM process. Union will dispose of any deferral account balances through      |
| 10 | the annual deferral account disposition process.  |

### UNION GAS LIMITED Calculation of Alberta Border and Dawn Reference Prices For the 12 month period ending March 31, 2019

| Line<br>No. | Particulars   |               | Apr-18           | May-18           | Jun-18           | Jul-18           | Aug-18           | Sep-18           | Oct-18           | Nov-18           | Dec-18           | Jan-19           | Feb-19           | Mar-19           | Total or Average  |
|-------------|---|---------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
|             | Days  |               | 30               | 31               | 30               | 31               | 31               | 30               | 31               | 30               | 31               | 31               | 28               | 31               | 365               |
| 1<br>2      | NYMEX 21 Day Average (US\$/MMBtu)<br>Foreign Exchange   | (1)           | 2.691<br>1.259   | 2.711<br>1.258   | 2.746<br>1.258   | 2.788<br>1.257   | 2.795<br>1.256   | 2.780<br>1.256   | 2.799<br>1.255   | 2.847<br>1.255   | 2.977<br>1.254   | 3.066<br>1.254   | 3.038<br>1.253   | 2.940<br>1.253   | 2.848<br>1.256    |
| 2           | Calculation of Alberta Border Reference Price   |               | (0.800)          | (0.044)          | (0.000)          | (0.045)          | (0.052)          | (0.740)          | (0.700)          | (0.824)          | (0.040)          | (0.074)          | (0.070)          | (0.007)          | (0.000)           |
| 3<br>4      | Empress Basis (US\$/MMBtu)<br>Alberta Border (Cdn\$/GJ)   | (2)           | (0.896)<br>2.141 | (0.941)<br>2.111 | (0.868)<br>2.239 | (0.945)<br>2.195 | (0.853)<br>2.312 | (0.748)<br>2.419 | (0.780)<br>2.402 | (0.821)<br>2.409 | (0.848)<br>2.531 | (0.871)<br>2.609 | (0.879)<br>2.564 | (0.897)<br>2.427 | (0.862)<br>2.363  |
| 5<br>6      | Forecast Purchase Volume - Union North West (PJ's)<br>Cost at Market Price (\$000's) (line 4 * line 5)      |               | 1.10<br>2,350    | 0.61<br>1,282    | 0.59<br>1,316    | 0.61<br>1,333    | 0.61<br>1,404    | 0.59<br>1,421    | 0.88<br>2,109    | 1.90<br>4,589    | 1.97<br>4,981    | 1.97<br>5,133    | 1.78<br>4,558    | 1.97<br>4,776    | 14.56<br>35,252   |
| 7           | Alberta Border Reference Price (Cdn\$/GJ) (line 6 / line 5)   |               | 2.141            | 2.111            | 2.239            | 2.195            | 2.312            | 2.419            | 2.402            | 2.409            | 2.531            | 2.609            | 2.564            | 2.427            | 2.422             |
|             | Calculation of Dawn Reference Price   |               |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                   |
| 8<br>9      | Dawn Basis (US\$/MMBtu)<br>Dawn (Cdn\$/GJ)  | (3)           | (0.047)<br>3.154 | (0.160)<br>3.042 | (0.237)<br>2.991 | (0.280)<br>2.988 | (0.288)<br>2.985 | (0.312)<br>2.939 | (0.278)<br>2.999 | (0.122)<br>3.242 | (0.069)<br>3.457 | (0.041)<br>3.595 | (0.073)<br>3.522 | (0.101)<br>3.372 | (0.167)<br>3.190  |
| 10<br>11    | Forecast Purchase Volume - Union South and Union North<br>Cost at Market Price (\$000's) (line 9 * line 10) | n East (PJ's) | 13.69<br>43,189  | 14.15<br>43,039  | 13.69<br>40,961  | 14.15<br>42,280  | 14.15<br>42,241  | 14.01<br>41,166  | 14.48<br>43,412  | 14.11<br>45,740  | 14.58<br>50,403  | 14.58<br>52,416  | 13.17<br>46,377  | 14.58<br>49,155  | 169.34<br>540,379 |
| 12          | Dawn Reference Price (Cdn\$/GJ) (line 11 / line 10)   |               | 3.154            | 3.042            | 2.991            | 2.988            | 2.985            | 2.939            | 2.999            | 3.242            | 3.457            | 3.595            | 3.522            | 3.372            | 3.191             |

Notes;

(1) 21 Day Strip dates used: January 31 - March 1, 2018.
(2) Alberta Border Price = ((NYMEX 21 Day Average (*line 1*) + Empress Basis (*line 3*)) \* (Foreign Exchange Rate (*line 2*)) / MMBtu to GJ Conversion Rate (4).

(3) Dawn Price = ((NYMEX 21-Day Average (*line 1*) + Dawn Basis (*line 8*)) \* (Foreign Exchange Rate (*line 2*)) / MMBtu to GJ Conversion Rate (4).

(4) MMBtu to GJ Conversion Rate: 1.055056 GJ /MMBtu.

## Filed: 2018-03-09 EB-2018-0104 Tab 1 Schedule 1

# UNION GAS LIMITED Summary of Gas Supply Deferral Accounts

|             |                        |        |          |  |          |  |         |  |          |   |          |  | J        | oint Account  |          |  | J        | oint Account   |          |                                       |
|-------------|------------------------|--------|----------|--|----------|--|---------|--|----------|---|----------|--|----------|---|----------|--|----------|--|----------|---------------------------------------|
| Line<br>No. | Particulars            |        | (        | n North West<br>PGVA<br>179-147)<br>6000's) (1)<br>(a) |          | on North East<br>PGVA<br>(179-148)<br>(\$000's) (2)<br>(b) | 7       | on North West<br>Folls & Fuel<br>(179-145)<br><u>\$000's) (3)</u><br>(c) |          | ion North East<br>Tolls & Fuel<br>(179-146)<br>(\$000's) (4)<br>(d) |          | South<br>PGVA<br>(179-106)<br><u>\$000's) (5)</u><br>(e) |          | Inventory<br>Revaluation<br>(179-109)<br>(\$000's) (6)<br>(f) | Spot (   | l Balancing &<br>Gas Purchases<br>179-107)<br>6000's) (7)<br>(g) | De       | Jnabsorbed<br>emand Costs<br>(179-108)<br>(\$000's) (8)<br>(h) | ·,       | Total<br>(\$000's)<br>m of (a) to (h) |
|             |                        | т.     | <u>,</u> |  | •        |  | •       | (2.2)  | •        |   | •        |  | •        |   | •        |  | <u>^</u> |  | •        | ( = 0.0                               |
| 1           | April, 2017            | *      | \$       | (606)  | \$       | (391)  | \$      | (26)   | \$       | (48)  | \$       | 4,377  | \$       | 950   | \$       | (0)  | \$       | 534  | \$<br>\$ | 4,790                                 |
| 2           | May                    | *      | \$       | (242)  | \$       | (646)  | \$      | (85)   | \$       | (653)   | \$       | 2,248  | \$       | 12  | \$       | (0)  | \$       | 1,626  | ¢        | 2,259                                 |
| 3           | June                   | *      | ¢        | (55)   | \$<br>\$ | (434)  | \$      | 48   | \$<br>\$ | 130   | \$<br>\$ | 2,122  | \$<br>\$ | 11<br>(3,075)   | \$<br>\$ | (0)  | \$<br>\$ | 968  | ъ<br>Ф   | 2,790                                 |
| 4           | July, 2017             | *      | ¢        | (100)  |          | (2,335)  | \$      | (57)   |          | (163)   |          | (6,003)  | ф<br>Ф   | , ,   | Դ<br>Տ   | (0)  |          | 1,208  | \$       | (10,525)                              |
| 5           | August                 | *      | ¢        | (118)  | \$       | (2,962)  | ¢<br>¢  | (83)   | \$       | (147)   | \$       | (7,858)  | ¢<br>⊅   | 8   | Դ<br>Տ   | (0)  | \$       | 1,381  | ¢        | (9,779)                               |
| ю<br>7      | September              | *      | ¢        | (153)  | \$       | (2,679)  | ¢<br>⊅  | 23   | \$       | 266   | \$       | (4,900)  | ¢<br>⊅   | 8   | Ŧ        | (0)  | \$       | 462  | ¢        | (6,974)                               |
| /           | October, 2017          | *      | \$<br>¢  | (502)  | \$       | (540)  | \$<br>¢ | (62)   | \$       | 1,060   | \$       | 1,004  | \$       | 35,811  | \$       | (0)  | \$       | 231  | \$<br>¢  | 37,002                                |
| 8           | November               | т<br>Т | \$       | (424)  | \$       | 23   | \$      | (76)   | \$       | (1,875)   | \$       | 918  | \$<br>•  | 50  | \$       | (0)  | \$       | 280  | \$       | (1,104)                               |
| 9           | December               | Ŷ      | \$       | (272)  | \$       | 639  | \$      | 323  | \$       | 876   | \$       | 4,878  | \$       | 43  | \$       | (0)  | \$       | 257  | \$       | 6,743                                 |
| 10          | January, 2018          |        | \$       | (1,108)  | \$       | (1,287)  | \$      | (105)  | \$       | (806)   | \$       | (689)  | \$       | 1,084   | \$       | (0)  | \$       | -  | \$       | (2,910)                               |
| 11          | February               |        | \$       | (89)   | \$       | 1,770  | \$      | 3  | \$       | 18  | \$       | 16,439   | \$       | 27  | \$       | (0)  | \$       | -  | \$       | 18,168                                |
| 12          | March                  |        | \$       | (1,330)  | \$       | (350)  | \$      | (5)  | \$       | 1   | \$       | 198  | \$       | 27  | \$       | (0)  | \$       | -  | \$       | (1,459)                               |
| 13          | Total (Lines 1 to 12)  |        | \$       | (4,999)  | \$       | (9,193)  | \$      | (103)  | \$       | (1,342)   | \$       | 12,735   | \$       | 34,956  | \$       | (2)  | \$       | 6,947  | \$       | 38,998                                |
|             | Current QRAM Period    |        |          |  |          |  |         |  |          |   |          |  |          |   |          |  |          |  |          |                                       |
| 14          | April, 2018            |        | \$       | (308)  | \$       | (377)  | \$      | (6)  | \$       | (16)  | \$       | 894  | \$       | 3,608   | \$       | -  | \$       | -  | \$       | 3,795                                 |
| 15          | May                    |        | \$       | (189)  | \$       | (689)  | \$      | (5)  | \$       | (18)  | \$       | 35   | \$       | -   | \$       | -  | \$       | -  | \$       | (866)                                 |
| 16          | June                   |        | \$       | (108)  | \$       | (759)  | \$      | (2)  | \$       | (15)  | \$       | 65   | \$       | -   | \$       | -  | \$       | -  | \$       | (819)                                 |
| 17          | July, 2018             |        | \$       | (138)  | \$       | (804)  | \$      | (3)  | \$       | (16)  | \$       | (209)  | \$       | -   | \$       | -  | \$       | -  | \$       | (1,170)                               |
| 18          | August                 |        | \$       | (66)   | \$       | (779)  | \$      | (1)  | \$       | (14)  | \$       | (223)  | \$       | -   | \$       | -  | \$       | -  | \$       | (1,084)                               |
| 19          | September              |        | \$       | (2)  | \$       | 17   | \$      | (0)  | \$       | (13)  | \$       | 541  | \$       | -   | \$       | -  | \$       | -  | \$       | 543                                   |
| 20          | October, 2018          |        | \$       | (18)   | \$       | 285  | \$      | (1)  | \$       | (14)  | \$       | 2,018  | \$       | -   | \$       | -  | \$       | -  | \$       | 2,271                                 |
| 21          | November               |        | \$       | (24)   | \$       | 1,102  | \$      | (0)  | \$       | (11)  | \$       | 4,299  | \$       | -   | \$       | -  | \$       | -  | \$       | 5,366                                 |
| 22          | December               |        | \$       | 215  | \$       | 1,899  | \$      | 5  | \$       | 1   | \$       | 6,974  | \$       | -   | \$       | -  | \$       | -  | \$       | 9,095                                 |
| 23          | January, 2019          |        | \$       | 367  | \$       | 2,436  | \$      | 9  | \$       | 11  | \$       | 8,724  | \$       | -   | \$       | -  | \$       | -  | \$       | 11,546                                |
| 24          | February               |        | \$       | 253  | \$       | 2,080  | \$      | 6  | \$       | 5   | \$       | 7,472  | \$       | -   | \$       | -  | \$       | -  | \$       | 9,816                                 |
| 25          | March                  |        | \$       | 10   | \$       | 1,823  | \$      | 1  | \$       | 7   | \$       | 6,196  | \$       | -   | \$       | -  | \$       | -  | \$       | 8,036                                 |
| 26          | Total (Lines 14 to 25) |        | \$       | (7)  | \$       | 6,235  | \$      | -  | \$       | (93)  | \$       | 36,785   | \$       | 3,608   | \$       | -  | \$       |  | \$       | 46,529                                |

\* Reflects actual information.

Notes:

(1) See page 2.

(1) Coo page 1.
(2) See page 3.
(3) See page 4.
(4) See page 4.

(5) See page 5.

(6) See page 6.

(7) See page 7.

(8) Union is not proposing to recover the deferral balance for the Unabsorbed Demand Charge (Account No. 179-108) deferral account in the current QRAM.

Filed: 2018-03-09 EB-2018-0104 Tab 1 Schedule 2 Page 1 of 7

### UNION GAS LIMITED **Deferral Account for** North West Purchased Gas Variance Account (Deferral Account 179-147)

| Line<br>No. | Particulars            |          | urchase<br>Cost<br>\$000's)<br>(a) | Volume<br>(GJ)<br>(b) | Av | /eighted<br>/g. Price<br>(\$/GJ)<br>= (a)/(b) | R  | erta Border<br>eference<br>Price<br>\$/GJ)(1)<br>(d) | Di | nit Rate<br>fference<br>(\$/GJ)<br>= (c) - (d) | /<br>Befo<br>( | Deferral<br>Amount<br>bre Interest<br>\$000's)<br>= (b) x (e) | djustments<br>(\$000's)<br>(g) | D<br>Befo<br>(؟ | Total<br>Deferral<br>re Interest<br>\$000's)<br>= (f) + (g) | terest<br>00's) (2)<br>(i) | C<br>A<br>(\$ | Total<br>Deferral<br>Mount<br>\$000's)<br>= (h) + (i) |
|-------------|------------------------|----------|------------------------------------|-----------------------|----|---|----|--|----|--|----------------|---|--------------------------------|-----------------|---|----------------------------|---------------|---|
|             |                        |          |                                    |                       |    |   |    |  |    |  |                |   |                                |                 |   |                            |               |   |
| 1           | April, 2017            | *        | \$<br>3,641                        | 1,349,692             | \$ | 2.697   | \$ | 3.146  | \$ | (0.449)  | \$             | (606)   | \$<br>-                        | \$              | (606)   | \$<br>0                    | \$            | (606)   |
| 2           | May                    | *        | \$<br>1,902                        | 681,178               | \$ | 2.793   | \$ | 3.146  | \$ | (0.354)  | \$             | (241)   | \$<br>-                        | \$              | (241)   | \$<br>(1)                  | \$            | (242)   |
| 3           | June                   | *        | \$<br>509                          | 179,190               | \$ | 2.841   | \$ | 3.146  | \$ | (0.305)  | \$             | (55)  | \$<br>-                        | \$              | (55)  | \$<br>(1)                  | \$            | (55)  |
| 4           | July, 2017             | *        | \$<br>313                          | 137,688               | \$ | 2.275   | \$ | 2.999  | \$ | (0.724)  | \$             | (100)   | \$<br>-                        | \$              | (100)   | \$<br>(0)                  | \$            | (100)   |
| 5           | August                 | *        | \$<br>220                          | 112,412               | \$ | 1.953   | \$ | 2.999  | \$ | (1.046)  | \$             | (118)   | \$<br>-                        | \$              | (118)   | \$<br>(1)                  | \$            | (118)   |
| 6           | September              | *        | \$<br>92                           | 80,035                | \$ | 1.153   | \$ | 2.999  | \$ | (1.846)  | \$             | (148)   | \$<br>-                        | \$              | (148)   | \$<br>(6)                  | \$            | (153)   |
| 7           | October, 2017          | *        | \$<br>1,645                        | 820,256               | \$ | 2.006   | \$ | 2.616  | \$ | (0.610)  | \$             | (501)   | \$<br>-                        | \$              | (501)   | \$<br>(1)                  | \$            | (502)   |
| 8           | November               | *        | \$<br>4,766                        | 1,983,782             | \$ | 2.403   | \$ | 2.616  | \$ | (0.213)  | \$             | (423)   | \$<br>-                        | \$              | (423)   | \$<br>(2)                  | \$            | (424)   |
| 9           | December               | *        | \$<br>5,052                        | 2,034,556             | \$ | 2.483   | \$ | 2.616  | \$ | (0.133)  | \$             | (270)   | \$<br>-                        | \$              | (270)   | \$<br>(2)                  | \$            | (272)   |
| 10          | January, 2018          |          | \$<br>4,197                        | 2,065,488             | \$ | 2.032   | \$ | 2.567  | \$ | (0.535)  | \$             | (1,105)   | \$<br>-                        | \$              | (1,105)   | \$<br>(2)                  | \$            | (1,108)   |
| 11          | February               |          | \$<br>4,534                        | 1,800,105             | \$ | 2.519   | \$ | 2.567  | \$ | (0.048)  | \$             | (87)  | \$<br>-                        | \$              | (87)  | \$<br>(2)                  | \$            | (89)  |
| 12          | March                  |          | \$<br>3,618                        | 1,926,820             | \$ | 1.878   | \$ | 2.567  | \$ | (0.689)  | \$             | (1,328)   | \$<br>-                        | \$              | (1,328)   | \$<br>(2)                  | \$            | (1,330)   |
| 13          | Total (Lines 1 to 12)  |          | \$<br>30,489                       | 13,171,202            |    |   |    |  |    | . ,  | \$             | (4,981)   | <br>-                          | \$              | (4,981)   | <br>(19)                   | \$            | (4,999)   |
|             | Current QRAM Period    | <u> </u> |                                    |                       |    |   |    |  |    |  |                |   |                                |                 |   |                            |               |   |
| 14          | April, 2018            |          | \$<br>2,350                        | 1,097,655             | \$ | 2.141   | \$ | 2.422  | \$ | (0.281)  | \$             | (308)   | \$<br>-                        | \$              | (308)   | \$<br>-                    | \$            | (308)   |
| 15          | May                    |          | \$<br>1,282                        | 607,244               | \$ | 2.111   | \$ | 2.422  | \$ | (0.311)  | \$             | (189)   | \$<br>-                        | \$              | (189)   | \$<br>-                    | \$            | (189)   |
| 16          | June                   |          | \$<br>1,316                        | 587,620               | \$ | 2.239   | \$ | 2.422  | \$ | (0.183)  | \$             | (108)   | \$<br>-                        | \$              | (108)   | \$<br>-                    | \$            | (108)   |
| 17          | July, 2018             |          | \$<br>1,333                        | 607,012               | \$ | 2.195   | \$ | 2.422  | \$ | (0.227)  | \$             | (138)   | \$<br>-                        | \$              | (138)   | \$<br>-                    | \$            | (138)   |
| 18          | August                 |          | \$<br>1,404                        | 606,963               | \$ | 2.312   | \$ | 2.422  | \$ | (0.110)  | \$             | (66)  | \$<br>-                        | \$              | (66)  | \$<br>-                    | \$            | (66)  |
| 19          | September              |          | \$<br>1,421                        | 587,383               | \$ | 2.419   | \$ | 2.422  | \$ | (0.003)  | \$             | (2)   | \$<br>-                        | \$              | (2)   | \$<br>-                    | \$            | (2)   |
| 20          | October, 2018          |          | \$<br>2,109                        | 878,213               | \$ | 2.402   | \$ | 2.422  | \$ | (0.020)  | \$             | (18)  | \$<br>-                        | \$              | (18)  | \$<br>-                    | \$            | (18)  |
| 21          | November               |          | \$<br>4,589                        | 1,904,415             | \$ | 2.409   | \$ | 2.422  | \$ | (0.013)  | \$             | (24)  | \$<br>-                        | \$              | (24)  | \$<br>-                    | \$            | (24)  |
| 22          | December               |          | \$<br>4,981                        | 1,967,896             | \$ | 2.531   | \$ | 2.422  | \$ | 0.109  | \$             | 215   | \$<br>-                        | \$              | 215   | \$<br>-                    | \$            | 215   |
| 23          | January, 2019          |          | \$<br>5,133                        | 1,967,896             | \$ | 2.609   | \$ | 2.422  | \$ | 0.187  | \$             | 367   | \$<br>-                        | \$              | 367   | \$<br>-                    | \$            | 367   |
| 24          | February               |          | \$<br>4,558                        | 1,777,454             | \$ | 2.564   | \$ | 2.422  | \$ | 0.142  | \$             | 253   | \$<br>-                        | \$              | 253   | \$<br>-                    | \$            | 253   |
| 25          | March                  |          | \$<br>4,776                        | 1,967,896             | \$ | 2.427   | \$ | 2.422  | \$ | 0.005  | \$             | 10  | \$<br>-                        | \$              | 10  | \$<br>-                    | \$            | 10  |
| 26          | Total (Lines 14 to 25) |          | \$<br>35,252                       | 14,557,646            |    |   |    |  |    |  | \$             | (7)   | \$<br>-                        | \$              | (7)   | \$<br>-                    | \$            | (7)   |

\* Reflects actual information.

Notes:

(1) The reference price from April 2017 to June 2017 is as approved in EB-2017-0089.

The reference price from July 2017 to September 2017 is as approved in EB-2017-0185.

The reference price from October 2017 to December 2017 is as approved in EB-2017-0278.

The reference price from January 2018 to March 2018 is as approved in EB-2017-0351.

The reference price from April 2018 to March 2019 is as proposed in EB-2018-0104.

(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.

Filed: 2018-03-09 EB-2018-0104 Tab 1 Schedule 2 Page 2 of 7

### UNION GAS LIMITED Deferral Account for North East Purchased Gas Variance Account (Deferral Account 179-148)

| Line<br>No. | Particulars            |   | Purchase<br>Cost<br>(\$000's)<br>(a) | Volume<br>(GJ)<br>(b) | Av | /eighted<br>/g. Price<br>(\$/GJ)<br>= (a)/(b) | Dawn<br>teference<br>Price<br>(\$/GJ)(1)<br>(d) | Di | nit Rate<br>fference<br>(\$/GJ)<br>= (c) - (d) | <br>Deferral<br>Amount<br>fore Interest<br>(\$000's)<br>) = (b) x (e) | ustments<br>\$000's)<br>(g) | Befc<br>( | Total<br>Deferral<br>ore Interest<br>\$000's)<br>= (f) + (g) | nterest<br>000's) (2)<br>(i) | (  | Total<br>Deferral<br>Amount<br>\$000's)<br>= (h) + (i) |
|-------------|------------------------|---|--------------------------------------|-----------------------|----|---|---|----|--|---|-----------------------------|-----------|--|------------------------------|----|--|
| 1           | April, 2017            | * | \$<br>8,662                          | 2,211,313             | \$ | 3.917   | \$<br>4.095                                     | \$ | (0.178)  | \$<br>(393)   | \$<br>-                     | \$        | (393)  | \$<br>2                      | \$ | (391)  |
| 2           | May                    | * | \$<br>6,736                          | 1,803,243             | \$ | 3.735   | \$<br>4.095                                     | \$ | (0.359)  | \$<br>(648)   | \$<br>-                     | \$        | (648)  | \$<br>2                      | \$ | (646)  |
| 3           | June                   | * | \$<br>10,978                         | 2,787,278             | \$ | 3.939   | \$<br>4.095                                     | \$ | (0.156)  | \$<br>(435)   | \$<br>-                     | \$        | (435)  | \$<br>1                      | \$ | (434)  |
| 4           | July, 2017             | * | \$<br>9,781                          | 2,880,607             | \$ | 3.395   | \$<br>4.206                                     | \$ | (0.811)  | \$<br>(2,336)   | \$<br>-                     | \$        | (2,336)  | \$<br>2                      | \$ | (2,335)  |
| 5           | August                 | * | \$<br>9,108                          | 2,869,269             | \$ | 3.174   | \$<br>4.206                                     | \$ | (1.032)  | \$<br>(2,961)   | \$<br>-                     | \$        | (2,961)  | \$<br>(1)                    | \$ | (2,962)  |
| 6           | September              | * | \$<br>9,094                          | 2,794,952             | \$ | 3.254   | \$<br>4.206                                     | \$ | (0.953)  | \$<br>(2,663)   | \$<br>-                     | \$        | (2,663)  | \$<br>(16)                   | \$ | (2,679)  |
| 7           | October, 2017          | * | \$<br>9,742                          | 2,894,510             | \$ | 3.366   | \$<br>3.549                                     | \$ | (0.184)  | \$<br>(532)   | \$<br>-                     | \$        | (532)  | \$<br>(9)                    | \$ | (540)  |
| 8           | November               | * | \$<br>9,281                          | 2,605,611             | \$ | 3.562   | \$<br>3.549                                     | \$ | 0.012  | \$<br>32  | \$<br>-                     | \$        | 32   | \$<br>(9)                    | \$ | 23   |
| 9           | December               | * | \$<br>10,027                         | 2,642,448             | \$ | 3.794   | \$<br>3.549                                     | \$ | 0.245  | \$<br>647   | \$<br>-                     | \$        | 647  | \$<br>(8)                    | \$ | 639  |
| 10          | January, 2018          |   | \$<br>8,441                          | 2,760,152             | \$ | 3.058   | \$<br>3.522                                     | \$ | (0.464)  | \$<br>(1,280)   | \$<br>-                     | \$        | (1,280)  | \$<br>(7)                    | \$ | (1,287)  |
| 11          | February               |   | \$<br>11,508                         | 2,763,110             | \$ | 4.165   | \$<br>3.522                                     | \$ | 0.643  | \$<br>1,777   | \$<br>-                     | \$        | 1,777  | \$<br>(7)                    | \$ | 1,770  |
| 12          | March                  |   | \$<br>9,776                          | 2,873,064             | \$ | 3.403   | \$<br>3.522                                     | \$ | (0.119)  | \$<br>(343)   | \$<br>-                     | \$        | (343)  | \$<br>(7)                    | \$ | (350)  |
| 13          | Total (Lines 1 to 12)  |   | \$<br>113,134                        | 31,885,557            |    |   |   |    | , , , , , , , , , , , , , , , , , , ,          | \$<br>(9,136)   | <br>-                       | \$        | (9,136)  | <br>(57)                     | \$ | (9,193)  |
|             | Current QRAM Period    | ł |                                      |                       |    |   |   |    |  |   |                             |           |  |                              |    |  |
| 14          | April, 2018            | - | \$<br>8,495                          | 2,780,293             | \$ | 3.055   | \$<br>3.191                                     | \$ | (0.136)  | \$<br>(377)   | \$<br>-                     | \$        | (377)  | \$<br>-                      | \$ | (377)  |
| 15          | May                    |   | \$<br>8,478                          | 2,872,970             | \$ | 2.951   | \$<br>3.191                                     | \$ | (0.240)  | \$<br>(689)   | \$<br>-                     | \$        | (689)  | \$<br>-                      | \$ | (689)  |
| 16          | June                   |   | \$<br>8,113                          | 2,780,239             | \$ | 2.918   | \$<br>3.191                                     | \$ | (0.273)  | \$<br>(759)   | \$<br>-                     | \$        | (759)  | \$<br>-                      | \$ | (759)  |
| 17          | July, 2018             |   | \$<br>8,362                          | 2,872,613             | \$ | 2.911   | \$<br>3.191                                     | \$ | (0.280)  | \$<br>(804)   | \$<br>-                     | \$        | (804)  | \$<br>-                      | \$ | (804)  |
| 18          | August                 |   | \$<br>8,388                          | 2,872,538             | \$ | 2.920   | \$<br>3.191                                     | \$ | (0.271)  | \$<br>(779)   | \$<br>-                     | \$        | (779)  | \$<br>-                      | \$ | (779)  |
| 19          | September              |   | \$<br>8,888                          | 2,779,876             | \$ | 3.197   | \$<br>3.191                                     | \$ | 0.006  | \$<br>17  | \$<br>-                     | \$        | 17   | \$<br>-                      | \$ | 17   |
| 20          | October, 2018          |   | \$<br>9,452                          | 2,872,538             | \$ | 3.290   | \$<br>3.191                                     | \$ | 0.099  | \$<br>285   | \$<br>-                     | \$        | 285  | \$<br>-                      | \$ | 285  |
| 21          | November               |   | \$<br>10,761                         | 3,026,924             | \$ | 3.555   | \$<br>3.191                                     | \$ | 0.364  | \$<br>1,102   | \$<br>-                     | \$        | 1,102  | \$<br>-                      | \$ | 1,102  |
| 22          | December               |   | \$<br>11,880                         | 3,127,821             | \$ | 3.798   | \$<br>3.191                                     | \$ | 0.607  | \$<br>1,899   | \$<br>-                     | \$        | 1,899  | \$<br>-                      | \$ | 1,899  |
| 23          | January, 2019          |   | \$<br>12,417                         | 3,127,821             | \$ | 3.970   | \$<br>3.191                                     | \$ | 0.779  | \$<br>2,436   | \$<br>-                     | \$        | 2,436  | \$<br>-                      | \$ | 2,436  |
| 24          | February               |   | \$<br>11,095                         | 2,825,129             | \$ | 3.927   | \$<br>3.191                                     | \$ | 0.736  | \$<br>2,080   | \$<br>-                     | \$        | 2,080  | \$<br>-                      | \$ | 2,080  |
| 25          | March                  |   | \$<br>11,804                         | 3,127,821             | \$ | 3.774   | \$<br>3.191                                     | \$ | 0.583  | \$<br>1,823   | \$<br>-                     | \$        | 1,823  | \$<br>-                      | \$ | 1,823  |
| 26          | Total (Lines 14 to 25) |   | \$<br>118,133                        | 35,066,584            |    |   |   |    |  | \$<br>6,235   | \$<br>-                     | \$        | 6,235  | \$<br>-                      | \$ | 6,235  |

\* Reflects actual information.

Notes:

(1) The reference price from April 2017 to June 2017 is as approved in EB-2017-0089.

The reference price from July 2017 to September 2017 is as approved in EB-2017-0185.

The reference price from October 2017 to December 2017 is as approved in EB-2017-0278.

The reference price from January 2018 to March 2018 is as approved in EB-2017-0351.

The reference price from April 2018 to March 2019 is as proposed in EB-2018-0104.

(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.

Filed: 2018-03-09 EB-2018-0104 Tab 1 Schedule 2 <u>Page 3 of 7</u>

Filed: 2018-03-09 EB-2018-0104 Tab 1 Schedule 2 <u>Page 4 of 7</u>

#### UNION GAS LIMITED Deferral Account for <u>Transportation Tolls and Fuel</u>

| Line<br>No. | Particulars            |   | De<br>An<br>Before<br>(\$0 | nion North<br>eferral<br>nount<br>e Interest<br>000's)<br>(a) | Int<br>(\$00 | perations<br>erest<br>0's) (1)<br>(b) | Do<br>Ai<br>With<br>(\$ | <b>'9-145)</b><br>eferral<br>mount<br>Interest<br>000's)<br>(a) + (b) | E<br>A<br>Befo | Union North<br>Deferral<br>Amount<br>ore Interest<br>\$000's)<br>(d) | Inte<br>(\$00 | erest<br>0's) (1)<br>(e) | C<br>A<br>Witi<br>(S | <b>79-146)</b><br>Deferral<br>Amount<br>In Interest<br>\$000's)<br>= (d) + (e) |
|-------------|------------------------|---|----------------------------|---|--------------|---------------------------------------|-------------------------|---|----------------|--|---------------|--------------------------|----------------------|--|
| 1           | April, 2017            | * | \$                         | (27)  | \$           | 0                                     | \$                      | (26)  | \$             | (49)   | \$            | 2                        | \$                   | (48)   |
| 2           | May                    | * | \$                         | (86)  | \$           | 0                                     | \$                      | (85)  | \$             | (655)  | \$            | 2                        | \$                   | (653)  |
| 3           | June                   | * | \$                         | 48  | \$           | 0                                     | \$                      | 48  | \$             | 129  | \$            | 1                        | \$                   | 130  |
| 4           | July, 2017             | * | \$                         | (57)  | \$           | (0)                                   | \$                      | (57)  | \$             | (163)  | \$            | 0                        | \$                   | (163)  |
| 5           | August                 | * | \$                         | (82)  | \$           | (0)                                   | \$                      | (83)  | \$             | (148)  | \$            | 0                        | \$                   | (147)  |
| 6           | September              | * | \$                         | 24  | \$           | (2)                                   | \$                      | 23  | \$             | 270  | \$            | (4)                      | \$                   | 266  |
| 7           | October, 2017          | * | \$                         | (62)  | \$           | (0)                                   | \$                      | (62)  | \$             | 1,060  | \$            | 0                        | \$                   | 1,060  |
| 8           | November               | * | \$                         | (76)  | \$           | (0)                                   | \$                      | (76)  | \$             | (1,877)  | \$            | 2                        | \$                   | (1,875)  |
| 9           | December               | * | \$                         | 324   | \$           | (0)                                   | \$                      | 323   | \$             | 876  | \$            | (0)                      | \$                   | 876  |
| 10          | January, 2018          |   | \$                         | (105)   | \$           | 0                                     | \$                      | (105)   | \$             | (807)  | \$            | 1                        | \$                   | (806)  |
| 11          | February               |   | \$                         | 3   | \$           | 0                                     | \$                      | 3   | \$             | 17   | \$            | 1                        | \$                   | 18   |
| 12          | March                  |   | \$                         | (5)   | \$           | 0                                     | \$                      | (5)   | \$             | (0)  | \$            | 1                        | \$                   | 1  |
| 13          | Total (Lines 1 to 12)  |   | \$                         | (102)   | \$<br>\$     | (1)                                   | \$<br>\$                | (103)   | \$<br>\$       | (1,348)  | \$<br>\$      | 6                        | \$                   | (1,342)  |
|             | Current QRAM Period    |   |                            |   |              |                                       |                         |   |                |  |               |                          |                      |  |
| 14          | April, 2018            |   | \$                         | (6)   | \$           | -                                     | \$                      | (6)   | \$             | (16)   | \$            | -                        | \$                   | (16)   |
| 15          | Мау                    |   | \$                         | (5)   | \$           | -                                     | \$                      | (5)   | \$             | (18)   | \$            | -                        | \$                   | (18)   |
| 16          | June                   |   | \$                         | (2)   | \$           | -                                     | \$                      | (2)   | \$             | (15)   | \$            | -                        | \$                   | (15)   |
| 17          | July, 2018             |   | \$                         | (3)   | \$           | -                                     | \$                      | (3)   | \$             | (16)   | \$            | -                        | \$                   | (16)   |
| 18          | August                 |   | \$                         | (1)   | \$           | -                                     | \$                      | (1)   | \$             | (14)   | \$            | -                        | \$                   | (14)   |
| 19          | September              |   | \$                         | (0)   | \$           | -                                     | \$                      | (0)   | \$             | (13)   | \$            | -                        | \$                   | (13)   |
| 20          | October, 2018          |   | \$                         | (1)   | \$           | -                                     | \$                      | (1)   | \$             | (14)   | \$            | -                        | \$                   | (14)   |
| 21          | November               |   | \$                         | (0)   | \$           | -                                     | \$                      | (0)   | \$             | (11)   | \$            | -                        | \$                   | (11)   |
| 22          | December               |   | \$                         | 5   | \$           | -                                     | \$                      | 5   | \$             | 1  | \$            | -                        | \$                   | 1  |
| 23          | January, 2019          |   | \$                         | 9   | \$           | -                                     | \$                      | 9   | \$             | 11   | \$            | -                        | \$                   | 11   |
| 24          | February               |   | \$                         | 6   | \$           | -                                     | \$                      | 6   | \$             | 5  | \$            | -                        | \$                   | 5  |
| 25          | March                  |   | \$                         | 1   | \$           | -                                     | \$                      | 1   | \$             | 7  | \$            | -                        | \$                   | 7  |
| 26          | Total (Lines 14 to 25) |   | \$                         | -   | \$           | -                                     | \$                      | -   | \$             | (93)   | \$            | -                        | \$                   | (93)   |

\* 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<br>No. Particulars   |               | Purchase<br>Cost<br>(\$000's)<br>(a)   | Volume<br>(GJ)<br>(b)  | Av   | /eighted<br>/g. Price<br>(\$/GJ)<br>= (a)/(b)   | Re                            | Dawn<br>eference<br>Price<br>6/GJ)(1)<br>(d)                                  | Unit I<br>Differ<br>(\$/0<br>(e) = (c  | rence<br>GJ)   | A<br>(\$   | nly Deferral<br>mount<br>5000's)<br>= (b) x (e)  | P                                      | Southern<br>ortfolio Cost<br>Differential<br>Adjustment<br>(\$000's)<br>(g) |                               | Deferral<br>Amount<br>Before Interest<br>(\$000's)<br>(h) = (f) + (g)                      |   | stments<br>)00's)<br>(i) | E<br>Befo<br>(        | Total<br>Deferral<br>pre Interest<br>\$000's)<br>= (h) + (i)                               |  | nterest<br>00's) (2)<br>(k)                                   | (                             | Total<br>Deferral<br>Amount<br>(\$000's)<br>= (j) + (k)  |
|---|---------------|--|--|--|---|-------------------------------|---|--|--|--|--|--|---|-------------------------------|--|---|--------------------------|-----------------------|--|--|---|-------------------------------|--|
| <ol> <li>April, 2017</li> <li>May</li> <li>June</li> <li>July, 2017</li> <li>August</li> <li>September</li> <li>October, 2017</li> <li>November</li> <li>December</li> <li>January, 2018</li> </ol>                         | * * * * * * * | <ul> <li>\$ 38,079</li> <li>\$ 46,564</li> <li>\$ 47,810</li> <li>\$ 42,574</li> <li>\$ 36,513</li> <li>\$ 33,557</li> <li>\$ 31,387</li> <li>\$ 41,220</li> <li>\$ 46,396</li> <li>\$ 41,002</li> </ul> | 8,335,512<br>10,827,873<br>11,162,585<br>11,553,529<br>10,551,759<br>9,143,357<br>8,559,026<br>11,353,030<br>11,693,785<br>11,831,976                            | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$  | 4.568<br>4.300<br>4.283<br>3.685<br>3.460<br>3.670<br>3.667<br>3.631<br>3.968<br>3.465<br>4.240 | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | 4.095<br>4.095<br>4.206<br>4.206<br>4.206<br>3.549<br>3.549<br>3.549<br>3.522 | \$ ((<br>\$ ((<br>\$ ((<br>\$ ((<br>\$ ((<br>\$ ((   | 0.473<br>0.206<br>0.188<br>0.522)<br>0.746)<br>0.536)<br>0.118<br>0.081<br>0.418<br>0.057) | \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$ | 3,946<br>2,226<br>2,101<br>(6,026)<br>(7,873)<br>(4,905)<br>1,006<br>922<br>4,889<br>(670) | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | 410<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-             | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | 4,357<br>2,226<br>2,101<br>(6,026)<br>(7,873)<br>(4,905)<br>1,006<br>922<br>4,889<br>(670) | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ |                          | * * * * * * * * * * * | 4,357<br>2,226<br>2,101<br>(6,026)<br>(7,873)<br>(4,905)<br>1,006<br>922<br>4,889<br>(670) | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$  | 21<br>22<br>21<br>23<br>15<br>5<br>(2)<br>(4)<br>(12)<br>(19) | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | 4,377<br>2,248<br>2,122<br>(6,003)<br>(7,858)<br>(4,900)<br>1,004<br>918<br>4,878<br>(689)<br>16,420 |
| <ul><li>11 February</li><li>12 March</li><li>13 Total (Lines 1 to 12)</li></ul>   | -             | \$ 86,547<br><u>\$ 37,547</u><br><u>\$ 529,195</u>   | 19,900,388<br>10,599,103<br>135,511,924  | \$<br>\$   | 4.349<br>3.542  | \$<br>\$                      | 3.522<br>3.522  |  | 0.827<br>0.020   | \$<br>\$   | 16,458<br>217<br>12,293  | \$                                     | -<br>-<br>410   | \$<br>\$<br>\$                | 16,458<br>217<br>12,703  | \$<br>\$  | -                        | \$<br>\$              | 16,458<br>217<br>12,703  | \$<br>\$<br>\$   | (19)<br>(19)<br>32  | \$<br>\$<br>\$                | 16,439<br><u>198</u><br>12,735   |
| Current QRAM Period<br>14 April, 2018<br>15 May<br>16 June<br>17 July, 2018   |               | \$ 35,718<br>\$ 36,019<br>\$ 34,888<br>\$ 35,775   | 10,912,906<br>11,276,669<br>10,912,906<br>11,276,669   | \$<br>\$<br>\$   | 3.273<br>3.194<br>3.197<br>3.172  | \$ \$ \$                      | 3.191<br>3.191<br>3.191<br>3.191<br>3.191                                     | \$ (<br>\$ (   | 0.082<br>0.003<br>0.006<br>0.019)  | \$<br>\$<br>\$<br>\$                                 | 894<br>35<br>65<br>(209)   | \$<br>\$<br>\$                         | -<br>-<br>-   | \$ \$ \$                      | 894<br>35<br>65<br>(209)   | \$ \$ \$  | -<br>-<br>-              | \$<br>\$<br>\$        | 894<br>35<br>65<br>(209)   | \$<br>\$<br>\$   | -<br>-<br>-   | \$<br>\$<br>\$                | 894<br>35<br>65<br>(209)   |
| <ul> <li>18 August</li> <li>19 September</li> <li>20 October, 2018</li> <li>21 November</li> <li>22 December</li> <li>23 January, 2019</li> <li>24 February</li> <li>25 March</li> <li>26 Total (Lines 14 to 25)</li> </ul> | _             | \$ 35,761<br>\$ 36,374<br>\$ 39,045<br>\$ 39,662<br>\$ 43,516<br>\$ 45,266<br>\$ 40,477<br>\$ 42,738<br>\$ 465,237   | $\begin{array}{r} 11,276,669\\ 11,229,417\\ 11,603,730\\ 11,082,159\\ 11,451,564\\ 11,451,510\\ 10,343,300\\ \underline{11,451,510}\\ 134,269,010\\ \end{array}$ | \$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ | 3.171<br>3.239<br>3.365<br>3.579<br>3.800<br>3.953<br>3.913<br>3.732                            | \$\$\$\$\$\$\$\$              | 3.191<br>3.191<br>3.191<br>3.191<br>3.191<br>3.191<br>3.191<br>3.191<br>3.191 | \$ ((<br>\$ ()<br>\$ () ()<br>\$ () () | 0.020)<br>0.048<br>0.174<br>0.388<br>0.609<br>0.762<br>0.722<br>0.541                      | • \$\$ \$\$ \$\$ \$\$ \$\$ \$\$ \$                   | (223)<br>541<br>2,018<br>4,299<br>6,974<br>8,724<br>7,472<br>6,196<br>36,785               | \$ \$ \$ \$ \$ \$ \$ \$                |   | \$\$\$\$\$\$\$                | (223)<br>541<br>2,018<br>4,299<br>6,974<br>8,724<br>7,472<br>6,196                         | • \$ \$ \$ \$ \$ \$ \$ \$ \$                    |                          | \$ \$ \$ \$ \$ \$ \$  | (223)<br>541<br>2,018<br>4,299<br>6,974<br>8,724<br>7,472<br>6,196<br>36,785               | \$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ |   | \$\$\$\$\$\$\$                | (223)<br>541<br>2,018<br>4,299<br>6,974<br>8,724<br>7,472<br>6,196<br>36,785                         |

\* Reflects actual information.

Notes:

(1) The reference price from April 2017 to June 2017 is as approved in EB-2017-0089.

The reference price from July 2017 to September 2017 is as approved in EB-2017-0185.

The reference price from October 2017 to December 2017 is as approved in EB-2017-0278.

The reference price from January 2018 to March 2018 is as approved in EB-2017-0351.

The reference price from April 2018 to March 2019 is as proposed in EB-2018-0104.

(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.

## Filed: 2018-03-09 EB-2018-0104 Tab 1 Schedule 2 <u>Page 5 of 7</u>

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

| Line<br>No. | Effective Date         | Proceeding Number | Reference Price<br>(C\$/GJ) | from<br>Appr | Difference<br>Previous<br>oved Price<br>(\$/GJ) | Inventory Levels<br>Forecast/<br>Actual<br>(PJ) |     | ory Revaluation<br>Forecast/<br>Actual<br>(\$000's) |          | Interest<br>(\$000's) (1) | [<br>/   | Total<br>Deferral<br>Amount<br>(\$000's) |
|-------------|------------------------|-------------------|-----------------------------|--------------|---|---|-----|---|----------|---------------------------|----------|--|
|             |                        |                   | (a)                         |              | (b)   | (c)   | (d) | ) = -(b) x (c)                                      |          | (e)                       | (f) :    | = (d) + (e)                              |
| 4           | April, 2017            | * EB-2017-0089    | 4 005                       | ¢            | (0.056)   | 16.3  | ¢   | 020   | ¢        | 10                        | ¢        | 050                                      |
| 1           | •                      | ED-2017-0069      | 4.095                       | \$           | (0.056)   | 16.3  | \$  | 939   | \$<br>\$ | 12<br>12                  | \$<br>¢  | 950<br>12                                |
| 2<br>3      | May                    | *                 |                             |              |   |   |     |   | э<br>\$  | 12                        | \$<br>\$ | 12                                       |
| 3           | June                   |                   |                             |              |   |   |     |   | φ        |                           | φ        |  |
| 4           | July, 2017             | * EB-2017-0185    | 4.206                       | \$           | 0.112   | 28.1  | \$  | (3,087)   | \$       | 11                        | \$       | (3,075)                                  |
| 5           | August                 | *                 |                             |              |   |   |     |   | \$       | 8                         | \$       | 8  |
| 6           | September              | *                 |                             |              |   |   |     |   | \$       | 8                         | \$       | 8  |
| 7           | October, 2017          | * EB-2017-0278    | 3.549                       | \$           | (0.657)   | 54.6  | \$  | 35,801  | \$       | 10                        | \$       | 35,811                                   |
| 8           | November               | *                 | 0.010                       | Ψ            | (0.001)   | 01.0  | Ψ   | 00,001  | \$       | 50                        | \$       | 50                                       |
| 9           | December               | *                 |                             |              |   |   |     |   | \$<br>\$ | 43                        | \$       | 43                                       |
| C C         |                        |                   |                             |              |   |   |     |   | Ŧ        |                           | Ŧ        |  |
| 10          | January, 2018          | * EB-2017-0351    | 3.522                       | \$           | (0.028)   | 39.3  | \$  | 1,057   | \$       | 27                        | \$       | 1,084                                    |
| 11          | February               |                   |                             |              |   |   |     |   | \$       | 27                        | \$       | 27                                       |
| 12          | March                  |                   |                             |              |   |   |     |   | \$       | 27                        | \$       | 27                                       |
| 13          | Total (Lines 1 to 12)  |                   |                             |              |   |   | \$  | 34,710  | \$       | 247                       | \$       | 34,956                                   |
|             | Current QRAM Period    |                   |                             |              |   |   |     |   |          |                           |          |  |
| 14          | April, 2018            | EB-2018-0104      | \$ 3.191                    | \$           | (0.331)   | 10.9  | \$  | 3,608   | \$       | -                         | \$       | 3,608                                    |
| 15          | May                    |                   |                             |              | . ,   |   |     |   | \$       | -                         | \$       | -  |
| 16          | June                   |                   |                             |              |   |   |     |   | \$       | -                         | \$       | -  |
| 17          | July, 2018             |                   |                             |              |   |   | \$  | -   | \$       | -                         | \$       | -  |
| 18          | August                 |                   |                             |              |   |   | ·   |   | \$       | -                         | \$       | -  |
| 19          | September              |                   |                             |              |   |   |     |   | \$       | -                         | \$       | -  |
| 20          | October, 2018          |                   |                             |              |   |   | \$  | -   | \$       | -                         | \$       | -  |
| 21          | November               |                   |                             |              |   |   |     |   | \$       | -                         | \$       | -  |
| 22          | December               |                   |                             |              |   |   |     |   | \$       | -                         | \$       | -  |
| 23          | January, 2019          |                   |                             |              |   |   | \$  | -   | \$       | -                         | \$       | -  |
| 24          | February               |                   |                             |              |   |   |     |   | \$       | -                         | \$       | -  |
| 25          | March                  |                   |                             |              |   |   |     |   | \$       | -                         | \$       | -  |
| 26          | Total (Lines 14 to 25) |                   |                             |              |   |   | \$  | 3,608   | \$       | -                         | \$       | 3,608                                    |

\* 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.

# Filed: 2018-03-09 EB-2018-0104 Tab 1 Schedule 2 <u>Page 6 of 7</u>

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

|             |                        |      | S  | pot Gas | Purchas           | es        |                              |                   |                                     |           |   | Load       | Balancing                              |                    |  |       |                   |           |                             |
|-------------|------------------------|------|--|---------|-------------------|-----------|------------------------------|-------------------|-------------------------------------|-----------|---|------------|--|--------------------|--|-------|-------------------|-----------|-----------------------------|
| Line<br>No. | Particulars            |      | Deferral<br>Amount<br>Before Interest<br>(\$000's) | (\$00   | erest<br>0's) (1) | Ba<br>(\$ | eferral<br>alance<br>:000's) | Bal<br>De<br>(\$0 | .oad<br>ancing<br>eferral<br>000's) | Load<br>F | North<br>d Balancing<br>Revenue<br>\$000's) | Load<br>Re | South<br>Balancing<br>evenue<br>000's) | Ar<br>Befor<br>\$ا | eferral<br>nount<br>e Interest<br>000's) | (\$00 | erest<br>0's) (1) | Ba<br>(\$ | eferral<br>alance<br>000's) |
|             |                        |      | (a)  |         | (b)               | (c) =     | : (a) + (b)                  |                   | (d)                                 |           | (e)   |            | (f)                                    | (g) = (d           | ) + (e) + (f)                            |       | (h)               | (i) =     | (g) + (h)                   |
| 1           | April, 2017            | * \$ | -  | \$      | (0)               | \$        | (0)                          | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | (0)               | \$        | (0)                         |
| 2           | May                    | * \$ | -  | \$      | (0)               | \$        | (0)                          | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | (0)               | \$        | (0)                         |
| 3           | June                   | * \$ | -  | \$      | (0)               | \$        | (0)                          | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | (0)               | \$        | (0)                         |
| 4           | July, 2017             | * \$ | -  | \$      | (0)               | \$        | (0)                          | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | (0)               | \$        | (0)                         |
| 5           | August                 | * \$ | -  | \$      | (0)               | \$        | (0)                          | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | (0)               | \$        | (0)                         |
| 6           | September              | * \$ | -  | \$      | (0)               | \$        | (0)                          | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | (0)               | \$        | (0)                         |
| 7           | October, 2017          | * \$ | -  | \$      | (0)               | \$        | (0)                          | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | (0)               | \$        | (0)<br>(0)<br>(0)<br>(0)    |
| 8           | November               | * \$ | -  | \$      | (0)               | \$        | (0)                          | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | (0)               | \$        | (0)                         |
| 9           | December               | * \$ | -  | \$      | (0)               | \$        | (0)                          | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | (0)               | \$        | (0)                         |
| 10          | January, 2018          | \$   | -  | \$      | (0)               | \$        | (0)                          | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | (0)               | \$        | (0)                         |
| 11          | February               | \$   | -  | \$      | (0)               | \$        | (0)                          | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | (0)               | \$        | (0)                         |
| 12          | March                  | \$   | -  | \$      | (0)               | \$        | (0)                          | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | (0)               | \$        | (0)                         |
| 13          | Total (Lines 1 to 12)  |      | -  | \$      | (2)               | \$        | (2)                          |                   | -                                   | ·         | -   |            | -                                      |                    | -  | \$    | (0)               | \$        | (0)<br>(0)                  |
|             | Current QRAM Period    |      |  |         |                   |           |                              |                   |                                     |           |   |            |  |                    |  |       |                   |           |                             |
| 14          | April, 2018            | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |
| 15          | May                    | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |
| 16          | June                   | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |
| 17          | July, 2018             | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |
| 18          | August                 | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |
| 19          | September              | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |
| 20          | October, 2018          | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |
| 21          | November               | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |
| 22          | December               | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |
| 23          | January, 2019          | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |
| 24          | February               | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |
| 25          | March                  | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |
| 26          | Total (Lines 14 to 25) | \$   | -  | \$      | -                 | \$        | -                            | \$                | -                                   | \$        | -   | \$         | -                                      | \$                 | -  | \$    | -                 | \$        | -                           |

\* 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. Filed: 2018-03-09 EB-2018-0104 Tab 1 Schedule 2 <u>Page 7 of 7</u>

Filed: 2018-03-09 EB-2018-0104 Tab 2 <u>Page 1 of 8</u>

| 1  | PREFILED EVIDENCE OF  |
|----|---|
| 2  | AMY MIKHAILA, MANAGER, RATES AND PRICING  |
| 3  | AND   |
| 4  | <b>ROBIN STEVENSON, TEAM LEAD, RATES AND PRICING</b>  |
| 5  |   |
| 6  | The purpose of this evidence is to address proposed changes to Union's gas supply commodity,                    |
| 7  | gas transportation, storage, and delivery rates effective April 1, 2018.  |
| 8  |   |
| 9  | The proposed changes to rates (Appendix A), rate schedules (Appendix B), and the summary of                     |
| 10 | interruptible rate changes (Appendix C) are attached. Supplemental charges are provided at                      |
| 11 | Working Papers, Schedule 1.   |
| 12 |   |
| 13 | 1. GAS SUPPLY COMMODITY RATES   |
| 14 | The gas supply commodity rates for the Union South operating area and the Union North East                      |
| 15 | zone are set based on the Dawn Reference Price, which decreased to \$3.191/GJ (12.4098                          |
| 16 | cents/m <sup>3</sup> ), per Tab 1, Schedule 1, line 12. The gas commodity rates for the Union North West        |
| 17 | zone are set based on the Alberta Border Reference Price, which decreased to \$2.422/GJ (9.4192                 |
| 18 | cents/m <sup>3</sup> ), per Tab 1, Schedule 1, line 7. The proposed April 1, 2018 prices reflect the heat value |
| 19 | conversion factor of 38.89 $GJ/10^3 m^3$ . The gas supply commodity unit rate changes applicable to             |
| 20 | Union's operating areas are provided at Tab 2, Schedule 1.  |

Filed: 2018-03-09 EB-2018-0104 Tab 2 Page 2 of 8

# UNION NORTH GAS TRANSPORTATION AND STORAGE RATES 1 2. 2 Union North transportation and storage rates are updated each quarter for changes in upstream transportation tolls and changes in the reference prices used to calculate the upstream compressor 3 fuel requirements. The Union North transportation and storage unit rate changes are provided at 4 5 Tab 2, Schedule 2, p.1. 6 7 On December 19, 2017, the National Energy Board ("NEB") approved the transportation tolls and abandonment surcharges TransCanada charges for firm transportation services on the 8 Mainline on an interim basis effective January 1, 2018. Other approved upstream toll changes 9 10 include Centra Transmission Holdings Inc. ("CTHI") and Centra Pipelines Minnesota Inc. ("CPMI"). 11 12 The compressor fuel requirements from Empress to the respective delivery areas are set based on 13 the Alberta Border Reference Price, which decreased to \$2.422/GJ (9.4192 cents/m<sup>3</sup>). The 14 15 compressor fuel requirements from Dawn or Parkway to the respective delivery areas are set based on the Dawn Reference Price, which decreased to \$3.191/GJ (12.4098 cents/m<sup>3</sup>). 16 17 18 The changes to upstream tolls and the reference prices used to calculate the compressor fuel requirements decreases Union's total annual gas supply transportation and storage costs by 19 \$8.956 million. The total decrease to Union's annual gas supply transportation and storage costs 20 21 is as shown at Tab 2, Schedule 2, p.2.

Filed: 2018-03-09 EB-2018-0104 Tab 2 <u>Page 3 of 8</u>

| 1  |   |
|----|---|
| 2  | Consistent with Board-approved methodology, the cost changes are allocated to rate classes in               |
| 3  | proportion to the approved 2013 allocation of Union North storage and transportation costs, as              |
| 4  | provided at Tab 2, Schedule 2, p.3.   |
| 5  |   |
| 6  | 3. COST OF GAS IN DELIVERY RATES  |
| 7  | Delivery rates are updated each quarter for changes to the reference price used to calculate                |
| 8  | compressor fuel, unaccounted for gas and inventory carrying costs. The unit rate changes                    |
| 9  | included in delivery rates are provided at Tab 2, Schedule 3.   |
| 10 |   |
| 11 | Per Union's 2018 Rates (EB-2017-0087), the cost of gas previously included in Union's delivery              |
| 12 | rates was 13.7182 cents/m <sup>3</sup> based on the Dawn Reference Price. Effective April 1, 2018, the cost |
| 13 | of gas included in delivery rates is 12.4098 cents/m <sup>3</sup> , which represents a decrease of 1.3084   |
| 14 | cents/m <sup>3</sup> .  |
| 15 |   |
| 16 | Consistent with Board-approved methodology, the decrease in the cost of gas in delivery rates is            |
| 17 | allocated to rate classes in proportion to the approved 2013 allocation of compressor fuel,                 |
| 18 | unaccounted for gas and inventory carrying costs.   |
|    |   |

Filed: 2018-03-09 EB-2018-0104 Tab 2 Page 4 of 8

#### 1 4. RATE RIDERS

2 In addition to the forecast reference price changes identified above, changes to previously approved rate riders are required to reflect quarterly updates to gas cost deferral account 3 balances. Each quarter Union projects the balance expected in each gas cost deferral account 4 over the next 12-month period. In addition, Union tracks recovery variances (differences 5 between what Union intended to recover in previous rate riders and what was actually 6 7 recovered). Each quarter Union includes that variance in the rate riders established for the next 12-month period. Rates are changed every quarter to reflect updated projected deferral account 8 balances and historical recovery variances. 9

10

A summary of deferral account activity and proposed rate rider unit rate changes are provided at 11 12 Tab 2, Schedule 4, pp.1-2. Projected deferral account balances (line 3) are compared to previously projected balances (line 7) in each gas cost deferral account and variances are 13 identified (line 8). In addition, the difference between what was actually recovered in previous 14 rate riders and what Union intended to recover is identified (line 11). This is the difference 15 between forecast and actual volumes (last three months of actual volumes) multiplied by the 16 previously approved rate riders. The net amount to be recovered prospectively (line 13) is the 17 amount which has not been included in rate riders to date. The unit rate rider in the current 18 QRAM (line 15) is the net amount in each gas cost deferral account prospectively recovered over 19 forecast consumption in the next 12 months (line 14). 20

Filed: 2018-03-09 EB-2018-0104 Tab 2 Page 5 of 8

| 1  | Union introduced new Union North deferral accounts as part of the Dawn Reference Price            |
|----|---|
| 2  | Settlement Proposal (EB-2015-0181) to replace the Union North PGVA (Account No. 179-105)          |
| 3  | and Union North Tolls and Fuel (Account No. 179-100) deferral accounts. Union transitioned the    |
| 4  | forecast and actual variances to the new Union North deferral accounts effective January 1, 2017. |
| 5  | To prepare to close the Union North PGVA and Union North Tolls and Fuel deferral accounts,        |
| 6  | Union is proposing to transfer the balance associated with recovery variances from these deferral |
| 7  | accounts to the new Union North deferral accounts. The new Union North deferral accounts in       |
| 8  | effect starting January 1, 2017 are:  |
| 9  | • Transportation Tolls and Fuel – Union North West Operations Area (Account No. 179-145);         |
| 10 | • Transportation Tolls and Fuel – Union North East Operations Area (Account No. 179-146);         |
| 11 | • Union North West Purchase Gas Variance Account (Account No. 179-147); and                       |
| 12 | • Union North East Purchase Gas Variance Account (Account No. 179-148).                           |
| 13 |   |
| 14 | As part of the April 2017 QRAM (EB-2017-0089), Union recorded and disposed of the actual          |
| 15 | deferral account variances up to and including December 31, 2016 through the Union North          |
| 16 | PGVA and Union North Tolls and Fuel deferral accounts. Union continues to track and record        |
| 17 | the recovery variance associated with these deferral accounts (for activity up to and including   |
| 18 | December 31, 2016) to account for the difference between what was actually recovered in           |
| 19 | previous rate riders and what Union forecast to recover. Consistent with January 2018 QRAM        |
| 20 | (EB-2017-0351), Union has transferred the recovery variances to the new Union North deferral      |
| 21 | accounts in the current QRAM and will continue to transfer the variances in the following         |

Filed: 2018-03-09 EB-2018-0104 Tab 2 Page 6 of 8

QRAM proceeding until the recovery variance and unit rate for recovery are zero. Following
 this, Union will propose to close the Union North PGVA and Union North Tolls and Fuel
 deferral accounts.

4

Union has transferred the recovery variance from the Union North PGVA and Union North Tolls 5 and Fuel deferral accounts to the new Union North deferral accounts in proportion to the forecast 6 billing units by Zone. To recognize that prior to January 1, 2017 bundled-T customers provided 7 fuel in kind, Union has transferred the Union North Fuel recovery variance to the new Union 8 North PGVA deferral accounts by Zone, so that the variance will be recovered from sales service 9 10 customers only. In total, Union is proposing to transfer a net debit of \$0.005 million to the new Union North deferral accounts. A summary of the adjustment is provided at Table 1. The transfer 11 is also reflected at Tab 2, Schedule 4, p.1, line 12. 12

|      |  |          |            | Balance Tra | nsferred to: |              |
|------|--|----------|------------|-------------|--------------|--------------|
|      |  | Balance  | North West | North East  | North West   | North East   |
| Line |  | to       | PGVA       | PGVA        | Tolls & Fuel | Tolls & Fuel |
| No.  | Particulars (\$000)                                      | Transfer | (179-147)  | (179-148)   | (179-145)    | (179-146)    |
|      |  | (a)      | (b)        | (c)         | (d)          | (e)          |
| 1    | Forecast Billing Units (10 <sup>3</sup> m <sup>3</sup> ) |          | 296,593    | 776,354     | 379,412      | 1,041,669    |
| 2    | North PGVA (179-105)                                     | (44)     | (12)       | (32)        | -            | -            |
| 3    | North Tolls (179-100)                                    | 33       | -          | -           | 9            | 24           |
| 4    | North Fuel (179-100)                                     | 15       | 4          | 11          |              | -            |
| 5    | Total  | 5        | (8)        | (20)        | 9            | 24           |

 Table 1

 Calculation of Prospective Recovery Amount Deferral Transfer

Filed: 2018-03-09 EB-2018-0104 Tab 2 <u>Page 7 of 8</u>

| 1  | In total, the change in gas cost-related deferrals in the current QRAM is a net decrease of          |
|----|--|
| 2  | \$19.917 million. This amount excludes the balance in the joint Unabsorbed Demand Costs              |
| 3  | Deferral Account (Deferral Account No. 179-108) which is not prospectively recovered as per          |
| 4  | the current approved QRAM process.   |
| 5  |  |
| 6  | Tab 2, Schedule 4, pp. 1-2, line 21 shows the net prospective rider for each deferral account for    |
| 7  | the current QRAM period. The net prospective rider reflects the unit rate change calculated at       |
| 8  | Tab 2, Schedule 4, pp. 1-2, line 22. The net prospective rider includes: (i) the introduction of the |
| 9  | unit rate change and (ii) the elimination of expiring riders which have been in place for 12         |
| 10 | months.  |
| 11 |  |
| 12 | The unit rates for prospective recovery of the gas cost deferral accounts are summarized at Tab      |
| 13 | 2, Schedule 4, p.3. The detailed calculation for each deferral account is provided at Working        |
| 14 | Papers, Schedule 2.  |
| 15 |  |
| 16 | 6. CUSTOMER BILL IMPACTS   |
| 17 | General service annual customer bill impacts, including the prospective recovery of deferral         |
| 18 | account balances are provided at Tab 2, Schedule 5. The bill impacts shown at Tab 2, Schedule 5      |
| 19 | reflect (i) the introduction of April 1, 2018 proposed QRAM changes detailed above and (ii) the      |
| 20 | elimination of expiring April 1, 2017 prospective QRAM riders.                                       |

Filed: 2018-03-09 EB-2018-0104 Tab 2 <u>Page 8 of 8</u>

| 1 | A typical sales service Rate M1 residential customer consuming 2,200 m <sup>3</sup> per year will see a net   |
|---|---|
| 2 | bill decrease of \$38.86 per year. A typical bundled Rate M1 direct purchase customer will see a              |
| 3 | bill decrease of \$0.51 per year. A typical sales service Rate 01 residential customer consuming              |
| 4 | $2,200 \text{ m}^3$ per year will see a net bill decrease ranging from \$43.88 to \$57.54 per year. A typical |
| 5 | bundled Rate 01 direct purchase customer will see a net bill decrease ranging from \$4.25 to                  |
| 6 | \$21.15 per year.   |
| 7 |   |
| 8 | 7. CUSTOMER NOTICES   |

9 Customer notices that accompany the April 1, 2018 bills will reflect approved rates in this
10 proceeding compared with the current approved rates in Union's 2018 Rates (EB-2017-0087)
11 proceeding.

#### UNION GAS LIMITED Derivation of Gas Supply Commodity Charges

| Line     |   | EB-2017-0087<br>Effective January 1, 2018 |         | EB-2018-0104<br>Effective April 1, 2018 |         |     | Change<br>Effective April 1, 2018 |                |  |
|----------|---|---|---------|---|---------|-----|-----------------------------------|----------------|--|
| No.      | Particulars   | (cents/m <sup>3</sup> )                   | (\$/GJ) | (cents/m <sup>3</sup> )                 | (\$/GJ) | -   | (cents/m <sup>3</sup> )           | (\$/GJ)        |  |
|          | Union South<br>Commodity Rate                               | (a)                                       | (b)     | (c)                                     | (d)     |     | (e)= (c) - (a)                    | (f)= (d) - (b) |  |
| 1        | Dawn Reference Price (1)                                    | 13.7182                                   | 3.522   | 12.4098                                 | 3.191   | (3) | (1.3084)                          | (0.331)        |  |
| 3        | Gas Supply Optimization Margin Credit                       | (0.2824) (5)                              | (0.073) | (0.2824) (5)                            | (0.073) | (-) | -                                 | -              |  |
| 4        | Administration Charge                                       | 0.1893                                    | 0.049   | 0.1893                                  | 0.049   |     | -                                 |                |  |
| 5        | Gas Supply Commodity Rate                                   | 13.6251                                   | 3.498   | 12.3167                                 | 3.167   | =   | (1.3084)                          | (0.331)        |  |
| 6        | Transportation Rate   | <u> </u>                                  | -       |   | -       | : = | -                                 |                |  |
| 7        | Total Gas Supply Commodity Charge (line 5+6)                | 13.6251                                   | 3.498   | 12.3167                                 | 3.167   | : = | (1.3084)                          | (0.331)        |  |
|          | Union North - Rate 01 & Rate 10                             |   |         |   |         |     |                                   |                |  |
| 8        | Union North West Zone<br>Alberta Border Reference Price (1) | 9.9985                                    | 2.567   | 9.4192                                  | 2.422   | (4) | (0.5793)                          | (0.145)        |  |
| 9        | Administration Charge                                       | 0.1893                                    | 0.049   | 0.1893                                  | 0.049   | (.) | -                                 | -              |  |
| 10       | Gas Supply Commodity Rate                                   | 10.1878                                   | 2.616   | 9.6085                                  | 2.471   | =   | (0.5793)                          | (0.145)        |  |
|          | Union North East Zone                                       |   |         |   |         |     |                                   |                |  |
| 11       | Dawn Reference Price (1)                                    | 13.7182                                   | 3.522   | 12.4098                                 | 3.191   | (3) | (1.3084)                          | (0.331)        |  |
| 12       | Administration Charge                                       | 0.1893                                    | 0.049   | 0.1893                                  | 0.049   |     | -                                 |                |  |
| 13       | Gas Supply Commodity Rate                                   | 13.9075                                   | 3.571   | 12.5991                                 | 3.240   | =   | (1.3084)                          | (0.331)        |  |
|          | Union North - Rate 20 & Rate 100                            |   |         |   |         |     |                                   |                |  |
| 14       | Union North West Zone<br>Alberta Border Reference Price (2) | 9.7264                                    | 2.567   | 9.1770                                  | 2.422   | (4) | (0.5494)                          | (0.145)        |  |
| 15       | Administration Charge                                       | 0.1893                                    | 0.050   | 0.1893                                  | 0.050   | -   | -                                 | -              |  |
| 16       | Gas Supply Commodity Rate                                   | 9.9157                                    | 2.617   | 9.3663                                  | 2.472   | =   | (0.5494)                          | (0.145)        |  |
|          | Union North East Zone                                       |   |         |   |         |     |                                   |                |  |
| 17       | Dawn Reference Price (2)                                    | 13.3449                                   | 3.522   | 12.0907                                 | 3.191   | (3) | (1.2542)                          | (0.331)        |  |
| 18<br>19 | Administration Charge                                       | 0.1893                                    | 0.050   | 0.1893                                  | 0.050   | -   | - (1.0540)                        | (0.331)        |  |
| 19       | Gas Supply Commodity Rate                                   | 13.5342                                   | 3.372   | 12.2800                                 | 3.2410  | =   | (1.2542)                          | (0.331)        |  |

Notes:

(1) EB-2017-0087 conversion to GJs based on 38.95 GJ / 10<sup>3</sup>m<sup>3</sup> and EB-2018-0104 conversion to GJs based on 38.89 GJ / 10<sup>3</sup>m<sup>3</sup>.

(2) Conversion to GJs based on 37.89 GJ / 10<sup>3</sup>m<sup>3</sup>.

(3) Tab 1, Schedule 1, Line 12.

(4) Tab 1, Schedule 1, Line 7.

(5) EB-2011-0210, Rate Order, Working Papers, Schedule 44, Column (g), Lines 7-12.

| Line<br>No. | Particulars                         | Cost<br>Variance (1)<br>(\$000's)<br>(a) | Billing<br>Units (2)<br>(10 <sup>3</sup> m <sup>3</sup> )<br>(b) | Rate Change<br>(cents/m <sup>3</sup> )<br>(c) = (b / a x 100) | EB-2017-0087<br>Effective January 1, 2018<br>Unit Rate (3)<br>(cents/m <sup>3</sup> )<br>(d) | EB-2018-0104<br>Effective April 1, 2018<br>Unit Rate<br>(cents/m <sup>3</sup> )<br>(e) = (c + d) |
|-------------|-------------------------------------|--|--|---|--|--|
|             | <u>Rate 01</u>                      |  |  |   |  |  |
|             | Gas Transportation                  |  |  |   |  |  |
| 1           | Union North West                    | (508)                                    | 267,830  | (0.1897)  | 6.8566   | 6.6669   |
| 2           | Union North East                    | (1,859)                                  | 659,134  | (0.2821)  | 3.0273   | 2.7452   |
|             | Gas Storage                         |  |  |   |  |  |
| 3           | Union North West                    | (170)                                    | 256,092  | (0.0664)  | 2.2624   | 2.1960   |
| 4           | Union North East                    | (3,859)                                  | 630,247  | (0.6124)  | 7.0010   | 6.3886   |
|             | Rate 10                             |  |  |   |  |  |
|             | Gas Transportation                  |  |  |   |  |  |
| 5           | Union North West                    | (138)                                    | 82,150   | (0.1674)  | 6.0030   | 5.8356   |
| 6           | Union North East                    | (680)                                    | 261,380  | (0.2602)  | 2.7757   | 2.5155   |
|             | Gas Storage                         |  |  |   |  |  |
| 7           | Union North West                    | (40)                                     | 77,949   | (0.0510)  | 1.7062   | 1.6552   |
| 8           | Union North East                    | (1,067)                                  | 248,013  | (0.4303)  | 4.9800   | 4.5497   |
|             | <u>Rate 20 (4)</u>                  |  |  |   |  |  |
|             | Gas Supply Demand                   |  |  |   |  |  |
| 9           | Union North West                    | (40)                                     | 2,962  | (1.3437)  | 57.2390  | 55.8953  |
| 10          | Union North East                    | (132)                                    | 3,911  | (3.3847)  | 50.8879  | 47.5032  |
|             | Commodity Transportation 1          |  |  |   |  |  |
| 11          | Union North West                    | (32)                                     | 28,383   | (0.1118)  | 3.6204   | 3.5086   |
| 12          | Union North East                    | (194)                                    | 45,073   | (0.4315)  | 2.6441   | 2.2126   |
|             | <u>Rate 25</u>                      |  |  |   |  |  |
| 13          | Gas Supply Transportation           | (64)                                     | 42,913   | (0.1494)  | 1.5775   | 1.4281   |
|             | Rate 100 (5)                        |  |  |   |  |  |
|             | Gas Supply Demand                   |  |  |   |  |  |
| 14          | Union North West                    | -  | -  | (3.2907)  | 112.8323   | 109.5416   |
| 15          | Union North East                    | -  | -  | (6.3775)  | 160.7242   | 154.3467   |
|             | Commodity Transportation 1          |  |  |   |  |  |
| 16          | Union North West                    | -  | -  | (0.1846)  | 6.3322   | 6.1476   |
| 17          | Union North East                    | -  | -  | (0.3649)  | 9.1957   | 8.8308   |
|             | Rate 20/100 Bundled Storage (\$/GJ) |  |  |   |  |  |
| 18          | Monthly Demand (GJ/d)               | (170)                                    | 114,888  | (1.476)   | 20.569   | 19.093   |
| 19          | Commodity Charge (GJ)               | (2)                                      | 739,477  | (0.002)   | 0.208  | 0.206  |
| 20          | Total                               | (8,956)                                  |  |   |  |  |

UNION GAS LIMITED Deriviation of Unit Rate Changes related to Union North Transportation and Storage Rates Union North West Zone and Union North East Zone by Rate Class

#### Notes:

Tab 2, Schedule 2, p. 3. (1)

EB-2017-0087, Rate Order, Working Papers, Schedule 4, Column (r). (2)

(3) (4) (5)

EB-2017-0087, Rate Order, Appendix A, Column (c), pp. 1-5. The Rate 20 cost variance, excluding Bundled Storage, is recovered 60% in the Gas Supply Demand Charge and 40% in the Commodity Transportation 1 Charge. Rate 100 Gas Supply Demand and Commodity Transportation 1 rates updated based on changes in upstream transportation rates and reference price.

#### Filed: 2018-03-09 EB-2018-0104 Tab 2 Schedule 2 <u>Page 2 of 3</u>

#### EB-2017-0087 EB-2018-0104 Effective April 1, 2018 Effective January 1, 2018 Annual Rates (2) Rates Costs Line Volume (1) Costs (2) Cost (\$/GJ) (\$000's) (\$/GJ) (TJ) (\$000's) Variance No. Particulars (a) (b) (c) (d) (e) (f) = (e - c)**Transportation Costs** Union North West Zone Demand Costs TCPL MDA 2,031 21.804 1,456 21.225 1,417 (39) 1 2 TCPL SSMDA 2,972 4,286 42.691 4,172 (114) 43.860 3 18,764 19,340 TCPL WDA 31.350 30.516 18,825 (514) 1,325 4 CTHI/CPMI 2,066 19.506 19.267 1,308 (16) 5 Subtotal 26,406 25,722 (684) Union North East Zone Demand Costs 3,211 6 TCPL NCDA 58.624 6,188 55.997 5,911 (277) 7 TCPL EDA 365 777 61.836 64.737 742 (35) TCPL NDA 2,915 48.388 4,638 47.098 4,514 (124) 8 TCPL PKWY EDA 21,108 8,696 9 12.531 10.947 7,597 (1,100)TCPL PKWY NDA 10 15,695 18.045 9,311 15.775 8,140 (1,171) 11 TCPL PKWY NCDA 730 8.900 214 7.768 186 (27) 29,824 27,090 (2,734) 12 Subtotal Common Costs 1,200 1,200 13 LBA -14 TCPL Minimum Flow Charge 71 71 15 Subtotal 1,271 1,271 -57,500 54,083 (3,417) Demand Costs in Rates (line 5 + line 12 + line 15) 16 Union North West Zone Fuel Costs TCPL MDA 2.422 17 6 2.567 16 16 (1) 18 TCPL SSMDA 54 2.567 138 2.422 130 (8) 19 TCPL WDA 156 2.567 400 2.422 377 (23) 20 CTHI/CPMI 2.422 1 2.567 3 (0) 3 21 557 526 (31) Subtotal Union North East Zone Fuel Costs 22 234 2.422 TCPL NCDA 91 2.567 221 (13) 23 TCPL EDA 11 2.567 28 2.422 27 (2) 24 TCPL NDA 70 2.567 179 2.422 169 (10) 25 TCPL PKWY EDA 53 3.522 185 168 (17) 3.191 26 TCPL PKWY NDA 55 3.522 193 3.191 175 (18) 27 3.522 TCPL PKWY NCDA 0 3.191 0 (0) 1 819 28 759 Subtotal (60) 29 1,377 1,285 (92) Fuel Costs in Rates (line 21 + line 28) Total Transportation Costs (line 16 + line 29) (3,509) 58,877 55,367 30

#### UNION GAS LIMITED Union North 2018 Gas Supply Plan as filed in EB-2015-0181 at April 2018 QRAM

#### Storage Costs

Union North West Zone Demand Costs

| 31 | TCPL WDA STS Injection                    | 1,150  | 42.754 | 1,616   | 37.410 | 1,414  | (202)   |
|----|---|--------|--------|---------|--------|--------|---------|
| 32 | Subtotal                                  | .,     |        | 1,616   | -      | 1,414  | (202)   |
|    |   |        |        |         |        |        |         |
|    | Union North East Zone Demand Costs        |        |        |         |        |        |         |
| 33 | TCPL NDA STS Injection                    | 17,921 | 18.045 | 10,632  | 15.775 | 9,295  | (1,337) |
| 34 | TCPL EDA STS Withdrawal                   | 9,845  | 12.531 | 4,056   | 10.947 | 3,543  | (513)   |
| 35 | TCPL Pkwy to EDA                          | 19,042 | 12.531 | 7,845   | 10.947 | 6,853  | (992)   |
| 36 | TCPL Pkwy to EDA EMB                      | 9,125  | 13.716 | 4,115   | 11.977 | 3,593  | (522)   |
| 37 | TCPL Pkwy to NDA                          | 24,455 | 18.045 | 14,508  | 15.775 | 12,683 | (1,825) |
| 38 | Subtotal                                  |        |        | 41,156  | -      | 35,967 | (5,189) |
| 39 | Demand Costs in Rates (line 32 + line 38) |        |        | 42,772  | -      | 37,381 | (5,391) |
| 00 |   |        |        |         | -      | 07,001 | (0,001) |
|    | Union North West Zone Fuel Costs          |        |        |         |        |        |         |
| 40 | TCPL WDA STS Injection                    | 15     | 2.567  | 39      | 2.422  | 37     | (2)     |
| 41 | TCPL SSMDA STS Withdrawal                 | 28     | 3.522  | 98      | 3.191  | 89     | (9)     |
| 42 | TCPL WDA STS Withdrawal                   | 31     | 3.522  | 110     | 3.191  | 99     | (10)    |
| 43 | Subtotal                                  |        |        | 247     | -      | 225    | (22)    |
|    | Union North East Zone Fuel Costs          |        |        |         |        |        |         |
| 44 | TCPL NCDA STS Injection                   | 2      | 2.567  | 4       | 2.422  | 4      | (0)     |
| 45 | TCPL NCDA STS Withdrawal                  | 8      | 3.522  | 27      | 3.191  | 24     | (2)     |
| 46 | TCPL Pkwy to EDA                          | 8      | 3.522  | 30      | 3.191  | 27     | (3)     |
| 47 | TCPL Pkwy to EDA EMB                      | 16     | 3.522  | 57      | 3.191  | 52     | (5)     |
| 48 | TCPL Pkwy to NDA                          | 69     | 3.522  | 244     | 3.191  | 221    | (23)    |
| 49 | Subtotal                                  |        | 0.022  | 362     | -      | 328    | (34)    |
|    |   |        |        |         | -      |        |         |
| 50 | Fuel Costs in Rates (line 43 + line 49)   |        |        | 608     | -      | 553    | (56)    |
|    |   |        |        |         |        |        |         |
| 51 | Total Storage Costs (line 39 + line 50)   |        |        | 43,380  | -      | 37,934 | (5,446) |
|    |   |        |        |         |        |        |         |
| 52 | Total Storage and Transportation Costs    |        |        | 102,257 | -      | 93,302 | (8,956) |
|    | - •                                       |        |        |         | =      |        |         |

Notes:

(1) EB-2015-0181, Exhibit A, Tab 2, Appendix A, Schedule 1, p. 1-2, column (j).

(2) EB-2017-0087, Rate Order, Working Papers, Schedule 23, p.3, columns (e) & (f).

Filed: 2018-03-09 EB-2018-0104 Tab 2 Schedule 2 Page 3 of 3

| Line     |   |                  | 5                |                | <b>D</b> ( 00  | 5 / /00  |                   |
|----------|---|------------------|------------------|----------------|----------------|----------|-------------------|
| No.      | Particulars (\$000's)   | Total            | Rate 01          | Rate 10        | Rate 20        | Rate 100 | Rate 25           |
|          | Index Manual Manual Taxan   | (a)              | (b)              | (C)            | (d)            | (e)      | (f)               |
|          | Union North West Zone   |                  |                  |                |                |          |                   |
| 4        | Transportation Demand Costs<br>EB-2017-0087 2018 Rates Application  | 26.406           | 10 01 /          | E 067          | 2 205          |          | 120               |
| 1        | EB-2017-0087 2018 Rates Application<br>EB-2018-0104 April 2018 QRAM | 26,406<br>25,722 | 18,814<br>18,327 | 5,067<br>4,936 | 2,395<br>2,333 | -        | 130               |
| 2<br>3   | Change in Costs (line 2 - line 1)                                   | (684)            | (487)            | 4,936 (131)    | 2,333 (62)     | -        | <u>126</u><br>(3) |
| 3        | Change in Costs (inte 2 - inte 1)                                   | (004)            | (407)            | (131)          | (02)           | -        | (3)               |
|          | Transportation Fuel Costs   |                  |                  |                |                |          |                   |
| 4        | EB-2017-0087 2018 Rates Application                                 | 557              | 374              | 113            | 65             | -        | 5                 |
| 5        | EB-2018-0104 April 2018 QRAM  | 526              | 353              | 107            | 61             | -        | 5                 |
| 6        | Change in Costs (line 5 - line 4)                                   | (31)             | (21)             | (6)            | (4)            | -        | (0)               |
|          | <b>.</b> . , ,  |                  |                  | ( )            | ( )            |          |                   |
| 7        | Total Change in Transportation Costs (line 3 + line 6)              | (715)            | (508)            | (138)          | (66)           | -        | (4)               |
|          | Storage Demand Costs  |                  |                  |                |                |          |                   |
| 8        | EB-2017-0087 2018 Rates Application                                 | 1,616            | 1,244            | 282            | 90             | -        | -                 |
| 9        | EB-2018-0104 April 2018 QRAM  | 1,414            | 1,089            | 247            | 78             | -        | -                 |
| 10       | Change in Costs (line 9 - line 8)                                   | (202)            | (156)            | (35)           | (11)           | -        | -                 |
|          | Otara era Eval Ocasta   |                  |                  |                |                |          |                   |
| 11       | Storage Fuel Costs<br>EB-2017-0087 2018 Rates Application           | 247              | 166              | 50             | 30             |          |                   |
| 11<br>12 | EB-2017-0087 2018 Rates Application<br>EB-2018-0104 April 2018 QRAM | 247<br>225       | 152              | 50<br>46       | 30<br>27       | -        | -                 |
| 12       | Change in Costs (line 12 - line 11)                                 | (22)             | (15)             | (4)            | (3)            |          | -                 |
| 15       |   | (22)             | (15)             | (4)            | (3)            | -        | -                 |
| 14       | Total Change in Storage Costs (line 10 + line 13)                   | (224)            | (170)            | (40)           | (14)           | -        | -                 |
| 15       | Total Change in North West Zone Costs (line 7 + line 14)            | (939)            | (678)            | (177)          | (80)           | -        | (4)               |
|          | Union North East Zone   |                  |                  |                |                |          |                   |
|          | Transportation Demand Costs   |                  |                  |                |                |          |                   |
| 16       | EB-2017-0087 2018 Rates Application                                 | 29,824           | 19,876           | 7,261          | 2,067          | -        | 620               |
| 17       | EB-2018-0104 April 2018 QRAM  | 27,090           | 18,055           | 6,596          | 1,878          | -        | 561               |
| 18       | Change in Costs (line 17 - line 16)                                 | (2,734)          | (1,821)          | (665)          | (189)          | -        | (58)              |
|          | Termenentetion Fuel Oceta   |                  |                  |                |                |          |                   |
| 19       | Transportation Fuel Costs<br>EB-2017-0087 2018 Rates Application    | 819              | 524              | 204            | 66             |          | 26                |
| 19<br>20 | EB-2017-0007 2018 Rates Application<br>EB-2018-0104 April 2018 QRAM | 759              | 485              | 204<br>189     | 61             | -        | 20                |
| 20       | Change in Costs (line 20 - line 19)                                 | (60)             | (39)             | (15)           | (5)            | -        | (2)               |
|          |   | (00)             | (00)             | (10)           | (0)            |          | ()                |
| 22       | Total Change in Transportation Costs (line 18 + line 21)            | (2,794)          | (1,859)          | (680)          | (194)          | -        | (60)              |
|          | Storage Demand Costs  |                  |                  |                |                |          |                   |
| 23       | EB-2017-0087 2018 Rates Application                                 | 41,156           | 30,441           | 8,399          | 2,105          | 211      | -                 |
| 24       | EB-2018-0104 April 2018 QRAM  | 35,967           | 26,603           | 7,340          | 1,839          | 184      | -                 |
| 25       | Change in Costs (line 24 - line 23)                                 | (5,189)          | (3,838)          | (1,059)        | (265)          | (27)     | -                 |
|          | Storage Fuel Costs  |                  |                  |                |                |          |                   |
| 26       | EB-2017-0087 2018 Rates Application                                 | 362              | 230              | 89             | 41             | 2        | -                 |
| 27       | EB-2018-0104 April 2018 QRAM  | 328              | 208              | 81             | 37             | 2        | -                 |
| 28       | Change in Costs (line 27 - line 26)                                 | (34)             | (21)             | (8)            | (4)            | (0)      | -                 |
| 29       | Total Change in Storage Costs (line 25 + line 28)                   | (5,223)          | (3,859)          | (1,067)        | (269)          | (27)     |                   |
| 23       | 10tai Ghanye in Storaye Gosts (iiile 25 + iiile 20)                 | (0,220)          | (3,059)          | (1,007)        | (209)          | (27)     |                   |

# UNION GAS LIMITED Allocation of Union North Transportation and Storage Cost Changes by Zone

| 30 | Total Change in North East Zone Costs (line 22 + line 29)            | (8,017) | (5,719) | (1,747) | (463) | (27) | (60) |
|----|--|---------|---------|---------|-------|------|------|
|    | Common Costs   |         |         |         |       |      |      |
| 31 | EB-2017-0087 2018 Rates Application                                  | 1,271   | -       | -       | -     | -    | -    |
| 32 | EB-2018-0104 April 2018 QRAM   | 1,271   | -       | -       | -     | -    | -    |
| 33 | Change in Costs (line 32 - line 31)                                  | -       | -       | -       | -     | -    | -    |
| 34 | Total Change in Storage and Transportation Costs (line 15 + line 30) | (8,956) | (6,397) | (1,925) | (543) | (27) | (64) |

#### UNION GAS LIMITED Derivation of Unit Rate Changes related to Gas Costs in Distribution Rates Effective April 1, 2018

| Line<br>No. | Derivation of Amounts for Recovery                            |                                      |          |  |  |  |  |  |  |
|-------------|---|--------------------------------------|----------|--|--|--|--|--|--|
|             | Change in Gas Cost:   |                                      |          |  |  |  |  |  |  |
| 1           | Dawn Reference Price as per EB-2018-0104                      | (\$/10 <sup>3</sup> m <sup>3</sup> ) | 124.098  |  |  |  |  |  |  |
| 2           | Dawn Reference Price as per EB-2017-0087                      | (\$/10 <sup>3</sup> m <sup>3</sup> ) | 137.182  |  |  |  |  |  |  |
| 3           | Change in Gas Cost (line 1 - line 2)                          | (\$/10 <sup>3</sup> m <sup>3</sup> ) | (13.084) |  |  |  |  |  |  |
| 4           | Fuel and UFG volume: 2013 approved                            | (10 <sup>3</sup> m <sup>3</sup> )    | 85,662   |  |  |  |  |  |  |
| 5           | Amount for Recovery - Fuel & UFG (line 3 x line 4)            | (\$000's)                            | (1,120)  |  |  |  |  |  |  |
| 6           | Average Gas in Inventory: 2013 approved                       | (10 <sup>3</sup> m <sup>3</sup> )    | 774,843  |  |  |  |  |  |  |
| 7           | Change in Gas Costs related to Inventory (line 3 x line 6)    | (\$000's)                            | (10,138) |  |  |  |  |  |  |
| 8           | Composite Rate of Return                                      |                                      | 5.18%    |  |  |  |  |  |  |
| 9           | Amount for Recovery - Gas in Storage (line 7 x line 8)        | (\$000's)                            | (526)    |  |  |  |  |  |  |
| 10          | Total Gas Cost Change to Distribution Rates (line 5 + line 9) | (\$000's)                            | (1,646)  |  |  |  |  |  |  |

| D                  | er | iv  | at | io | n | of | I |
|--------------------|----|-----|----|----|---|----|---|
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|    |            | E I O                                      |   | _  | 0  |  |  | Total Gas Cost   | Current   |   |
|----|------------|--|---|--|--|--|--|--|---|---|
|    | Rate Class | Cost<br>Allocation (2)<br>(\$000's)<br>(a) | Unaccounted for Gas<br>Allocation<br>Factor<br>(%)<br>(b) | Amount for<br>Recovery<br>(\$000's)<br>(c) | Cost<br>Allocation (3)<br>(\$000's)<br>(d) | N Storage Carrying C<br>Allocation<br>Factor<br>(%)<br>(e) | Amount for<br>Recovery<br>(\$000's)<br>(f) | Change to<br>Distribution<br>Rates<br>(\$000's)<br>(g) = (c + f) | Approved<br>Distribution<br>Volume (4)<br><u>(10<sup>3</sup>m<sup>3</sup>)</u><br>(h) | Unit Rate<br>Change (5)<br>(cents/m <sup>3</sup> )<br>(i) = (g / h) |
|    |            | (4)  |   |  | (4)  | (0)  | (1)  | (9) = (0 + 1)  |   | (1) = (9, 11)   |
| 11 | R01        | 1,615                                      | 24.64%  | (273)                                      | 21,804                                     | 18.30%   | (72)                                       | (345)  | 886,340   | (0.0390)  |
| 12 | R10        | 508  | 7.76%   | (86)                                       | 5,717                                      | 4.80%  | (19)                                       | (105)  | 325,962   | (0.0322)  |
| 13 | R20        | 181  | 2.76%   | (31)                                       | 1,533                                      | 1.29%  | (5)  | (36)   | 604,555   | (0.0059)  |
| 14 | R25        | -  | 0.00%   | -  | -  | 0.00%  | -  | -  | 159,555   | -   |
| 15 | R100       | 6  | 0.09%   | (1)  | 107  | 0.09%  | (0)  | (1)  | 1,814,105   | (0.0001)  |
|    |            |  |   | -  |  |  |  |  |   |   |
| 16 | M1         | 2,466                                      | 37.62%  | (417)                                      | 60,609                                     | 50.86%   | (200)                                      | (617)  | 2,808,296   | (0.0220)  |
| 17 | M2         | 824  | 12.57%  | (139)                                      | 20,667                                     | 17.34%   | (68)                                       | (208)  | 1,079,737   | (0.0192)  |
| 18 | M4         | 342  | 5.22%   | (58)                                       | 3,024                                      | 2.54%  | (10)                                       | (68)   | 339,216   | (0.0200)  |
| 19 | M5A        | 431  | 6.57%   | (73)                                       | 4,078                                      | 3.42%  | (13)                                       | (86)   | 450,088   | (0.0192)  |
| 20 | M7         | 127  | 1.94%   | (22)                                       | 1,113                                      | 0.93%  | (4)  | (25)   | 119,242   | (0.0211)  |
| 21 | M9         | 54   | 0.83%   | (9)  | 511  | 0.43%  | (2)  | (11)   | 60,750  | (0.0179)  |
| 22 | M10        | 0  | 0.00%   | (0)  | 5  | 0.00%  | (0)  | (0)  | 189   | (0.0243)  |
|    |            |  |   |  |  |  |  |  | (GJ)  | (\$/GJ)   |
| 23 | T1         | -  | 0.00%   | -  | -  | 0.00%  | (13)                                       | (13) (5  |   | (0.026)   |
| 24 | T2         | -  | 0.00%   | -  | -  | 0.00%  | (119)                                      | (119) (5   |   | (0.026)   |
| 25 | Т3         | -  | 0.00%   | -  | -  | 0.00%  | -  | - (5   |   | -   |
| 26 | M12        | -  | 0.00%   | -  | -  | 0.00%  | -  | - (5   | )   |   |
| 27 | M13        | -  | 0.00%   | (3)  | -  | 0.00%  | -  | (3) (5   | ) 5,934,507   | (0.001)   |
| 28 | M16        | -  | 0.00%   | (9)  | -  | 0.00%  | -  | (9) (5)(   |   |   |
| 29 | C1         | -  | 0.00%   | -  | -  | 0.00%  | -  | - (5   |   |   |
| 30 | Total      | 6,554                                      | 100.00%   | (1,120)                                    | 119,168                                    | 100.00%  | (526)                                      | (1,646)  |   |   |

Notes:(1)Calculation of the Composite Return

| ) | Calculation of the Composite Return: |        |       |       |
|---|--------------------------------------|--------|-------|-------|
|   | Common Equity (after tax)            | 36.00% | 8.93% | 3.21% |
|   | Gross-Up for tax (@ 26%)             |        | _     | 1.13% |
|   | Common Equity (pre-tax)              |        |       | 4.34% |
|   | Short-Term Debt                      | 64.00% | 1.31% | 0.84% |
|   | Composite Rate of Return             |        |       | 5.18% |

(2) EB-2011-0210, Decision Cost Study, Operating Expenses, A. Cost of Gas & Production, Other Supplies - UFG and EB-2011-0210, Decision Cost Study, Operating Expenses, C. Underground Storage & D. Transmission, Compressor Fuel.

(3) EB-2011-0210, Decision Cost Study, Working Capital, Gas in Storage.
(4) EB-2017-0087, Rate Order, Working Papers, Schedule 4, Column (r).

(5) Union supplied fuel (USF) rate changes for Rates T1, T2, T3, M12, M13, M16 and C1 are based on approved 2013 fuel ratios and proposed Ontario Landed Reference Price. Changes in Union-supplied fuel rates for Rate T1, T2, T3, M12, M13, M16 and C1 are

presented at Appendix A, Schedule "C", and EB-2013-0365, Working Papers, Schedule 1, p. 6.

Filed: 2018-03-09 EB-2018-0104 Tab 2 Schedule 3

(10,138) 5.18% (1) (526)

### Unit Rate Changes by Rate Class

(6) Rate changes for M16 is broken down into four paths.

|                       | Billing Units | Rate Change | Cost Recovery |
|-----------------------|---------------|-------------|---------------|
|                       | (GJs)         | (\$/GJ)     | (\$000's)     |
| Charges West of Dawn: |               |             |               |
| Fuel & UFG to Dawn    | 4,098,775     | (0.001)     | (2)           |
| Fuel & UFG to Pool    | 4,098,775     | (0.001)     | (2)           |
| Charges East of Dawn: |               |             |               |
| Fuel & UFG to Dawn    | 2,137,619     | (0.001)     | (3)           |
| Fuel & UFG to Pool    | 2,137,619     | (0.001)     | (1)           |
| Total Rate M16        |               |             | (9)           |

#### UNION GAS LIMITED Derivation of Amounts and Unit Rates for Prospective Recovery

| Line<br>No. | Particulars  |     | Units                             | North<br>PGVA<br>(179-105)<br>(a) | North West<br>PGVA<br>(179-147)<br>(b) | North East<br>PGVA<br>(179-148)<br>(c) | North<br>Tolls<br>(179-100)<br>(d) | North<br>Fuel<br>(179-100)<br>(e) | North West<br>Tolls & Fuel<br>(179-145)<br>(f) | North East<br>Tolls & Fuel<br>(179-146)<br>(g) |
|-------------|--|-----|-----------------------------------|-----------------------------------|--|--|------------------------------------|-----------------------------------|--|--|
|             | Deferral Amounts for Recovery  |     |                                   |                                   |  |  |                                    |                                   |  |  |
|             | Change in 12-month deferral account projection:                              |     |                                   |                                   |  |  |                                    |                                   |  |  |
| 1           | 12-month projection from current QRAM application                            | (1) | (\$000's)                         | -                                 | (7)                                    | 6,235                                  | -                                  | -                                 | -  | (93)   |
| 2           | Less: Projection from previous QRAM application                              | (2) | (\$000's)                         | -                                 | 1                                      | 2,029                                  | -                                  | -                                 | (3)  | (108)  |
| 3           | Change (Line 1 - Line 2)   |     |                                   |                                   | (7)                                    | 4,206                                  |                                    |                                   | 3  | 15   |
|             | 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) | (\$000's)                         | -                                 | (1,198)                                | 122                                    | -                                  | -                                 | 185  | 61   |
| 5           | Current projected deferral amount  | (4) | (\$000's)                         | -                                 | (2,527)                                | 133                                    | -                                  | -                                 | (107)  | (787)  |
| 6           | Less: Previous projection included in recovery                               | (2) | (\$000's)                         |                                   | (1,370)                                | (320)                                  |                                    | -                                 | (74)   | 1,037  |
| 7           | Variance (Line 4 + Line 5 - Line 6)  |     | (\$000's)                         | -                                 | (2,356)                                | 575                                    | -                                  | -                                 | 152  | (1,763)  |
| 8           | Total Deferral Amounts for Recovery (Line 3 + Line 7)                        |     | (\$000's)                         | -                                 | (2,363)                                | 4,781                                  | -                                  | -                                 | 155  | (1,748)  |
|             | 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)                         | 391                               | (362)                                  | (1,312)                                | (773)                              | (139)                             | 79   | 305  |
| 10          | Less: Actual prospective recovery amount                                     |     | (\$000's)                         | 435                               | (408)                                  | (1,455)                                | (806)                              | (155)                             | 84   | 316  |
| 11          | Variance (Line 9 - Line 10)  |     | (\$000's)                         | (44)                              | 47                                     | 143                                    | 33                                 | 15                                | (5)  | (11)   |
| 12          | Prospective Recovery Amount Deferral Transfer                                |     | (\$000's)                         | 44                                | (8)                                    | (20)                                   | (33)                               | (15)                              | 9  | 24   |
| 13          | Total Amount for Prospective Recovery (Line 8 + Line 11 + Line 12)           |     | (\$000's)                         |                                   | (2,324)                                | 4,904                                  |                                    |                                   | 159  | (1,734)  |
|             | Calculation of Current Unit Rate for Prospective Recovery                    |     |                                   |                                   |  |  |                                    |                                   |  |  |
| 14          | Applicable Forecast Billing Units (April 1, 2018 to March 31, 2019)          | (2) | (10 <sup>3</sup> m <sup>3</sup> ) | 1,072,948                         | 296,593                                | 776,354                                | 1,421,081                          | 1,072,948                         | 379,412  | 1,041,669                                      |
| 14          |  | (2) | (10 111)                          | 1,072,940                         | 290,095                                | 110,334                                | 1,421,001                          | 1,072,940                         | 575,412  | 1,041,009                                      |
| 15          | Current QRAM Unit Rate (Line 13 / Line 14 * 100)                             |     | (cents/m <sup>3</sup> )           | -                                 | (0.7835)                               | 0.6317                                 | -                                  | -                                 | 0.0420   | (0.1665)                                       |
|             | Summary of Unit Rates  |     |                                   |                                   |  |  |                                    |                                   |  |  |
| 16          | Expiring Unit Rate Q1  | (2) | (cents/m <sup>3</sup> )           | 0.4394                            | 0.0611                                 | 0.5993                                 | (0.1155)                           | (0.0063)                          | 0.0541   | (0.0218)                                       |
| 17          | Unit Rate Q1   | (2) | (cents/m <sup>3</sup> )           | -                                 | (0.5589)                               | (0.4598)                               | -                                  | -                                 | (0.0287)                                       | 0.1193   |
| 18          | Unit Rate Q2 Expiring rider replaced by new rider (Line 15)                  | (2) | (cents/m <sup>3</sup> )           | -                                 | (0.7835)                               | 0.6317                                 | -                                  | -                                 | 0.0420   | (0.1665)                                       |
| 19          | Unit Rate Q3   |     | (cents/m <sup>3</sup> )           |                                   | (0.3930)                               | 0.3475                                 |                                    |                                   | 0.0673   | 0.2146   |
|             |  | (2) |                                   | -                                 |  |  | -                                  | -                                 |  |  |
| 20          | Unit Rate Q4   | (2) | (cents/m <sup>3</sup> )           | -                                 | (0.0483)                               | (1.0114)                               | -                                  | -                                 | (0.0366)                                       | (0.0821)                                       |
| 21          | Total Unit Rate - Prospective Recovery                                       |     | (cents/m <sup>3</sup> )           | -                                 | (1.7837)                               | (0.4920)                               | -                                  | -                                 | 0.0440   | 0.0853   |
| 22          | Change in Unit Rate (Line 15 - Line 16)                                      |     | (cents/m <sup>3</sup> )           | (0.4394)                          | (0.8446)                               | 0.0324                                 | 0.1155                             | 0.0063                            | (0.0121)                                       | (0.1447)                                       |

Notes: (1) Tab 1, Schedule 2, p. 1, Line 26. (2) Working Papers, Schedule 2. (3) Tab 1, Schedule 2, p. 1, Lines 7+8+9. (4) Tab 1, Schedule 2, p. 1, Lines 10+11+12.

Filed: 2018-03-09 EB-2018-0104 Tab 2 Schedule 4 Page 1 of 3

# UNION GAS LIMITED Derivation of Amounts and Unit Rates for Prospective Recovery

| Line<br>No. | Particulars   |              | Units                             | South<br>PGVA<br>(179-106) | Inventory<br>Revaluation<br>(179-109) | Load<br>Balancing<br>Rate 01<br>(179-107) | Load<br>Balancing<br>Rate 10<br>(179-107) | Load<br>Balancing<br>Rate 20<br>(179-107) | Spot Gas<br>Variance Acct<br>(179-107) | Total             |
|-------------|---|--------------|-----------------------------------|----------------------------|---------------------------------------|---|---|---|--|-------------------|
|             | Deferral Amounts for Recovery   |              |                                   | (h)                        | (1)                                   | (j)                                       | (k)                                       | (1)                                       | (m)                                    | (n) = sum (a):(m) |
|             | Change in 12-month deferral account projection:   |              |                                   |                            |                                       |   |   |   |  |                   |
| 1           | 12-month projection from current QRAM application   | (1)          | (\$000's)                         | 36,785                     | 3,608                                 | -   | -   | -   | -                                      | 46,529            |
| 2           | Less: Projection from previous QRAM application   | (2)          | (\$000's)                         | 33,543                     | 1,268                                 | -   | -   | -   | -                                      | 36,729            |
| 3           | Change (Line 1 - Line 2)  | (=/          | (+)                               | 3,242                      | 2,340                                 |   | -   | -   | -                                      | 9,800             |
|             | Previous Quarter: True-up of Deferral Balances  |              |                                   |                            |                                       |   |   |   |  |                   |
|             | Variance between projected and actual deferral balances for month(s) with   |              |                                   |                            |                                       |   |   |   |  |                   |
| 4           | actual data since previous QRAM application:  | ( <b>0</b> ) |                                   | C 000                      | 4 4 7 7                               |   |   |   |  | 7 4 47            |
| 4           | Actual deferral amount  | (3)          | (\$000's)                         | 6,800                      | 1,177                                 | -   | -   | -   | -                                      | 7,147             |
| 5           | Current projected deferral amount   | (4)<br>(2)   | (\$000's)<br>(\$000's)            | 15,949                     | 55                                    | -   | -   | -   | -                                      | 12,715            |
| 6<br>7      | Less: Previous projection included in recovery Variance (Line 4 + Line 5 - Line 6)  | (2)          | (\$000's)<br>(\$000's)            | <u>5,974</u><br>16,775     | <u> </u>                              | (0)                                       | (0)                                       | (0)                                       | (0)                                    | <u> </u>          |
| 7           | variance (Line 4 + Line 5 - Line 6)   |              | (\$000 S)                         | 10,775                     | 1,212                                 | 0   | 0_  | 0   | 0_                                     | 14,596            |
| 8           | Total Deferral Amounts for Recovery (Line 3 + Line 7)   |              | (\$000's)                         | 20,017                     | 3,552                                 | 0   | 0   | 0   | 0                                      | 24,395            |
| 9<br>10     | Previous Quarter: True-up of Prospective Recovery Amounts<br>Variance between projected and actual prospective recovery for month(s) with<br>actual data since previous QRAM application:<br>Forecast prospective recovery amount<br>Less: Actual prospective recovery amount |              | (\$000's)<br>(\$000's)            | 18,430<br>20,082           | 22,359<br>25,367                      | (2)<br>(2)                                | (0)<br>(0)                                | 3<br>2                                    | (13)<br>(14)                           | 38,967<br>43,446  |
| 11          | Variance (Line 9 - Line 10)   |              | (\$000's)                         | (1,652)                    | (3,008)                               | 0   | 0   | 1   | 1                                      | (4,479)           |
| 12          | Prospective Recovery Amount Deferral Transfer   |              | (\$000's)                         |                            |                                       |   |   |   |  |                   |
|             |   |              | (\$0000)                          |                            |                                       |   |   |   |  |                   |
| 13          | Total Amount for Prospective Recovery (Line 8 + Line 11)  |              | (\$000's)                         | 18,365                     | 544                                   | 0   | 0   | 1   | 2                                      | 19,917            |
|             | Calculation of Current Unit Rate for Prospective Recovery   |              |                                   |                            |                                       |   |   |   |  |                   |
| 14          | Applicable Forecast Billing Units (April 1, 2018 to March 31, 2019)   | (2)          | (10 <sup>3</sup> m <sup>3</sup> ) | 3,413,760                  | 4,486,708                             | 955,981                                   | 350,975                                   | 114,124                                   | 1,072,948                              |                   |
| 15          | Current QRAM Unit Rate (Line 12 / Line 13 * 100)  |              | (cents/m <sup>3</sup> )           | 0.5380                     | 0.0121                                | -   | -   | 0.0006                                    | 0.0002                                 |                   |
|             | Summary of Unit Rates   |              |                                   |                            |                                       |   |   |   |  |                   |
| 16          | Expiring Unit Rate Q1   | (2)          | (cents/m <sup>3</sup> )           | 1.0286                     | (0.0425)                              | (0.0002)                                  | -   | 0.0036                                    | (0.0007)                               |                   |
| 17          | Unit Rate Q1  | (2)          | (cents/m <sup>3</sup> )           | 0.0303                     | 0.0658                                | -   | -   | 0.0011                                    | (0.0010)                               |                   |
| 18          | Unit Rate Q2 Expiring rider replaced by new rider (Line 15)   | (2)          | (cents/m <sup>3</sup> )           | 0.5380                     | 0.0121                                | -   | -   | 0.0006                                    | 0.0002                                 |                   |
| 19          | Unit Rate Q3  | (2)          | (cents/m <sup>3</sup> )           | 0.9471                     | (0.0744)                              | (0.0002)                                  | -   | 0.0065                                    | (0.0013)                               |                   |
| 20          | Unit Rate Q4  | (2)          | (cents/m <sup>3</sup> )           | (0.7026)                   | 0.7999                                | (0.0002)                                  | -   | 0.0033                                    | (0.0010)                               |                   |
|             |   | (2)          | , ,                               |                            |                                       | -   |   |   |  |                   |
| 21          | Total Unit Rate - Prospective Recovery  |              | (cents/m <sup>3</sup> )           | 0.8128                     | 0.8034                                | (0.0002)                                  | -   | 0.0115                                    | (0.0031)                               |                   |
| 22          | Change in Unit Rate (Line 15 - Line 16)   |              | (cents/m <sup>3</sup> )           | (0.4906)                   | 0.0546                                | 0.0002                                    | -   | (0.0030)                                  | 0.0009                                 |                   |

Notes: (1) Tab 1, Schedule 2, p. 1, Line 26.

(1) Fact is consistent provide a provide a provide a second sec

| Filed: 2018-03-09 |
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| EB-2018-0104      |
| Tab 2             |
| Schedule 4        |
| Page 2 of 3       |

Filed: 2018-03-09 EB-2018-0104 Tab 2 Schedule 4 Page 3 of 3

#### UNION GAS LIMITED Summary of Unit Rates for Prospective Recovery

| Line<br>No. | Particulars (cents/m <sup>3</sup> )                            | EB-2017-0087<br>Effective January 1, 2018<br>Unit Rate for<br>Prospective Recovery (1)<br>(a) | Change in<br>Rider (2)<br>(b) | EB-2018-0104<br>Effective April 1, 2018<br>Unit Rate for<br>Prospective Recovery (3)<br>(c) = (a + b) |
|-------------|--|---|-------------------------------|---|
|             | Commodity Unit Rates for Prospective Recovery                  |   |                               |   |
|             | Union North  |   |                               |   |
|             |  |   |                               |   |
| 4           | Common Union North Commodity                                   | 0.4004  | (0, 400, 4)                   |   |
| 1           | North Purchase Gas Variance Account                            | 0.4394<br>0.7488  | (0.4394)<br>0.0546            | -<br>0.8034   |
| 2           | Inventory Revaluation<br>Spot Gas                              | (0.0040)  | 0.0546                        | (0.0031)  |
| 4           | North Fuel   | (0.0040)  | 0.0009                        | (0.0031)  |
| 5           | Total Common Union North Commodity Unit Rate                   | 1.1779  | (0.3776)                      | 0.8003  |
|             |  |   | · · · · ·                     |   |
|             | Union North Commodity by Zone                                  |   |                               | (,)   |
| 6           | Union North West Purchase Gas Variance Account                 | (0.9391)  | (0.8446)                      | (1.7837)  |
| 7           | Union North East Purchase Gas Variance Account                 | (0.5244)  | 0.0324                        | (0.4920)  |
| 8           | Total Union North West Commodity Unit Rate (line 5 + line 6)   | 0.2388  | (1.2222)                      | (0.9834)  |
| 9           | Total Union North East Commodity Unit Rate (line 5 + line 7)   | 0.6535  | (0.3452)                      | 0.3083  |
|             | Union South  |   |                               |   |
| 10          | South Purchase Gas Variance Account                            | 1.3034  | (0.4906)                      | 0.8128  |
| 11          | Inventory Revaluation  | 0.7488  | 0.0546                        | 0.8034  |
| 12          | Spot Gas   | -   | -                             | -   |
| 13          | Total South Commodity Unit Rate                                | 2.0522  | (0.4360)                      | 1.6162  |
| <u>!</u>    | Union North Transportation Unit Rates for Prospective Recovery | L   |                               |   |
|             | Common Union North Transportation                              |   | o // ==                       |   |
| 14          | North Tolls  | (0.1155)  | 0.1155                        | -   |
| 45          | Load balancing   | (0,0004)  | 0.0000                        | (0,0002)  |
| 15<br>16    | Rate 01<br>Rate 10   | (0.0004)  | 0.0002                        | (0.0002)  |
| 17          | Rate 20  | 0.0145  | (0.0030)                      | 0.0115  |
|             | Union North Transportation by Zone                             |   |                               |   |
| 18          | Union North West Tolls & Fuel Account                          | 0.0561  | (0.0121)                      | 0.0440  |
| 19          | Union North East Tolls & Fuel Account                          | 0.2300  | (0.1447)                      | 0.0853  |
|             | Total Union North West Transportation Unit Rate                |   |                               |   |
| 20          | Rate 01 (line $14 + \text{line } 15 + \text{line } 18$ )       | (0.0598)  | 0.1036                        | 0.0438  |
| 21          | Rate 10 (line $14 + line 16 + line 18)$                        | (0.0594)  | 0.1034                        | 0.0440  |
| 22          | Rate 20 (line 14 + line 17 + line 18)                          | (0.0449)  | 0.1004                        | 0.0555  |
|             | Total Union North East Transportation Unit Rate                |   |                               |   |
| 23          | Rate 01 (line $14 + line 15 + line 19$ )                       | 0.1141  | (0.0290)                      | 0.0851  |
| 23          | Rate 10 (line 14 + line 16 + line 19)                          | 0.1145  | (0.0292)                      | 0.0853  |
| 25          | Rate 20 (line $14 + line 17 + line 19)$                        | 0.1290  | (0.0232)                      | 0.0968  |
|             |  | 0.1200  | (0.0022)                      | 0.0000  |

- EB-2017-0351, Tab 2, Schedule 4, p.3, Column (c).
- <u>Notes:</u> (1) (2) (3) Tab 2, Schedule 4, p. 1-2, line 22 Tab 2, Schedule 4, p. 1-2, line 21.

#### UNION GAS LIMITED Union South General Service Customer Bill Impacts

|      |   |  | te M1 - Residentia<br>Consumption of 2,2       |                 |  | ate M2 - Commercial<br>Consumption of 73,000   |
|------|---|--|--|-----------------|--|--|
| Line |   | EB-2017-0087<br>Approved<br>01-Jan-18<br>Total | EB-2018-0104<br>Proposed<br>01-Apr-18<br>Total | Impact          | EB-2017-0087<br>Approved<br>01-Jan-18<br>Total | EB-2018-0104<br>Proposed<br>01-Apr-18<br>Total |
| No.  | Particulars                                     | Bill (\$) (1)                                  | Bill (\$) (1)                                  | (\$)            | Bill (\$) (1)                                  | Bill (\$) (1)                                  |
|      |   | (a)  | (b)  | (c) = (b) - (a) | (d)  | (e)  |
|      | Delivery Charges                                |  |  |                 |  |  |
| 1    | Monthly Charge                                  | 252.00   | 252.00   | -               | 840.00   | 840.00   |
|      | Delivery Commodity Charge                       |  |  |                 |  |  |
| 2    | Cap-and-Trade Customer-Related Charge           | 73.00  | 73.00  | -               | 2,422.23                                       | 2,422.23                                       |
| 3    | Cap-and-Trade Facility-Related Charge           | 0.54   | 0.54   | -               | 17.53  | 17.53  |
| 4    | Other Delivery Commodity                        | 106.02   | 105.51   | (0.51)          | 3,604.90                                       | 3,590.90                                       |
| 5    | Prospective Recovery - Delivery                 | -  | -  | -               | -  | -  |
| 6    | Storage Services                                | 16.12  | 16.12  |                 | 473.26   | 473.26   |
| 7    | Total Delivery Charge                           | 447.68   | 447.17   | (0.51)          | 7,357.92                                       | 7,343.92                                       |
|      | Supply Charges                                  |  |  |                 |  |  |
| 8    | Transportation to Union                         | -  | -  | -               | -  | -  |
| 9    | Commodity                                       | 299.74   | 270.98   | (28.76)         | 9,946.33                                       | 8,991.20                                       |
| 10   | Prospective Recovery - Commodity                | 45.15 (2)                                      |  | (3) (9.59)      | 1,498.11 (2)                                   | 1,179.83 (3)                                   |
| 11   | Subtotal  | 344.89   | 306.54   | (38.35)         | 11,444.44                                      | 10,171.03                                      |
| 12   | Total Gas Supply Charge                         | 344.89   | 306.54   | (38.35)         | 11,444.44                                      | 10,171.03                                      |
|      | Total Bill                                      |  |  |                 |  |  |
| 13   | Including Cap-and-Trade Customer-Related Charge | 792.57   | 753.71   | (38.86)         | 18,802.36                                      | 17,514.95                                      |
| 14   | Excluding Cap-and-Trade Customer-Related Charge | 719.57   | 680.71   | (38.86)         | 16,380.13                                      | 15,092.72                                      |
|      | Impacts   |  |  |                 |  |  |
| 15   | Sales Service                                   |  |  | (38.86)         |  |  |
| 16   | Direct Purchase                                 |  |  | (0.51)          |  |  |
| 17   | Commodity Bill Impact                           |  |  | (11.1%) (4)     |  |  |
|      | Total Bill Impact                               |  |  |                 |  |  |
| 18   | Including Cap-and-Trade Customer-Related Charge |  |  | (4.9%)          |  |  |
| 19   | Excluding Cap-and-Trade Customer-Related Charge |  |  | (5.4%)          |  |  |
|      |   |  |  |                 |  |  |

#### Notes:

(1) Excludes temporary charges/(credits).

(2) Prospective recovery charge of 2.0522 cents/m<sup>3</sup> for 12 months.

(3) Prospective recovery charge of 1.6162 cents/m<sup>3</sup> for 12 months.
(4) Commodity bill impact reflects the impact of the gas commodity bill change divided by the current approved gas commodity bill shown at line 11.

Filed: 2018-03-09 EB-2018-0104 Tab 2 Schedule 5 Page 1 of 3

00 m³) Impact (\$) (f) = (e) - (d)--(14.00) -(14.00) -(955.13) (318.28) (1,273.41) (1,273.41) (1,287.41) (1,287.41) (1,287.41) (14.00) (11.1%) (4) (6.8%) (7.9%)

#### UNION GAS LIMITED Union North General Service Customer Bill Impacts

|             |   |   | Union North West<br>Rate 01 - Residential<br>(Annual Consumption of 2,200 m <sup>3</sup> ) |                 | Union North East<br>Rate 01 - Residential<br>(Annual Consumption of 2,200 m³) |  |                   |
|-------------|---|---|--|-----------------|---|--|-------------------|
| Line<br>No. | Particulars   | EB-2017-0087<br>Approved<br>01-Jan-18<br>Total Bill (\$) (1)                        | EB-2018-0104<br>Proposed<br>01-Apr-18<br>Total Bill (\$) (1)                               | Impact<br>(\$)  | EB-2017-0087<br>Approved<br>01-Jan-18<br>Total Bill (\$) (1)                  | EB-2018-0104<br>Proposed<br>01-Apr-18<br>Total Bill (\$) (1) | Impact<br>(\$)    |
|             |   | (a)   | (b)  | (c) = (b) - (a) | (d)   | (e)  | (f) = (e) - (d)   |
|             | Delivery Charges  |   |  |                 |   |  |                   |
| 1           | Monthly Charge  | 252.00  | 252.00   | -               | 252.00  | 252.00   | -                 |
|             | Delivery Commodity Charge   | 70.00   | 70.00  |                 | 70.00   | 70.00  |                   |
| 2           | Cap-and-Trade Customer-Related<br>Cap-and-Trade Facility-Related Charge   | 73.00<br>0.52   | 73.00<br>0.52  | -               | 73.00<br>0.52   | 73.00<br>0.52  | -                 |
| 3<br>4      | Other Delivery Commodity  | 203.13  | 202.27   | (0.86)          | 203.13  | 202.27   | (0.86)            |
| 5           | Total Delivery Charge   | 528.65  | 527.79   | (0.86)          | 528.65  | 527.79   | (0.86)            |
| -           |   |   |  | (0.00)          |   |  | ()                |
| 0           | Supply Charges  | 450.05  | 440.07   | (4.40)          | CC CO   | CO 40  | (0.00)            |
| 6<br>7      | Transportation to Union   | 150.85  | 146.67<br>0.94 (3)   | (4.18)          | 66.60   | 60.40  | (6.20)            |
| 8           | Prospective Recovery - Transportation<br>Storage Services   | (1.33) (2)<br>49.78   | 48.30  | 2.27<br>(1.48)  | 2.49 (4)<br>154.02  | 1.87 (5)<br>140.55   | (0.62)<br>(13.47) |
| 9           | Prospective Recovery - Storage  | -   | +0.50  | -               | -   | -  | (13.47)           |
| 10          | Subtotal  | 199.30  | 195.91   | (3.39)          | 223.11  | 202.82   | (20.29)           |
|             |   |   |  |                 |   |  |                   |
| 11          | Commodity   | 224.14  | 211.38   | (12.76)         | 305.97  | 277.17   | (28.80)           |
| 12<br>13    | Prospective Recovery - Commodity & Fuel<br>Subtotal   | <u>5.24</u> (6)<br>229.38   | (21.63)<br>189.75  | (26.87)         | 14.38 (8)   | <u>6.79</u> (9)<br>283.96                                    | (7.59)            |
| 13          | Subiotal  | 229.38  | 189.75   | (39.63)         | 320.35  | 283.96   | (36.39)           |
| 14          | Total Gas Supply Charge   | 428.68  | 385.66   | (43.02)         | 543.46  | 486.78   | (56.68)           |
|             | Total Bill  |   |  |                 |   |  |                   |
| 15          | Including Cap-and-Trade Customer-Related Charge   | 957.33  | 913.45   | (43.88)         | 1,072.11  | 1,014.57   | (57.54)           |
| 16          | Excluding Cap-and-Trade Customer-Related Charge   | 884.33  | 840.45   | (43.88)         | 999.11  | 941.57   | (57.54)           |
|             | Impacts   |   |  |                 |   |  |                   |
| 17          | Sales Service   |   |  | (43.88)         |   |  | (57.54)           |
| 18          | Direct Purchase   |   |  | (4.25)          |   |  | (21.15)           |
| 19          | Commodity Bill Impact   |   |  | (17.3%) (10)    |   |  | (11.4%) (10)      |
|             | Total Bill Impact   |   |  |                 |   |  |                   |
| 20          | Including Cap-and-Trade Customer-Related Charge   |   |  | (4.6%)          |   |  | (5.4%)            |
| 21          | Excluding Cap-and-Trade Customer-Related Charge   | e   |  | (5.0%)          |   |  | (5.8%)            |
|             | Notes:<br>(1) Excludes temporary charges/(credits).<br>(2) Prospective recovery charge of (0.0598) cents/m <sup>3</sup> for<br>(3) Prospective recovery charge of 0.0438 cents/m <sup>3</sup> for<br>(4) Prospective recovery charge of 0.1141 cents/m <sup>3</sup> for<br>(5) Prospective recovery charge of 0.0851 cents/m <sup>3</sup> for<br>(6) Prospective recovery charge of 0.2388 cents/m <sup>3</sup> for<br>(7) Prospective recovery charge of (0.9834) cents/m <sup>3</sup> for<br>(8) Prospective recovery charge of 0.6535 cents/m <sup>3</sup> for<br>(9) Prospective recovery charge of 0.3083 cents/m <sup>3</sup> for | 12 months.<br>12 months.<br>12 months.<br>12 months.<br>or 12 months.<br>12 months. |  |                 |   |  |                   |

(9) Prospective recovery charge of 0.3083 cents/m<sup>3</sup> for 12 months.

(10) Commodity bill impact reflects the impact of the gas commodity bill change divided by the current approved gas commodity bill shown at line 13.

#### UNION GAS LIMITED Union North General Service Customer Bill Impacts

|      |  |              | Union North West<br>) - Commercial / Industri | ial                     | Rate 1                            | Union North East<br>0 - Commercial / Industr | ial                     |
|------|--|--------------|---|-------------------------|-----------------------------------|--|-------------------------|
|      |  |              | Consumption of 93,000                         | m³)                     |                                   | Consumption of 93,000                        | m³)                     |
|      |  | EB-2017-0087 | EB-2018-0104                                  |                         | EB-2017-0087                      | EB-2018-0104                                 |                         |
|      |  | Approved     | Proposed                                      |                         | Approved                          | Proposed                                     |                         |
| Line | Derticulare  | 01-Jan-18    | 01-Apr-18                                     | Impact                  | 01-Jan-18                         | 01-Apr-18                                    | Impact                  |
| No.  | Particulars  |              | Total Bill (\$) (1)<br>(b)                    | (\$)<br>(c) = (b) - (a) | <u>Total Bill (\$) (1)</u><br>(d) | Total Bill (\$) (1)<br>(e)                   | (\$)<br>(f) = (e) - (d) |
|      | Delivery Observes  |              |   |                         |                                   |  |                         |
| 4    | Delivery Charges   | 0.40.00      | 0.40.00                                       |                         | 0.40.00                           | 0.40,00                                      |                         |
| 1    | Monthly Charge   | 840.00       | 840.00  | -                       | 840.00                            | 840.00                                       | -                       |
| 0    | Delivery Commodity Charge  | 2,005,02     | 2 005 02                                      |                         | 2,085,82                          |  |                         |
| 2    | Cap-and-Trade Customer-Related                                       | 3,085.83     | 3,085.83                                      | -                       | 3,085.83                          | 3,085.83                                     | -                       |
| 3    | Cap-and-Trade Facility-Related Charge                                | 22.33        | 22.33   | -                       | 22.33                             | 22.33  | -                       |
| 4    | Other Delivery Commodity   | 6,075.25     | 6,045.32                                      | (29.93)                 | 6,075.25                          | 6,045.32                                     | (29.93)                 |
| 5    | Total Delivery Charge  | 10,023.41    | 9,993.48                                      | (29.93)                 | 10,023.41                         | 9,993.48                                     | (29.93)                 |
| -    | Supply Charges   |              |   |                         | / /-                              |  |                         |
| 6    | Transportation to Union  | 5,582.79     | 5,427.10                                      | (155.69)                | 2,581.40                          | 2,339.43                                     | (241.97)                |
| 7    | Prospective Recovery - Transportation                                | (55.23) (2)  | 40.92 (3)                                     | 96.15                   | 106.47 (4)                        | 79.32 (5)                                    | (27.15)                 |
| 8    | Storage Services   | 1,586.76     | 1,539.33                                      | (47.43)                 | 4,631.41                          | 4,231.22                                     | (400.19)                |
| 9    | Prospective Recovery - Storage                                       | <u> </u>     |   | -                       |                                   | -  | -                       |
| 10   | Subtotal   | 7,114.32     | 7,007.35                                      | (106.97)                | 7,319.28                          | 6,649.97                                     | (669.31)                |
| 11   | Commodity  | 9,474.66     | 8,935.89                                      | (538.77)                | 12,933.98                         | 11,717.15                                    | (1,216.83)              |
| 12   | Prospective Recovery - Commodity & Fuel                              | 222.09 (6)   | (914.56) (7)                                  | (1,136.65)              | 607.77 (8)                        |  |                         |
| 13   | Subtotal   | 9,696.75     | 8,021.33                                      | (1,675.42)              | 13,541.75                         | 12,003.84                                    | (1,537.91)              |
| 14   | Total Gas Supply Charge  | 16,811.07    | 15,028.68                                     | (1,782.39)              | 20,861.03                         | 18,653.81                                    | (2,207.22)              |
|      | Total Bill   |              |   |                         |                                   |  |                         |
| 15   | Including Cap-and-Trade Customer-Related Charge                      | 26,834.48    | 25,022.16                                     | (1,812.32)              | 30,884.44                         | 28,647.29                                    | (2,237.15)              |
| 16   | Excluding Cap-and-Trade Customer-Related Charge                      | 23,748.65    | 21,936.33                                     | (1,812.32)              | 27,798.61                         | 25,561.46                                    | (2,237.15)              |
|      | Impacts  |              |   |                         |                                   |  |                         |
| 17   | Sales Service  |              |   | (1,812.32)              |                                   |  | (2,237.15)              |
| 18   | Direct Purchase  |              |   | (136.90)                |                                   |  | (699.24)                |
| 19   | Commodity Bill Impact  |              |   | (17.3%) (10)            |                                   |  | (11.4%) (10)            |
|      | Total Bill Impact  |              |   |                         |                                   |  |                         |
| 20   | Including Cap-and-Trade Customer-Related Charge                      | )            |   | (6.8%)                  |                                   |  | (7.2%)                  |
| 21   | Excluding Cap-and-Trade Customer-Related Charg                       |              |   | (7.6%)                  |                                   |  | (8.0%)                  |
|      | Notes:   |              |   |                         |                                   |  |                         |
|      | (1) Excludes temporary charges/(credits).                            |              |   |                         |                                   |  |                         |
|      | (2) Prospective recovery charge of (0.0594) cents/m <sup>3</sup> for | r 12 months. |   |                         |                                   |  |                         |
|      | (3) Prospective recovery charge of $0.0440$ cents/m <sup>3</sup> for |              |   |                         |                                   |  |                         |
|      | (4) Prospective recovery charge of 0.1145 cents/m <sup>3</sup> for   |              |   |                         |                                   |  |                         |
|      |  | 10 11        |   |                         |                                   |  |                         |

(4) Prospective recovery charge of 0.1145 cents/m³ for 12 months.
(5) Prospective recovery charge of 0.0853 cents/m³ for 12 months.
(6) Prospective recovery charge of 0.2388 cents/m³ for 12 months.
(7) Prospective recovery charge of (0.9834) cents/m³ for 12 months.
(8) Prospective recovery charge of 0.6535 cents/m³ for 12 months.
(9) Prospective recovery charge of 0.3083 cents/m³ for 12 months.
(10) Commodity bill impact reflects the impact of the gas commodity bill change divided by the current approved gas commodity bill shown at line 13.

#### EB-2018-0104 Index of Appendices

- Appendix A Summary of Changes to Rates
- Appendix B Rate Schedules
- Appendix C Summary of Average Rate and Price Adjustment Changes
- Appendix D Customer Notices
- Appendix E Miscellaneous Non-Energy Charges

#### UNION GAS LIMITED Union North Summary of Changes to Sales Rates Rate 01A - Small Volume General Firm Service

| Line<br>No. | Particulars (cents/m³)                                   | EB-2017-0087<br>Approved<br>January 1, 2018<br><u>Rate</u><br>(a) | Rate<br>Change<br>(b) | EB-2018-0104<br>Approved<br>April 1, 2018<br><u>Rate</u><br>(c) |
|-------------|--|---|-----------------------|---|
| 1           | Monthly Charge - All Zones                               | \$21.00   |                       | \$21.00   |
|             | Monthly Delivery Charge - All Zones                      |   |                       |   |
| 2           | First 100 m <sup>3</sup>                                 | 9.3875  | (0.0390)              | 9.3485  |
| 3           | Next 200 m <sup>3</sup>                                  | 9.1476  | (0.0390)              | 9.1086  |
| 4           | Next 200 m <sup>3</sup>                                  | 8.7683  | (0.0390)              | 8.7293  |
| 5           | Next 500 m <sup>3</sup>                                  | 8.4201  | (0.0390)              | 8.3811  |
| 6           | Over 1,000 m <sup>3</sup>                                | 8.1324  | (0.0390)              | 8.0934  |
| 7           | Delivery - Price Adjustment (All Volumes)                | 1.2863 (1)  | (1.2219)              | 0.0644 (2)  |
|             | Cap-and-Trade Charges                                    |   |                       |   |
| 8           | Cap-and-Trade Customer-Related Charge                    | 3.3181  |                       | 3.3181  |
| 9           | Cap-and-Trade Facility-Related Charge                    | 0.0240  |                       | 0.0240  |
|             | Gas Transportation Service                               |   |                       |   |
| 10          | Union North West Zone                                    | 6.8566  | (0.1897)              | 6.6669  |
| 11          | Union North East Zone                                    | 3.0273  | (0.2821)              | 2.7452  |
| 12          | Transportation - Price Adjustment (Union North West)     | 0.7082 (3)  | (0.6642)              | 0.0440 (5)  |
| 13          | Transportation - Price Adjustment (Union North East)     | 0.8886 (4)  | (0.7968)              | 0.0918 (6)  |
|             | Storage Service  |   |                       |   |
| 14          | Union North West Zone                                    | 2.2624  | (0.0664)              | 2.1960  |
| 15          | Union North East Zone                                    | 7.0010  | (0.6124)              | 6.3886  |
| 16          | Storage - Price Adjustment (Union North West)            | 0.0493 (7)  |                       | 0.0493 (7)  |
| 17          | Storage - Price Adjustment (Union North East)            | 0.0787 (8)  |                       | 0.0787 (8)  |
|             | Commodity Cost of Gas and Fuel                           |   |                       |   |
| 18          | Union North West Zone                                    | 10.1878   | (0.5793)              | 9.6085  |
| 19          | Union North East Zone                                    | 13.9075   | (1.3084)              | 12.5991   |
| 20          | Commodity and Fuel - Price Adjustment (Union North West) | 0.2386 (9)  | (1.2222)              | (0.9836) (9)  |
| 20          | Commodity and Fuel - Price Adjustment (Union North East) | 0.6533 (9)  | (0.3452)              | 0.3081 (9)  |
| ~ '         |  | 0.0000 (0)  | (0.0402)              | 0.0001 (0)  |
| 22          | System Expansion Surcharge (if applicable)               | 23.0000   |                       | 23.0000   |
|             |  |   |                       |   |

Notes:

(1) Includes a temporary charge of 1.2219 cents/m<sup>3</sup> expiring March 31, 2018, and a temporary charge of 0.0644 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(2) Includes a temporary charge of 0.0644 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(3) Prospective Recovery of gas supply deferral accounts, a temporary charge of 0.7678 cents/m<sup>3</sup> expiring March 31, 2018, and a temporary charge of 0.0002 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(4) Prospective Recovery of gas supply deferral accounts, a temporary charge of 0.7678 cents/m<sup>3</sup> expiring March 31, 2018, and a temporary charge of 0.0067 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(5) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.0002 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(6) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.0067 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(7) Includes a temporary charge of 0.0493 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(8) Includes a temporary charge of 0.0787 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(9) Prospective Recovery of gas supply deferral accounts, and a temporary credit of (0.0002) cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

#### UNION GAS LIMITED Union North Summary of Changes to Sales Rates Rate 10 - Large Volume General Firm Service

| Line<br>No. | Particulars (cents/m <sup>3</sup> )                      | EB-2017-0087<br>Approved<br>January 1, 2018<br><u>Rate</u><br>(a) | Rate<br>Change<br>(b) | EB-2018-0104<br>Approved<br>April 1, 2018<br><u>Rate</u><br>(c) |
|-------------|--|---|-----------------------|---|
| 1           | Monthly Charge - All Zones                               | \$70.00   |                       | \$70.00   |
|             | Monthly Delivery Charge - All Zones                      |   |                       |   |
| 2           | First 1,000 m <sup>3</sup>                               | 7.9111  | (0.0322)              | 7.8789  |
| 3           | Next 9,000 m <sup>3</sup>                                | 6.4255  | (0.0322)              | 6.3933  |
| 4           | Next 20,000 m <sup>3</sup>                               | 5.7547  | (0.0322)              | 5.7225  |
| 5           | Next 70,000 m <sup>3</sup>                               | 5.1955  | (0.0322)              | 5.1633  |
| 6           | Over 100,000 m <sup>3</sup>                              | 3.0770  | (0.0322)              | 3.0448  |
| 7           | Delivery - Price Adjustment (All Volumes)                | 1.1261 (1)  | (1.0857)              | 0.0404 (2)  |
|             | Cap-and-Trade Charges                                    |   |                       |   |
| 8           | Cap-and-Trade Customer-Related Charge                    | 3.3181  |                       | 3.3181  |
| 9           | Cap-and-Trade Facility-Related Charge                    | 0.0240  |                       | 0.0240  |
|             | Gas Transportation Service                               |   |                       |   |
| 10          | Union North West Zone                                    | 6.0030  | (0.1674)              | 5.8356  |
| 11          | Union North East Zone                                    | 2.7757  | (0.2602)              | 2.5155  |
| 12          | Transportation - Price Adjustment (Union North West)     | 0.7845 (3)  | (0.7405)              | 0.0440 (5)  |
| 13          | Transportation - Price Adjustment (Union North East)     | 0.9611 (4)  | (0.8731)              | 0.0880 (6)  |
|             | Storage Service  |   |                       |   |
| 14          | Union North West Zone                                    | 1.7062  | (0.0510)              | 1.6552  |
| 15          | Union North East Zone                                    | 4.9800  | (0.4303)              | 4.5497  |
| 16          | Storage - Price Adjustment (Union North West)            | 0.0316 (7)  |                       | 0.0316 (7)  |
| 17          | Storage - Price Adjustment (Union North East)            | 0.0502 (8)  |                       | 0.0502 (8)  |
|             | Commodity Cost of Gas and Fuel                           |   |                       |   |
| 18          | Union North West Zone                                    | 10.1878   | (0.5793)              | 9.6085  |
| 19          | Union North East Zone                                    | 13.9075   | (1.3084)              | 12.5991   |
| 20          | Commodity and Fuel - Price Adjustment (Union North West) | 0.2386 (9)  | (1.2222)              | (0.9836) (9)  |
| 20          | Commodity and Fuel - Price Adjustment (Union North East) | 0.6533 (9)  | (0.3452)              | 0.3081 (9)  |
|             |  |   | /                     | (-)   |
| 22          | System Expansion Surcharge (if applicable)               | 23.0000   |                       | 23.0000   |

Notes:

(1) Includes a temporary charge of 1.0857 cents/m<sup>3</sup> expiring March 31, 2018, and a temporary charge of 0.0404 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(2) Includes a temporary charge of 0.0404 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(3) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.8439 cents/m<sup>3</sup> expiring March 31, 2018.

(4) Prospective Recovery of gas supply deferral accounts, a temporary charge of 0.8439 cents/m<sup>3</sup> expiring March 31, 2018, and a temporary charge of 0.0027 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(5) Prospective Recovery of gas supply deferral accounts.

(6) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.0027 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(7) Includes a temporary charge of 0.0316 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(8) Includes a temporary charge of 0.0502 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(9) Prospective Recovery of gas supply deferral accounts, and a temporary credit of (0.0002) cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

# UNION GAS LIMITED Union North Summary of Changes to Sales Rates Rate 20 - Medium Volume Firm Service

|             |  | Service   |                |   |
|-------------|--|---|----------------|---|
| Line<br>No. | Particulars (cents/m³)                                   | EB-2017-0087<br>Approved<br>January 1, 2018<br>Rate | Rate<br>Change | EB-2018-0104<br>Approved<br>April 1, 2018<br>Rate |
|             | ,  | (a)   | (b)            | (c)   |
| 1           | Monthly Charge   | \$860.69  |                | \$860.69  |
|             | Delivery Demand Charge                                   |   |                |   |
| 2           | First 70,000 m <sup>3</sup>                              | 28.6515   |                | 28.6515   |
| 3           | All over 70,000 m <sup>3</sup>                           | 16.8485   |                | 16.8485   |
|             | Delivery Commodity Charge                                |   |                |   |
| 4           | First 852,000 m <sup>3</sup>                             | 0.5403  | (0.0059)       | 0.5344  |
| 5           | All over 852,000 m <sup>3</sup>                          | 0.3862  | (0.0059)       | 0.3803  |
|             | Cap-and-Trade Charges                                    |   |                |   |
| 6           | Cap-and-Trade Customer-Related Charge                    | 3.3181  |                | 3.3181  |
| 7           | Cap-and-Trade Facility-Related Charge                    | 0.0240  |                | 0.0240  |
|             | Monthly Gas Supply Demand Charge                         |   |                |   |
| 8           | Union North West Zone                                    | 57.2390   | (1.3437)       | 55.8953   |
| 9           | Union North East Zone                                    | 50.8879   | (3.3847)       | 47.5032   |
| 10          | Gas Supply Demand - Price Adjustment (All Zones)         | -   |                | -   |
|             | Commodity Transportation 1                               |   |                |   |
| 11          | Union North West Zone                                    | 3.6204  | (0.1118)       | 3.5086  |
| 12          | Union North East Zone                                    | 2.6441  | (0.4315)       | 2.2126  |
| 13          | Transportation 1 - Price Adjustment (Union North West)   | (0.0449) (1)  | 0.1004         | 0.0555 (1)  |
| 14          | Transportation 1 - Price Adjustment (Union North East)   | 0.1290 (1)  | (0.0322)       | 0.0968 (1)  |
|             | Commodity Transportation 2                               |   |                |   |
| 15          | Union North West Zone                                    | -   |                | -   |
| 16          | Union North East Zone                                    | -   |                | -   |
|             | Commodity Cost of Gas and Fuel                           |   |                |   |
| 17          | Union North West Zone                                    | 9.9157  | (0.5494)       | 9.3663  |
| 18          | Union North East Zone                                    | 13.5342   | (1.2542)       | 12.2800   |
| 19          | Commodity and Fuel - Price Adjustment (Union North West) | 0.2388 (1)  | (1.2222)       | (0.9834) (1)                                      |
| 20          | Commodity and Fuel - Price Adjustment (Union North East) | 0.6535 (1)  | (0.3452)       | 0.3083 (1)  |
|             | Bundled Storage Service (\$/GJ)                          |   |                |   |
| 21          | Monthly Demand Charge                                    | 20.569  | (1.476)        | 19.093  |
| 22          | Commodity Charge   | 0.208   | (0.002)        | 0.206   |
| 23          | Storage Demand - Price Adjustment                        |   |                |   |
|             |  |   |                |   |

Notes: (1) Prospective Recovery of gas supply deferral accounts.

# UNION GAS LIMITED Union North Summary of Changes to Sales Rates Rate 100 - Large Volume High Load Factor Firm Service

| Line<br>No. | Particulars (cents/m³)   | EB-2017-0087<br>Approved<br>January 1, 2018<br>Rate<br>(a) | Rate<br>Change<br>(b) | EB-2018-0104<br>Approved<br>April 1, 2018<br>Rate<br>(c) |
|-------------|--|--|-----------------------|--|
| 1           | Monthly Charge   | \$1,341.41   |                       | \$1,341.41   |
| 2           | Delivery Demand Charge<br>All Zones  | 15.0877  |                       | 15.0877  |
| 3           | Delivery Commodity Charge<br>All Zones   | 0.2200   | (0.0001)              | 0.2199   |
| 4<br>5      | Cap-and-Trade Charges<br>Cap-and-Trade Customer-Related Charge<br>Cap-and-Trade Facility-Related Charge              | 3.3181<br>0.0240   |                       | 3.3181<br>0.0240   |
| 6<br>7      | Monthly Gas Supply Demand Charge<br>Union North West Zone<br>Union North East Zone                                   | 112.8323<br>160.7242                                       | (3.2907)<br>(6.3775)  | 109.5416<br>154.3467                                     |
| 8           | Gas Supply Demand - Price Adjustment (All Zones)   | -  |                       | -  |
| 9<br>10     | Commodity Transportation 1<br>Union North West Zone<br>Union North East Zone   | 6.3322<br>9.1957   | (0.1846)<br>(0.3649)  | 6.1476<br>8.8308   |
| 11<br>12    | Transportation 1 - Price Adjustment (Union North West)<br>Transportation 1 - Price Adjustment (Union North East)     | -  |                       |  |
| 13<br>14    | Commodity Transportation 2<br>Union North West Zone<br>Union North East Zone   | -  |                       |  |
| 15<br>16    | Commodity Cost of Gas and Fuel<br>Union North West Zone<br>Union North East Zone                                     | 9.9157<br>13.5342  | (0.5494)<br>(1.2542)  | 9.3663<br>12.2800  |
| 17<br>18    | Commodity and Fuel - Price Adjustment (Union North West)<br>Commodity and Fuel - Price Adjustment (Union North East) | 0.2388 (1)<br>0.6535 (1)                                   | (1.2222)<br>(0.3452)  | (0.9834) (1)<br>0.3083 (1)                               |
| 19<br>20    | Bundled Storage Service (\$/GJ)<br>Monthly Demand Charge<br>Commodity Charge   | 20.569<br>0.208  | (1.476)<br>(0.002)    | 19.093<br>0.206  |
| 21          | Storage Demand - Price Adjustment  | -  |                       | -  |

Notes: (1) Prospective Recovery of gas supply deferral accounts.

| Line<br>No. | Particulars (cents/m³)                       | EB-2017-0087<br>Approved<br>January 1, 2018<br>Rate<br>(a) | Rate<br>Change<br>(b) | EB-2018-0104<br>Approved<br>April 1, 2018<br>Rate<br>(c) |
|-------------|--|--|-----------------------|--|
|             | Rate 25 - Large Volume Interruptible Service |  |                       |  |
| 1           | Monthly Charge                               | \$289.76   |                       | \$289.76   |
|             | Delivery Charge - All Zones (1)              |  |                       |  |
| 2           | Maximum                                      | 5.2529   | (0.0290)              | 5.2239   |
|             | Cap-and-Trade Charges                        |  |                       |  |
| 3           | Cap-and-Trade Customer-Related Charge        | 3.3181   |                       | 3.3181   |
| 4           | Cap-and-Trade Facility-Related Charge        | 0.0240   |                       | 0.0240   |
|             | Gas Supply Charges - All Zones               |  |                       |  |
| 5           | Minimum                                      | 1.4848   |                       | 1.4848   |
| 6           | Maximum                                      | 675.9484   |                       | 675.9484   |

<u>Notes:</u> (1) Refer to Appendix C.

| Line<br>No. | Particulars (cents/m <sup>3</sup> )   | EB-2017-0087<br>Approved<br>January 1, 2018<br><u>Rate</u><br>(a) | Rate<br>Change<br>(b) | EB-2018-0104<br>Approved<br>April 1, 2018<br><u>Rate</u><br>(c) |
|-------------|---|---|-----------------------|---|
|             | <u>Utility Sales</u>  |   |                       |   |
| 1           | Commodity and Fuel  | 13.6251   | (1.3084)              | 12.3167   |
| 2           | Commodity and Fuel - Price Adjustment   | 2.2891 (1)  | (0.6731)              | 1.6160 (2)  |
| 3           | Transportation  | <u> </u>  |                       | -   |
| 4           | Total Gas Supply Commodity Charge   | 15.9142   | (1.9815)              | 13.9327   |
|             | M4 Firm Commercial/Industrial   |   |                       |   |
| 5           | Minimum annual gas supply commodity charge                                    | 0.1893  |                       | 0.1893  |
|             | M4 / M5A Interruptible Commercial/Industrial                                  |   |                       |   |
| 6           | Minimum annual gas supply commodity charge                                    | 0.1893  |                       | 0.1893  |
|             | Storage and Transportation Supplemental Services - Rate T1, Rate T2 & Rate T3 | <u>\$/GJ</u>  |                       | <u>\$/GJ</u>  |
|             | Monthly demand charges: (\$/GJ)   |   |                       |   |
| 7           | Firm gas supply service   | 60.300  | (2.702)               | 57.598  |
| 8           | Firm backstop gas   | 1.523   | (0.099)               | 1.424   |
|             | Commodity charges:  |   |                       |   |
| 9           | Gas supply  | 3.522   | (0.331)               | 3.191   |
| 10          | Backstop gas  | 3.974   | (0.336)               | 3.638   |
| 11          | Reasonable Efforts Backstop Gas   | 5.000   | (0.334)               | 4.665   |
| 12          | Supplemental Inventory  | Note (3)  |                       | Note (3)  |
| 13          | Supplemental Gas Sales Service (cents/m³)                                     | 16.7277   | (1.3950)              | 15.3327   |
| 14          | Failure to Deliver  | 2.829   | (0.001)               | 2.828   |
| 15          | Discretionary Gas Supply Service (DGSS)                                       | Note (4)  |                       | Note (4)  |
|             |   |   |                       |   |

Notes:

(1) Prospective Recovery of gas supply deferral accounts, a temporary charge of 0.2371 cents/m<sup>3</sup> expiring March 31, 2018, and a temporary credit of (0.0002) cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

Prospective Recovery of gas supply deferral accounts, and a temporary credit of (0.0002) cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018. (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

(3) in which gas is sold under this rate and shall not be less than Union's approved weighted average cost of gas.

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

| Line<br>No. | Particulars (cents/m³)                      | EB-2017-0087<br>Approved<br>January 1, 2018<br><u>Rate</u><br>(a) | Rate<br>Change<br>(b) | EB-2018-0104<br>Approved<br>April 1, 2018<br><u>Rate</u><br>(c) |
|-------------|---|---|-----------------------|---|
|             | Rate M1 - Small Volume General Service Rate |   | (-)                   |   |
| 1           | Monthly Charge                              | \$21.00   |                       | \$21.00   |
| 2           | First 100 m <sup>3</sup>                    | 5.0911  | (0.0220)              | 5.0691  |
| 3           | Next 150 m <sup>3</sup>                     | 4.8271  | (0.0220)              | 4.8051  |
| 4           | All over 250 m <sup>3</sup>                 | 4.1448  | (0.0220)              | 4.1228  |
| 5           | Delivery - Price Adjustment (All Volumes)   | 0.5968 (1)  | (0.5143)              | 0.0825 (2)  |
|             | Cap-and-Trade Charges                       |   |                       |   |
| 6           | Cap-and-Trade Customer-Related Charge       | 3.3181  |                       | 3.3181  |
| 7           | Cap-and-Trade Facility-Related Charge       | 0.0240  |                       | 0.0240  |
| 8           | Storage Service                             | 0.7331  |                       | 0.7331  |
| 9           | Storage - Price Adjustment                  | 0.0039 (3)  |                       | 0.0039 (3)  |
| 10          | System Expansion Surcharge (if applicable)  | 23.0000   |                       | 23.0000   |
|             | Rate M2 - Large Volume General Service Rate |   |                       |   |
| 11          | Monthly Charge                              | \$70.00   |                       | \$70.00   |
| 12          | First 1,000 m <sup>3</sup>                  | 5.0630  | (0.0192)              | 5.0438  |
| 13          | Next 6,000 m <sup>3</sup>                   | 4.9670  | (0.0192)              | 4.9478  |
| 14          | Next 13,000 m <sup>3</sup>                  | 4.7855  | (0.0192)              | 4.7663  |
| 15          | All over 20,000 m <sup>3</sup>              | 4.4347  | (0.0192)              | 4.4155  |
| 16          | Delivery - Price Adjustment (All Volumes)   | 0.4217 (4)  | (0.3363)              | 0.0854 (5)  |
|             | Cap-and-Trade Charges                       |   |                       |   |
| 17          | Cap-and-Trade Customer-Related Charge       | 3.3181  |                       | 3.3181  |
| 18          | Cap-and-Trade Facility-Related Charge       | 0.0240  |                       | 0.0240  |
| 19          | Storage Service                             | 0.6483  |                       | 0.6483  |
| 20          | Storage - Price Adjustment                  | 0.0049 (6)  |                       | 0.0049 (6)  |
| 21          | System Expansion Surcharge (if applicable)  | 23.0000   |                       | 23.0000   |

Notes:

Includes a temporary charge of 0.5143 cents/m<sup>3</sup> expiring March 31, 2018, and a temporary charge of 0.0825 cents/m<sup>3</sup> for the period February 1, 2018 to December (1) 31, 2018.

(2) Includes a temporary charge of 0.0825 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(3) Includes a temporary charge of 0.0039 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(4) Includes a temporary charge of 0.3363 cents/m<sup>3</sup> expiring March 31, 2018, and a temporary charge of 0.0854 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(5) Includes a temporary charge of 0.0854 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(6) Includes a temporary charge of 0.0049 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

| Line<br>No. | Particulars (cents/m³)   | Approved<br>January 1, 2018<br><u>Rate</u><br>(a) | Rate<br>Change<br>(b) | EB-2018-0104<br>Approved<br>April 1, 2018<br><u>Rate</u><br>(c) |
|-------------|--|---|-----------------------|---|
|             |  |   | (6)                   | (0)   |
|             | Rate M4 - Firm comm/ind contract rate  |   |                       |   |
|             | Monthly demand charge:   |   |                       |   |
| 1           | First 8,450 m <sup>3</sup>   | 61.7447   |                       | 61.7447   |
| 2           | Next 19,700 m <sup>3</sup>   | 27.6848   |                       | 27.6848   |
| 3           | All over 28,150 m <sup>3</sup>   | 23.2590   |                       | 23.2590   |
|             | Monthly delivery commodity charge:   |   |                       |   |
| 4           | First block  | 1.5591  | (0.0200)              | 1.5391  |
| 5           | All remaining use  | 0.5996  | (0.0200)              | 0.5796  |
| 6           | Delivery - Price Adjustment (All Volumes)                                      | -   |                       | -   |
|             | Cap-and-Trade Charges  |   |                       |   |
| 7           | Cap-and-Trade Customer-Related Charge  | 3.3181  |                       | 3.3181  |
| 8           | Cap-and-Trade Facility-Related Charge  | 0.0240  |                       | 0.0240  |
| 9           | Minimum annual firm delivery commodity charge                                  | 1.7484  | (0.0200)              | 1.7284  |
| Ū           |  |   | (0.0200)              |   |
| 10          | Interruptible contracts (1)<br>Monthly Charge                                  | \$644.34  |                       | \$644.34  |
| 10          | Daily delivery commodity charge:   | \$044.34  |                       | <b>Ф044.34</b>  |
| 11          | $2,400 \text{ m}^3$ to $17,000 \text{ m}^3$                                    | 3.0363  | (0.0192)              | 3.0171  |
| 12          | 17,000 m <sup>3</sup> to 30,000 m <sup>3</sup>                                 | 2.9064  | (0.0192)              | 2.8872  |
| 13          | 30,000 m <sup>3</sup> to 50,000 m <sup>3</sup>                                 | 2.8381  | (0.0192)              | 2.8189  |
| 14          | 50,000 m <sup>3</sup> to 60,000 m <sup>3</sup>                                 | 2.7902  | (0.0192)              | 2.7710  |
| 15          | Delivery - Price Adjustment (All Volumes)                                      | -   |                       | -   |
|             |  |   |                       |   |
| 10          | Cap-and-Trade Charges  | 2 24 94   |                       | 2 24 24   |
| 16<br>17    | Cap-and-Trade Customer-Related Charge<br>Cap-and-Trade Facility-Related Charge | 3.3181<br>0.0240                                  |                       | 3.3181<br>0.0240  |
| 17          | Cap-and- made Facility-Related Charge  | 0.0240  |                       | 0.0240  |
| 18          | Minimum annual interruptible delivery commodity charge                         | 3.2256  | (0.0192)              | 3.2064  |
|             | Rate M5A - interruptible comm/ind contract                                     |   |                       |   |
|             | Firm contracts (1)   |   |                       |   |
| 19          | Monthly demand charge  | 34.4858   |                       | 34.4858   |
| 20          | Monthly delivery commodity charge  | 2.3525  | (0.0192)              | 2.3333  |
| 21          | Delivery - Price Adjustment (All Volumes)                                      | -   |                       | -   |
|             | Cap-and-Trade Charges  |   |                       |   |
| 22          | Cap-and-Trade Customer-Related Charge  | 3.3181  |                       | 3.3181  |
| 23          | Cap-and-Trade Facility-Related Charge  | 0.0240  |                       | 0.0240  |
|             | Interruptible contracts (1)  |   |                       |   |
| 24          | Monthly Charge   | \$644.34  |                       | \$644.34  |
|             | Daily delivery commodity charge:   |   |                       |   |
| 25          | 2,400 m <sup>3</sup> to 17,000 m <sup>3</sup>                                  | 3.0363  | (0.0192)              | 3.0171  |
| 26          | 17,000 m <sup>3</sup> to 30,000 m <sup>3</sup>                                 | 2.9064  | (0.0192)              | 2.8872  |
| 27          | 30,000 m <sup>3</sup> to 50,000 m <sup>3</sup>                                 | 2.8381  | (0.0192)              | 2.8189  |
| 28          | 50,000 m <sup>3</sup> to 60,000 m <sup>3</sup>                                 | 2.7902  | (0.0192)              | 2.7710  |
| 29          | Delivery - Price Adjustment (All Volumes)                                      | -   |                       | -   |
|             | Cap-and-Trade Charges  |   |                       |   |
| 30          | Cap-and-Trade Customer-Related Charge  | 3.3181  |                       | 3.3181  |
| 31          | Cap-and-Trade Facility-Related Charge  | 0.0240  |                       | 0.0240  |
| 32          | Minimum annual interruptible delivery commodity charge                         | 3.2256  | (0.0192)              | 3.2064  |
| 02          |  | 0.2200  | (0.0102)              | 0.200 r   |

Notes: (1) Price changes to individual interruptible and seasonal contract rates are provided in Appendix C.

| Line<br>No. | Particulars (cents/m <sup>3</sup> )     | EB-2017-0087<br>Approved<br>January 1, 2018<br><u>Rate</u><br>(a) | Rate<br>Change<br>(b) | EB-2018-0104<br>Approved<br>April 1, 2018<br>Rate<br>(c) |
|-------------|---|---|-----------------------|--|
|             | Rate M7 - Special large volume contract |   |                       |  |
|             | Firm                                    |   |                       |  |
| 1           | Monthly demand charge                   | 34.6517   |                       | 34.6517  |
| 2           | Monthly delivery commodity charge       | 0.3539  | (0.0211)              | 0.3328   |
| 3           | Delivery - Price Adjustment             | -   |                       | -  |
|             | Interruptible (1)                       |   |                       |  |
|             | Monthly delivery commodity charge:      |   |                       |  |
| 4           | Maximum                                 | 6.4501  | (0.0211)              | 6.4290   |
| 5           | Delivery - Price Adjustment             |   |                       | -  |
|             | Seasonal (1)                            |   |                       |  |
| _           | Monthly delivery commodity charge:      |   | <i>(</i> )            |  |
| 6           | Maximum                                 | 6.2060  | (0.0211)              | 6.1849   |
| 7           | Delivery - Price Adjustment             |   |                       | -  |
|             | Cap-and-Trade Charges                   |   |                       |  |
| 8           | Cap-and-Trade Customer-Related Charge   | 3.3181  |                       | 3.3181   |
| 9           | Cap-and-Trade Facility-Related Charge   | 0.0240  |                       | 0.0240   |
|             | Rate M9 - Large wholesale service       |   |                       |  |
| 10          | Monthly demand charge                   | 23.5428   |                       | 23.5428  |
| 11          | Monthly delivery commodity charge       | 0.1723  | (0.0179)              | 0.1544   |
| 12          | Delivery - Price Adjustment             | -   |                       | -  |
|             | Cap-and-Trade Charges                   |   |                       |  |
| 13          | Cap-and-Trade Facility-Related Charge   | 0.0240  |                       | 0.0240   |
|             | Rate M10 - Small wholesale service      | 7 / 700   |                       | 7 4 405  |
| 14          | Monthly delivery commodity charge       | 7.1728  | (0.0243)              | 7.1485   |
|             | Cap-and-Trade Charges                   |   |                       |  |
| 15          | Cap-and-Trade Facility-Related Charge   | 0.0240  |                       | 0.0240   |
|             |   |   |                       |  |

Notes: (1) Price changes to individual interruptible and seasonal contract rates are provided in Appendix C.

## UNION GAS LIMITED Union South Summary of Changes to Contract Carriage Rates

| Line<br>No. | Particulars (cents/m³)   | EB-2017-0087<br>Approved<br>January 1, 2018<br>Rate | Rate<br>Change       | EB-2018-0104<br>Approved<br>April 1, 2018<br>Rate |
|-------------|--|---|----------------------|---|
|             |  | (a)   | (b)                  | (c)   |
|             | Contract Carriage Service  |   |                      |   |
|             | Rate T1 - Storage and Transportation   |   |                      |   |
|             |  |   |                      |   |
|             | Storage (\$ / GJ)  |   |                      |   |
|             | Monthly demand charges:  |   |                      |   |
| 1           | Firm space   | 0.011   |                      | 0.011   |
| •           | Firm Injection/Withdrawal Right  |   | (0,000)              | 4 400   |
| 2           | Union provides deliverability inventory  | 1.455   | (0.026)              | 1.429   |
| 3<br>4      | Customer provides deliverability inventory<br>Firm incremental injection         | 1.184<br>1.184                                      |                      | 1.184<br>1.184                                    |
| 4<br>5      | Interruptible withdrawal   | 1.184   |                      | 1.184   |
| 5           |  | 1.104   |                      | 1.104   |
|             | Commodity charges:   |   |                      |   |
| 6           | Withdrawal   | 0.022   | (0.001)              | 0.021   |
| 7           | Customer provides compressor fuel  | 0.008   |                      | 0.008   |
| 8           | Injection  | 0.022   | (0.001)              | 0.021   |
| 9           | Customer provides compressor fuel  | 0.008   |                      | 0.008   |
| 10          | Storage fuel ratio - customer provides fuel                                      | 0.408%  |                      | 0.408%  |
|             | Transportation (cents / m <sup>3</sup> )   |   |                      |   |
| 11          | Monthly demand charge first 28,150 m <sup>3</sup>                                | 40.5921   |                      | 40.5921   |
| 12          | Monthly demand charge next 112,720 m <sup>3</sup>                                | 28.0445   |                      | 28.0445   |
|             |  | 2010110   |                      | 2010 1 10   |
|             | Firm commodity charges:  |   |                      |   |
| 13          | Union provides compressor fuel - All volumes                                     | 0.1552  | (0.0042)             | 0.1510  |
| 14          | Customer provides compressor fuel - All volumes                                  | 0.1109  |                      | 0.1109  |
|             |  |   |                      |   |
| 15          | Interruptible commodity charges: (1)<br>Maximum - Union provides compressor fuel | C 4501  | (0.0211)             | 6 4000  |
| 15<br>16    | Maximum - customer provides compressor fuel                                      | 6.4501<br>6.4058                                    | (0.0211)<br>(0.0169) | 6.4290<br>6.3889                                  |
| 10          | Maximum - customer provides compressor ruer                                      | 0.4000  | (0.0109)             | 0.0009  |
|             | Cap-and-Trade Charges  |   |                      |   |
| 17          | Cap-and-Trade Customer-Related Charge  | 3.3181  |                      | 3.3181  |
| 18          | Cap-and-Trade Facility-Related Charge  | 0.0240  |                      | 0.0240  |
|             |  |   |                      |   |
| 19          | Transportation fuel ratio - customer provides fuel                               | 0.323%  |                      | 0.323%  |
|             |  |   |                      |   |
|             | Authorized overrun services  |   |                      |   |
|             | Storage (\$ / GJ)  |   |                      |   |
|             | Commodity charges  |   |                      |   |
| 20          | Injection / Withdrawals  | 0.087   | (0.004)              | 0.083   |
| 21          | Customer provides compressor fuel  | 0.056   | (0.001)              | 0.055   |
|             |  |   |                      |   |
| ~~          |  |   |                      | ,   |
| 22          | Transportation commodity charge (cents/m <sup>3</sup> )                          | 1.4897  | (0.0042)             | 1.4855  |
| 23          | Customer provides compressor fuel  | 1.4454  |                      | 1.4454  |
| 24          | Monthly Charge   | \$1,896.28  |                      | \$1,896.28  |
| <b>L</b> T  | monany ondigo  | ψ1,000.20   |                      | ψ1,000.20   |
|             |  |   |                      |   |

Notes: (1) Price changes to individual interruptible contract rates are provided in Appendix C.

## UNION GAS LIMITED Union South Summary of Changes to Contract Carriage Rates

| Line<br>No. | Particulars (cents/m³)  | EB-2017-0087<br>Approved<br>January 1, 2018<br>Rate | Rate<br>Change | EB-2018-0104<br>Approved<br>April 1, 2018<br>Rate |
|-------------|---|---|----------------|---|
|             |   | (a)   | (b)            | (c)   |
|             | Contract Carriage Service<br>Rate T2 - Storage and Transportation                               |   |                |   |
|             | Storage (\$ / GJ)   |   |                |   |
|             | Monthly demand charges:   | 0.014   |                | 0.014   |
| 1           | Firm space<br>Firm Injection/Withdrawal Right   | 0.011   |                | 0.011   |
| 2           | Union provides deliverability inventory   | 1.455   | (0.026)        | 1.429   |
| 3           | Customer provides deliverability inventory  | 1.184   | (0.020)        | 1.184   |
| 4           | Firm incremental injection  | 1.184   |                | 1.184   |
| 5           | Interruptible withdrawal  | 1.184   |                | 1.184   |
|             |   |   |                |   |
|             | Commodity charges:  |   |                |   |
| 6           | Withdrawal  | 0.022   | (0.001)        | 0.021   |
| 7           | Customer provides compressor fuel   | 0.008   | (0.004)        | 0.008   |
| 8           | Injection   | 0.022<br>0.008                                      | (0.001)        | 0.021   |
| 9<br>10     | Customer provides compressor fuel<br>Storage fuel ratio - customer provides fuel                | 0.008   |                | 0.008<br>0.408%                                   |
| 10          | Storage rue ratio - customer provides rue   | 0.408 %   |                | 0.40076   |
|             | Transportation (cents / m <sup>3</sup> )  |   |                |   |
| 11          | Monthly demand charge first 140,870 m <sup>3</sup>  | 32.0198   |                | 32.0198   |
| 12          | Monthly demand charge all over 140,870 m <sup>3</sup>   | 16.9369   |                | 16.9369   |
|             |   |   |                |   |
| 40          | Firm commodity charges:   | 0.0074  | (0,0000)       | 0.0000  |
| 13<br>14    | Union provides compressor fuel - All volumes<br>Customer provides compressor fuel - All volumes | 0.0671<br>0.0266                                    | (0.0039)       | 0.0632<br>0.0266                                  |
| 14          | Customer provides compressor fuer - Air volumes   | 0.0208  |                | 0.0200  |
|             | Interruptible commodity charges: (1)  |   |                |   |
| 15          | Maximum - Union provides compressor fuel  | 6.4501  | (0.0211)       | 6.4290  |
| 16          | Maximum - customer provides compressor fuel   | 6.4096  | (0.0172)       | 6.3924  |
|             |   |   |                |   |
| . –         | Cap-and-Trade Charges   |   |                |   |
| 17          | Cap-and-Trade Customer-Related Charge   | 3.3181  |                | 3.3181  |
| 18          | Cap-and-Trade Facility-Related Charge   | 0.0240  |                | 0.0240  |
| 19          | Transportation fuel ratio - customer provides fuel  | 0.295%  |                | 0.295%  |
|             | Authorized overrun services   |   |                |   |
|             | Storage (\$ / GJ)   |   |                |   |
|             | Commodity charges   |   |                |   |
| 20          | Injection / Withdrawals   | 0.087   | (0.004)        | 0.083   |
| 21          | Customer provides compressor fuel   | 0.056   | (0.001)        | 0.055   |
|             |   |   |                |   |
| 00          |   | 1 1100  | (0.0000)       | 4 4450  |
| 22          | Transportation commodity charge (cents/m <sup>3</sup> )   | 1.1198  | (0.0039)       | 1.1159  |
| 23          | Customer provides compressor fuel   | 1.0793  |                | 1.0793  |
| 24          | Monthly Charge  | \$5,440.88  |                | \$5,440.88  |
|             |   | φο, ποιοσ   |                | <i>40,110,00</i>                                  |

Notes: (1) Price changes to individual interruptible contract rates are provided in Appendix C.

#### UNION GAS LIMITED Union South Summary of Changes to Contract Carriage Rates

| Line<br>No. | Particulars (cents/m³)  | EB-2017-0087<br>Approved<br>January 1, 2018<br><u>Rate</u><br>(a) | Rate<br><u>Change</u><br>(b) | EB-2018-0104<br>Approved<br>April 1, 2018<br><u>Rate</u><br>(c) |
|-------------|---|---|------------------------------|---|
|             | Rate T3 - Storage and Transportation  |   |                              |   |
|             | Storage (\$ / GJ)   |   |                              |   |
| 4           | Monthly demand charges:   | 0.011   |                              | 0.014   |
| 1           | Firm space<br>Firm Injection/Withdrawal Right   | 0.011   |                              | 0.011   |
| 2           | Union provides deliverability inventory   | 1.455   | (0.026)                      | 1.429   |
| 3           | Customer provides deliverability inventory  | 1.184   |                              | 1.184   |
| 4           | Firm incremental injection  | 1.184   |                              | 1.184   |
| 5           | Interruptible withdrawal  | 1.184   |                              | 1.184   |
|             | Commodity charges:  |   |                              |   |
| 6           | Withdrawal  | 0.022   | (0.001)                      | 0.021   |
| 7           | Customer provides compressor fuel   | 0.008   |                              | 0.008   |
| 8           | Injection   | 0.022   | (0.001)                      | 0.021   |
| 9<br>10     | Customer provides compressor fuel<br>Storage fuel ratio - Customer provides fuel                | 0.008<br>0.408%   |                              | 0.008<br>0.408%   |
| 10          | Storage rue ratio - Customer provides ruer  | 0.408%  |                              | 0.408%  |
|             | <u>Transportation (cents / m<sup>3</sup>)</u>   | 17.0000   |                              | 17 0000   |
| 11<br>12    | Monthly demand charge   | 17.9898   | (0.0054)                     | 17.9898   |
| 12          | Union provides compressor fuel - All volumes<br>Customer provides compressor fuel - All volumes | 0.1232<br>0.0667  | (0.0054)                     | 0.1178<br>0.0667  |
| 10          |   | 0.0007  |                              | 0.0007  |
|             | Cap-and-Trade Charges   |   |                              |   |
| 14          | Cap-and-Trade Facility-Related Charge   | 0.0240  |                              | 0.0240  |
| 15          | Transportation fuel ratio - Customer provides fuel  | 0.412%  |                              | 0.412%  |
|             | Authorized overrun services   |   |                              |   |
|             | Storage (\$ / GJ)   |   |                              |   |
|             | Commodity charges   |   |                              |   |
| 16          | Injection / Withdrawals   | 0.087   | (0.004)                      | 0.083   |
| 17          | Customer provides compressor fuel   | 0.056   | (0.001)                      | 0.055   |
| 18          | Transportation commodity charge (cents/m <sup>3</sup> )   | 0.7146  | (0.0054)                     | 0.7092  |
| 19          | Customer provides compressor fuel   | 0.6581  |                              | 0.6581  |
|             | Monthly Charge  |   |                              |   |
| 20          | City of Kitchener   | \$19,843.96   |                              | \$19,843.96   |
| 21<br>22    | Natural Resource Gas<br>Six Nations   | \$3,046.25<br>\$1,015,42  |                              | \$3,046.25<br>\$1,015,42  |
| 22          | SIX MALIUNS   | \$1,015.42  |                              | \$1,015.42  |

| Line<br>No. | Particulars (cents/m³)  | EB-2017-0087<br>Approved<br>January 1, 2018<br>Rate<br>(a) | Rate<br>Change<br>(b) | EB-2018-0104<br>Approved<br>April 1, 2018<br>Rate<br>(c) |
|-------------|---|--|-----------------------|--|
|             | U2 Unbundled Service  |  |                       |  |
|             | Storage (\$ / GJ)   |  |                       |  |
|             | Monthly demand charges:   |  |                       |  |
|             | Standard Storage Service (SSS)  | 0.000  |                       | 0.000  |
| 1           | Combined Firm Space & Deliverability<br>Standard Peaking Service (SPS)        | 0.023  |                       | 0.023  |
| 2           | Combined Firm Space & Deliverability  | 0.114  |                       | 0.114  |
| 2           | Combined Firm Space & Deliverability  | 0.114  |                       | 0.114  |
| 3           | Incremental firm injection right  | 1.028  |                       | 1.028  |
| 4           | Incremental firm withdrawal right   | 1.028  |                       | 1.028  |
|             | Commodity charges:  |  |                       |  |
| 5           | Injection customer provides compressor fuel                                   | 0.026  |                       | 0.026  |
| 6           | Withdrawal customer provides compressor fuel                                  | 0.026  |                       | 0.026  |
| 7           | Storage fuel ratio - Customer provides fuel                                   | 0.408%   |                       | 0.408%   |
|             | <u>Authorized overrun services</u><br>Storage (\$ / GJ)<br>Commodity charges: |  |                       |  |
| 8           | Injection customer provides compressor fuel                                   | 0.060  |                       | 0.060  |
| 9           | Withdrawal customer provides compressor fuel                                  | 0.060  |                       | 0.060  |
|             |   |  |                       |  |

## UNION GAS LIMITED Summary of Changes to Storage and Transportation Rates

| Line<br>No. | Particulars (\$/GJ)  | EB-2017-0087<br>Approved<br>January 1, 2018<br>Rate | Rate<br>Change | EB-2018-0104<br>Approved<br>April 1, 2018<br>Rate |
|-------------|--|---|----------------|---|
|             |  | (a)   | (b)            | (c)   |
|             |  |   |                |   |
|             | M12 Transportation Service                                       |   |                |   |
|             | Firm transportation  |   |                |   |
| 1           | Monthly demand charges:<br>Dawn to Kirkwall                      | 3.154   |                | 3.154   |
| 1<br>2      | Dawn to Parkway  | 3.716   |                | 3.716   |
| 2           | Kirkwall to Parkway  | 0.561   |                | 0.561   |
| 3<br>4      | F24-T  | 0.070   |                | 0.070   |
| 4           | M12-X Firm Transportation  | 0.070   |                | 0.070   |
| 5           | Between Dawn, Kirkwall and Parkway                               | 4.590   |                | 4.590   |
| 5           | Commodity charges:   | 4.590   |                | 4.390   |
| 6           | Easterly   | Note (1)  |                | Note (1)  |
| 7           | Westerly   | Note (1)  |                | Note (1)  |
| 8           | Parkway (TCPL / EGT) to Parkway (Cons) / Lisgar                  | Note (1)  |                | Note (1)  |
| 0           |  |   |                |   |
|             | Cap-and-Trade Facility-Related Charges:                          |   |                |   |
| 9           | Dawn to Kirkwall / Parkway (Cons) / Lisgar                       | 0.006   |                | 0.006   |
| 10          | Dawn to Parkway (TCPL / EGT)                                     | 0.006   |                | 0.006   |
| 11          | Kirkwall to Parkway (Cons) / Lisgar                              | 0.006   |                | 0.006   |
| 12          | Kirkwall to Parkway (TCPL / EGT)                                 | 0.006   |                | 0.006   |
| 13          | Parkway to Dawn / Kirkwall                                       | 0.006   |                | 0.006   |
| 14          | Kirkwall to Dawn   | 0.006   |                | 0.006   |
| 15          | Parkway (TCPL) to Parkway (Cons)                                 | 0.006   |                | 0.006   |
| 16          | Limited Firm/Interruptible<br>Monthly demand charges:<br>Maximum | 8.918   |                | 8.918   |
|             | Commodity charges :  |   |                |   |
| 17          | Others   | Note (1)  |                | Note (1)  |
|             |  |   |                |   |
|             | Authorized Overrun   |   |                |   |
|             | Transportation commodity charges:                                |   |                |   |
|             | Easterly:  |   |                |   |
| 18          | Dawn to Kirkwall - Union supplied fuel                           | Note (1)  |                | Note (1)  |
| 19          | Dawn to Parkway - Union supplied fuel                            | Note (1)  |                | Note (1)  |
| 20          | Kirkwall to Parkway - Union supplied fuel                        | Note (1)  |                | Note (1)  |
| 21          | Dawn to Kirkwall - Shipper supplied fuel                         | 0.104 (   |                | 0.104 (1)   |
| 22          | Dawn to Parkway - Shipper supplied fuel                          | 0.122 (   |                | 0.122 (1)   |
| 23          | Kirkwall to Parkway - Shipper supplied fuel                      | 0.018 (   | 1)             | 0.018 (1)   |
|             | M12-X Firm Transportation  |   |                |   |
| 24          | Between Dawn, Kirkwall and Parkway - Union supplied fuel         | Note (1)  |                | Note (1)  |
| 25          | Between Dawn, Kirkwall and Parkway - Shipper supplied fuel       | 0.151 (   | 1)             | 0.151 (1)   |
|             |  |   |                |   |
|             | M12 Transportation of Legally Draduced Cas                       |   |                |   |
| 00          | M13 Transportation of Locally Produced Gas                       | <b>*</b> 057 50                                     |                |   |
| 26          | Monthly fixed charge per customer station                        | \$957.58  |                | \$957.58  |
| 27          | Transmission commodity charge to Dawn                            | 0.035   | (0.004)        | 0.035   |
| 28          | Commodity charge - Union supplies fuel                           | 0.006<br>Note (2)                                   | (0.001)        | 0.005   |
| 29          | Commodity charge - Shipper supplies fuel                         | Note (2)  |                | Note (2)  |
| ~~          |  | 0.000   |                | 0.000   |
| 30          | Cap-and-Trade Facility-Related Charge                            | 0.006   |                | 0.006   |
| <u></u>     |  | 0.405   |                | 0.405   |
| 31          | Authorized Overrun - Union supplies fuel                         | 0.135   | 2)             | 0.135   |
| 32          | Authorized Overrun - Shipper supplies fuel                       | 0.130 (2  | <u>&lt;)</u>   | 0.130 (2)   |
|             |  |   |                |   |

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

(2) Plus customer supplied fuel per rate schedule.

#### UNION GAS LIMITED Summary of Changes to Storage and Transportation Rates

| Line<br>No. | Particulars (\$/GJ)  | EB-2017-0087<br>Approved<br>January 1, 2018<br>Rate<br>(a) | Rate<br>Change<br>(b) | EB-2018-0104<br>Approved<br>April 1, 2018<br>Rate<br>(c) |
|-------------|--|--|-----------------------|--|
|             | M16 Storage Transportation Service   |  | (6)                   |  |
| 1           | Monthly fixed charge per customer station<br>Monthly demand charges:   | \$1,523.40   |                       | \$1,523.40   |
| 2           | East of Dawn   | 0.774  |                       | 0.774  |
| 3           | West of Dawn   | 2.888  |                       | 2.888  |
| 4           | Transmission commodity charge to Dawn<br>Transportation Fuel Charges to Dawn:  | 0.035  |                       | 0.035  |
| 5           | East of Dawn - Union supplied fuel   | 0.006  | (0.001)               | 0.005  |
| 6           | West of Dawn - Union supplied fuel   | 0.006  | (0.001)               | 0.005<br>Note (1)  |
| 7<br>8      | East of Dawn - Shipper supplied fuel<br>West of Dawn - Shipper supplied fuel   | Note (1)<br>Note (1)                                       |                       | Note (1)<br>Note (1)                                     |
| -           | Transportation Fuel Charges to Pools:  |  |                       |  |
| 9           | East of Dawn - Union supplied fuel   | 0.006  | <i>(</i> )            | 0.006  |
| 10          | West of Dawn - Union supplied fuel   | 0.016  | (0.002)               | 0.014  |
| 11<br>12    | East of Dawn - Shipper supplied fuel<br>West of Dawn - Shipper supplied fuel   | Note (1)<br>Note (1)                                       |                       | Note (1)<br>Note (1)                                     |
|             | Cap-and-Trade Facility-Related Charges to Dawn:  |  |                       |  |
| 13          | East of Dawn - All Shippers  | 0.006  |                       | 0.006  |
| 14          | West of Dawn - All Shippers  | 0.006  |                       | 0.006  |
| 15          | Cap-and-Trade Facility-Related Charges to Pool:<br>East of Dawn - All Shippers   | 0.006  |                       | 0.006  |
| 16          | West of Dawn - All Shippers  | 0.006  |                       | 0.006  |
|             | Authorized Overrun   |  |                       |  |
| 47          | Transportation Fuel Charges to Dawn:   | 0.000  | (2, 22, 1)            | 0.005  |
| 17<br>18    | East of Dawn - Union supplied fuel<br>West of Dawn - Union supplied fuel   | 0.066<br>0.135   | (0.001)               | 0.065<br>0.135   |
| 19          | East of Dawn - Shipper supplied fuel   | 0.060 (1)  |                       | 0.060 (1)  |
| 20          | West of Dawn - Shipper supplied fuel   | 0.130 (1)  |                       | 0.130 (1)  |
|             | Transportation Fuel Charges to Pool:   |  |                       |  |
| 21<br>22    | East of Dawn - Union supplied fuel<br>West of Dawn - Union supplied fuel   | 0.032<br>0.111   | (0.001)<br>(0.002)    | 0.031<br>0.109   |
| 22          | East of Dawn - Shipper supplied fuel   | 0.025 (1)  |                       | 0.109  |
| 24          | West of Dawn - Shipper supplied fuel   | 0.095 (1)  |                       | 0.095 (1)  |
|             | C1 - Cross Franchise Transportation Service  |  |                       |  |
|             | Transportation service   |  |                       |  |
| 05          | Monthly demand charges:  | 0.000  |                       | 0.000  |
| 25<br>26    | St. Clair / Bluewater & Dawn<br>Ojibway & Dawn   | 2.888<br>2.888   |                       | 2.888<br>2.888   |
| 27          | Parkway to Dawn  | 0.874  |                       | 0.874  |
| 28          | Parkway to Kirkwall  | 0.874  |                       | 0.874  |
| 29          | Kirkwall to Dawn   | 1.542  |                       | 1.542  |
| 30<br>31    | Dawn to Kirkwall<br>Dawn to Parkway  | 3.154<br>3.716   |                       | 3.154<br>3.716   |
| 32          | Kirkwall to Parkway  | 0.561  |                       | 0.561  |
| 33          | Dawn to Dawn-Vector  | 0.030  |                       | 0.030  |
| 34          | Dawn to Dawn-TCPL  | 0.139  |                       | 0.139  |
| 35          | Commodity charges:<br>St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)  | 0.009  |                       | 0.009  |
| 36          | St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mai. 31)<br>St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31) | 0.003  |                       | 0.009  |
| 37          | Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)  | 0.011  | (0.001)               | 0.010  |
| 38          | Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)  | 0.016  | (0.002)               | 0.014  |
| 39          | Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)  | 0.006  | (0.001)               | 0.005  |
| 40          | Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)  | 0.011  | (0.001)               | 0.010  |
| 41<br>42    | Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31)<br>Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31)                         | 0.006<br>0.006   | (0.001)<br>(0.001)    | 0.005<br>0.005   |
| 42<br>43    | Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)  | 0.008  | (0.003)               | 0.003  |
| 44          | Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)  | 0.011  | (0.001)               | 0.010  |
| 45          | Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)   | 0.037  | (0.004)               | 0.033  |
| 46          | Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31)  | 0.021  | (0.002)               | 0.019  |
| 47<br>48    | Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)<br>Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31)                    | 0.015<br>0.015   | (0.001)<br>(0.001)    | 0.014<br>0.014   |
| 40          | Nirkwall to Falkway - Offion Supplied Idel (Apr. 1 - Oct.31)   | 0.015  | (0.001)               | 0.014  |

#### Notes:

(1) Plus customer supplied fuel per rate schedule.

## UNION GAS LIMITED Summary of Changes to Storage and Transportation Rates

| Line<br>No. | Particulars (\$/GJ)  | EB-2017-0087<br>Approved<br>January 1, 2018<br>Rate | Rate<br>Change     | EB-2018-0104<br>Approved<br>April 1, 2018<br>Rate |
|-------------|--|---|--------------------|---|
|             | C1 - Cross Franchise Transportation Service  | (a)   | (b)                | (c)   |
|             | <u>Transportation service cont'd</u>   |   |                    |   |
| 1           | St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)  | Note (1)  |                    | Note (1)  |
| 2           | St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)  | Note (1)  |                    | Note (1)  |
| 3<br>4      | Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)<br>Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)                         | Note (1)<br>Note (1)                                |                    | Note (1)<br>Note (1)                              |
| 5           | Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)  | Note (1)  |                    | Note (1)  |
| 6           | Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)  | Note (1)  |                    | Note (1)  |
| 7           | Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)  | Note (1)  |                    | Note (1)  |
| 8           | Kirkwall to Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)<br>Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)                     | Note (1)  |                    | Note (1)  |
| 9<br>10     | Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)  | Note (1)<br>Note (1)                                |                    | Note (1)<br>Note (1)                              |
| 11          | Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)   | Note (1)  |                    | Note (1)  |
| 12          | Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)  | Note (1)  |                    | Note (1)  |
| 13          | Kirkwall to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)   | Note (1)  |                    | Note (1)  |
| 14<br>15    | Kirkwall to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)<br>Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)                | Note (1)<br>Note (1)                                |                    | Note (1)<br>Note (1)                              |
| 16          | Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct . 31)  | Note (1)  |                    | Note (1)  |
| 17          | Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31)   | Note (1)  |                    | Note (1)  |
| 18          | Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct . 31)  | Note (1)  |                    | Note (1)  |
| 19          | Dawn(Tecumseh), Dawn(Facilities or TCPL), Dawn (Vector) and Dawn (TSLE)  | Note (1)  |                    | Note (1)  |
| 20          | Interruptible and Short Term (1 year or less) Firm Transportation:<br>Maximum  | 75.00   |                    | 75.00   |
|             | Cap-and-Trade Facility-Related Charges:  |   |                    |   |
| 21          | St. Clair / Bluewater & Dawn   | 0.006   |                    | 0.006   |
| 22          | Ojibway & Dawn   | 0.006   |                    | 0.006   |
| 23          | Parkway to Dawn  | 0.006   |                    | 0.006   |
| 24<br>25    | Parkway to Kirkwall<br>Kirkwall to Dawn  | 0.006<br>0.006                                      |                    | 0.006<br>0.006                                    |
| 26          | Dawn to Kirkwall / Parkway (Cons) / Lisgar   | 0.006   |                    | 0.006   |
| 27          | Dawn to Parkway (TCPL)   | 0.006   |                    | 0.006   |
| 28          | Kirkwall to Parkway (Cons) / Lisgar  | 0.006   |                    | 0.006   |
| 29<br>30    | Kirkwall to Parkway (TCPL)<br>Dawn to Dawn-Vector  | 0.006<br>0.006                                      |                    | 0.006<br>0.006                                    |
| 31          | Dawn to Dawn-TCPL  | 0.006   |                    | 0.006   |
|             | Authorized Overrun   |   |                    |   |
| 20          | Firm transportation commodity charges:   | 0.404   | (0.001)            | 0.402   |
| 32<br>33    | St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)<br>St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31) | 0.104<br>0.102                                      | (0.001)            | 0.103<br>0.102                                    |
| 34          | Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)  | 0.106   | (0.001)            | 0.105   |
| 35          | Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)  | 0.111   | (0.002)            | 0.109   |
| 36          | Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)  | 0.150   | (0.003)            | 0.147   |
| 37<br>38    | Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)<br>Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31)               | 0.155<br>0.078                                      | (0.003)<br>(0.002) | 0.152<br>0.076                                    |
| 39          | Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31)  | 0.078   | (0.002)            | 0.076   |
| 40          | Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)  | 0.152   | (0.004)            | 0.148   |
| 41          | Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)  | 0.137   | (0.003)            | 0.134   |
| 42<br>43    | Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)<br>Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31)                            | 0.181<br>0.165                                      | (0.006)<br>(0.004) | 0.175<br>0.161                                    |
| 44          | Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)   | 0.056   | (0.004)            | 0.052   |
| 45          | Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31)  | 0.055   | (0.003)            | 0.052   |
| 46          | St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)  | 0.095 (1)   |                    | 0.095 (1)   |
| 47<br>48    | St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)<br>Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)           | 0.095 (1)<br>0.095 (1)                              |                    | 0.095 (1)<br>0.095 (1)                            |
| 49          | Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)  | 0.095 (1)   |                    | 0.095 (1)   |
| 50          | Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)  | 0.122 (1)   |                    | 0.122 (1)   |
| 51          | Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)  | 0.122 (1)   |                    | 0.122 (1)   |
| 52<br>52    | Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)  | 0.051 (1)   |                    | 0.051 (1)   |
| 53<br>54    | Kirkwall to Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)<br>Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)                     | 0.051 (1)<br>0.104 (1)                              |                    | 0.051 (1)<br>0.104 (1)                            |
| 55          | Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31)  | 0.104 (1)   |                    | 0.104 (1)   |
| 56          | Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)   | 0.122 (1)   |                    | 0.122 (1)   |
| 57          | Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)  | 0.122 (1)   |                    | 0.122 (1)   |
| 58          | Kirkwall to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)   | 0.018 (1)   |                    | 0.018 (1)   |
| 59<br>60    | Kirkwall to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)<br>Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)                | 0.018 (1)<br>0.001 (1)                              |                    | 0.018 (1)<br>0.001 (1)                            |
| 60          | Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)<br>Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct . 31)              | 0.001 (1)   |                    | 0.001 (1)   |
| 62          | Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31)   | 0.005 (1)   |                    | 0.005 (1)   |
| 63          | Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct . 31)  | 0.005 (1)   |                    | 0.005 (1)   |

<u>Notes:</u> (1) Plus customer supplied fuel per rate schedule.



Effective 2018-04-01 **Rate 01A** Page 1 of 2

#### RATE 01A - SMALL VOLUME GENERAL FIRM SERVICE

#### ELIGIBILITY

Any customer in Union's North West and North East Zones who is an end user whose total gas requirements at that location are equal to or less than 50,000 m<sup>3</sup> 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 TransCanada's system to the Point of Consumption on the customer's premises of natural gas owned by the customer and transported by TransCanada 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.

Transportation Service customers in the Union North East Zone may contract with Union for transportation service from Dawn to the customer's delivery area. The charges for the transportation service will consist of the Rate C1 Dawn-Parkway firm transportation rate and applicable fuel charges, in accordance with Union's Rate C1 rate schedule, and all applicable third party (i.e. TransCanada) transportation charges on upstream pipelines from Parkway to the customer's delivery area.

#### (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

| APPLICABLE TO ALL SERVICES                             | Union<br><u>North West</u> | Union<br><u>North East</u> |
|--|----------------------------|----------------------------|
| MONTHLY CHARGE   | \$21.00                    | \$21.00                    |
| DELIVERY CHARGE  | ¢ per m <sup>3</sup>       | ¢ per m <sup>3</sup>       |
| First 100 m <sup>3</sup> per month @                   | 9.3485                     | 9.3485                     |
| Next 200 m <sup>3</sup> per month @                    | 9.1086                     | 9.1086                     |
| Next 200 m <sup>3</sup> per month @                    | 8.7293                     | 8.7293                     |
| Next 500 m <sup>3</sup> per month @                    | 8.3811                     | 8.3811                     |
| Over 1,000 m <sup>3</sup> per month @                  | 8.0934                     | 8.0934                     |
| Delivery-Price Adjustment (All Volumes) (1)            | 0.0644                     | 0.0644                     |
| CAP-AND-TRADE CHARGES (in addition to Delivery Charge) |                            |                            |
| Cap-and-Trade Customer-Related Charge (if applicable)  | 3.3181                     | 3.3181                     |
| Cap-and-Trade Facility-Related Charge                  | 0.0240                     | 0.0240                     |

Notes:

(1) Includes a temporary charge of 0.0644 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

| <b>A</b> 101  | <b>00</b> 000  | Effective   |
|---|--|---|
|   | ongas  | 2018-04-01<br>Rate 01A  |
| ADDITIONAL CHARGES F  | OR SALES SERVICE   | Page 2 of 2   |
| GAS SUPPLY CHARGES  |  |   |
| Gas Supply Charge (if applicable)   |  |   |
| The gas supply charge is comprised of charges for transportation and for contract The applicable rates are provided in Schedule "A".  | mmodity and fuel.  |   |
| SYSTEM EXPANSION SURCHARGE ("SES") (if applicable)  |  |   |
| The system expansion surcharge is applied to all volumes consumed for a community expansion project areas:  | lefined term and is applicable to customers within the   | following approved  |
| Community Expansion Project<br>Prince Township  | <u>SES Rate (¢ per m<sup>3</sup>)</u><br>23.0000   | <u>SES Term Expiry</u><br>December 31, 2039                             |
| MONTHLY BILL  |  |   |
| The monthly bill will equal the sum of the monthly charges plus the rates mucustomer transports its own gas, the Gas Supply Charge under Sales Servio   |  | all applicable taxes. If the  |
| MINIMUM MONTHLY BILL  |  |   |
| The Minimum Monthly Bill shall be the Monthly Charge.   |  |   |
| DELAYED PAYMENT   |  |   |
| The monthly late payment charge equal to 1.5% per month or 18% per annu total of all unpaid charges will be added to the bill if full payment is not receins issued.  |  |   |
| SERVICE AGREEMENT   |  |   |
| Customers providing their own gas supply in whole or in part, for transportation  | ion by Union, must enter into a Service Agreement wit  | h Union.  |
| TERMS AND CONDITIONS OF SERVICE   |  |   |
| <ol> <li>If multiple end-users are receiving service from a customer under this r<br/>charge that is specific to the location of each end-user shall be used to<br/>possibly for a fee, Union will combine the individual bills on a single inv<br/>combine the quantities or demands of several end-use locations so tha<br/>monthly billing data of individual end-users to generate a single bill whi</li> </ol> | develop a monthly bill for each end-user at each locat<br>oice or statement for administrative convenience. How<br>t eligibility to a different rate class will result. Further, L | on. Upon request,<br>ever, Union will not<br>Inion will not combine the |
| 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) represe<br>year prices may also be negotiated, which may be higher than the iden  |  | nge periodically. Multi-  |
|   |  |   |
|   |  |   |
|   |  |   |
| Effective April 1, 2018   | Chatham, Ontario   |   |

Implemented April 1, 2018 O.E.B. Order # EB-2018-0104

Supersedes EB-2017-0087 Rate Schedule effective January 1, 2018.



Effective 2018-04-01 **Rate 10** <u>Page 1 of 2</u>

#### RATE 10 - LARGE VOLUME GENERAL FIRM SERVICE

#### ELIGIBILITY

Any customer in Union's North West and North East Zones who is an end-user whose total firm gas requirements at one or more Company-owned meters at one location exceed 50,000 m<sup>3</sup> 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 TransCanada's system to the Point of Consumption on the customer's premises of natural gas owned by the customer and transported by TransCanada 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.

Transportation Service customers in the Union North East Zone may contract with Union for transportation service from Dawn to the customer's delivery area. The charges for the transportation service will consist of the Rate C1 Dawn-Parkway firm transportation rate and applicable fuel charges, in accordance with Union's Rate C1 rate schedule, and all applicable third party (i.e. TransCanada) transportation charges on upstream pipelines from Parkway to the customer's delivery area.

#### (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

| APPLICABLE TO ALL SERVICES  | Union<br><u>North West</u> | Union<br><u>North East</u> |
|---|----------------------------|----------------------------|
| MONTHLY CHARGE  | \$70.00                    | \$70.00                    |
| DELIVERY CHARGE   | ¢ per m <sup>3</sup>       | ¢ per m <sup>3</sup>       |
| First 1,000 m <sup>3</sup> per month @  | 7.8789                     | 7.8789                     |
| Next 9,000 m <sup>3</sup> per month @   | 6.3933                     | 6.3933                     |
| Next 20,000 m <sup>3</sup> per month @  | 5.7225                     | 5.7225                     |
| Next 70,000 m <sup>3</sup> per month @  | 5.1633                     | 5.1633                     |
| Over 100,000 m <sup>3</sup> per month @   | 3.0448                     | 3.0448                     |
| Delivery-Price Adjustment (All Volumes) (1)   | 0.0404                     | 0.0404                     |
| <u>CAP-AND-TRADE CHARGES (in addition to Delivery Charge)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge | 3.3181<br>0.0240           | 3.3181<br>0.0240           |

Notes:

(1) Includes a temporary charge of 0.0404 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

| Ø miongas   |  | Effective<br>2018-04-01<br><b>Rate 10</b><br>Page 2 of 2 |
|---|--|--|
| 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".   |  |  |
| SYSTEM EXPANSION SURCHARGE ("SES") (if applicable)  |  |  |
| The system expansion surcharge is applied to all volumes consumed for a defined term and is applicable community expansion project areas:   | to customers within the fo                       | bllowing approved  |
| <u>Community Expansion Project</u><br>Prince Township   | <u>SES Rate (¢ per m<sup>3</sup>)</u><br>23.0000 | <u>SES Term Expiry</u><br>December 31, 2039              |
| MONTHLY BILL  |  |  |
| The monthly bill will equal the sum of the monthly charges plus the rates multiplied by the applicable gas customer transports its own gas, the Gas Supply Charge under Sales Service will not apply. | quantities delivered plus a                      | all applicable taxes. If the                             |

#### MINIMUM MONTHLY BILL

The Minimum Monthly Bill shall be the Monthly Charge.

#### **DELAYED PAYMENT**

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

#### 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 m<sup>3</sup> 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. Multiyear prices may also be negotiated, which may be higher than the identified rates.

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario

Supersedes EB-2017-0087 Rate Schedule effective January 1, 2018.



Effective 2018-04-01 **Rate 20** Page 1 of 4

#### RATE 20 - MEDIUM VOLUME FIRM SERVICE

#### ELIGIBILITY

Any customer in Union's North West and North East 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 m<sup>3</sup> 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 TransCanada'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.

Transportation Service customers in the Union North East Zone may contract with Union for transportation service from Dawn to the customer's delivery area. The charges for the transportation service will consist of the Rate C1 Dawn-Parkway firm transportation rate and applicable fuel charges, in accordance with Union's Rate C1 rate schedule, and all applicable third party (i.e. TransCanada) transportation charges on upstream pipelines from Parkway to the customer's delivery area.

#### (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.

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

| Ø miongas  | Effective<br>2018-04-01<br><b>Rate 20</b><br><u>Page 2 of 4</u> |
|--|---|
| MONTHLY RATES AND CHARGES  |   |
| APPLICABLE TO ALL SERVICES – ALL ZONES (1)   |   |
| MONTHLY CHARGE   | \$860.69  |
| DELIVERY CHARGES (cents per month per m <sup>3</sup> )   |   |
| Monthly Demand Charge for first 70,000 m <sup>3</sup> of Contracted Daily Demand   | 28.6515   |
| Monthly Demand Charge for all units over 70,000 m <sup>3</sup> of Contracted Daily Demand  | 16.8485   |
| Commodity Charge for first 852,000 m <sup>3</sup> of gas volumes delivered   | 0.5344  |
| Commodity Charge for all units over 852,000 m <sup>3</sup> of gas volumes delivered  | 0.3803  |
| <u>CAP-AND-TRADE CHARGES (in addition to Delivery Charges)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge | 3.3181<br>0.0240  |

Notes:

(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 (m<sup>3</sup>) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m<sup>3</sup>, 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.



Effective 2018-04-01 **Rate 20** Page 3 of 4

#### 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.

|  | Union<br><u>North West</u>     | Union<br><u>North East</u>     |
|--|--------------------------------|--------------------------------|
| MONTHLY CHARGE   | \$860.69                       | \$860.69                       |
| DELIVERY CHARGES   | <u>cents per m<sup>3</sup></u> | <u>cents per m<sup>3</sup></u> |
| Commodity Charge for each unit<br>of gas volumes delivered   | 2.4183                         | 2.4183                         |
| <u>CAP-AND-TRADE CHARGES (in addition to Delivery Charges)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge   | 3.3181<br>0.0240               | 3.3181<br>0.0240               |
| GAS SUPPLY CHARGES<br>The gas supply charge is comprised of charges for transportation and for commodity and fuel.<br>The applicable rates are provided in Schedule "A".   |                                |                                |
| ADDITIONAL CHARGES FOR TRANSPORTATION AND STORAGE SERVICES   | – ALL ZONES                    |                                |
| MONTHLY TRANSPORTATION ACCOUNT CHARGE<br>For customers that currently have installed or will require installing telemetering equipment   |                                | \$226.76                       |
| BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES<br>Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$/GJ/Month)<br>Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitle |                                | \$19.093<br>-                  |
| Commodity Charge for each unit of gas withdrawn from storage (\$/GJ)   |                                | \$0.206                        |
| Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal fro   | om storage (\$/GJ)             | \$0.834                        |
| The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the cust authorization has been received. Overrun will be authorized by Union at its sole discretion.   | tomer's contractual right      | ts, for which                  |
| DIVERSION TRANSACTION CHARGE<br>Charge to a customer Receiving Delivery of diverted gas each time such customer requests a diversion a<br>the service:   | and Union provides             | \$10.00                        |
|  |                                |                                |



Effective 2018-04-01 Rate 20 Page 4 of 4

#### 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, <u>no</u> 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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

#### 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 April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario

Supersedes EB-2017-0087 Rate Schedule effective January 1, 2018.



Effective 2018-04-01 **Rate 25** <u>Page 1 of 3</u>

#### RATE 25 - LARGE VOLUME INTERRUPTIBLE SERVICE

### ELIGIBILITY

Any customer in Union's North West and North East 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 m<sup>3</sup> or more or the interruptible portion of a maximum daily requirement for combined firm and interruptible service is 14,000 m<sup>3</sup> 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 TransCanada'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.

Transportation Service customers in the Union North East Zone may contract with Union for transportation service from Dawn to the customer's delivery area. The charges for the transportation service will consist of the Rate C1 Dawn-Parkway firm transportation rate and applicable fuel charges, in accordance with Union's Rate C1 rate schedule, and all applicable third party (i.e. TransCanada) transportation charges on upstream pipelines from Parkway to the customer's delivery area.

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)

| MONTHLY CHARGE   | \$289.76                                   |
|--|--|
| <u>DELIVERY CHARGES</u><br>A Delivery Price for all volumes delivered to the customer to be negotiated between Union and the customer and the                    | <u>cents per m<sup>3</sup></u>             |
| average price during the period in which these rates remain in effect shall not exceed:  | 5.2239                                     |
| <u>CAP-AND-TRADE CHARGES (in addition to Delivery Charges)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge | 3.3181<br>0.0240                           |
| <u>UNAUTHORIZED OVERRUN NON - COMPLIANCE RATE</u><br>Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect.        | <u>cents per m<sup>3</sup></u><br>233.3400 |

Notes

(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.

| Ø | <b>mion</b> gas |
|---|-----------------|
|---|-----------------|

\$226.76

### ADDITIONAL CHARGES FOR SALES SERVICE

<u>Gas Supply Charge</u> 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 (m<sup>3</sup>) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m<sup>3</sup>, 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.

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, <u>no</u> 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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

# SERVICE AGREEMENT

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



Effective 2018-04-01 Rate 25 Page 3 of 3

### 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-user 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. Multiyear prices may also be negotiated, which may be higher than the identified rates.

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario



Effective 2018-04-01 **Rate 30** Page 1 of 1

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

# ELIGIBILITY

Any customer in Union's North West and North East 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 10<sup>3</sup>m<sup>3</sup> 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.

# 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. Multiyear prices may also be negotiated, which may be higher than the identified rates.

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario



Effective 2018-04-01 Rate 100 Page 1 of 4

# RATE 100 - LARGE VOLUME HIGH LOAD FACTOR FIRM SERVICE

# ELIGIBILITY

Any customer in Union's North West and North East 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 m<sup>3</sup> 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 TransCanada'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.

Transportation Service customers in the Union North East Zone may contract with Union for transportation service from Dawn to the customer's delivery area. The charges for the transportation service will consist of the Rate C1 Dawn-Parkway firm transportation rate and applicable fuel charges, in accordance with Union's Rate C1 rate schedule, and all applicable third party (i.e. TransCanada) transportation charges on upstream pipelines from Parkway to the customer's delivery area.

# (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.

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.

| Ø miongas  | Effective<br>2018-04-01<br><b>Rate 100</b><br><u>Page 2 of 4</u> |
|--|--|
| MONTHLY RATES AND CHARGES  |  |
| APPLICABLE TO ALL SERVICES – ALL ZONES (1)   |  |
| MONTHLY CHARGE   | \$1,341.41   |
| DELIVERY CHARGES (cents per Month per m <sup>3</sup> of Daily Contract Demand)<br>Monthly Demand Charge for each unit of Contracted Daily Demand                 | 15.0877  |
| Commodity Charge for each unit of gas volumes delivered (cents/m <sup>3</sup> )  | 0.2199   |
| <u>CAP-AND-TRADE CHARGES (in addition to Delivery Charges)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge | 3.3181<br>0.0240   |
| <u>Notes:</u><br>(1) Either the utility or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates, char                           | ges and terms and conditions                                     |

(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 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 (m<sup>3</sup>) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m<sup>3</sup>, 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.



Effective 2018-04-01 Rate 100 Page 3 of 4

#### 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.

|  | Union<br><u>North West</u> | Union<br><u>North East</u> |
|--|----------------------------|----------------------------|
| MONTHLY CHARGE   | \$1,341.41                 | \$1,341.41                 |
| DELIVERY CHARGES (cents per m <sup>3</sup> )<br>Commodity Charge for each unit of gas volumes delivered  | 0.9285                     | 0.9285                     |
| <u>CAP-AND-TRADE CHARGES (in addition to Delivery Charges)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge   | 3.3181<br>0.0240           | 3.3181<br>0.0240           |
| GAS SUPPLY CHARGES<br>The gas supply charge is comprised of charges for transportation and for commodity and fuel.<br>The applicable rates are provided in Schedule "A".   |                            |                            |
| ADDITIONAL CHARGES FOR TRANSPORTATION AND STORAGE SERVICES   | – ALL ZONES                |                            |
| MONTHLY TRANSPORTATION ACCOUNT CHARGE<br>For customers that currently have installed or will require installing telemetering equipment   |                            | \$226.76                   |
| BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES<br>Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$/GJ/Month)<br>Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitleme | ent: (\$/GJ/Month)         | \$19.093<br>-              |
| Commodity Charge for each unit of gas withdrawn from storage (\$/GJ)   |                            | \$0.206                    |
| Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from  | n storage (\$/GJ)          | \$0.834                    |
| The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the custor authorization has been received. Overrun will be authorized by Union at its sole discretion.   | ner's contractual rights,  | for which                  |
| DIVERSION TRANSACTION CHARGE<br>Charge to a customer Receiving Delivery of diverted gas each time such customer requests a diversion an  | d Union provides the se    | ervice: \$10.00            |

Charge to a customer Receiving Delivery of diverted gas each time such customer requests a diversion and Union provides the service: \$10.00



Effective 2018-04-01 **Rate 100** Page 4 of 4

# 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, <u>no</u> 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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

### 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. Multiyear prices may also be negotiated, which may be higher than the identified rates.

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario

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Effective 2018-04-01 Schedule "A" Page 1 of 2

# Union Gas Limited Union North Gas Supply Charges

### (A) Availability

Available to customers in Union's North West and North East 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  | Union<br>North West   | Union<br>North East  |
|--|---|--|
| Rate 01A (cents / m <sup>3</sup> )   |   |  |
| Storage<br>Storage - Price Adjustment<br>Commodity and Fuel (3)<br>Commodity and Fuel - Price Adjustment (4)<br>Transportation<br>Transportation - Price Adjustment<br>Total Gas Supply Charge | 2.1960<br>0.0493 (1)<br>9.6085<br>(0.9836)<br>6.6669<br>0.0440 (5)<br>17.5811 | 6.3886<br>0.0787 (2)<br>12.5991<br>0.3081<br>2.7452<br>0.0918 (6)<br>22.2115 |
| Rate 10 (cents / m <sup>3</sup> )  |   |  |
| Storage<br>Storage - Price Adjustment  | 1.6552<br>0.0316 (7)  | 4.5497<br>0.0502 (8)   |

| Sloldye                                   | 1.0332     | 4.3477      |
|---|------------|-------------|
| Storage - Price Adjustment                | 0.0316 (7) | 0.0502 (8)  |
| Commodity and Fuel (3)                    | 9.6085     | 12.5991     |
| Commodity and Fuel - Price Adjustment (4) | (0.9836)   | 0.3081      |
| Transportation                            | 5.8356     | 2.5155      |
| Transportation - Price Adjustment         | 0.0440 (9) | 0.0880 (10) |
| Total Gas Supply Charge                   | 16.1913    | 20.1106     |
|   |            |             |

Notes:

(1) Includes a temporary charge of 0.0493 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(2) Includes a temporary charge of 0.0787 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(3) The Commodity and Fuel rate includes a gas supply administration charge of 0.1893 cents/m<sup>3</sup>.

- (4) Prospective Recovery of gas supply deferral accounts, and a temporary credit of (0.0002) cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.
- (5) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.0002 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.
- (6) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.0067 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.
- (7) Includes a temporary charge of 0.0316 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(8) Includes a temporary charge of 0.0502 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(9) Prospective Recovery of gas supply deferral accounts.

(10) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.0027 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.



Effective 2018-04-01 Schedule "A" <u>Page 2 of 2</u>

# Union Gas Limited Union North Gas Supply Charges

Utility Sales

| Rate 20 (cents / m <sup>3</sup> )  | Union<br>North West                                    | Union<br>North East                                   |
|--|--|---|
| Commodity and Fuel (1)<br>Commodity and Fuel - Price Adjustment (2)<br>Commodity Transportation - Charge 1<br>Transportation 1 - Price Adjustment (2)<br>Commodity Transportation - Charge 2<br>Monthly Gas Supply Demand<br>Gas Supply Demand - Price Adjustment                  | 9.3663<br>(0.9834)<br>3.5086<br>0.0555<br>-<br>55.8953 | 12.2800<br>0.3083<br>2.2126<br>0.0968<br>-<br>47.5032 |
| Commissioning and Decommissioning Rate   | 6.5266   | 4.9710  |
| <u>Rate 100 (cents / m<sup>3</sup>)</u>  |  |   |
| Commodity and Fuel (1)<br>Commodity and Fuel - Price Adjustment (2)<br>Commodity Transportation - Charge 1<br>Commodity Transportation - Charge 2<br>Monthly Gas Supply Demand   | 9.3663<br>(0.9834)<br>6.1476<br>-<br>109.5416          | 12.2800<br>0.3083<br>8.8308<br>-<br>154.3467          |
| Commissioning and Decommissioning Rate   | 7.7795   | 11.0338   |
| Rate 25 (cents / m <sup>3</sup> )  |  |   |
| Gas Supply Charge:<br>Interruptible Service<br>Minimum<br>Maximum  | 1.4848<br>675.9484                                     | 1.4848<br>675.9484                                    |
| Natural Gas Liquefaction Service (\$ / GJ) (3)   |  |   |
| Gas Supply Charge:<br>Interruptible Service<br>Minimum<br>Maximum  |  | 0.3919<br>178.3976                                    |
| <ul> <li><u>Notes:</u></li> <li>(1) The Commodity and Fuel rate includes a gas supply administration charge of (2) Prospective Recovery of gas supply deferral accounts.</li> <li>(3) Billing in energy (\$/GJ) will only apply to the Natural Gas Liquefaction Service</li> </ul> |  |   |
|  |  |   |

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario



#### 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 m<sup>3</sup> 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            |  | \$2                        | 1.00                             |
|----|---------------------------|--|----------------------------|----------------------------------|
| b) | Delivery Charge           |  |                            |                                  |
|    | First<br>Next<br>All Over | 100 m <sup>3</sup><br>150 m <sup>3</sup><br>250 m <sup>3</sup>                                 | 5.0691<br>4.8051<br>4.1228 | ¢ per m³<br>¢ per m³<br>¢ per m³ |
|    | Delivery - Price Adjustme | ent (All Volumes) (1)  | 0.0825                     | ¢ per m³                         |
|    |                           | <u>(in addition to Delivery Charge)</u><br>er-Related Charge (if applicable)<br>Related Charge | 3.3181<br>0.0240           | ¢ per m³<br>¢ per m³             |
| c) | Storage Charge (if applie | cable)   | 0.7331                     | ¢ per m³                         |
|    | Storage - Price Adjustme  | ent (All Volumes) (2)  | 0.0039                     | ¢ per m³                         |

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".

e) System Expansion Surcharge ("SES") (if applicable)

The system expansion surcharge is applied to all volumes consumed for a defined term and is applicable to customers within the following approved community expansion project areas:

| Community Expansion Project                            | <u>SES Rate (¢ per m<sup>3</sup>)</u> | SES Term Expiry   |
|--|---------------------------------------|-------------------|
| Kettle and Stony Point First Nation and Lambton Shores | 23.0000                               | December 31, 2029 |
| Milverton, Rostock and Wartburg                        | 23.0000                               | December 31, 2032 |
| Delaware Nation of Moraviantown First Nation           | 23.0000                               | December 31, 2057 |

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

Notes:

(1) Includes a temporary charge of 0.0825 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(2) Includes a temporary charge of 0.0039 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

#### (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.



Effective 2018-04-01 Rate M1 Page 2 of 2

# (E) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

# (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 for the identified delivery charge and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup>, plus 7¢ per m<sup>3</sup>.

| Overrun Delivery Charge   | 5.8022           | ¢ per m³             |
|---|------------------|----------------------|
| <u>Cap-and-Trade Charges (in addition to Delivery Charge)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge | 3.3181<br>0.0240 | ¢ per m³<br>¢ 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.

| Zone                       | Assumed<br>Atmospheric<br>Pressure<br><u>kPa</u>   |                               | Assumed<br>Atmospheric<br>Pressure<br><u>kPa</u>          |
|----------------------------|--|-------------------------------|---|
| 1<br>2<br>3<br>4<br>5<br>6 | 100.148<br>99.494<br>98.874<br>98.564<br>98.185<br>97.754                                    | 7<br>8<br>9<br>10<br>11<br>12 | 97.582<br>97.065<br>96.721<br>100.561<br>99.321<br>98.883 |
|                            | April 1, 2018<br>April 1, 2018<br>O.E.B. Order # EB-2018-0104<br>Supersedes EB-2017-0087 Rat | e Sched                       | Chatham, Ontario<br>lule effective January 1, 2018.       |



Effective 2018-04-01 Rate M2 Page 1 of 2

# 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 m<sup>3</sup> 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                    |   | \$7                                  | 70.00  |
|----|-----------------------------------|---|--------------------------------------|--|
| b) | Delivery Charge                   |   |                                      |  |
|    | First<br>Next<br>Next<br>All Over | 1 000 m <sup>3</sup><br>6 000 m <sup>3</sup><br>13 000 m <sup>3</sup><br>20 000 m <sup>3</sup>                | 5.0438<br>4.9478<br>4.7663<br>4.4155 | ¢ per m <sup>3</sup><br>¢ per m <sup>3</sup><br>¢ per m <sup>3</sup><br>¢ per m <sup>3</sup> |
|    | Delivery – Price A                | Adjustment (All Volumes) (1)  | 0.0854                               | ¢ per m³   |
|    | Cap-and-Trade C                   | Charges (in addition to Delivery Charge)<br>Customer-Related Charge (if applicable)<br>acility-Related Charge | 3.3181<br>0.0240                     | ¢ per m³<br>¢ per m³   |
| c) | Storage Charge (i                 | if applicable)  | 0.6483                               | ¢ per m³   |
|    | Storage - Price Ac                | djustment (All Volumes) (2)   | 0.0049                               | ¢ per m³   |
|    | Applicable to all b               | oundled 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".

e) System Expansion Surcharge ("SES") (if applicable)

The system expansion surcharge is applied to all volumes consumed for a defined term and is applicable to customers within the following approved community expansion project areas:

| Community Expansion Project                            | <u>SES Rate (¢ per m<sup>3</sup>)</u> | SES Term Expiry   |
|--|---------------------------------------|-------------------|
| Kettle and Stony Point First Nation and Lambton Shores | 23.0000                               | December 31, 2029 |
| Milverton, Rostock and Wartburg                        | 23.0000                               | December 31, 2032 |
| Delaware Nation of Moraviantown First Nation           | 23.0000                               | December 31, 2057 |

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

Notes:

(1) Includes a temporary charge of 0.0854 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(2) Includes a temporary charge of 0.0049 cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

# (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.



Effective 2018-04-01 Rate M2 Page 2 of 2

# (E) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

#### (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 for the identified delivery charge and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup>, plus 7¢ per m<sup>3</sup>.

| Overrun Delivery Charge   | 5.6921           | ¢ per m³             |
|---|------------------|----------------------|
| <u>Cap-and-Trade Charges (in addition to Delivery Charge)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge | 3.3181<br>0.0240 | ¢ per m³<br>¢ 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.

| Zone                       | Assumed<br>Atmospheric<br>Pressure<br><u>kPa</u>              |                               | Assumed<br>Atmospheric<br>Pressure<br><u>kPa</u>          |
|----------------------------|---|-------------------------------|---|
| 1<br>2<br>3<br>4<br>5<br>6 | 100.148<br>99.494<br>98.874<br>98.564<br>98.185<br>97.754     | 7<br>8<br>9<br>10<br>11<br>12 | 97.582<br>97.065<br>96.721<br>100.561<br>99.321<br>98.883 |
|                            | April 1, 2018<br>April 1, 2018<br>O.E.B. Order # EB-2018-0104 |                               | Chatham, Ontario  |
|                            | Supersedes EB-2017-0087 Rat                                   | e Sche                        | dule effective January 1, 2018.                           |



Effective 2018-04-01 Rate M4 Page 1 of 3

#### 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 2 400 m<sup>3</sup> and 60 000 m<sup>3</sup>.

### (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 <sup>3</sup> of daily contracted demand  | 61.7447                    | ¢ per m³                         |
|      | Next   | 19 700 m <sup>3</sup> of daily contracted demand | 27.6848                    | ¢ per m³                         |
|      | All Over   | 28 150 m <sup>3</sup> of daily contracted demand | 23.2590                    | ¢ per m³                         |
| (ii) | A Monthly Delivery Commodity Charge<br>First 422 250 m <sup>3</sup> delivered per month<br>Next volume equal to 15 days use of da<br>For remainder of volumes delivered in t | aily contracted demand                           | 1.5391<br>1.5391<br>0.5796 | ¢ per m³<br>¢ per m³<br>¢ per m³ |
|      | Delivery - Price Adjustment (All Volume  | es)  | -                          | ¢ per m³                         |
|      | Cap-and-Trade Charges (in addition to<br>Cap-and-Trade Customer-Related Cha<br>Cap-and-Trade Facility-Related Charge   | rge (if applicable)                              | 3.3181<br>0.0240           | ¢ per m³<br>¢ per m³             |
|      | sup and many related endig   | -  |                            | 1                                |

#### (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 at the identified authorized overrun delivery charge and, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup> for all volumes purchased.

Unauthorized overrun gas taken in any month shall be paid for at the identified unauthorized overrun delivery charge for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup> for all gas supply volumes purchased.

| Authorized Overrun Delivery Charge   | 3.5691                     | ¢ per m³                         |
|--|----------------------------|----------------------------------|
| Unauthorized Overrun Delivery Charge   | 5.8022                     | ¢ per m³                         |
| <u>Cap-and-Trade Charges (in addition to Delivery Charge)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Authorized Cap-and-Trade Facility-Related Charge<br>Unauthorized Cap-and-Trade Facility-Related Charge | 3.3181<br>0.0240<br>0.0240 | ¢ per m³<br>¢ per m³<br>¢ per m³ |

|    | Ø miongas   | Effective<br>2018-04-01<br><b>Rate M4</b><br><u>Page 2 of 3</u> |
|----|---|---|
| 3. | Firm Minimum Annual Charge  | -   |
|    | In each contract year, the customer shall purchase from Union or pay for a minimum volume of gas or transportation days use of firm contracted demand. Overrun gas volumes will not contribute to the minimum volume. In the event t take such minimum volume the customer shall pay an amount equal to the deficiency from the minimum volume time minimum annual delivery charge and, if applicable a gas supply commodity charge provided in Schedule "A". | hat the customer shall not                                      |

Firm Minimum Annual Delivery Charge

1.7284 ¢ per m<sup>3</sup>

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

4. Interruptible Service

Union may agree, in its sole discretion, to combine a firm service with an interruptible service provided that the amount of interruptible volume to be delivered and agreed upon by Union and the customer shall be no less than 350,000 m<sup>3</sup> per year.

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

| $\begin{array}{l} \hline \text{Daily Contracted Demand Level (CD)} \\ 2 \ 400 \ \text{m}^3 \le \text{CD} < \ 17 \ 000 \ \text{m}^3 \\ 17 \ 000 \ \text{m}^3 \le \text{CD} < \ 30 \ 000 \ \text{m}^3 \\ 30 \ 000 \ \text{m}^3 \le \text{CD} < \ 50 \ 000 \ \text{m}^3 \\ 50 \ 000 \ \text{m}^3 \le \text{CD} \le \ 60 \ 000 \ \text{m}^3 \end{array}$ | 3.0171<br>2.8872<br>2.8189<br>2.7710 | ¢ per m <sup>3</sup><br>¢ per m <sup>3</sup><br>¢ per m <sup>3</sup><br>¢ per m <sup>3</sup> |
|--|--------------------------------------|--|
| Delivery - Price Adjustment (All Volumes)  | -                                    | ¢ per m <sup>3</sup>   |
| <u>Cap-and-Trade Charges (in addition to Delivery Commodity Charge)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge  | 3.3181<br>0.0240                     | ¢ per m³<br>¢ per m³   |

#### (ii) Days Use of Interruptible Contract Demand

The price determined under Paragraph 4(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 m³ |
|--|---------|----------|
| For each additional days use of contracted demand up |         |          |
| to a maximum of 275 days, an additional discount of  | 0.00212 | ¢ 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) Monthly Charge

\$644.34 per month

| Ø | <b>mion</b> gas |
|---|-----------------|
|---|-----------------|

Effective 2018-04-01 Rate M4 Page 3 of 3

b) 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 350 000 m<sup>3</sup> 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 the identified interruptible minimum annual delivery charge, 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.

| Interruptible Minimum Annual Delivery Charge | 3.2064 | ¢ per m³ |
|--|--------|----------|
|  |        |          |

c) 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 identified unauthorized overrun delivery charge and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup> for all gas supply volumes purchased.

| Unauthorized Overrun Delivery Charge  | 5.8022           | ¢ per m³             |
|---|------------------|----------------------|
| <u>Cap-and-Trade Charges (in addition to Delivery Charge)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge | 3.3181<br>0.0240 | ¢ per m³<br>¢ per m³ |

Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 233.3400 ¢ per m<sup>3</sup> (\$60 per GJ) for the delivery.

### (D) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

#### (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.

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario



Effective 2018-04-01 Rate M5A Page 1 of 2

#### 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 2 400 m<sup>3</sup> and 60 000 m<sup>3</sup> 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:

#### Monthly Delivery Commodity Charge (i)

|       | Daily Contracted Demand Level (CD)   |             |                      |
|-------|--|-------------|----------------------|
|       | $2400 \text{ m}^3 \le \text{CD} < 17000 \text{ m}^3$   | 3.0171      | ¢ per m³             |
|       | $17\ 000\ m^3 \le CD < 30\ 000\ m^3$   | 2.8872      | ¢ per m <sup>3</sup> |
|       | $30\ 000\ m^3 \le CD < 50\ 000\ m^3$   | 2.8189      | ¢ per m <sup>3</sup> |
|       | $50\ 000\ m^3 \le CD \le \ 60\ 000\ m^3$   | 2.7710      | ¢ per m³             |
|       | Delivery - Price Adjustment (All Volumes)  | -           | ¢ per m³             |
|       | Cap-and-Trade Charges (in addition to Delivery Commodity Charge)   |             |                      |
|       | Cap-and-Trade Customer-Related Charge (if applicable)  | 3.3181      | ¢ per m <sup>3</sup> |
|       | Cap-and-Trade Facility-Related Charge  | 0.0240      | ¢ 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 Da Demand as scheduled below:            | ys Use of ( | Contracted           |
|       | For 75 days use of contracted demand   | 0.0530      | ¢ per m <sup>3</sup> |
|       | For each additional days use of contracted demand up   | 0.0000      | · • • • • •          |
|       | to a maximum of 275 days, an additional discount of  | 0.00212     | ¢ per m <sup>3</sup> |
| (iii) | Gas Supply Charge (if applicable)  |             |                      |
|       | The gas supply charge is comprised of charges for transportation and for commodity and fuel.<br>The applicable rates are provided in Schedule "A". |             |                      |
| (iv)  | Monthly Charge   | \$644.34    | per month            |
| 2     | In each contract year, the customer shall take delivery from Union, or in any event nay for, if available and not ac                               | contod by t | ha custamar          |

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 350 000 m<sup>3</sup> 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 the identified interruptible minimum annual delivery charge, 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.

Interruptible Minimum Annual Delivery Charge

| Ø | <b>mion</b> gas |
|---|-----------------|
|---|-----------------|

Effective 2018-04-01 Rate M5A Page 2 of 2

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 identified unauthorized overrun delivery charge and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup> for all gas supply volumes purchased.

| Unauthorized Overrun Delivery Charge  | 5.8022           | ¢ per m³             |
|---|------------------|----------------------|
| <u>Cap-and-Trade Charges (in addition to Delivery Charge)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge | 3.3181<br>0.0240 | ¢ per m³<br>¢ per m³ |

#### Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 233.3400  $\ddagger$  per m<sup>3</sup> (\$60 per GJ) for the delivery.

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 34.4858 ¢ per m<sup>3</sup>.
- 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 34.4858 ¢ per m<sup>3</sup> of daily contracted demand. The commodity charge includes cap-and-trade facility-related charges related to the firm service.
- c) The interruptible commodity charge will be established under Clause 1 of this schedule.

# (D) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

#### (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.

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario



#### 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 60 000 m<sup>3</sup>; and
- b) who has site specific energy measuring equipment that will be used in determining energy balances.

#### (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 for each m <sup>3</sup> of daily contracted firm demand up to   | 34.6517 ¢ per m <sup>3</sup>                               |  |
|--|--|--|
| (ii) A Monthly Delivery Commodity Charge   |  |  |
| (1) A Monthly Firm Delivery Commodity Charge for all<br>firm volumes of<br>and a Delivery - Price Adjustment of  | 0.3328 ¢ per m <sup>3</sup><br>- ¢ per m <sup>3</sup>      |  |
| (2) A Monthly Interruptible Delivery Commodity Charge for all<br>interruptible volumes to be negotiated between Union and<br>the customer not to exceed an annual average of<br>and a Delivery - Price Adjustment of | 6.4290 ¢ per m <sup>3</sup><br>- ¢ per m <sup>3</sup>      |  |
| (3) A Monthly Seasonal Delivery Commodity Charge for all<br>seasonal volumes to be negotiated between Union and<br>the customer not to exceed an annual average of<br>and a Delivery - Price Adjustment of           | 6.1849 ¢ per m <sup>3</sup><br>- ¢ per m <sup>3</sup>      |  |
| <u>Cap-and-Trade Charges (in addition to Delivery Commodity Charge)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge  | 3.3181 ¢ per m <sup>3</sup><br>0.0240 ¢ per m <sup>3</sup> |  |

(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 m<sup>3</sup> for all the gas supply volumes purchased.

| Cap-and-Trade Charges (in addition to Delivery Charge) |                             |
|--|-----------------------------|
| Cap-and-Trade Customer-Related Charge (if applicable)  | 3.3181 ¢ per m <sup>3</sup> |
| Cap-and-Trade Facility-Related Charge                  | 0.0240 ¢ per m <sup>3</sup> |



Effective 2018-04-01 **Rate M7** Page 2 of 2

Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 233.3400 ¢ per m<sup>3</sup> (\$60 per GJ) for the delivery.

- 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 at the identified commissioning and decommissioning rate and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup>, if applicable.

| Commissioning and Decommissioning Rate                                       | 4.6002    | ¢ per m³             |
|--|-----------|----------------------|
| Cap-and-Trade Charges (in addition to Commissioning and Decommissioning Rate | <u>e)</u> |                      |
| Cap-and-Trade Customer-Related Charge (if applicable)                        | 3.3181    | ¢ per m³             |
| Cap-and-Trade Facility-Related Charge  | 0.0240    | ¢ per m <sup>3</sup> |

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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

#### (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 April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario



#### 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.

| (i) A Monthly Demand Charge of established daily demand determined in accordance<br>with the service contract, such demand charge to be computed on a calendar month<br>basis and a pro-rata 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.  | 23.5428 ¢ per m <sup>3</sup>                          |
| (ii) A Delivery Commodity Charge for gas delivered of<br>and a Delivery - Price Adjustment of  | 0.1544 ¢ per m <sup>3</sup><br>- ¢ per m <sup>3</sup> |
| <u>Cap-and-Trade Charges (in addition to Delivery Commodity Charge)</u><br>Cap-and-Trade Facility-Related Charge   | 0.0240 ¢ per m <sup>3</sup>                           |
| (iii) Cae Supply Charge (if applicable)  |   |

(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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

# (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.



Effective 2018-04-01 Rate M9 Page 2 of 2

# (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 at the identified authorized overrun delivery charge. 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 at the identified unaurthorized overrun delivery charge.

| Authorized Overrun Delivery Charge   | 0.9284 ¢ per m³  |
|--|------------------|
| Unauthorized Overrun Delivery Charge   | 36.0000 ¢ per m³ |
| <u>Cap-and-Trade Charges (in addition to Delivery Charge)</u><br>Cap-and-Trade Facility-Related Charge | 0.0240 ¢ per m³  |

#### (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 April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario



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  | 7.1485 ¢ per m <sup>3</sup> |
|--|-----------------------------|
| <u>Cap-and-Trade Charges (in addition to Delivery Commodity Charge)</u><br>Cap-and-Trade Facility-Related Charge | 0.0240 ¢ per m³             |

### 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

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

#### (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 identified unauthorized overrun delivery charge and, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup>, plus 7¢ per m<sup>3</sup> for all gas supply volumes purchased.

| Unauthorized Overrun Delivery Charge                   | 5.8022 ¢ per m <sup>3</sup> |
|--|-----------------------------|
| Cap-and-Trade Charges (in addition to Delivery Charge) |                             |
| Cap-and-Trade Facility-Related Charge                  | 0.0240 ¢ per m <sup>3</sup> |

# (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 April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario

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|-----------|--|
|-----------|--|

# 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

|    |  | Demand<br>Charge<br><u>Rate/GJ/month</u> | Commodity<br>Charges/Credits<br><u>Rate/GJ</u> |
|----|--|--|--|
| a) | Transportation by Union<br>For gas delivered to Union at any point other than<br>the Ontario Point(s) of Receipt, Union will charge<br>a customer all approved tolls and charges,<br>incurred by Union to transport the gas to the |  |  |
| b) | Firm Backstop Gas<br>Applied to the contracted Firm Backstop<br>Gas Supply Service   | \$1.424                                  |  |
|    | Backstop Gas Commodity Charge<br>On all quantities supplied by Union to<br>the Ontario Point(s) of Receipt   |  | \$3.638  |
| c) | Reasonable Efforts Backstop Gas<br>Paid on all quantities of gas supplied by Union<br>to the customer's Point(s) of Consumption  |  | \$4.665  |
| d) | Banked Gas Purchase  |  |  |
|    | T-service  |  | Note (1)                                       |
| e) | Failure to Deliver<br>Applied to all quantities not delivered to Union<br>in the event the customer's supply fails   |  | \$2.828  |
| f) | Short Term Storage / Balancing Service (2)   |  |  |
|    | Maximum  |  | \$6.000  |
| g) | Discretionary Gas Supply Service ("DGSS")  |  | Note (3)                                       |
| h) | Parkway Delivery Commitment Incentive ("PDCI")   |  | \$(0.156)                                      |



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.

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario



#### 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 qualifying annual transportation volume for combined firm and interruptible service is at least 2 500 000 m<sup>3</sup> or greater and has a daily firm contracted demand up to 140,870 m<sup>3</sup>; 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 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<br>Charge<br><u>Rate/GJ/mo</u> | Commodity<br>Charge<br><u>Rate/GJ</u> | omers Providing<br><u>Compressor Fuel</u><br>Commodity<br>Charge<br><u>Rate/GJ</u> |
|--|---------------------------------------|---------------------------------------|--|
| a) Annual Firm Storage Space<br>Applied to contracted Maximum<br>Annual Storage Space  | \$0.011                               |                                       |  |
| <ul> <li>b) Annual Firm Injection/Withdrawal Right:<br/>Applied to the contracted Maximum<br/>Annual Firm Injection/Withdrawal Right<br/>Union provides deliverability Inventory<br/>Customer provides deliverability Inventory (4)</li> </ul> | \$1.429<br>\$1.184                    |                                       |  |
| <ul> <li>c) Incremental Firm Injection Right:</li> <li>Applied to the contracted Maximum</li> <li>Incremental Firm Injection Right</li> </ul>  | \$1.184                               |                                       |  |
| d) Annual Interruptible Withdrawal Right:<br>Applied to the contracted Maximum<br>Annual Interruptible Withdrawal Right  | \$1.184                               |                                       |  |

| Ø | <b>mion</b> gas |
|---|-----------------|
|---|-----------------|

Effective 2018-04-01 **Rate T1** Page 2 of 6

|    |  | Demand<br>Charge | Commodity<br>Charge |        | mers Providing<br><u>Compressor Fuel</u><br>Commodity<br>Charge |
|----|--|------------------|---------------------|--------|---|
|    |  | Rate/GJ/mo       | Rate/GJ             | Ratio  | Rate/GJ   |
| e) | Withdrawal Commodity<br>Paid on all quantities withdrawn<br>from storage up to the Maximum     |                  |                     |        |   |
|    | Daily Storage Withdrawal Quantity  |                  | \$0.021             | 0.408% | \$0.008   |
| f) | Injection Commodity<br>Paid on all quantities injected into<br>storage up to the Maximum Daily |                  |                     |        |   |
|    | Storage Injection Quantity   |                  | \$0.021             | 0.408% | \$0.008   |
| g) | Short Term Storage / Balancing Service<br>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 the customer's total 151-day winter consumption (November 1 through March 31) and the customer's average daily consumption (Daily Contract Quantity) for the contract year multiplied by 151 days of winter. 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 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.

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:

| TRANSPORTATION CHARGES:   |                         | Union Providing<br>Compressor Fuel |                   | omers Providing<br>Compressor Fuel |
|---|-------------------------|------------------------------------|-------------------|------------------------------------|
|   | Demand<br>Charge        | Commodity<br>Charge                | Fuel<br>Ratio (5) | Commodity<br>Charge                |
|   | Rate/m <sup>3</sup> /mo | Rate/m <sup>3</sup>                |                   | Rate/m <sup>3</sup>                |
| <ul> <li>a) Annual Firm Transportation</li> <li>Applied to the Firm Daily Contract Demand</li> </ul>  |                         |                                    |                   |                                    |
| First 28,150 m <sup>3</sup> per month   | 40.5921 ¢               |                                    |                   |                                    |
| Next 112,720 m <sup>3</sup> per month   | 28.0445 ¢               |                                    |                   |                                    |
| <ul> <li>b) Firm Transportation Commodity</li> <li>Paid on all firm quantities redelivered to the customer's Point(s) of Consumption</li> <li>Commodity Charge (All volumes)</li> </ul> |                         | 0.1510 ¢                           | 0.323%            | 0.1109¢                            |
| <ul> <li>c) Interruptible Transportation Commodity<br/>Paid on all interruptible quantities redelivered<br/>to the customer's Point(s) of Consumption<br/>Maximum</li> </ul>            |                         | 6.4290 ¢                           | 0.323%            | 6.3889¢                            |
| <u>Cap-and-Trade Charges (in addition to Transportation Common</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge                    | dity Charge)            | 3.3181 ¢<br>0.0240 ¢               |                   | 3.3181 ¢<br>0.0240 ¢               |

#### Notes:

- 1. 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.
- 2. In negotiating the rate to be charged for the transportation of gas under Interruptible Transportation, the matters that are to be considered include: a) The amount of the interruptible transportation for which customer is willing to contract,
  - b) The anticipated load factor for the interruptible transportation quantities,
  - c) Interruptible or curtailment provisions, and
  - d) Competition.
- 3. 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.
- 4. 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.
- 5. 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.



Effective 2018-04-01 **Rate T1** Page 4 of 6

# 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 is 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.

|   | Firm or Interruptible Service   |               |                            |  |
|---|---|---------------|----------------------------|--|
|   | Union Providing For Customers Pr<br>Compressor Fuel Their Own Compres |               | 0                          |  |
|   | Commodity<br>Charge   | Fuel<br>Ratio | Commodity<br>Charge        |  |
| Storage Injections  | \$0.083/GJ  | 0.881%        | \$0.055/GJ                 |  |
| Storage Withdrawals   | \$0.083/GJ  | 0.881%        | \$0.055/GJ                 |  |
| Transportation  | 1.4855 ¢/m³   | 0.323%        | 1.4454 ¢/m³                |  |
| <u>Cap-and-Trade Charges (in addition to Transportation Charge)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge | 3.3181 ¢/m³<br>0.0240 ¢/m³  |               | 3.3181 ¢/m³<br>0.0240 ¢/m³ |  |



Effective 2018-04-01 **Rate T1** <u>Page 5 of 6</u>

### 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 the identified unauthorized overrun charge, as appropriate.

| Unauthorized Overrun Storage Injections and Withdrawals Charge   | \$1.492 | per GJ               |
|--|---------|----------------------|
| Unauthorized Overrun Transportation Charge   | 5.8022  | ¢ per m³             |
| <u>Cap-and-Trade Charges (in addition to Transportation Charge)</u><br>Cap-and-Trade Customer-Related Charge (if applicable) | 3.3181  | ¢ per m <sup>3</sup> |
| Cap-and-Trade Facility-Related Charge  | 0.0240  | ¢ per m <sup>3</sup> |

# Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 233.3400 ¢ per m<sup>3</sup> (\$60 per GJ) for the delivery.

### 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.

| Space                             | Firm Service<br><u>Rate/GJ</u><br>\$6.000 |
|-----------------------------------|---|
| Injection / Withdrawal<br>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 | \$1,896.28 |
|----------------|------------|
|----------------|------------|

# 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

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.

|     | Ø miongas  | Effective<br>2018-04-01<br><b>Rate T1</b><br><u>Page 6 of 6</u> |
|-----|--|---|
| 4.  | Additional Service Information   |   |
|     | Additional information on Union's T1 service offering can be found at:<br>www.uniongas.com/business/account-services/unionline/contracts-rates/T1-service-features   |   |
|     | <ul> <li>The additional information consists of, but is not limited to, the following: <ol> <li>Storage space and deliverability entitlement;</li> <li>The determination of gas supply receipt points and delivery obligations;</li> <li>The nomination schedule;</li> <li>The management of multiple redelivery points by a common fuel manager; and</li> <li>The availability of supplemental transactional services including title transfers.</li> </ol> </li> </ul> |   |
| 5.  | Parkway Delivery Commitment Incentive ("PDCI")   |   |
|     | For all Parkway Delivery Obligation ("PDO") volumes delivered to Union.  | Rate/GJ   |
|     | PDCI   | \$(0.156)   |
| (D) | Delayed Payment  |   |

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104

Chatham, Ontario



#### 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) who has a daily firm contracted demand of at least 140 870 m<sup>3</sup>. Firm and/or interruptible daily contracted demand of less than 140,870 m<sup>3</sup> cannot be combined for the purposes of qualifying for this rate class; 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 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<br>Charge<br>Rate/GJ/mo | Commodity<br>Charge | <u>Their Own</u><br>Fuel | omers Providing<br><u>Compressor Fuel</u><br>Commodity<br>Charge<br>Rate/GJ |
|--|--------------------------------|---------------------|--------------------------|---|
| a) Annual Firm Storage Space<br>Applied to contracted Maximum<br>Annual Storage Space  | <u>Kale/GJ/III0</u><br>\$0.011 | <u>Rate/GJ</u>      | <u>Ratio</u>             | <u>Kale/GJ</u>  |
| <ul> <li>b) Annual Firm Injection/Withdrawal Right:<br/>Applied to the contracted Maximum<br/>Annual Firm Injection/Withdrawal Right<br/>Union provides deliverability Inventory<br/>Customer provides deliverability Inventory (4)</li> </ul> | \$1.429<br>\$1.184             |                     |                          |   |
| <ul> <li>c) Incremental Firm Injection Right:</li> <li>Applied to the contracted Maximum</li> <li>Incremental Firm Injection Right</li> </ul>  | \$1.184                        |                     |                          |   |
| <ul> <li>Annual Interruptible Withdrawal Right:<br/>Applied to the contracted Maximum<br/>Annual Interruptible Withdrawal Right</li> </ul>   | \$1.184                        |                     |                          |   |

| Ø | <b>mion</b> gas |
|---|-----------------|
|---|-----------------|

Effective 2018-04-01 **Rate T2** Page 2 of 7

| Demand     | Commodity                      |   | omers Providing<br><u>Compressor Fuel</u><br>Commodity  |
|------------|--------------------------------|---|---|
|            | 5                              | Fuel  | Charge  |
| Rate/GJ/mo | Rate/GJ                        | <u>Ratio</u>  | Rate/GJ   |
|            |                                |   |   |
|            | \$0.021                        | 0.408%  | \$0.008   |
|            | <u> </u>                       | 0.409%  | \$0.008   |
|            | φ0.02 I                        | 0.40070   | φ <b>0.000</b>  |
|            | \$6.000                        |   |   |
|            | \$0.083                        | 0.881%  | \$0.055   |
|            | Demand<br>Charge<br>Rate/GJ/mo | Charge<br>Rate/GJ/moCharge<br>Rate/GJ\$0.021\$0.021\$0.021\$6.000 | Demand<br>Charge<br>Rate/GJ/moCommodity<br>Charge<br>Rate/GJFuel<br>Ratio\$0.0210.408%\$0.0210.408%\$6.000\$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 the customer's total 151-day winter consumption (November 1 through March 31) and the customer's average daily consumption (Daily Contract Quantity) for the contract year multiplied by 151 days of winter. 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  $m^3$ /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.

#### 3.4 Contract Demand mulitple of 10

For customers with non-obligated supply and who are not eligible for Section 3.3 above, the maximum storage space is determined as 9 x firm daily Contract Demand and the Daily Variance Account maximum storage space is determined as 1 x firm daily Contract Demand.

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 m<sup>3</sup>/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.

4.3 For customers with non-obligated supply and are not eligible for Section 4.2 above, the firm storage deliverability is determined as 1.2% of firm storage space, excluding the firm storage space associated with the Daily Variance Account. For the Daily Variance Account, the storage deliverability is available on an interruptible basis up to the customer's firm contracted demand.

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:

|   |                         | Union Providing<br>Compressor Fuel |           | omers Providing<br>Compressor Fuel |
|---|-------------------------|------------------------------------|-----------|------------------------------------|
|   | Demand                  | Commodity                          | Fuel      | Commodity                          |
|   | Charge                  | Charge                             | Ratio (5) | Charge                             |
|   | Rate/m <sup>3</sup> /mo | Rate/m <sup>3</sup>                |           | Rate/m <sup>3</sup>                |
| <ul> <li>a) Annual Firm Transportation Demand</li> <li>Applied to the Firm Daily Contract Demand</li> </ul>   |                         |                                    |           |                                    |
| First 140,870 m <sup>3</sup> per month  | 32.0198 ¢               |                                    |           |                                    |
| All over 140,870 m <sup>3</sup> per month   | 16.9369 ¢               |                                    |           |                                    |
| <ul> <li>b) Firm Transportation Commodity</li> <li>Paid on all firm quantities redelivered to the customer's Point(s) of Consumption</li> <li>Commodity Charge (All volumes)</li> </ul> |                         | 0.0632 ¢                           | 0.295%    | 0.0266 ¢                           |
| <ul> <li>c) Interruptible Transportation Commodity<br/>Paid on all interruptible quantities redelivered<br/>to the customer's Point(s) of Consumption<br/>Maximum</li> </ul>            |                         | 6.4290 ¢                           | 0.295%    | 6.3924 ¢                           |
| <u>Cap-and-Trade Charges (in addition to Transportation Com</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge                       | nmodity Charge)         | 3.3181 ¢<br>0.0240 ¢               |           | 3.3181 ¢<br>0.0240 ¢               |



Effective 2018-04-01 **Rate T2** Page 4 of 7

# Notes:

- 1. 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.
- 2. Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m<sup>3</sup>/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 requirement.
- 3. In negotiating the rate to be charged for the transportation of gas under Interruptible Transportation, the matters that are to be considered include:
  - a) The amount of the interruptible transportation for which customer is willing to contract,
  - b) The anticipated load factor for the interruptible transportation quantities,
  - c) Interruptible or curtailment provisions, and
  - d) Competition.
- 4. 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.
- 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 m<sup>3</sup>/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 m<sup>3</sup>/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 is 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. Authorized Overrun is not applicable to the Daily Variance Account.



Unauthorized

Effective 2018-04-01 Rate T2 Page 5 of 7

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. The Authorized Overrun rates are not applicable to the Daily Variance Account.

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

|   | Union Providing<br>Compressor Fuel | 0             |                            |
|---|------------------------------------|---------------|----------------------------|
|   | Commodity<br>Charge                | Fuel<br>Ratio | Commodity<br>Charge        |
| Storage Injections  | \$0.083/GJ                         | 0.881%        | \$0.055/GJ                 |
| Storage Withdrawals   | \$0.083/GJ                         | 0.881%        | \$0.055/GJ                 |
| Transportation  | 1.1159 ¢/m³                        | 0.295%        | 1.0793 ¢/m³                |
| <u>Cap-and-Trade Charges (in addition to Transportation Charge)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge | 3.3181 ¢/m³<br>0.0240 ¢/m³         |               | 3.3181 ¢/m³<br>0.0240 ¢/m³ |

#### **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 the identified unauthorized overrun charge, as appropriate. For the Daily Variance Account, this unauthorized storage overrun rate will be charged on all quantities in excess of the Daily Variance Account maximum injection/withdrawal quantity.

| Unauthorized Overrun Storage Injections and Withdrawals Charge  | \$1.492          | per GJ               |
|---|------------------|----------------------|
| Unauthorized Overrun Transportation Charge  | 5.8022           | ¢ per m³             |
| <u>Cap-and-Trade Charges (in addition to Transportation Charge)</u><br>Cap-and-Trade Customer-Related Charge (if applicable)<br>Cap-and-Trade Facility-Related Charge | 3.3181<br>0.0240 | ¢ per m³<br>¢ per m³ |

#### Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 233.3400 ¢ per m<sup>3</sup> (\$60 per GJ) for the delivery.

# 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.

| Space                             | <u>Rate/GJ</u><br>\$6.000 |
|-----------------------------------|---------------------------|
| Injection / Withdrawal<br>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

## 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

The delivery options available to customers are detailed at: www.uniongas.com/business/account-services/unionline/contracts-rates/T1-service-features

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 m<sup>3</sup>/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 \$0.070/GJ/day/month multiplied by the non-obligated daily contract quantity.

Effective 2018-04-01 **Rate T2** Page 6 of 7

Firm Service

\$5,440.88

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|--|---|
| 5. Additional Service Information  |   |
| Additional information on Union's T2 service offering can be found at:<br>www.uniongas.com/business/account-services/unionline/contracts-rates/T1-service-features   |   |
| <ul> <li>The additional information consists of, but is not limited to, the following: <ol> <li>Storage space and deliverability entitlement;</li> <li>The determination of gas supply receipt points and delivery obligations;</li> <li>The nomination schedule;</li> <li>The management of multiple redelivery points by a common fuel manager; and</li> <li>The availability of supplemental transactional services including title transfers.</li> </ol> </li> </ul> |   |
| 6. Parkway Delivery Commitment Incentive ("PDCI")  |   |
| For all Parkway Delivery Obligation ("PDO") volumes delivered to Union.  | Rate/GJ   |
| PDCI   | \$(0.156)   |
| (D) Delayed Payment  |   |

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario

Supersedes EB-2017-0087 Rate Schedule effective January 1, 2018.



For Customers Providing

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 m<sup>3</sup> 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:

|  |                |           |              | Compressor Fuel |
|--|----------------|-----------|--------------|-----------------|
|  | Demand         | Commodity |              | Commodity       |
|  | Charge         | Charge    | Fuel         | Charge          |
| a) Annual Firm Storage Space   | Rate/GJ/mo     | Rate/GJ   | <u>Ratio</u> | Rate/GJ         |
| Applied to contracted Maximum<br>Annual Storage Space  | \$0.011        |           |              |                 |
| <ul> <li>b) Annual Firm Injection/Withdrawal Right:<br/>Applied to the contracted Maximum</li> </ul> |                |           |              |                 |
| Annual Firm Injection/Withdrawal Right   |                |           |              |                 |
| Union provides deliverability Inventory  | \$1.429        |           |              |                 |
| Customer provides deliverability Inventory (4)   | \$1.184        |           |              |                 |
| <ul> <li>c) Incremental Firm Injection Right:<br/>Applied to the contracted Maximum</li> </ul>       |                |           |              |                 |
| Incremental Firm Injection Right   | \$1.184        |           |              |                 |
| d) Annual Interruptible Withdrawal Right:  |                |           |              |                 |
| Applied to the contracted Maximum<br>Annual Interruptible Withdrawal Right                           | \$1.184        |           |              |                 |
|  | <b>\$1.104</b> |           |              |                 |
| e) Withdrawal Commodity  |                |           |              |                 |
| Paid on all quantities withdrawn from storage  |                | \$0.021   | 0.408%       | \$0.008         |
| up to the Maximum Daily Storage Withdrawal Quantity  |                |           |              |                 |
| f) Injection Commodity   |                |           |              |                 |
| Paid on all quantities injected into storage up to   |                | \$0.021   | 0.408%       | \$0.008         |
| the Maximum Daily Storage Injection Quantity   |                |           |              |                 |
| g) Short Term Storage / Balancing Service  |                | \$6.000   |              |                 |
| Maximum  |                | ψ0.000    |              |                 |
|  |                |           |              |                 |
|  |                |           |              |                 |



Effective 2018-04-01 **Rate T3** Page 2 of 5

# 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 the customer's total 151-day winter consumption (November 1 through March 31) and the customer's average daily consumption (Daily Contract Quantity) for the contract year multiplied by 151 days of winter. 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.

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Effective 2018-04-01 **Rate T3** <u>Page 3 of 5</u>

# **TRANSPORTATION CHARGES:**

|  |                         | Union Providing<br>Compressor Fuel |               | omers Providing<br>Compressor Fuel |
|--|-------------------------|------------------------------------|---------------|------------------------------------|
|  | Demand<br>Charge        | Commodity<br>Charge                | Fuel<br>Ratio | Commodity<br>Charge                |
|  | Rate/m <sup>3</sup> /mo | Rate/m <sup>3</sup>                |               | Rate/m <sup>3</sup>                |
| a) Annual Firm Transportation Demand<br>Applied to the Firm Daily Contract Demand  | 17.9898¢                |                                    |               |                                    |
| <ul> <li>b) Firm Transportation Commodity</li> <li>Paid on all firm quantities redelivered to the<br/>Customer's Point(s) of Redelivery</li> </ul> |                         | 0.1178 ¢                           | 0.412%        | 0.0667 ¢                           |
| <u>Cap-and-Trade Charges (in addition to Transportation Co</u><br>Cap-and-Trade Facility-Related Charge  | ommodity Charge)        | 0.0240 ¢                           |               | 0.0240 ¢                           |

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 is 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.



Effective 2018-04-01 **Rate T3** Page 4 of 5

# 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<br>Compressor Fuel |               | omers Providing<br>Compressor Fuel |
|--|------------------------------------|---------------|------------------------------------|
|  | Commodity<br>Charge                | Fuel<br>Ratio | Commodity<br>Charge                |
| Storage Injections   | \$0.083/GJ                         | 0.881%        | \$0.055/GJ                         |
| Storage Withdrawals  | \$0.083/GJ                         | 0.881%        | \$0.055/GJ                         |
| Transportation   | 0.7092 ¢/m³                        | 0.412%        | 0.6581 ¢/m³                        |
| <u>Cap-and-Trade Charges (in addition to Transportation Charge)</u><br>Cap-and-Trade Facility-Related Charge | 0.0240 ¢/m³                        |               | 0.0240 ¢/m³                        |

## **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 the identified unauthorized overrun charge, as appropriate.

| Unauthorized Overrun Storage Injections and Withdrawals Charge   | \$9.257 | per GJ   |
|--|---------|----------|
| Unauthorized Overrun Transportation Charge   | 36.0000 | ¢ per m³ |
| <u>Cap-and-Trade Charges (in addition to Transportation Charge)</u><br>Cap-and-Trade Facility-Related Charge | 0.0240  | ¢ per m³ |

# 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.

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



Effective 2018-04-01 Rate T3 Page 5 of 5

Monthly

# **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>Charge</u> |
|-------------------|---------------|
| City of Kitchener | \$ 19,843.96  |
| NRG               | \$ 3,046.25   |
| Six Nations       | \$ 1,015.42   |

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.

 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.

# 4. Parkway Delivery Commitment Incentive ("PDCI")

| For all Parkway Delivery Obligation ("PDO") volumes delivered to Union. | Rate/GJ   |
|---|-----------|
| PDCI  | \$(0.156) |

(D) Delayed Payment

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario

Supersedes EB-2017-0087 Rate Schedule effective January 1, 2018.

|     | 🖉 miongas   | Effective<br>2018-04-01<br><u>Schedule</u> "A' |
|-----|---|--|
|     | Gas Supply Charges  |  |
| A)  | Availability:   |  |
|     | Available to customers in Union's Southern Delivery Zone.   |  |
| (B) | Applicability:  |  |
|     | To all sales customers served under Rate M1, Rate M2, Rate M4, Rate M5A, Rate M7, Rate M9, Rate M10 and storage and transportation customers taking supplemental services under Rate T1, Rate T2 and Rate T3. |  |
| (C) | Rates:  | <u>cents / m<sup>3</sup></u>                   |
|     | Utility Sales   |  |
|     | Commodity and Fuel  | 12.3167 (1)<br>1.6160 (2)                      |
|     | Commodity and Fuel - Price Adjustment<br>Transportation<br>Tetal Cas Supply Commodity Charge  | - 13.9327                                      |
|     | Total Gas Supply Commodity Charge<br>Minimum Annual Gas Supply Commodity Charge   | 13.7327  |
|     |   | 0.1893   |
|     | Rate M4 Firm and Rate M5A Interruptible Contract  |  |
|     | Storage and Transportation Supplemental Services - Rate T1, Rate T2 & Rate T3   | <u>\$/GJ</u>                                   |
|     | Monthly demand charges:<br>Firm gas supply service  | 57.598   |
|     | Firm backstop gas   | 1.424  |
|     | Commodity charges:  |  |
|     | Gas supply<br>Backstop gas  | 3.191<br>3.638                                 |
|     | Reasonable Efforts Backstop Gas   | 4.665  |
|     | Supplemental Inventory  | Note (3)                                       |
|     | Supplemental Gas Sales Service (cents / m <sup>3</sup> )  | 15.3327  |
|     | Failure to Deliver: Applied to quantities not delivered to Union in the event the customer's supply fails   | 2.828  |
|     | Discretionary Gas Supply Service (DGSS)   | Note (4)                                       |

(1) The Commodity and Fuel rate includes a gas supply administration charge of 0.1893 cents/m<sup>3</sup>.

(2) Prospective Recovery of gas supply deferral accounts, and a temporary credit of (0.0002) cents/m<sup>3</sup> for the period February 1, 2018 to December 31, 2018.

(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 average cost of gas.

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

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario

Supersedes EB-2017-0087 Rate Schedule effective January 1, 2018.



Effective 2018-04-01 **Rate U2** Page 1 of 3

# 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

| i)   | Standard Storage Service (SSS)  | Demand Charge<br><u>Rate/GJ/mo</u> | Fuel<br><u>Ratio</u> | Commodity Charge<br><u>Rate/GJ</u> |
|------|---|------------------------------------|----------------------|------------------------------------|
|      | a) Combined Storage Space & Deliverability<br>Applied to contracted Maximum Storage Space                         | \$0.023                            |                      |                                    |
|      | b) Injection Commodity  |                                    | 0.408%               | \$0.026                            |
|      | c) Withdrawal Commodity   |                                    | 0.408%               | \$0.026                            |
| ii)  | Standard Peaking Service (SPS)  |                                    |                      |                                    |
|      | a) Combined Storage Space & Deliverability<br>Applied to contracted Maximum Storage Space                         | \$0.114                            |                      |                                    |
|      | b) Injection Commodity  |                                    | 0.408%               | \$0.026                            |
|      | c) Withdrawal Commodity   |                                    | 0.881%               | \$0.026                            |
| iii) | Supplemental Service  |                                    |                      |                                    |
|      | a) Incremental Firm Injection Right: (5)<br>Applied to the contracted Maximum<br>Incremental Firm Injection Right | \$1.028                            |                      |                                    |

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|---|--|----------------------|---|
|   | Demand Charge<br><u>Rate/GJ/mo</u>         | Fuel<br><u>Ratio</u> | Commodity Charge<br><u>Rate/GJ</u>                |
| <ul> <li>b) Incremental Firm Withdrawal Right: (5)</li> <li>Applied to the contracted Maximum</li> <li>Incremental Firm Withdrawal Right</li> </ul>   | \$1.028                                    |                      |   |
| c) Short Term Storage / Balancing Service<br>- Maximum  |  |                      | \$6.000   |
| Notes:  |  |                      |   |
| <ol> <li>Demand charges for Annual Services are paid monthly during<br/>its sole discretion, accepts a term of less than one year.</li> </ol>   | g the term of the Contract, which shall n  | ot be less than o    | ne year, unless Union, in                         |
| 2. Daily Firm Injection and Withdrawal Rights shall be pursuant   | to the Storage Contract.                   |                      |   |
| <ol> <li>Storage Space, Withdrawal Rights, and Injection Rights are n<br/>where necessary, approval from the Ontario Energy Board.</li> </ol>   | not assignable to any other party withou   | t the prior written  | consent of Union and                              |
| <ul> <li>4. Short Term Storage / Balancing service (less than 2 years) is</li> <li>i) a combined space and interruptible deliverability service for s</li> <li>ii) short-term incremental firm deliverability, OR</li> <li>iii) a component of an operational balancing service offered.</li> </ul> |  | s storage facilities | s, OR   |
| In negotiating the rate to be charged for service, the matters t<br>i) The minimum amount of storage service to which a customer<br>ii) Whether the customer is contracting for firm or interruptible se<br>iii) Utilization of facilities,<br>iv) Competition, and<br>v) Term.                     | r is willing to commit,                    | periods,             |   |
| 5. Union's ability to offer incremental injection and withdrawal rig  | ghts is subject to annual asset availabili | ty.                  |   |
| OVERRUN SERVICE   |  |                      |   |
| . Injection and Withdrawal  |  |                      | 0   |
| Authorized  |  | Fuel<br><u>Ratio</u> | Commodity<br>Charge<br><u>Rate/GJ</u>             |
| Injection<br>Withdrawal   |  | 0.881%<br>0.881%     | \$0.060<br>\$0.060                                |
| Unauthorized  |  |                      |   |
| If in any month, the customer has gas in storage in excess of the or<br>the customer is less than zero or the customer has injected or with<br>has not been authorized by Union or provided for under a short te  | hdrawn volumes from storage which exe      | ceeds their contra   | actual rights, and which                          |

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  | Effective<br>2018-04-01<br><b>Rate U2</b><br>Page 3 of 3 |  |  |  |  |  |
|---|--|--|--|--|--|--|
| <ol> <li>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.</li> </ol> |  |  |  |  |  |  |
| 2. Parkway Delivery Commitment Incentive ("PDCI")   |  |  |  |  |  |  |
| For all Parkway Delivery Obligation ("PDO") volumes delivered to Union. <u>Rate/GJ</u>  |  |  |  |  |  |  |
| PDCI \$(0.156)  |  |  |  |  |  |  |
| (D) Delayed Payment   |  |  |  |  |  |  |

The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% per annum) multiplied by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 20 days after the bill has been issued.

Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104 Chatham, Ontario

Supersedes EB-2017-0087 Rate Schedule effective January 1, 2018.

| Ø | <b>mion</b> gas |
|---|-----------------|
|---|-----------------|

Effective 2018-04-01 **Rate M12** Page 1 of 4

# TRANSPORTATION RATES

# (A) Applicability

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

# Applicable Points

Dawn as a receipt point: Dawn (TCPL), Dawn (Facilities), Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE). Dawn as a delivery point: Dawn (Facilities).

# (B) Services

Transportation Service under this rate schedule shall be for transportation on Union's Dawn - Parkway 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               | Fuel and Commodity Charges                         |  |                  |
|---|------------------------------|--|--|------------------|
|   | Charges<br>(applied to daily | Union Supplied Fuel                                | Shipper Supplied Fuel                  |                  |
|   | contract demand)             | Fuel and Commodity Charge                          | Fuel                                   | Commodity Charge |
|   | Rate/GJ                      | Rate/GJ  | Ratio % AND                            | Rate/GJ          |
| <u>Firm Transportation (1), (5)</u>           |                              |  |  |                  |
| Dawn to Parkway                               | \$3.716                      | Monthly fuel and commodity                         | Monthly fuel ratios shall              |                  |
| Dawn to Kirkwall                              | \$3.154                      | rates shall be in accordance                       | be in accordance with                  |                  |
| Kirkwall to Parkway                           | \$0.561                      | with schedule "C".                                 | schedule "C".                          |                  |
| M12-X Firm Transportation                     |                              |  |  |                  |
| Between Dawn, Kirkwall and Parkway            | \$4.590                      | Monthly fuel and commodity                         | Monthly fuel ratios shall              |                  |
|   |                              | rates shall be in accordance<br>with schedule "C". | be in accordance with<br>schedule "C". |                  |
|   |                              | with schedule C.                                   | Scheuule C.                            |                  |
| Limited Firm/Interruptible Transportation (1) |                              |  |  |                  |
| Dawn to Parkway – Maximum                     | \$8.918                      | Monthly fuel and commodity                         | Monthly fuel ratios shall              |                  |
| Dawn to Kirkwall – Maximum                    | \$8.918                      | rates shall be in accordance                       | be in accordance with                  |                  |
|   |                              | with schedule "C".                                 | schedule "C".                          |                  |
| Parkway (TCPL / EGT) to Parkway (Cons) /      |                              |  |  |                  |
| Lisgar (2)                                    | n/a                          | n/a  | 0.158%                                 |                  |
| Cap-and-Trade Facility-Related Charges (app   | lied to all quantities tr    | ansported)   |  |                  |
| Dawn to Kirkwall / Lisgar                     |                              | \$0.006  |  | \$0.006          |
| Dawn to Parkway                               |                              | \$0.006  |  | \$0.006          |
| Kirkwall to Parkway / Lisgar                  |                              | \$0.006  |  | \$0.006          |
| Parkway to Dawn / Kirkwall                    |                              | \$0.006  |  | \$0.006          |
| Kirkwall to Dawn                              |                              | \$0.006  |  | \$0.006          |
| Parkway (TCPL / EGT) to Parkway (Cons) /      | Lisgar (2)                   | \$0.006  |  | \$0.006          |





# (C) Rates (Cont'd)

## Authorized Overrun (3)

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.

|  | Fuel and Commodity Charges   |                           |            |                  |  |  |
|--|------------------------------|---------------------------|------------|------------------|--|--|
|  | Union Supplied Fuel          | Shipper Supplied Fuel     |            |                  |  |  |
|  | Fuel and Commodity Charge    | Fuel                      |            | Commodity Charge |  |  |
|  | Rate/GJ                      | <u>Ratio %</u>            | <u>AND</u> | Rate/GJ          |  |  |
| Transportation Overrun   |                              |                           |            |                  |  |  |
| Dawn to Parkway  | Monthly fuel and commodity   | Monthly fuel ratios shall |            | \$0.122          |  |  |
| Dawn to Kirkwall   | rates shall be in accordance | be in accordance with     |            | \$0.104          |  |  |
| Kirkwall to Parkway  | with schedule "C".           | schedule "C".             |            | \$0.018          |  |  |
| Parkway (TCPL) Overrun (4)   | n/a                          | 0.721%                    |            | n/a              |  |  |
| M12-X Firm Transportation  |                              |                           |            |                  |  |  |
| Between Dawn, Kirkwall and Parkway   | Monthly fuel and commodity   | Monthly fuel ratios       | shall      | \$0.151          |  |  |
|  | rates shall be in accordance | be in accordance v        | with       |                  |  |  |
|  | with schedule "C".           | schedule "C".             |            |                  |  |  |
| Cap-and-Trade Facility-Related Charges (applied to all quantities transported) |                              |                           |            |                  |  |  |
| Dawn to Kirkwall / Parkway (Cons) / Lisgar                                     | \$0.006                      |                           |            | \$0.006          |  |  |
| Dawn to Parkway (TCPL / EGT)   | \$0.006                      |                           |            | \$0.006          |  |  |
| Kirkwall to Parkway (Cons) / Lisgar  | \$0.006                      |                           |            | \$0.006          |  |  |
| Kirkwall to Parkway (TCPL / EGT)   | \$0.006                      |                           |            | \$0.006          |  |  |
| Parkway to Dawn / Kirkwall   | \$0.006                      |                           |            | \$0.006          |  |  |
| Kirkwall to Dawn   | \$0.006                      |                           |            | \$0.006          |  |  |
| Parkway (TCPL / EGT) to Parkway (Cons) / Lisgar (2)                            | \$0.006                      |                           |            | \$0.006          |  |  |

## 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.

## 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) 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).
- (2) This rate is for westerly transportation within the Parkway yard, from Parkway (TCPL) or Parkway (EGT) to Parkway (Cons) or Lisgar.
- (3) 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).
- (4) 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) or Parkway (EGT) on an interruptible basis. This will be in addition to any rate or ratio paid for transportation easterly to Parkway (Cons) or Lisgar.
- (5) A demand charge of \$0.070/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.



Effective 2018-04-01 **Rate M12** Page 3 of 4

# (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.

YCR = 
$$\sum_{1}^{4} [(0.001580 \text{ X} (\text{QT1} + \text{QT3})) + (\text{DSFx}(\text{QT1} + \text{QT3})) + \text{F}_{\text{ST}}]$$
 For June 1 to Sept. 30

plus

$$\sum_{5}^{12} [0.001580 \text{ x } (\text{QT1 + Q3})) + (\text{DWFxQT1}) + \text{F}_{\text{WT}}] \text{ For Oct. 1 to May 31}$$

YCRR = 
$$\sum_{1}^{4}$$
 [(0.001580 x (QT1 + QT3)) + (DSFx(QT1 + QT3)) + F<sub>ST</sub>]xR For June 1 to Sept. 30

plus

12  

$$\Sigma$$
 [(0.001580 x (QT1 + QT3)) + (DWFxQT1)+ F<sub>WT</sub>]xR For Oct. 1 to May 31  
5

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

in which:

YC 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 Delivery Point.
- F<sub>WT</sub> 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.



Effective 2018-04-01 Rate M12 Page 4 of 4

# (D) Transportation Commodity (Cont'd)

 $\mathsf{F}_{\mathsf{ST}}$ 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

In the case of Easterly flow, direct deliveries by TCPL at Parkway to Union or on behalf of Union to Union's Transportation Shippers will be allocated to (i) supply Union's markets on the Dawn-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 31<sup>st</sup>.

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" for contracts in effect before October 1, 2010. The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A 2010" for contracts in effect on or after October 1, 2010.

# (G) Nominations

Nominations under this rate schedule shall be in accordance with the attached Schedule "B" for contracts in effect before October 1, 2010. Nominations under this rate schedule shall be in accordance with the attached Schedule "B 2010" for contracts in effect on or after October 1, 2010.

# (H) Monthly Fuel Rates and Ratios

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

# **Receipt and Delivery Points and Pressures**

Receipt and Delivery Points and Pressures under this rate schedule shall be in accordance with Schedule "D 2010" for contracts in effect on or after October 1, 2010.

> Chatham, Ontario Effective April 1, 2018 Implemented April 1, 2018 O.E.B. Order # EB-2018-0104

> > Supersedes EB-2017-0087 Rate Schedule effective January 1, 2018.

## SCHEDULE "A"

#### 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/m<sup>3</sup>) 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. "m<sup>3</sup>" shall mean cubic metre of gas and "10<sup>3</sup>m<sup>3</sup>" 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;
- 19. "cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;
- 20. "hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;
- 21. "specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
- 22. "Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

## II. GAS QUALITY

- 1. <u>Natural Gas:</u> 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 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 bacteria, 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,
  - 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 four (0.4) molar percent by volume of oxygen in the gas,
  - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
  - i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
  - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.

- 3. <u>Non-conforming Gas</u>: 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 this Article II.
- 4. <u>Quality of Gas Received</u>: The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will also accept gas of a quality as set out in any other Interconnecting Pipeline's general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. 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 Union's M12 Rate Schedule.

## III. MEASUREMENTS

- 1. <u>Storage, Transportation, and/or Sales Unit</u>: 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 (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) 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 <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "**Act**") and the <u>Electricity and Gas</u> <u>Inspection Regulations</u>, SOR 86/131 (the "**Regulations**"), 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 herein.
  - d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

## 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

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## 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. <u>Construction and Maintenance</u>: 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. <u>Entry:</u> 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. <u>Property:</u> 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. <u>Metering by Union</u>: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 2. <u>Metering by Others</u>: 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. <u>Check Measuring Equipment:</u> 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. <u>Rights of Parties:</u> 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 (10) days after receipt thereof.
- 5. <u>Calibration and Test of Measuring Equipment:</u> 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 notifies 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%). 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 Act and Regulations , as may be amended from time to time and in accordance with any successor statutes and regulations.

- 6. <u>Preservation of Metering Records:</u> Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
- 7. <u>Error in Metering or Meter Failure</u>: In the event of an error in metering or a meter failure, (such error or failure being determined through check measurement by Union or any other available method), then Shipper shall enforce its rights as Shipper with the Interconnecting Pipeline(s) to remedy such error or failure including enforcing any inspection and/or verification rights and procedures.

#### VIII. BILLING

- 1. <u>Monthly Billing Date:</u> 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.
- <u>Right of Examination</u>: 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. <u>Monthly Payments</u>: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. 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. <u>Remedies for Non-payment:</u> 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. <u>Billing Adjustments:</u> 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

## SCHEDULE "A"

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 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.

- 5. An event of force majeure on Union's system will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.
- 6. Upstream or Downstream Force Majeure: An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.
- 7. Delay of Firm Transportation Services: Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the Day or Days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such Day or Days as are agreed to by Shipper and Union. If Union accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.
- 8. Demand Charge Relief for Firm Transportation Services: Despite Article XI herein, if on any Day Union fails to accept gas from Shipper by reason of an event of force majeure on Union's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the firm Contract Demand for that Contract, then for that Day the Monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Union during such Day and the quantity of gas which Shipper in good faith nominated on such Day. The term "Daily Demand Rate" shall mean the Monthly demand charge or equivalent pursuant to the M12 Rate Schedule divided by the number of days in the month for which such rate is being calculated.
- 9. If, due to the occurrence of an event of force majeure as outlined above, the capacity for gas deliveries by Union is impaired, it will be necessary for Union to curtail Shipper's gas receipts to Union hereunder, via proration based on utilization of such facilities for the Day. This prorating shall be determined by multiplying the capability of such facilities as available downstream of the impairment on the Day, by a fraction where the numerator is Shipper's nominated firm quantity and the denominator is the total of all such nominated firm quantities for nominated services and planned consumption for in-franchise customers on the Day. For the purposes of this Article XI, firm services shall mean all firm services provided by Union to in-franchise customers and ex-franchise shippers.

## 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

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## 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 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:

"Authorized Overrun" shall mean the amount by which Shipper's Authorized Quantity exceeds the Contract Demand;

"Available Capacity" shall mean at any time, Union's remaining available capacity to provide Transportation Services;

"Business Day" shall mean any day, other than Saturday, Sunday or any days on which national banks in the Province of Ontario are authorized to close;

"Contract" shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;

"Contract Year" shall mean a period of three hundred and sixty-five (365) consecutive days; provided however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days, commencing on November 1 of each year; except for the first Contract Year which shall commence on the Commencement Date and end on the first October 31 that follows such date;

"cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;

"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;

"**Day**" shall mean a period of twenty-four (24) consecutive hours beginning at 10:00 a.m. Eastern Clock Time. The reference date for any Day shall be the calendar date upon which the twenty-four (24) hour period shall commence;

"delivery" shall mean any gas that is delivered by Union into Shipper's possession, or to the possession of Shipper's agent;

"Eastern Clock Time" shall mean the local clock time in the Eastern Time Zone on any Day;

"Expansion Facilities" shall mean any new facilities to be constructed by Union in order to provide Transportation Services;

"firm" shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;

"gas" shall mean gas as defined in the <u>Ontario Energy Board Act, 1998</u>, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;

"gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m<sup>3</sup>) 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;

"hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;

"Interruptible Service HUB Contract" shall mean a contract between Shipper and Union under which Union provides interruptible HUB service;

"interruptible service" or "Interruptible" shall mean service subject to curtailment or interruption, after notice, at any time;

"Interconnecting Pipeline" shall mean a pipeline that directly connects to the Union pipeline system;

"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;

"Loaned Quantities" shall mean those quantities of gas loaned to Shipper under the Facilitating Agreement;

"m<sup>3</sup>" shall mean cubic metre of gas and "10<sup>3</sup>m<sup>3</sup>" shall mean 1,000 cubic metres of gas;

"**Month**" shall mean the period beginning at 10:00 a.m. Eastern Clock Time on the first day of a calendar month and ending at 10:00 a.m. Eastern Clock Time on the first day of the following calendar month;

"NAESB" shall mean North American Energy Standards Board;

"**OEB**" means the Ontario Energy Board;

"Open Season" or "open season" shall mean an open access auction or bidding process held by Union as a method of allocating capacity;

"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;

"receipt" shall mean any gas that is delivered into Union's possession, or the possession of Union's agent;

"Shipper" shall have the meaning as defined in the Contract, and shall also include Shipper's agent(s);

"**specific gravity**" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

"**Taxes**" shall mean any tax (other than tax on income or tax on property), duty, royalty, levy, license, fee or charge not included in the charges and rates as per the applicable rate schedule (including but not limited to charges under any form of cap and trade, carbon tax, or similar system) and that is levied, assessed or made by any governmental authority on the gas itself, or the act, right, or privilege of producing, severing, gathering, storing, transporting, handling, selling or delivering gas under the Contract;

"TCPL" means TransCanada PipeLines Limited;

"Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

## II. GAS QUALITY

- 1. <u>Natural Gas:</u> 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 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. <u>Freedom from objectionable matter:</u> The gas to be delivered to/by Union hereunder,
  - a. shall be commercially free from bacteria, 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,
- 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 four (0.4) molar percent by volume of oxygen in the gas,
- f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
- i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
- j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.
- 3. <u>Non-conforming Gas:</u> 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 this Article II.
- 4. <u>Quality of Gas Received:</u> The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will also accept gas of a quality as set out in any other Interconnecting Pipeline's general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. 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 Union's M12 Rate Schedule.

## III. <u>MEASUREMENTS</u>

- 1. <u>Storage, Transportation, and/or Sales Unit</u>: 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 (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) at Union's discretion.
- 2. <u>Determination of Volume and Energy:</u>
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas Inspection</u> <u>Regulations</u>, SOR 86/131 (the "Regulations"), 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 herein.
  - d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

#### IV. RECEIPT POINT AND DELIVERY POINT

1. Unless otherwise specified in the Contract, the point or points of receipt and 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 specified in the Contract, where possession of the gas changes from one party to the other, and as per Schedule "D 2010".

## V. POSSESSION OF AND RESPONSIBILITY FOR GAS

- 1. <u>Possession of Gas:</u> Union accepts no responsibility for any gas prior to such gas being delivered to Union at the Receipt Point or after its delivery by Union at the Delivery Point. As between the parties hereto, Union shall be deemed to be in control and possession of and responsible for all such gas from the time that such gas enters Union's system until such gas is delivered to Shipper.
- 2. <u>Liability:</u> Shipper agrees that Union is not a common carrier and is not an insurer of Shipper's gas, and that Union shall not be liable to Shipper or any third party for loss of gas in Union's possession, except to the extent such loss is caused entirely by Union's negligence or wilful misconduct.

## VI. FACILITIES ON SHIPPER'S PROPERTY

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

- 1. <u>Construction and Maintenance</u>: 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. <u>Entry:</u> 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. <u>Property:</u> 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. <u>Metering by Union</u>: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 2. <u>Metering by Others:</u> 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 its regulatory body.
- 3. <u>Check Measuring Equipment:</u> 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. <u>Rights of Parties</u>: 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 (10) days after receipt thereof.
- 5. <u>Calibration and Test of Measuring Equipment:</u> 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 notifies 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 receipts and 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 Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.
- 6. <u>Preservation of Metering Records</u>: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
- 7. <u>Error in Metering or Meter Failure:</u> In the event of an error in metering or a meter failure, (such error or failure being determined through check measurement by Union or any other available method), then Shipper shall enforce its rights as Shipper with the Interconnecting Pipeline(s) to remedy such error or failure including enforcing any inspection and/or verification rights and procedures.

## VIII. <u>BILLING</u>

- 1. <u>Monthly Billing Date:</u> Union shall render bills on or before the tenth (10<sup>th</sup>) day of each month for all Transportation 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 tenth (10<sup>th</sup>) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
- 2. <u>Right of Examination:</u> 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.
- 3. <u>Amendment of Statements:</u> For the purpose of completing a final determination of the actual quantities of gas handled in any of the Transportation Services to Shipper, the parties shall have the right to amend their statement for a period equal to the time during which the Interconnecting Pipeline retains the right to amend their statements, which period shall not exceed three (3) years from the date of termination of the Contract.

## IX. <u>PAYMENTS</u>

- 1. <u>Monthly Payments:</u> Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. 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. <u>Remedies for Non-payment:</u> 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; and,
- 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 Services 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 Services 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, 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. <u>Billing Adjustments:</u> 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, provided that claim therefore shall have been made within three (3) 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 bill.
- 4. <u>Taxes:</u> In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Union.
- 5. Set Off: If either party shall, at any time, be in arrears under any of its payment obligations to the other party under the Contract, then the party not in arrears shall be entitled to reduce the amount payable by it to the other party in arrears under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to the other party. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas under the Contract or any enhancement to the Contract, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.

## 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 <u>Arbitration Act, 1991</u>, 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. <u>Definition:</u> 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. <u>Notice:</u> 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. Exclusions: 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. <u>Notice of Remedy:</u> 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.
- 5. <u>Obligation to Perform</u>: An event of force majeure on Union's system will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.
- 6. <u>Upstream or Downstream Force Majeure:</u> An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.
- 7. <u>Delay of Firm Transportation Services:</u> Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the Day or Days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such Day or Days as are agreed to by Shipper and Union. If Union accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.
- 8. <u>Demand Charge Relief for Firm Transportation Services:</u> Despite Article XI herein, if on any Day Union fails to accept gas from Shipper by reason of an event of force majeure on Union's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the firm Contract Demand for that Contract, then for that Day the Monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Union during such Day and the quantity of gas which Shipper in good faith nominated on such Day. The term "**Daily Demand Rate**" shall mean the Monthly demand charge or equivalent pursuant to the M12 Rate Schedule divided by the number of days in the month for which such rate is being calculated.
- 9. <u>Proration of Firm Transportation Service:</u> If, due to the occurrence of an event of force majeure as outlined above, the capacity for gas deliveries by Union is impaired, it will be necessary for Union to curtail Shipper's gas receipts to Union hereunder, via proration based on utilization of such facilities for the Day. This prorating shall be determined by

multiplying the capability of such facilities as available downstream of the impairment on the Day, by a fraction where the numerator is Shipper's nominated firm quantity and the denominator is the total of all such nominated firm quantities for nominated services and planned consumption for in-franchise customers on the Day. For the purposes of this Article XI, firm services shall mean all firm services provided by Union to in-franchise customers and ex-franchise shippers.

## 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 herein) 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. <u>AMENDMENT</u>

Subject to Article XV herein and the ability of Union to amend the applicable rate schedules and price schedules, with the approval of the OEB (if required), 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

No waiver of any provision of the Contract shall be effective unless the same shall be in writing and signed by the party entitled to the benefit of such provision and then such waiver shall be effective only in the specific instance and for the specified purpose for which it was given. No failure on the part of Shipper or Union to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy under the Contract shall operate as a waiver thereof.

## 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.

## XVI ALLOCATION OF CAPACITY

- <u>Requests for Transportation Service</u>: A potential shipper may request firm transportation service on Union's system at any time. Any request for firm M12 transportation service must include: potential shipper's legal name, Receipt Point(s), Delivery Point(s), Commencement Date, Initial Term, Contract Demand and proposed payment. This is applicable for M12 service requests for firm transportation service with minimum terms of ten (10) years where Expansion Facilities are required or a minimum term of five (5) years for use of existing capacity.
- 2. <u>Expansion Facilities:</u> If requests for firm transportation services cannot be met through existing capacity such that the only way to satisfy the requests for transportation service would require the construction of Expansion Facilities which create new capacity, Union shall allocate any such new capacity by open season, subject to the terms of the open season, and these General Terms and Conditions.

- 3. <u>Open Seasons:</u> If requests for long-term firm transportation service can be met through existing facilities upon which long-term capacity is becoming available, Union shall allocate such long-term capacity by open season, subject to the terms of the open season, and these General Terms and Conditions. "**Long-term**", for the purposes of this Article XVI, means, in the case of a transportation service, a service that has a term of one year or greater.
- 4. <u>Awarding Open Season Capacity:</u> Capacity requests received during an open season shall be awarded starting with those bids with the highest economic value. If the economic values of two or more independent bids are equal, then service shall be allocated on a pro-rata basis. The economic value shall be based on the net present value which shall be calculated based on the proposed per- unit rate and the proposed term of the contract and without regard to the proposed Contract Demand ("NPV").
- 5. <u>Available Capacity Previously Offered in Open Season:</u> Union may at any time allocate capacity to respond to any M12 transportation service request through an open season. If a potential shipper requests M12 transportation service that can be provided through Available Capacity that was previously offered by Union in an open season but was not awarded, then:
  - a. Any such request must conform to the requirements of Section 1 of this Article XVI;
  - b. Union shall allocate capacity to serve such request pursuant to this Section 5, and subject to these General Terms and Conditions and Union's standard form M12 transportation contract;
  - c. Union may reject a request for M12 transportation service for any of the following reasons:
    - i) if there is insufficient Available Capacity to fully meet the request, but if that is the only reason for rejecting the request for service, Union must offer to supply the Available Capacity to the potential shipper;
    - ii) if the proposed monthly payment is less than Union's Monthly demand charge plus fuel requirements for the applicable service;
    - iii) if prior to Union accepting the request for transportation service Union receives a request for transportation service from one or more other potential shippers and there is, as a result, insufficient Available Capacity to service all the requests for service, in which case Union shall follow the procedure in Section 5 d hereof; -
    - iv) if Union does not provide the type of transportation service requested; or
    - v) if all of the conditions precedent specified in Article XXI Sections 1 and 2 herein have not been satisfied or waived.
  - d. Union will advise the potential shipper in writing whether Union accepts or rejects the request for service, subject to Article XVI 5 c, within 5 calendar days of receiving a request for M12 transportation service. If Union rejects a request for service, Union shall inform the potential shipper of the reasons why its request is being rejected; and
  - e. If Union has insufficient Available Capacity to service all pending requests for transportation service Union may:
    - i) Reject all the pending requests for transportation service and conduct an open season; or
    - ii) Union shall inform all the potential shippers who have submitted a pending request for transportation service that it does not have sufficient capacity to service all pending requests for service, and Union shall provide all such potential shippers with an equal opportunity to submit a revised request for service. Union shall then allocate the Available Capacity to the request for transportation service with the highest economic value to Union. If the economic values of two or more requests are equal, then service shall be allocated on a pro-rata basis. The economic value of any request shall be based on the NPV.

## XVII. <u>RENEWALS</u>

Contracts with an Initial Term of five (5) years or greater will continue in full force and effect beyond the Initial Term, automatically renewing for a period of one (1) year, and every one (1) year thereafter. Shipper may reduce the Contract Demand or terminate the Contract with notice in writing by Shipper at least two (2) years prior to the expiration thereof.

#### XVIII. SERVICE CURTAILMENT

1. <u>Right to Curtail:</u> Union shall have the right to curtail or not to schedule part or all of Transportation Services, in whole or in part, on all or a portion of its pipeline system at any time for reasons of Force Majeure or when, in Union sole discretion, acting reasonably, capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes to its pipeline system. Union shall provide Shipper such notice of such curtailment as is reasonable under the circumstances. If due to any cause whatsoever Union is unable to receive or deliver the quantities of Gas which Shipper has requested, then Union shall order curtailment by all Shippers affected and to the extent necessary to remove the effect of the disability. Union has a priority of service policy to determine the order of service curtailment. In order to place services on the priority of service list, Union considers the following business principles: appropriate level of access to core services, customer commitment, encouraging appropriate contracting, materiality, price and term, and promoting and enabling in-franchise consumption.

The Priority ranking for all services utilizing Union Gas' storage, transmission and distribution system as applied to both infranchise and ex-franchise services are as follows; with number 1 having the highest priority and the last interrupted.

- 1. Firm In-franchise Transportation and Distribution services and firm Ex-franchise services (Note 1)
- 2. In-franchise Interruptible Distribution services
- 3. C1/M12 IT Transport and IT Exchanges with Take or Pay rates
- 4. Balancing (Hub Activity) < = 100 GJ/d; Balancing (Direct Purchase) < = 500 GJ/d; In-franchise distribution authorized overrun (Note 3)
- 5. C1/M12 IT Transport and IT Exchanges at premium rates
- 6. C1/M12 Overrun < = 20% of CD (Note 4)
- 7. Balancing (Direct Purchase) > 500 GJ/d
- 8. Balancing (Hub Activity) > 100 GJ/d; C1/M12 IT Transport and IT Exchanges
- 9. C1/M12 Overrun > 20% of CD
- 10. C1/M12 IT Transport and IT Exchanges at a discount
- 11. Late Nominations
  - Notes:
    - 1. Nominated services must be nominated on the NAESB Timely Nomination Cycle otherwise they are considered to be late nomination and are therefore interruptible.
  - 2. Higher value or more reliable IT is contemplated in the service and contract, when purchase at market competitive prices.
  - 3. Captures the majority of customers that use Direct Purchase balancing transactions.
  - 4. Captures the majority of customers that use overrun.
- 2. <u>Capacity Procedures:</u> Union reserves the right to change its procedures for sharing interruptible capacity and will provide Shipper with two (2) months prior notice of any such change.
- 3. <u>Maintenance:</u> Union's facilities from time to time may require maintenance or construction. If such maintenance or construction is required, and in Union's sole opinion, acting reasonably, such maintenance or construction may impact Union's ability to meet Shipper's requirements, Union shall provide at least ten (10) days notice to Shipper, except in the case of an emergency. In the event the maintenance impacts Union's ability to meet Shipper's requirements, Union shall not be liable for any damages and shall not be deemed in breach of the Contract. To the extent that Union's ability to accept and/or deliver Shipper's gas is impaired, the Monthly demand charge shall be reduced in accordance with Article XI Section 8 and available capacity allocated in accordance with Article XI Section 9 herein.

Union shall use reasonable efforts to determine a mutually acceptable period during which such maintenance or construction will occur and also to limit the extent and duration of any impairments. Union will endeavour to schedule and complete the maintenance and construction, which would normally be expected to impact on Union's ability to meet Shipper's requirements, during the period from April 1 through to November 1.

## XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

- 1. <u>Shipper's Warranty:</u> Shipper warrants that it will, if required, maintain, or have maintained on its behalf, all external approvals including the governmental, regulatory, import/export permits and other approvals or authorizations that are required from any federal, state or provincial authorities for the gas quantities to be handled under the Contract. Shipper further warrants that it shall maintain in effect the Facilitating Agreements.
- 2. <u>Financial Representations:</u> Shipper represents and warrants that the financial assurances (including the Initial Financial Assurances and Security) (if any) shall remain in place throughout the term hereof, unless Shipper and Union agree otherwise. Shipper shall notify Union in the event of any change to the financial assurances throughout the term hereof. Should Union have reasonable grounds to believe that Shipper will not be able to perform or continue to perform any of its obligations under the Contract as a result of one of the following events ("Material Event");
  - a. Shipper is in default, which default has not been remedied, of the Contract or is in default of any other material contract with Union or another party; or,
  - b. Shipper's corporate or debt rating falls below investment grade according to at least one nationally recognized rating agency; or,
  - c. Shipper ceases to be rated by a nationally recognized agency; or,
  - d. Shipper has exceeded credit available as determined by Union from time to time,

then Shipper shall within fourteen (14) days of receipt of written notice by Union, obtain and provide to Union a letter of credit or other security in the form and amount reasonably required by Union (the "**Security**"). The Security plus the Initial Financial Assurances shall not exceed twelve (12) months of Monthly demand charges (in accordance with Article IX herein) multiplied by Contract Demand. In the event that Shipper does not provide to Union such Security within such fourteen (14) day period, Union may deem a default under the Default and Termination provisions of Article XII herein.

In the event that Shipper in good faith, reasonably believes that it should be entitled to reduce the amount of or value of the Security previously provided, it may request such a reduction from Union and to the extent that the Material Event has been mitigated or eliminated, Union shall return all or a portion of the Security to Shipper within fourteen (14) Business Days after receipt of the request.

#### XX. MISCELLANEOUS PROVISIONS

- Permanent Assignment: Shipper may assign the Contract to a third party ("Assignee"), up to the Contract Demand, (the "Capacity Assigned"). Such assignment shall require the prior written consent of Union and release of obligations by Union for the Capacity Assigned from the date of assignment. Such consent and release shall not be unreasonably withheld and shall be conditional upon the Assignee providing, amongst other things, financial assurances as per Article XXI herein. Any such assignment will be for the full rights, obligations and remaining term of the Contract as relates to the Capacity Assigned.
- 2. <u>Temporary Assignment:</u> Shipper may, upon notice to Union, assign all or a part of its service entitlement under the Contract (the "Assigned Quantity") and the corresponding rights and obligations to an Assignee on a temporary basis for not less than one calendar month. Such assignment shall not be unreasonably withheld and shall be conditional upon the Assignee executing the Facilitating Agreement as per Article XXI herein. Notwithstanding such assignment, Shipper shall remain obligated to Union to perform and observe the covenants and obligations contained herein in regard to the Assignee fails to do so.
- 3. <u>Title to Gas:</u> Shipper represents and warrants to Union that Shipper shall have good and marketable title to, or legal authority to deliver to Union, all gas delivered to Union hereunder. Furthermore, Shipper hereby agrees to indemnify and save Union harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all third parties to such gas or on account of Taxes, or other charges thereon.

## XXI. <u>PRECONDITIONS TO TRANSPORTATION SERVICES</u>

- 1. <u>Union Conditions</u>: The obligations of Union to provide Transportation Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Union and which may be waived or extended in whole or in part in the manner provided in the Contract:
  - a. Union shall have obtained, in form and substance satisfactory to Union, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required to provide the Transportation Services; and,
  - b. Union shall have obtained all internal approvals that are necessary or appropriate to provide the transportation Services; and,
  - c. Union shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper's ability to honour the provisions of the Contract (the "Initial Financial Assurances"). The Initial Financial Assurances, if required, will be as determined solely by Union; and,
  - d. Shipper and Union shall have entered into the Interruptible Service HUB Contract or equivalent (the "Facilitating Agreement") with Union.
- 2. <u>Shipper Conditions</u>: The obligations of Shipper hereunder are subject to the following conditions precedent, which are for the sole benefit of Shipper and which may be waived or extended in whole or in part in the manner provided in the Contract:
  - a. Shipper shall, as required, have entered into the necessary contracts with Union and/or others to facilitate the Transportation Services contemplated herein, including contracts for upstream and downstream transportation, and shall specifically have an executed and valid Facilitating Agreement; and shall, as required, have entered into the necessary contracts to purchase the gas quantities handled under the Contract; and,
  - b. Shipper shall have obtained, in form and substance satisfactory to Shipper, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required from federal, state, or provincial authorities for the gas quantities handled under the Contract; and,
  - c. Shipper shall have obtained all internal approvals that are necessary or appropriate for the Shipper to execute the Contract.
- 3. <u>Satisfaction of Conditions:</u> Union and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in this Article XXI Section 1 a, c, and d and Section 2 a and b. Each party shall notify the other forthwith in writing of the satisfaction or waiver of each condition precedent for such party's benefit. If a party concludes that it will not be able to satisfy a condition precedent that is for its benefit, such party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations thereunder.
- 4. <u>Non-Satisfaction of Conditions</u>: If any of the conditions precedent in this Article XXI Section 1 c or Section 2 are not satisfied or waived by the party entitled to the benefit of that condition by the Conditions Date as such term is defined in the Contract, then either party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations hereunder, provided that any rights or remedies that a party may have for breaches of the Contract prior to such termination and any liability a party may have incurred before such termination shall not thereby be released.

#### SCHEDULE "B"

#### RATE M12 NOMINATIONS

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 details regarding the guantity it desires to be handled at the applicable Receipt Point(s) and/or Delivery Point(s), and such additional information as Union determines to be necessary (a "Nomination").

ii) All Nominations shall be submitted by electronic means via Unionline. Union, in its sole discretion, may amend or modify the nominating procedures or Unionline at any time. Nominations shall be submitted so as to be received by Union in accordance with timelines established by Union, which reflect the NAESB standard nomination cycles. Union will accept all Nominations on each of the nomination cycles. Nominations made after the applicable deadline shall not be accepted except at the sole discretion of Union. The nomination cycle timelines are posted on Union's website and the nomination deadlines are provided in Unionline.

iii) For customers electing firm all day transportation service, nominations shall be provided to Union's Gas Management Services as outlined in the F24 -T Agreement.

Union shall determine whether or not all or any portion of the Nomination will be accepted. In the event Union determines b) that it will not accept such Nomination, Union shall advise Shipper of the reduced quantity (the "Quantity Available") for Services at the applicable points as outlined in each nomination cycle. After receiving such advice from Union but no later than one half hour after the Quantities Available deadline as outlined in each nomination cycle, 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.

That portion of a Shipper's Nomination or Revised Nomination, as set out in (a) and (b), above, which Union shall accept C) for Services hereunder, shall be known as Shipper's "Authorized Quantity".

If on any day the actual quantities handled by Union, for each of the Services authorized, exceed Shipper's Authorized d) 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".

The daily quantity of gas nominated by Shipper will be delivered by Shipper at rates of flow that are as nearly constant as e) 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 guantity 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.

A nomination for a daily quantity of gas on any day shall remain in effect and apply to subsequent days unless and until f) 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.

Except for periods of gas or quantity balancing as provided in the Contract, nominations by Shipper for deliveries to Union g) and redeliveries by Union shall be the same delivery of gas by Union either to Shipper or a Shipper's Account with Union.

a)

### RATE M12 NOMINATIONS

- For Transportation Services required on any Day under the Contract, Shipper shall provide Union with details regarding the quantity of Gas it desires to be handled at the applicable Receipt Point(s) and/or Delivery Point(s), and such additional information as Union determines to be necessary (a "Nomination").
- 2. All Nominations shall be submitted by electronic means via Unionline. Union, in its sole discretion, may amend or modify the nominating procedures or Unionline at any time. Nominations shall be submitted so as to be received by Union in accordance with timelines established by Union, which reflect the NAESB standard nomination cycles. Union will accept all Nominations on each of the nomination cycles. Nominations made after the applicable deadline shall not be accepted except at the sole discretion of Union. The nomination cycle timelines are posted on Union's website and the nomination deadlines are provided in Unionline.
- 3. Union shall determine whether or not all or any portion of the Nomination will be scheduled at each nomination cycle. With respect to each nomination cycle, in the event Union determines that it will not schedule such Nomination, Union shall advise Shipper of the reduced quantity (the "Quantities Available") for Transportation Services at the applicable points as outlined in each nomination cycle. After receiving such advice from Union, but no later than one half hour after the Quantities Available deadline as outlined in each nomination cycle, Shipper shall provide a revised nomination ("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 Quantities Available, then the Revised Nomination shall be deemed to be the Quantity Available. If the Revised Nomination (delivered with the time allowed as required above) is less than the Quantity Available, then such lessor amount shall be the Revised Nomination.
- 4. For Shippers electing firm all day transportation service, nominations shall be provided to Union's Gas Management Services as outlined in the F24 –T Agreement.
- 5. For Transportation Services requiring Shipper to provide compressor fuel in kind, the nominated fuel requirements will be calculated by rounding to the nearest whole GJ.
- 6. All Timely Nominations shall have rollover options. Specifically, Shippers shall have the ability to nominate for several days, months or years, provided the Nomination start date and end date are both within the term of the Transportation Agreement.
- 7. Nominations received after the nomination deadline shall, if accepted by Union, be scheduled after Nominations received before the nomination deadline.
- 8. All Services are required to be nominated in whole Gigajoules (GJ).
- 9. To the extent Union is unable to complete a Nomination confirmation due to inaccurate, untimely or incomplete data involving an Interconnecting Pipeline entity, Union shall undertake reasonable efforts to confirm the transaction on a non-discriminatory basis until such time that the transaction is adequately verified by the parties, or until such time that Union determines that the Nomination is invalid at which time the Union shall reject the Nomination.
- 10. That portion of a Shipper's Nomination or Revised Nomination, as set out in paragraphs 1 and 3 above, which Union shall schedule for Transportation Services hereunder, shall be known as Shipper's "Authorized Quantity".
- 11. If on any day the actual quantities handled by Union, for each of the Transportation 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 Transportation

Services exceed Shipper's Authorized Quantity shall be deemed "Unauthorized Overrun".

- 12. 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<sup>th</sup>) of the quantity received for that day. Union shall have the right to limit Transportation Services when on any day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth (1/20<sup>th</sup>) of the quantity handled for that day, for each applicable Transportation Service.
- 13. The parties hereto recognize that with respect to Transportation Services, on any day, receipts of gas by Union and deliveries of gas by Union may not always be exactly equal, but each party shall cooperate with the other in order to balance as nearly as possible the quantities transacted on a daily basis, and any imbalances arising shall be allocated to the Facilitating Agreement and shall be subject to the respective terms and charges contained therein, and shall be resolved in a timely manner.
- 14. Shipper may designate via Unionline access request form, a third party as agent for purposes of providing a Nomination, and for giving and receiving notices related to Nominations, and Union shall only accept nominations from the agent. Any such designation, if acceptable to Union, shall be effective following the receipt and processing of the written notice and will remain in effect until revoked in writing by Shipper.

# UNION GAS LIMITED M12 Monthly Transportation Fuel Ratios and Fuel Rates Firm or Interruptible Transportation Commodity Effective April 1, 2018

|           | VT1 Ea       | asterly     | VT1 Easterly              |            |                |              |  |
|-----------|--------------|-------------|---------------------------|------------|----------------|--------------|--|
|           | Dawn to Park | way (TCPL), | Dawn to Kirkwall, Lisgar, |            |                |              |  |
|           | Parkway      | (EGT)       | Parkway (C                | onsumers)  | M12-X Westerly |              |  |
|           | With Dawn C  | compression | With Dawn C               | ompression | Kirkwall t     | vall to Dawn |  |
|           | Fuel Ratio   | Fuel Rate   | Fuel Ratio                | Fuel Rate  | Fuel Ratio     | Fuel Rate    |  |
| Month     | (%)          | (\$/GJ)     | (%)                       | (\$/GJ)    | (%)            | (\$/GJ)      |  |
| April     | 0.879        | 0.028       | 0.546                     | 0.017      | 0.158          | 0.005        |  |
| May       | 0.626        | 0.020       | 0.373                     | 0.012      | 0.158          | 0.005        |  |
| June      | 0.523        | 0.016       | 0.275                     | 0.009      | 0.158          | 0.005        |  |
| July      | 0.508        | 0.016       | 0.262                     | 0.008      | 0.158          | 0.005        |  |
| August    | 0.405        | 0.013       | 0.159                     | 0.005      | 0.158          | 0.005        |  |
| September | 0.401        | 0.013       | 0.159                     | 0.005      | 0.158          | 0.005        |  |
| October   | 0.750        | 0.024       | 0.461                     | 0.014      | 0.158          | 0.005        |  |
| November  | 0.894        | 0.028       | 0.624                     | 0.020      | 0.158          | 0.005        |  |
| December  | 1.012        | 0.033       | 0.743                     | 0.024      | 0.158          | 0.005        |  |
| January   | 1.166        | 0.037       | 0.882                     | 0.028      | 0.158          | 0.005        |  |
| February  | 1.107        | 0.035       | 0.831                     | 0.026      | 0.158          | 0.005        |  |
| March     | 1.033        | 0.033       | 0.742                     | 0.024      | 0.158          | 0.005        |  |

|           | M12-X E         | Easterly     | M12-X Easterly      |           |                           |           |  |
|-----------|-----------------|--------------|---------------------|-----------|---------------------------|-----------|--|
|           | Kirkwall to Par | kway (TCPL), | Kirkwall to Lisgar, |           | M12-X Westerly            |           |  |
|           | Parkway         | (EGT)        | Parkway (C          | onsumers) | Parkway to Kirkwall, Dawn |           |  |
|           | Fuel Ratio      | Fuel Rate    | Fuel Ratio          | Fuel Rate | Fuel Ratio                | Fuel Rate |  |
| Month     | (%)             | (\$/GJ)      | (%)                 | (\$/GJ)   | (%)                       | (\$/GJ)   |  |
| April     | 0.491           | 0.015        | 0.158               | 0.005     | 0.301                     | 0.010     |  |
| Мау       | 0.411           | 0.013        | 0.158               | 0.005     | 0.301                     | 0.010     |  |
| June      | 0.406           | 0.013        | 0.158               | 0.005     | 0.301                     | 0.010     |  |
| July      | 0.404           | 0.013        | 0.158               | 0.005     | 0.301                     | 0.010     |  |
| August    | 0.404           | 0.013        | 0.158               | 0.005     | 0.301                     | 0.010     |  |
| September | 0.400           | 0.013        | 0.158               | 0.005     | 0.301                     | 0.010     |  |
| October   | 0.448           | 0.015        | 0.158               | 0.005     | 0.301                     | 0.010     |  |
| November  | 0.427           | 0.014        | 0.158               | 0.005     | 0.158                     | 0.005     |  |
| December  | 0.428           | 0.014        | 0.158               | 0.005     | 0.158                     | 0.005     |  |
| January   | 0.442           | 0.015        | 0.158               | 0.005     | 0.158                     | 0.005     |  |
| February  | 0.434           | 0.014        | 0.158               | 0.005     | 0.158                     | 0.005     |  |
| March     | 0.449           | 0.015        | 0.158               | 0.005     | 0.158                     | 0.005     |  |

# UNION GAS LIMITED M12 Monthly Transportation Authorized Overrun Fuel Ratios and Fuel Rates Firm or Interruptible Transportation Commodity <u>Effective April 1, 2018</u>

|           | VT1 Ea       | asterly     | VT1 Easterly              |            |                          |           |  |
|-----------|--------------|-------------|---------------------------|------------|--------------------------|-----------|--|
|           | Dawn to Park | way (TCPL), | Dawn to Kirkwall, Lisgar, |            |                          |           |  |
|           | Parkway      | (EGT)       | Parkway (C                | onsumers)  | M12-X Westerly           |           |  |
|           | With Dawn C  | compression | With Dawn C               | ompression | npression Kirkwall to Da |           |  |
|           | Fuel Ratio   | Fuel Rate   | Fuel Ratio                | Fuel Rate  | Fuel Ratio               | Fuel Rate |  |
| Month     | (%)          | (\$/GJ)     | (%)                       | (\$/GJ)    | (%)                      | (\$/GJ)   |  |
| April     | 1.499        | 0.170       | 1.166                     | 0.159      | 0.778                    | 0.175     |  |
| May       | 1.246        | 0.162       | 0.993                     | 0.154      | 0.778                    | 0.175     |  |
| June      | 1.143        | 0.158       | 0.895                     | 0.151      | 0.778                    | 0.175     |  |
| July      | 1.128        | 0.158       | 0.882                     | 0.150      | 0.778                    | 0.175     |  |
| August    | 1.025        | 0.155       | 0.779                     | 0.147      | 0.778                    | 0.175     |  |
| September | 1.021        | 0.155       | 0.779                     | 0.147      | 0.778                    | 0.175     |  |
| October   | 1.371        | 0.165       | 1.081                     | 0.156      | 0.778                    | 0.175     |  |
| November  | 1.514        | 0.170       | 1.244                     | 0.162      | 0.778                    | 0.175     |  |
| December  | 1.632        | 0.175       | 1.363                     | 0.165      | 0.778                    | 0.175     |  |
| January   | 1.786        | 0.179       | 1.502                     | 0.170      | 0.778                    | 0.175     |  |
| February  | 1.727        | 0.177       | 1.451                     | 0.168      | 0.778                    | 0.175     |  |
| March     | 1.653        | 0.175       | 1.362                     | 0.165      | 0.778                    | 0.175     |  |

|           | M12-X Easterly M12-X Easterly |              |                     |           |                           |           |  |
|-----------|-------------------------------|--------------|---------------------|-----------|---------------------------|-----------|--|
|           | Kirkwall to Parl              | kway (TCPL), | Kirkwall to Lisgar, |           | M12-X Westerly            |           |  |
|           | Parkway                       | r (EGT)      | Parkway (C          | onsumers) | Parkway to Kirkwall, Dawn |           |  |
|           | Fuel Ratio                    | Fuel Rate    | Fuel Ratio          | Fuel Rate | Fuel Ratio                | Fuel Rate |  |
| Month     | (%)                           | (\$/GJ)      | (%)                 | (\$/GJ)   | (%)                       | (\$/GJ)   |  |
| April     | 1.111                         | 0.186        | 0.778               | 0.175     | 0.921                     | 0.180     |  |
| May       | 1.031                         | 0.184        | 0.778               | 0.175     | 0.921                     | 0.180     |  |
| June      | 1.026                         | 0.184        | 0.778               | 0.175     | 0.921                     | 0.180     |  |
| July      | 1.024                         | 0.184        | 0.778               | 0.175     | 0.921                     | 0.180     |  |
| August    | 1.024                         | 0.184        | 0.778               | 0.175     | 0.921                     | 0.180     |  |
| September | 1.020                         | 0.184        | 0.778               | 0.175     | 0.921                     | 0.180     |  |
| October   | 1.068                         | 0.185        | 0.778               | 0.175     | 0.921                     | 0.180     |  |
| November  | 1.047                         | 0.185        | 0.778               | 0.175     | 0.778                     | 0.175     |  |
| December  | 1.048                         | 0.185        | 0.778               | 0.175     | 0.778                     | 0.175     |  |
| January   | 1.062                         | 0.184        | 0.778               | 0.175     | 0.778                     | 0.175     |  |
| February  | 1.054                         | 0.185        | 0.778               | 0.175     | 0.778                     | 0.175     |  |
| March     | 1.069                         | 0.185        | 0.778               | 0.175     | 0.778                     | 0.175     |  |

## RATE M12 RECEIPT AND DELIVERY POINTS AND PRESSURES

## 1. Receipt and Delivery Points:

The following defines each Receipt Point and/or Delivery Point, as indicated (R= Receipt Point; D= Delivery Point)

| R,D | <u>DAWN (FACILITIES):</u> | Union's Compressor Station site situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn-Euphemia, in the County of Lambton. This point is applicable for quantities of gas that have been previously transported or stored under other contracts that Shipper may have in place with Union. |
|-----|---------------------------|--|
| R   | DAWN (TCPL):              | At the junction of Union's and TCPL's facilities, at or adjacent to Dawn (Facilities).   |
| R   | DAWN (TECUMSEH):          | At the junction of Union's and Enbridge Gas Distribution Inc.'s (Enbridge) Tecumseh Gas Storage's facilities, at or adjacent to Dawn (Facilities).   |
| R   | DAWN (TSLE):              | At the junction of Union's and Enbridge Gas Distribution Inc.'s (" <b>Enbridge</b> ") NPS 16 Tecumseh Sombra Line Extension facilities; at or adjacent to Dawn (Facilities).   |
| R   | DAWN (VECTOR):            | At the junction of Union's and Vector Pipeline Limited Partnership (" <b>Vector</b> ") facilities, at or adjacent to Dawn (Facilities).  |
| R,D | PARKWAY (TCPL):           | At the junction of Union's and TCPL's facilities, at or adjacent to Union's facilities situated in the Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga).   |
| R,D | <u>KIRKWALL:</u>          | At the junction of Union's and TCPL's facilities at or adjacent to Union's facilities situated in Part Lot Twenty-Five (25), Concession 7, Town of Flamborough.  |
| D   | PARKWAY (CONSUMERS):      | At the junction of Union's and Enbridge's facilities, at or adjacent to Union's facilities situated in Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga).   |
| D   | <u>PARKWAY (EGT)</u> :    | At the junction of Union's and Enbridge's facilities, at or adjacent to Union's facilities situated in Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga).   |
| D   | LISGAR:                   | At the junction of the facilities of Union and Enbridge situated at 6620 Winston Churchill Boulevard, City of Mississauga.   |

### 2. Receipt and Delivery Pressures:

(a) All Gas tendered by or on behalf of Shipper to Union shall be tendered at the Receipt Point(s) at Union's prevailing pressure at that Receipt Point, or at such pressure as per operating agreements between Union and the applicable Interconnecting Pipeline as amended or restated from time to time.

(b) All Gas tendered by or on behalf of Union to Shipper shall be tendered at the Delivery Point(s) at Union's prevailing pressure at that Delivery Point or at such pressure as per agreements between Union and the applicable Interconnecting Pipeline as amended or restated from time to time.

(c) Under no circumstances shall Union be obligated to receive or deliver gas hereunder at pressures exceeding the maximum allowable operating pressures prescribed under any applicable governmental regulations; nor shall Union be required to make any physical deliveries or to accept any physical receipts which its existing facilities cannot accommodate.



Effective 2018-04-01 Rate M13 Page 1 of 1

# 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.

# Applicable Points

Dawn as a delivery point: Dawn (Facilities).

# (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

| DCI | nana commonly                                     |                                       |                                       | Union<br>Supplied Fuel                         | Shipp                  | er Supplie | ed Fuel                               |
|-----|---|---------------------------------------|---------------------------------------|--|------------------------|------------|---------------------------------------|
|     |   | Demand<br>Charge<br><u>Rate/Month</u> | Commodity<br>Charge<br><u>Rate/GJ</u> | Fuel and<br>Commodity Charge<br><u>Rate/GJ</u> | Fuel<br><u>Ratio %</u> | AND        | Commodity<br>Charge<br><u>Rate/GJ</u> |
| 1.  | Monthly fixed charge per Customer Station         | \$957.58                              |                                       |  |                        |            |                                       |
| 2.  | Transmission Commodity Charge                     |                                       | \$0.035                               |  |                        |            |                                       |
| 3.  | Delivery Commodity Charge                         |                                       |                                       | \$0.005  | 0.158%                 |            |                                       |
| 4.  | Cap-and-Trade Facility-Related Charge (applied to | all quantities trans                  | sported)                              | \$0.006  |                        |            | \$0.006                               |

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.

# 5. 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 the identified authorized overrun charge. Overrun will be authorized at Union's sole discretion.

| Union            |   |   |  |  |
|------------------|---|---|--|--|
| Supplied Fuel    | Shipper Supplied Fuel                                     |   |  |  |
| Fuel and         |   |   | Commodity  |  |
| Commodity Charge | Fuel  |   | Charge   |  |
| Rate/GJ          | <u>Ratio %</u>  | <u>AND</u>  | Rate/GJ  |  |
|                  |   |   |  |  |
| \$0.135          | 0.158%  |   | \$0.130  |  |
| \$0.006          |   |   | \$0.006  |  |
|                  | Fuel and<br>Commodity Charge<br><u>Rate/GJ</u><br>\$0.135 | Supplied FuelShippFuel andCommodity ChargeFuelRate/GJRatio %\$0.1350.158% | Supplied FuelShipper SuppliedFuel andFuelCommodity ChargeFuelRate/GJRatio %\$0.1350.158% | Supplied FuelShipper Supplied FuelFuel andCommodityCommodity ChargeFuelChargeRate/GJRatio %AND\$0.1350.158%\$0.130 |

# 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

The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A 2013" for contracts in effect on or after January 1, 2013.

Effective April 1, 2018 Chatham, Ontario Implemented April 1, 2018 O.E.B. Order # EB-2018-0104

Supersedes EB-2017-0087 Rate Schedule effective January 1, 2018.

### RATE M13 GENERAL TERMS & CONDITIONS

#### I. <u>DEFINITIONS</u>

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:

"Aid to Construction" shall include any and all costs, expenses, amounts, damages, obligations, or other liabilities (whether of a capital or operating nature, and whether incurred before or after the date of the Contract) actually paid by Union (including amounts paid to affiliates for services rendered in accordance with the Affiliate Relationships Code as established by the OEB) in connection with or in respect of satisfying the conditions precedent set out in Article XXI herein (including without limitation the cost of construction, installation and connection of any required meter station as described in Article IX, Section 6, the obtaining of all governmental, regulatory and other third party approvals, and the obtaining of rights of way) whether resulting from Union's negligence or not, except for any costs that have arisen from the gross negligence, fraud, or wilful misconduct of Union;

"Average Local Producer Heat" ("ALPH") shall mean the heat content value as set by Union, and shall be determined by volumetrically averaging the gross heat content of all produced gas delivered to the Union system by Ontario Local Producers. The ALPH shall be expressed in GJ/10<sup>3</sup>m<sup>3</sup> and may be adjusted from time to time by Union;

"Business Day" shall mean any day, other than Saturday, Sunday or any days on which national banks in the Province of Ontario are authorized to close;

"Contract" shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;

"Contract Year" shall mean a period of three hundred and sixty-five (365) consecutive days; provided however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days, commencing on November 1 of each year; except for the first Contract Year which shall commence on the Commencement Date and end on the first October 31 that follows such date;

"cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;

"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;

"**Dawn Quantity**" shall mean the total daily quantity of gas in GJ delivered at Dawn (Facilities), which is equal to the total energy of all gas supplied daily to Union at the Receipt Point(s). The Dawn Quantity shall be calculated utilizing the following factor equation: Dawn Quantity = Produced Volume x ALPH;

**"Day**" shall mean a period of twenty-four (24) consecutive hours beginning at 10:00 a.m. Eastern Clock Time. The reference date for any Day shall be the calendar date upon which the twenty-four (24) hour period shall commence;

"Delivery Point" shall mean the point where Union shall deliver the Dawn Quantity and/or Market Quantity to Shipper and as further defined in Schedule 1 of the Contract;

"Distribution Demand" shall mean the varying demand for the supply of gas, as determined by Union, on Union's pipeline and distribution system for users of gas who are supplied or delivered gas by Union's pipeline and distribution system;

"Eastern Clock Time" shall mean the local clock time in the Eastern Time Zone on any Day;

"firm" shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;

"Firm Daily Variability Demand" shall mean the established quantity set forth in Schedule 2 of the Contract, which is the

permitted difference between the Dawn Quantity and the Market Quantity;

"gas" shall mean gas as defined in the <u>Ontario Energy Board Act, 1998</u>, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;

"gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m<sup>3</sup>) 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;

"hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;

"Interruptible Service HUB Contract" shall mean a contract between Shipper and Union under which Union provides interruptible HUB service;

"Interconnecting Pipeline" shall mean a pipeline that directly connects to the Union pipeline and distribution system;

"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;

"m<sup>3</sup>" shall mean cubic metre of gas and "10<sup>3</sup>m<sup>3</sup>" shall mean 1,000 cubic metres of gas;

"**MAOP**" shall mean the maximum allowable operating pressure of Union's pipeline and distribution system and as further defined in Schedule 1 of the Contract;

"Market Quantity" shall mean the daily quantity in GJ nominated for Name Change Service that Day by Shipper at Dawn (Facilities);

"Maximum Daily Quantity" shall mean the maximum quantity of gas Shipper may deliver to Union at a Receipt Point on any Day, as further defined in Schedule 1;

"**Month**" shall mean the period beginning at 10:00 a.m. Eastern Clock Time on the first day of a calendar month and ending at 10:00 a.m. Eastern Clock Time on the first day of the following calendar month;

"Name Change Service" shall mean an interruptible administrative service whereby Union acknowledges for Shipper a change in title of a gas quantity from Shipper to a third party at the Delivery Point;

"OEB" means the Ontario Energy Board;

"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;

"Produced Volume" shall mean the aggregate of all actual volumes of gas in 10<sup>3</sup>m<sup>3</sup>, delivered by Shipper to Union at all Receipt Points on any Day;

"**Producer Balancing Account**" shall mean the gas balance held by Union for Shipper, or owed by Shipper to Union, at the Delivery Point. Where the Producer Balancing Account is zero or a positive number, the account is in a credit position, and where the Producer Balancing Account is less than zero, the account is in a debit position;

"Producer Balancing Service" shall mean a Service whereby Union either calculates a credit or debit to the Producer Balancing Account by subtracting the Market Quantity from the Dawn Quantity. Where such amount is greater than zero, Union will credit the Producer Balancing Account, or where such amount is less than zero, Union will debit the Producer Balancing Account. This Service shall be performed on a retroactive basis on the terms and conditions contained in Schedule 2 of the Contract, as may be revised from time to time by Union;

"Receipt Point" shall mean the point(s) where Union shall receive gas from Shipper;

"Sales Agreement" shall mean the Ontario Gas Purchase Agreement(s) entered into between Shipper and Union;

"Shipper" shall have the meaning as defined in the Contract, and shall also include Shipper's agent(s);

"**specific gravity**" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

"System Capacity" shall mean the volumetric capacity that exists from time to time within Union's pipeline and distribution system which determines Union's ability to accept volumes of gas into Union's pipeline and distribution system hereunder. System Capacity shall be determined by Union and such determination, in addition to the physical characteristics of Union's pipeline and distribution system Distribution Demand, shall also include consideration of Union's local Distribution Demand, Union's total system Distribution Demand, availability of Union's gas storage capacity, and other gas being purchased and/or delivered into Union's pipeline and distribution system;

"**Taxes**" shall mean any tax (other than tax on income or tax on property), duty, royalty, levy, license, fee or charge not included in the charges and rates as per the applicable rate schedule (including but not limited to charges under any form of cap and trade, carbon tax, or similar system) and that is levied, assessed or made by any governmental authority on the gas itself, or the act, right, or privilege of producing, severing, gathering, storing, transporting, handling, selling or delivering gas under the Contract;

"Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

### II. GAS QUALITY

- 1. <u>Natural Gas:</u> 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 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. <u>Freedom from objectionable matter:</u> The gas to be delivered to Union at the Receipt Point(s) hereunder,
  - a. shall be commercially free from bacteria, 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 per cubic metre of gas,
  - 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 four (0.4) molar percent by volume of oxygen in the gas,
  - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
  - i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
  - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point

forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas,

- k. shall not exceed forty-three degrees Celsius (43°C), and,
- I. shall not be odourized by Shipper.

### 3. <u>Non-conforming Gas:</u>

- a. 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.
- b. If Shipper's gas fails at any time to conform to the requirements of this Article II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Receipt Points 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.
- 4. <u>Quality of Gas Received:</u> The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will use reasonable efforts to accept gas of a quality that may deviate from the quality standards set out therein.
- 5. <u>Quality of Gas at Dawn:</u> The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Union in this Article II, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre of gas. 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 this Article II.

#### III. MEASUREMENTS

- 1. <u>Service Unit</u>: The unit of the gas delivered to Union shall be a quantity of 10<sup>3</sup>m<sup>3</sup>. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) 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 <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "**Act**") and the <u>Electricity and Gas Inspection</u> <u>Regulations</u>, SOR 86/131 (the "**Regulations**"), 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 herein.

### IV. <u>RECEIPT POINT AND DELIVERY POINT</u>

The point(s) of receipt and point 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 specified in Schedule 1 of the Contract, where possession of the gas changes from one party to the other.

### V. POSSESSION OF AND RESPONSIBILITY FOR GAS

- 1. <u>Possession of Gas</u>: Union accepts no responsibility for any gas prior to such gas being delivered to Union at the Receipt Point or after its delivery by Union at the Delivery Point. As between the parties hereto, Union shall be deemed to be in control and possession of and responsible for all such gas from the time that such gas enters Union's system until such gas is delivered to Shipper.
- Liability: Shipper agrees that Union is not a common carrier and is not an insurer of Shipper's gas, and that Union shall not be liable to Shipper or any third party for loss of gas in Union's possession, except to the extent such loss is caused entirely by Union's negligence or wilful misconduct.

### VI. FACILITIES ON SHIPPER'S PROPERTY

- 1. <u>Meter Station</u>: Union shall provide, at the Receipt Point(s), according to the terms hereunder, the meter station required to receive and measure the Produced Volume of gas received by Union from Shipper. Shipper agrees, if requested by Union, to provide Union with sufficient detailed information regarding Shipper's current and expected operations in order to aid Union in Union's design of the meter station.
- 2. <u>Union Obligations:</u> Pursuant to Article VI. Section 1 herein, Union shall purchase, install and maintain, at the Receipt Point(s):
  - a. a meter and any associated recording gauges as are necessary; and,
  - b. a suitable gas odourizing injection facility where Union deems such facility to be necessary.
- 3. <u>Union Equipment:</u> All equipment installed by Union at the Receipt Point(s) shall remain the property of Union at all times, notwithstanding the fact that it may be affixed to Shipper's property. Union shall be entitled to remove said equipment at any time within a period of sixty (60) days from any termination or expiry of the Contract. Shipper shall take all necessary steps to ensure Union may enter onto the Receipt Point(s) to remove such equipment for a period of sixty (60) days after termination or expiry of the Contract or the Sales Agreement.
- 4. <u>Shipper Obligations:</u> Upon Union's request Shipper shall, at Shipper's own cost and expense:
  - a. obtain a registered lease or freehold ownership at the Receipt Point(s) sufficient to provide Union with free uninterrupted access to, from, under and above the Receipt Point(s), for a term (and extended terms) identical to the Contract, plus sixty (60) days, and shall provide Union with a bona fide copy of such lease agreement prior to Union commencing the construction of the meter station;
  - b. furnish, install, set, and maintain suitable pressure and volume control equipment and such additional equipment as required on Shipper's delivery system, to protect against the overpressuring of Union's facilities, and to limit the daily flow of gas to the corresponding Maximum Daily Quantity applicable to the Receipt Point(s);
  - c. supply, install and maintain a gravel or cut stone covering on each Receipt Point and shall maintain such Receipt Point(s) in a safe and workmanlike manner; and,
  - d. install and maintain a fence satisfactory to Union around the perimeter of each Receipt Point which will adequately secure and protect Union's equipment therein.
- 5. <u>Maintenance Costs:</u> Shipper shall within thirty (30) days of the delivery of an invoice by Union, reimburse Union for any actual costs reasonably incurred by Union for any repair, replacement, relocation, or upgrading of any meter station

requested by Shipper, or as required by law, or by duly constituted regulatory body, or through good engineering practice. Union shall be responsible for any costs incurred by Union to correct an error made by Union.

### VII. MEASURING EQUIPMENT

- 1. <u>Metering by Union</u>: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 2. <u>Metering by Others:</u> 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 volume and energy of gas received or delivered on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union pursuant to this Article VII, Section 2 shall be in accordance with the general terms and conditions as incorporated in that Transporter's gas tariff as approved by Transporter's regulatory body.
- 3. <u>Check Measuring Equipment:</u> Shipper may install, maintain and operate, at the Receipt 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 Receipt Point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
- 4. <u>Calibration and Test of Measuring Equipment:</u> 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 notifies 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 cert (2%), previous recordings of such equipment shall be considered accurate in computing receipts 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 Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.
- 5. <u>Preservation of Metering Records:</u> 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. <u>Monthly Billing Date:</u> Union shall render bills on or before the tenth (10<sup>th</sup>) 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 tenth (10<sup>th</sup>) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
- <u>Right of Examination</u>: 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.
- 3. <u>Amendment of Statements:</u> For the purpose of completing a final determination of the actual quantities of gas handled in any of the Services to Shipper, the parties shall have the right to amend their statement for a period equal to the time during which the companies, that transport the gas contemplated herein for Union and Shipper, retain the right to amend their statements, which period shall not exceed three (3) years from the date of termination of the Contract.

### IX. <u>PAYMENTS</u>

- 1. <u>Monthly Payments</u>: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. 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 (20<sup>th</sup>) day of the month.
- 2. <u>Remedies for Non-payment:</u> 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; and,
  - 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 Services 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 Services 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, 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. <u>Billing Adjustments:</u> 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 is 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 three (3) 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 bill.
- 4. <u>Taxes:</u> In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Union.
- 5. Set Off: If either party shall, at any time, be in arrears under any of its payment obligations to the other party under the Contract, then the party not in arrears shall be entitled to reduce the amount payable by it to the other party in arrears under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to the other party. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas under the Contract, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.
- 6. <u>Station and Connection Costs:</u> In the event that a meter station must be constructed and/or installed in order to give effect to the Contract, Shipper agrees to pay Union for a portion, as determined by Union, of Union's actual cost, as hereinafter defined, for constructing and installing such station. Shipper also agrees to pay the actual costs to connect such station to Union's pipeline and distribution system. Union shall advise Shipper as to the need for a meter station and shall provide Shipper with an estimate of the Aid to Construction. Such Aid to Construction shall include the costs of all pipe, fittings and materials, third party labour costs and Union's direct labour, labour saving devices, vehicles and

mobile equipment, but shall exclude the purchase costs of gas pressure control equipment and gas meters installed by Union.

### 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 <u>Arbitration Act</u>, 1991, 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. <u>Definition:</u> 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. <u>Notice:</u> 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. Exclusions: 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. <u>Notice of Remedy:</u> 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.
- 5. <u>Obligation to Perform</u>: An event of force majeure on Union's system will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.
- 6. <u>Upstream or Downstream Force Majeure:</u> An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.
- 7. <u>Delay of Services:</u> Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the Day or Days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such Day or Days as are agreed to

by Shipper and Union. If Union accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.

8. <u>Firm Daily Variability Demand Charge Relief</u>: Despite Article XI herein, if on any Day Union fails to accept gas from Shipper by reason of an event of force majeure on Union's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the Firm Daily Variability Demand for that Contract, then for that Day the Monthly charge shall be reduced by an amount equal to the applicable Firm Daily Variability Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Union during such Day and the quantity of gas which Shipper in good faith nominated on such Day. The term "Firm Daily Variability Demand Rate" shall mean the monthly Firm Daily Variability Demand charge as provided in Schedule 2 of the Contract, divided by the number of days in the month for which such rate is being calculated.

### 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 herein) 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.

In the event that the Contract is terminated pursuant to this Article XII, the parties hereto agree that they shall continue to be bound only by the terms and conditions set forth in the Contract but only for the purpose of determining the actual quantities in Shipper's Producer Balancing Account with such determination being subject to Article X. Such extended period of time shall not exceed one (1) year from the date of termination of the Contract.

### XIII. <u>AMENDMENT</u>

Subject to Article XV herein and the ability of Union to amend the applicable rate schedules and price schedules, with the approval of the OEB (if required), 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

No waiver of any provision of the Contract shall be effective unless the same shall be in writing and signed by the party entitled to the benefit of such provision and then such waiver shall be effective only in the specific instance and for the specified purpose for which it was given. No failure on the part of Shipper or Union to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy under the Contract shall operate as a waiver thereof.

### 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.

#### XVI. <u>RESERVED FOR FUTURE USE</u>

N/A

### XVII. <u>RENEWALS</u>

The Contract will continue in full force and effect beyond the Initial Term, automatically renewing for a period of one (1) year, and every one (1) year thereafter, subject to notice in writing by either party of termination at least three (3) months prior to the expiration thereof.

### XVIII. SERVICE CURTAILMENT

- 1. <u>Verbal Notice:</u> Excepting instances of emergency, Shipper and Union agree to give at least twenty-four (24) hours verbal notice before a planned curtailment of receipt or delivery, shut-down or start-up.
- Emergency: Shipper shall complete and maintain a plan which depicts all of the Shipper's gas production facilities including all emergency shut off valves and emergency equipment and provide a copy to Union upon Union's request. Shipper shall provide to Union the names and telephone numbers of those persons whom Union may contact in the event of an emergency situation arising within the Shipper's facilities.
- 3. <u>Emergency Notice:</u> In the event that Union is notified by a third party or if Union becomes aware of an emergency situation in which Shipper's gas production site, pipeline or associated equipment is involved, Union shall immediately notify Shipper or Shipper's representative of such emergency condition.
- 4. <u>Right to Modify:</u> Union shall have the right, at all times, to reconstruct or modify Union's pipeline and distribution system and the pressure carried therein, notwithstanding that such reconstruction or modification may reduce the System Capacity available to receive Shipper's gas, or Shipper's ability to deliver gas to Union. Should Union expect any such reconstruction or modification to reduce the delivery or receipt of gas by either party, Union will, where able, provide Shipper with six (6) months' notice or as much notice as is reasonably practical in the circumstances. Union shall use reasonable efforts to assist the Shipper in meeting its Market Quantity in these circumstances.

### XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

- 1. <u>Shipper's Warranty:</u> Shipper warrants that it will, if required, maintain, or have maintained on its behalf, all external approvals including the governmental, regulatory, import/export permits and other approvals or authorizations that are required from any federal, state or provincial authorities for the gas quantities to be handled under the Contract. Shipper further warrants that it shall maintain in effect the Facilitating Agreements.
- 2. <u>Financial Representations:</u> Shipper represents and warrants that the financial assurances (including the Initial Financial Assurances and Security), if any, shall remain in place throughout the term hereof unless Shipper and Union agree otherwise. Shipper shall notify Union in the event of any change to the financial assurances (including the Initial Financial Assurances and Security), if any, throughout the term hereof. Should Union have reasonable grounds to believe that Shipper will not be able to perform or continue to perform any of its obligations under the Contract for any reason (a "Material Event"), then Shipper shall within fourteen (14) days of receipt of written notice by Union, obtain and provide to Union a letter of credit or other security in the form and amount reasonably required by Union (the "Security"). In the event that Shipper does not provide to Union such Security, Union may deem a default in accordance with the provisions of Article XII herein.

In the event that Shipper in good faith, reasonably believes that it should be entitled to reduce the amount of or value of the Security previously provided, it may request such a reduction from Union and to the extent that the Material Event has been mitigated or eliminated, Union shall return all or a portion of the Security to Shipper within fourteen (14) Business Days after receipt of the request.

3. <u>Licence:</u> Shipper represents and warrants to Union that Shipper possesses a licence to produce gas in the Province of Ontario.

### XX. MISCELLANEOUS PROVISIONS

- <u>Assignment:</u> Shipper may assign the Contract to a third party ("Assignee"), up to the Maximum Daily Quantity, (the "Capacity Assigned"). Such assignment shall require the prior written consent of Union and release of obligations by Union for the Capacity Assigned from the date of assignment. Such consent and release shall not be unreasonably withheld and shall be conditional upon the Assignee providing, amongst other things, financial assurances as per Article XXI herein. Any such assignment will be for the full rights, obligations and remaining term of the Contract as relates to the Capacity Assigned.
- 2. <u>Title to Gas:</u> Shipper represents and warrants to Union that Shipper shall have good and marketable title to, or legal authority to deliver to Union, all gas delivered to Union hereunder. Furthermore, Shipper hereby agrees to indemnify and save Union harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all third parties to such gas or on account of Taxes, or other charges thereon.

### XXI. PRECONDITIONS TO SERVICES

- 1. <u>Union Conditions:</u> The obligations of Union to provide Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Union and which may be waived or extended in whole or in part in the manner provided in the Contract:
  - a. Union shall have obtained, in form and substance satisfactory to Union, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required to provide the Services; and,
  - b. Union shall have obtained all internal approvals that are necessary or appropriate to provide the Services; and,
  - c. Union shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper's ability to honour the provisions of the Contract (the "Initial Financial Assurances"). The Initial Financial Assurances, if required, will be as determined solely by Union; and,
  - d. Shipper and Union shall have entered into the Interruptible Service HUB Contract or equivalent (the "Facilitating Agreement") with Union; and,
  - e. Union shall, where applicable, have obtained all internal and external approvals including the governmental, regulatory and other approvals or authorizations required to construct any facilities necessary to provide the Services hereunder, which approvals and authorizations, if granted upon conditions, shall be conditions satisfactory to Union; and,
  - f. Union shall, where applicable, have completed and placed into service those facilities necessary to provide the Services hereunder; and,
  - g. Further to Article IX Section 6 herein, Shipper shall pay to Union a payment ("First Prepayment") towards the Aid to Construction at the time of the execution of this Agreement. Shipper shall pay a payment prior to installation of the meter station ("Second Prepayment"). The foregoing payments are specified in the attached Schedule 1 for the first meter station ("Receipt Point #1") to be installed under the Contract. Payments for additional meter stations will be handled by written mutual agreement between the parties. Shipper shall pay Union the difference if the actual Aid to Construction is more than the Prepayments, within thirty (30) days of the delivery of an invoice from Union on which the actual costs for construction and installation of facilities are stated. Union shall pay Shipper the difference if the actual Aid to Construction is less than the Prepayments. In the event Shipper terminates this Agreement prior to Union incurring any costs related to the construction, installation or connection of the meter station, Shipper's Prepayments shall be returned to Seller, without interest, within fifteen (15) days notice to Union of such termination by Shipper. In the event Union has incurred costs, as set out herein, relative to the construction, installation or connection of the meter station to terminate the Agreement, Union shall deduct such actual costs from Union's return of Shipper's Prepayments. "Prepayments" shall mean the sum of the First Prepayment and the Second

#### Prepayment.

- 2. <u>Shipper Conditions:</u> The obligations of Shipper hereunder are subject to the following conditions precedent, which are for the sole benefit of Shipper and which may be waived or extended in whole or in part in the manner provided in the Contract:
  - a. Shipper shall, as required, have entered into the necessary contracts with Union and/or others to facilitate the Services contemplated herein, including contracts for upstream and downstream transportation, and shall specifically have an executed and valid Facilitating Agreement; and,
  - b. Shipper shall have obtained, in form and substance satisfactory to Shipper, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required from federal, state, or provincial authorities for the gas quantities handled under the Contract; and,
  - c. Shipper shall have obtained all internal approvals that are necessary or appropriate for the Shipper to execute the Contract; and,
  - d. Shipper shall have cancelled or renegotiated its Sales Agreement, on terms satisfactory to Union, as applicable.
- 3. <u>Satisfaction of Conditions:</u> Union and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in this Article XXI Section 1 a, c, d, e, f, g, and Section 2 a, b, and d. Each party shall notify the other forthwith in writing of the satisfaction or waiver of each condition precedent for such party's benefit. If a party concludes that it will not be able to satisfy a condition precedent that is for its benefit, such party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations thereunder.
- 4. <u>Non-Satisfaction of Conditions:</u> If any of the conditions precedent in this Article XXI Section 1 c or Section 2 are not satisfied or waived by the party entitled to the benefit of that condition by the Conditions Date as such term is defined in the Contract, or if any of the Shipper payments required under the condition precedent in this Article XXI Section 1 g have not been paid as required in such section, then either party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations hereunder, provided that any rights or remedies that a party may have for breaches of the Contract prior to such termination and any liability a party may have incurred before such termination shall not thereby be released.



Effective 2018-04-01 Rate M16 Page 1 of 2

# 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.

## Applicable Points

Dawn as a receipt point: Dawn (Facilities). Dawn as a delivery point: Dawn (Facilities).

# (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)

Transmission Commodity Charge to Dawn (\$ per GJ)

|    | Transportation Fuel:  | Customers<br>located East<br><u>of Dawn</u> | Customers<br>located West<br><u>of Dawn</u> |
|----|---|---|---|
|    | Fuel Charges to Dawn  |   |   |
|    | Commodity Rate - Union supplied fuel (\$ per GJ)                                | \$0.005                                     | \$0.005                                     |
|    | Fuel Ratio - Shipper supplied fuel (%)  | 0.158%                                      | 0.158%                                      |
|    | Fuel Charges to the Pool  |   |   |
|    | Commodity Rate - Union supplied fuel (\$ per GJ)                                | \$0.006                                     | \$0.014                                     |
|    | Fuel Ratio - Shipper supplied fuel (%)  | 0.185%                                      | 0.449%                                      |
| b) | Firm Transportation Demand Charges: (2)   |   |   |
|    | Monthly Demand Charge applied to contract demand (\$ per GJ)                    | \$0.774                                     | \$2.888                                     |
| c) | Cap-and-Trade Facility-Related Charges (applied to all quantities transported): |   |   |
| ·  | Cap-and-Trade Facility-Related Charges - To Dawn (\$ per GJ)                    | \$0.006                                     | \$0.006                                     |
|    | Cap-and-Trade Facility-Related Charges - To the Pool (\$ per GJ)                | \$0.006                                     | \$0.006                                     |

\$1,523.40

\$0.035

| Ø | <b>mion</b> gas |
|---|-----------------|
|---|-----------------|

Effective 2018-04-01 Rate M16 Page 2 of 2

# (B) Rates (Cont'd)

# Authorized Overrun:

The authorized overrun rate payable on all quantities transported in excess of Union's obligation any day shall be:

|  | Customers<br>located East<br><u>of Dawn</u> | Customers<br>located West<br><u>of Dawn</u> |
|--|---|---|
| Firm Transportation:   |   |   |
| Charges to Dawn  |   |   |
| Commodity Rate - Union supplied fuel (\$ per GJ)                               | \$0.065                                     | \$0.135                                     |
| Commodity Rate - Shipper supplied fuel (\$ per GJ)                             | \$0.060                                     | \$0.130                                     |
| Fuel Ratio - Shipper supplied fuel (%)   | 0.158%                                      | 0.158%                                      |
| Charges to the Pool  |   |   |
| Commodity Rate - Union supplied fuel (\$ per GJ)                               | \$0.031                                     | \$0.109                                     |
| Commodity Rate - Shipper supplied fuel (\$ per GJ)                             | \$0.025                                     | \$0.095                                     |
| Fuel Ratio - Shipper supplied fuel (%)   | 0.185%                                      | 0.449%                                      |
| Cap-and-Trade Facility-Related Charges (applied to all quantities transported) |   |   |
| Cap-and-Trade Facility-Related Charges - To Dawn (\$ per GJ)                   | \$0.006                                     | \$0.006                                     |
| Cap-and-Trade Facility-Related Charges - To the Pool (\$ per GJ)               | \$0.006                                     | \$0.006                                     |

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

The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A" for contracts in effect before October 1, 2010. The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A 2013" for contracts in effect on or after January 1, 2013.

# Effective April 1, 2018 Chatham, Ontario Implemented April 1, 2018 O.E.B. Order # EB-2018-0104

## Supersedes EB-2017-0087 Rate Schedule effective January 1, 2018.

#### 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. "m<sup>3</sup>" shall mean cubic metre of gas and "10<sup>3</sup>m<sup>3</sup>" 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/m<sup>3</sup>) 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;
- 26. "Consumers" means The Consumers' Gas Company, Limited;
- 27. "cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;
- 28. "hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;
- 29. "specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute; and,
- 30. "Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

### II. GAS QUALITY

- 1. <u>Natural Gas:</u> 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 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. <u>Freedom from objectionable matter</u>: The gas to be delivered to Union at the Receipt Point(s) hereunder,
  - a. shall be commercially free from bacteria, 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 per cubic metre of gas,
  - 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 four (0.4) molar percent by volume of oxygen in the gas,
- f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
- i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
- j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas,
- k. shall not exceed forty-three degrees Celsius (43°C), and,
- I. shall not be odourized by Shipper.

### 3. <u>Non-conforming Gas</u>:

- a. 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.
- b. If Shipper's gas fails at any time to conform to the requirements of this Article II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Receipt Points 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.
- c. With respect to Article II 2. h. herein, Union may accept the gas subject to Shipper's obligations under the Dehydration Contract, if applicable.
- 4. <u>Quality of Gas Received:</u> The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II.
- 5. <u>Quality of Gas at Dawn:</u> The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Union in this Article II, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre of gas. 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 this Article II.

### 6. <u>Odourization of Gas</u>:

- a. Union may odourize or deliver odourized gas under the Contract,
- b. Shipper shall if requested by Union monitor the mercaptan sulphur content of the gas delivered to Union under the Contract and shall provide at no cost to Union a continuous signal quantifying the mercaptan sulphur content in milligrams per cubic metre.

### III. MEASUREMENTS

- 1. <u>Storage, Transportation, and/or Sales Unit</u>: 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 (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) at Union's discretion.
- 2. <u>Determination of Volume and Energy:</u>
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "**Act**") and the <u>Electricity and Gas</u> <u>Inspection Regulations</u>, SOR 86/131 (the "**Regulations**"), 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 herein.
  - d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

### 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. <u>Metering by Union</u>: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 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 its regulatory body.

- 3. <u>Check Measuring Equipment:</u> Shipper may install, maintain and operate, at the Custody Transfer 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 Custody Transfer Point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
- 4. <u>Rights of Parties:</u> 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 (10) days after receipt thereof.
- 5. <u>Calibration and Test of Measuring Equipment:</u> 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 notifies 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%). If, upon test, any measuring equipment 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 receipts and 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 Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.
- 6. <u>Preservation of Metering Records:</u> Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
- 7. <u>Error in Metering or Meter Failure</u>: In the event of an error in metering or a meter failure (such error or failure being determined through check measurement by Union or any other available method), then Shipper shall enforce its rights as Shipper with the Interconnecting Pipeline(s) to remedy such error or failure including enforcing any inspection and/or verification rights and procedures.

### VIII. BILLING

- 1. <u>Monthly Billing Date:</u> 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. <u>Right of Examination</u>: 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. <u>Monthly Payments:</u> Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. 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 (20<sup>th</sup>) day of the month.
- 2. <u>Remedies for Non-payment:</u> 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 non-payment 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. <u>Billing Adjustments:</u> 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 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 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

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.

#### RATE M16 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:

"Aid to Construction" shall include any and all costs, expenses, amounts, damages, obligations, or other liabilities (whether of a capital or operating nature, and whether incurred before or after the date of the Contract) actually paid by Union (including amounts paid to affiliates for services rendered in accordance with the Affiliate Relationships Code as established by the OEB) in connection with or in respect of satisfying the conditions precedent set out in Article XXI herein (including without limitation the construction and placing into service of the Union Expansion Facilities, the obtaining of all governmental, regulatory and other third party approvals, and the obtaining of rights of way) whether resulting from Union's negligence or not, except for any costs that have arisen from the gross negligence, fraud, or wilful misconduct of Union;

"Authorized Overrun" shall mean the amount by which Shipper's Authorized Quantity exceeds the firm and interruptible contract demands;

"Authorized Quantity" shall have the meaning given thereto in Schedule "B 2010" of the C1 Rate Schedule;

"Business Day" shall mean any day, other than Saturday, Sunday or any days on which national banks in the Province of Ontario are authorized to close;

"Contract" shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;

"Contract Year" shall mean a period of three hundred and sixty-five (365) consecutive days, beginning on the Commencement Date 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;

"cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;

"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;

"Custody Transfer Point" That point on the piping system at the Pool Station which is at the Shipper side of the insulating flange on the Union Expansion Facilities, and which point shall serve as the point of custody transfer;

"**Day**" shall mean a period of twenty-four (24) consecutive hours beginning at 10:00 a.m. Eastern Clock Time. The reference date for any Day shall be the calendar date upon which the twenty-four (24) hour period shall commence;

"Dehydration Contract" shall mean the contract for Dehydration Service between Union and the Shipper as detailed in Schedule 1 of the Contract;

"Delivery Point" shall mean the point(s) where Union shall deliver gas to Shipper as defined in Schedule 1 of the Contract;

"Eastern Clock Time" shall mean the local clock time in the Eastern Time Zone on any Day;

"firm" shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;

"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;

"gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m<sup>3</sup>) 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;

"hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;

"Interconnecting Pipeline" shall mean a pipeline that directly connects to the Union pipeline system;

"Interruptible Service HUB Contract" shall mean a contract between Shipper and Union under which Union provides interruptible HUB service;

"interruptible" shall mean service subject to curtailment or interruption, after notice, at any time;

"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;

"m<sup>3</sup>" shall mean cubic metre of gas and "10<sup>3</sup>m<sup>3</sup>" shall mean 1,000 cubic metres of gas;

"**Month**" shall mean the period beginning at 10:00 a.m. Eastern Clock Time on the first day of a calendar month and ending at 10:00 a.m. Eastern Clock Time on the first day of the following calendar month;

"**OEB**" means the Ontario Energy Board;

"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;

"Pool Quantity" shall mean the actual daily quantity of gas delivered to or received from Shipper at the Custody Transfer Point;

"**Pool Station**" shall mean the physical location of Union's measurement and control facilities to the pool; the pool name as detailed in Schedule 1 of the Contract;

"Receipt Point" shall mean any one of the points where Union shall receive gas from Shipper as detailed in Schedule 1 of the Contract;

"Shipper" shall have the meaning as defined in the Contract, and shall also include Shipper's agent(s);

"Shipper Quantity" shall, on any Day, be equal to the greater of: (i) the Authorized Quantity for that Day; and (ii) the nomination duly made by Shipper in good faith prior to the nomination deadline for the first nomination window applicable for that Day; provided that in no event shall the Shipper Quantity exceed the firm contract demand;

"specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

"Taxes" shall mean any tax (other than tax on income or tax on property), duty, royalty, levy, license, fee or charge not included in the charges and rates as per the applicable rate schedule (including but not limited to charges under any form of cap and trade, carbon tax, or similar system) and that is levied, assessed or made by any governmental authority on the gas itself, or the act, right, or privilege of producing, severing, gathering, storing, transporting, handling, selling or delivering gas under the Contract;

"TCPL" means TransCanada PipeLines Limited;

"Union Expansion Facilities" shall mean any facilities necessary for Union to provide the Services, including without limiting the generality of the foregoing:

- a. a meter and any associated recording gauges as are necessary;
- b. pressure and/or flow control devices, over pressure protection and telemetry equipment as are necessary;
- c. a suitable gas odourizing injection facility if Union deems such a facility to be necessary
- d. piping, fittings, material, filtration facilities, cathodic protection and insulating flanges;
- e. gas chromatograph, moisture analyzer, piping, fittings, material, filtration facilities, cathodic protection and insulating flanges;

"Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

### II. GAS QUALITY

- 1. <u>Natural Gas:</u> 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 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. <u>Freedom from objectionable matter:</u> The gas to be delivered to Union at the Receipt Point(s) hereunder,
  - a. shall be commercially free from bacteria, 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 per cubic metre of gas,
  - 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 four (0.4) molar percent by volume of oxygen in the gas,
  - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
  - i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
  - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one

point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas,

- k. shall not exceed forty-three degrees Celsius (43°C), and,
- I. shall not be odourized by Shipper.

#### 3. <u>Non-conforming Gas:</u>

- a. 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.
- b. If Shipper's gas fails at any time to conform to the requirements of this Article II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Receipt Points 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.
- c. With respect to Article II 2. h. herein, Union may accept the gas subject to Shipper's obligations under the Dehydration Contract, if applicable.
- 4. <u>Quality of Gas Received:</u> The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II.
- 5. Quality of Gas at Dawn: The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Union in this Article II, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre of gas. 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 this Article II.
- 6. <u>Odourization of Gas:</u>
  - a. Union may odourize or deliver odourized gas under the Contract,
  - b. Shipper shall if requested by Union monitor the mercaptan sulphur content of the gas delivered to Union under the Contract and shall provide at no cost to Union a continuous signal quantifying the mercaptan sulphur content in milligrams per cubic metre.

### III. <u>MEASUREMENTS</u>

- 1. <u>Storage, Transportation, and/or Sales Unit</u>: 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 (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) at Union's discretion.
- 2. <u>Determination of Volume and Energy:</u>
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas Inspection Regulations</u>, SOR 86/131 (the "Regulations"), 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 herein.
- d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

### IV. RECEIPT POINT AND DELIVERY POINT

The point or points of receipt and 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 specified in Schedule 1 of the Contract, where possession of the gas changes from one party to the other.

#### V. POSSESSION OF AND RESPONSIBILITY FOR GAS

- 1. <u>Possession of Gas:</u> Union accepts no responsibility for any gas prior to such gas being delivered to Union at the Receipt Point or after its delivery by Union at the Delivery Point. As between the parties hereto, Union shall be deemed to be in control and possession of and responsible for all such gas from the time that such gas enters Union's system until such gas is delivered to Shipper.
- Liability: Shipper agrees that Union is not a common carrier and is not an insurer of Shipper's gas, and that Union shall not be liable to Shipper or any third party for loss of gas in Union's possession, except to the extent such loss is caused entirely by Union's negligence or wilful misconduct.

### VI. FACILITIES ON SHIPPER'S PROPERTY

- 1. <u>Union Equipment:</u> All of the Union Expansion Facilities shall remain the property of Union. Union shall be entitled to remove said equipment at any time within a period of sixty (60) days from any termination or expiry of the Contract. Shipper shall take all necessary steps to ensure Union may enter the Pool Station to remove such equipment for a period of sixty (60) days after termination or expiry of the Contract.
- 2. <u>Shipper Obligations:</u> Shipper shall, at Shipper's own cost and expense:
  - a. obtain the Pool Station Land Rights; and
  - b. furnish, install, set, and maintain suitable pressure and quantity control equipment and such additional equipment as required on Shipper's delivery system, to protect against the over pressuring of Union's facilities as set out in Article VI of the Contract and Schedule 1 of the Contract, protect Union from receiving gas not meeting the quality specification as set out in Article II herein, and to limit the daily flow of gas to the corresponding parameters as set out in the Article II of the Contract.
- 3. <u>Maintenance Costs</u>: Shipper shall within thirty (30) days of the delivery of an invoice by Union, reimburse Union for any actual costs reasonably incurred by Union for any repair, replacement, relocation, or upgrading of any meter station or any Union Expansion Facilities requested by Shipper, or as required by law or by duly constituted regulatory body, or through good engineering practice. Union shall be responsible for any costs incurred by Union to correct an error made by Union.

- <u>Operation and Maintenance</u>: Subject to this Article VI Section 3, each party shall be fully responsible for the continued operation, maintenance, repair and replacement of its respective facilities. Both parties agree to maintain cathodic protection on their respective facilities.
- 5. <u>Inspection:</u> Each party shall inspect its facilities as required by industry standards or by the appropriate regulatory body.
- 6. <u>Repair or Replacement:</u> Each party shall decide, in its sole discretion, whether its facilities need to be repaired or replaced. In the event that repair or replacement is needed, the party undertaking such work will, to the extent possible, give the other party sixty (60) days' notice and will ensure that the work be done in a manner so as to minimize the amount of time the pipeline has restricted flows.

### VII. MEASURING EQUIPMENT

- 1. <u>Metering by Union</u>: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 2. <u>Metering by Others:</u> 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 its regulatory body.
- 3. <u>Check Measuring Equipment:</u> Shipper may install, maintain and operate, at the Custody Transfer 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 Custody Transfer Point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
- 4. <u>Rights of Parties</u>: 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 (10) days after receipt thereof.
- 5. <u>Calibration and Test of Measuring Equipment:</u> 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 notifies 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%). If upon test, any measuring equipment 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%). 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 and 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 Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.
- 6. <u>Preservation of Metering Records:</u> Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

7. <u>Error in Metering or Meter Failure:</u> In the event of an error in metering or a meter failure, (such error or failure being determined through check measurement by Union or any other available method), then Shipper shall enforce its rights as Shipper with the Interconnecting Pipeline(s) to remedy such error or failure including enforcing any inspection and/or verification rights and procedures.

### VIII. <u>BILLING</u>

- 1. <u>Monthly Billing Date:</u> Union shall render bills on or before the tenth (10<sup>th</sup>) 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 tenth (10<sup>th</sup>) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
- <u>Right of Examination</u>: 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.
- 3. <u>Amendment of Statements:</u> For the purpose of completing a final determination of the actual quantities of gas handled under the Contract, Union shall have the right to amend its statements for a period equal to the time during which the Interconnecting Pipeline retains the right to amend their statements, which period shall not exceed three (3) years from the date of termination of the Contract.

### IX. <u>PAYMENTS</u>

- 1. <u>Monthly Payments:</u> Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. 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 (20<sup>th</sup>) day of the month.
- 2. <u>Remedies for Non-payment:</u> 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; and,
  - 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 Services 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 Services 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, 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. <u>Billing Adjustments:</u> 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" 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 three (3) 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 bill.

- 4. <u>Taxes:</u> In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Union.
- 5. <u>Set Off:</u> If Shipper shall, at any time, be in arrears under any of its payment obligations to Union under the Contract, then Union shall be entitled to reduce the amount payable by Union to Shipper under the Contract or any other contract by an amount equal to the amount of such arrears or other indebtedness to Union. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas under the Contract, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.
- 6. <u>Aid to Construction:</u> Shipper agrees to reimburse Union for the Aid to Construction.

In the event Union has incurred costs, as set out herein, relative to the construction, installation or connection of the gas metering station prior to being notified by Shipper of Shipper's intention to terminate the Contract, Shipper shall promptly remit to Union such actual costs on presentation to Shipper of an invoice for same from Union.

All applicable Taxes will be applied to all amounts to be paid under this Section. Shipper warrants and represents that no payment to be made by Shipper under the Contract is subject to any withholding tax.

### X. <u>ARBITRATION</u>

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 <u>Arbitration Act</u>, 1991, 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. <u>Definition:</u> 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. <u>Notice:</u> 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. <u>Exclusions</u>: 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. <u>Notice of Remedy:</u> 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.
- 5. <u>Obligation to Perform</u>: An event of force majeure on Union's system will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.
- 6. <u>Upstream or Downstream Force Majeure:</u> An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.
- 7. <u>Delay of Firm Transportation Services:</u> Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the Day or Days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such Day or Days as are agreed to by Shipper and Union. If Union accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.
- 8. <u>Demand Charge Relief for Firm Transportation Services:</u> Despite Article XI herein, if on any Day Union fails to accept gas from Shipper by reason of an event of force majeure on Union's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the firm contract demand for the Contract, then for that Day the Monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Union during such Day and the quantity of gas which Shipper in good faith nominated on such Day. The term "Daily Demand Rate" shall mean the Monthly demand charge or equivalent pursuant to the C1 Rate Schedule divided by the number of days in the month for which such rate is being calculated.
- 9. <u>Unforeseen Reduction:</u> In addition to the definition of force majeure in Article XI, Section 1 herein, for the purposes of the Contract, it shall also include the unforeseen reduction in natural gas usage and/or capacity of the local transmission system as described in Schedule 1 of the Contract, regardless of the duration of such unforeseen reduction, or any other cause, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party claiming relief hereunder and which, by the exercise of due diligence, such party is unable to prevent or overcome.

### 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 herein) 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. <u>AMENDMENT</u>

Subject to Article XV herein and the ability of Union to amend the applicable rate schedules and price schedules, with the approval of the OEB (if required), 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

No waiver of any provision of the Contract shall be effective unless the same shall be in writing and signed by the party entitled to the benefit of such provision and then such waiver shall be effective only in the specific instance and for the specified purpose for which it was given. No failure on the part of Shipper or Union to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy under the Contract shall operate as a waiver thereof.

### 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.

#### XVI. <u>RESERVED FOR FUTURE USE</u>

N/A

#### XVII. <u>RENEWALS</u>

The Contract will continue in full force and effect beyond the Initial Term, automatically renewing for a period of one (1) year, and every one (1) year thereafter. Shipper or Union may reduce the contract demands or terminate the Contract, with notice in writing to the other party, at least two (2) years prior to the expiration thereof.

#### XVIII. SERVICE CURTAILMENT

- 1. <u>Capacity Sharing:</u> Where requests for interruptible service hereunder exceed the capacity available for such Service, Union will authorize nominations from shippers and allocate capacity as per Union's procedures and policies and shippers shall be so advised. Any interruptible service provided herein are subordinate to any and all firm service supplied by Union, and subordinate to Union's own operational or system requirements.
- 2. <u>Capacity Procedures:</u> Union reserves the right to change its procedures and policies for sharing interruptible capacity and will provide Shipper with two (2) months' notice of any such change.

- 3. <u>Maintenance:</u> Union's facilities from time to time may require maintenance or construction. In the event that such event occurs and in Union's sole opinion, acting reasonably, may impact its ability to meet Shipper's requirements, Union shall provide at least ten (10) days' notice to the Shipper, except in the case of emergencies. In the event the maintenance impacts Union's ability to meet Shipper's requirements, Union shall not be liable for any damages and shall not be deemed to be in breach of the Contract. To the extent that Union's ability to receive or deliver gas is impaired, Demand Charge Relief shall be calculated and credited to Shipper's invoice in accordance with Article XI, Section 8 herein. Union shall use reasonable efforts to determine a mutually acceptable period during which such maintenance or construction will occur and also to limit the extent and duration of any impairments. Union will endeavour to schedule and complete the maintenance and construction, that can be scheduled and completed, and which would normally be expected to impact on Union's ability to meet its obligations of any Contract Year, during the period from April 1 through to October 31.
- 4. <u>Shipper's Facilities:</u> Shipper shall complete and maintain a plan which depicts all of Shipper's production storage facilities including all emergency shut off valves and emergency equipment and provide a copy to Union upon Union's request. Shipper shall provide to Union the names and telephone numbers of those persons whom Union may contact in the event of an emergency situation arising within the Shipper's facilities.

#### XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

- 1. <u>Shipper's Warranty:</u> Shipper warrants that it will, if required, maintain, or have maintained on its behalf, all external approvals including the governmental, regulatory, import/export permits and other approvals or authorizations that are required from any federal, state or provincial authorities for the gas quantities to be handled under the Contract. Shipper further warrants that it shall maintain in effect the Facilitating Agreements.
- 2. <u>Financial Representations:</u> Shipper represents and warrants that the financial assurances (including the Initial Financial Assurances and Security), if any, shall remain in place throughout the term hereof unless Shipper and Union agree otherwise. Shipper shall notify Union in the event of any change to the financial assurances (including the Initial Financial Assurances and Security), if any, throughout the term hereof. Should Union have reasonable grounds to believe that Shipper will not be able to perform or continue to perform any of its obligations under the Contract for any reason (a "Material Event"), then Shipper shall within fourteen (14) days of receipt of written notice by Union, obtain and provide to Union a letter of credit or other security in the form and amount reasonably required by Union (the "Security"). In the event that Shipper does not provide to Union such Security, Union may deem a default in accordance with the provisions of Article XII herein.

In the event that Shipper in good faith, reasonably believes that it should be entitled to reduce the amount of or value of the Security previously provided, it may request such a reduction from Union and to the extent that the Material Event has been mitigated or eliminated, Union shall return all or a portion of the Security to Shipper within fourteen (14) Business Days after receipt of the request.

3. <u>License:</u> Shipper represents and warrants to Union that Shipper possesses all licenses and permits needed to inject gas into, store gas in, and remove gas from the pool.

#### XX. MISCELLANEOUS PROVISIONS

- 1. <u>Assignment:</u> Shipper may not assign the Contract without the written consent of Union and, if required, the approval of the OEB. Should Union consent to the assignment, and if OEB approval is needed, Union will apply for OEB approval with all costs of the application to be paid by Shipper.
- 2. <u>Title to Gas:</u> Shipper represents and warrants to Union that Shipper shall have good and marketable title to, or legal authority to deliver to Union, all gas delivered to Union hereunder. Furthermore, Shipper hereby agrees to indemnify and save Union harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all third parties to such gas or on account of Taxes, or other charges thereon.

#### XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

- 1. <u>Union Conditions:</u> The obligations of Union to provide Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Union and which may be waived or extended in whole or in part in the manner provided in the Contract:
  - a. Union shall have obtained, in form and substance satisfactory to Union, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required to provide the Services; and,
  - b. Union shall have obtained all internal approvals that are necessary or appropriate to provide the Services; and,
  - c. Union shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper's ability to honour the provisions of the Contract (the "Initial Financial Assurances"). The Initial Financial Assurances, if required, will be as determined solely by Union; and,
  - d. Shipper and Union shall have entered into the Interruptible Service HUB Contract or equivalent (the "Facilitating Agreement") with Union; and,
  - e. Shipper shall have paid any amounts owing pursuant to Schedule 1 Aid to Construction; and,
  - f. With regard to the Union Expansion Facilities:
    - i. Union shall have obtained, in form and substance satisfactory to Union, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations required to construct the Union Expansion Facilities;
    - ii. Union shall have obtained all internal approvals that are necessary or appropriate to construct the Union Expansion Facilities;
    - iii. Union shall have completed and placed into service the Union Expansion Facilities; and,
  - g. Shipper shall, at Shipper's own cost and expense, have obtained a registered lease or freehold ownership in Union's favour for the Union Expansion Facilities located at the Pool Station satisfactory to Union and sufficient to provide Union with free uninterrupted access to, from, under and above the Pool Station for a term (and extended terms) identical to the Contract, plus sixty (60) days (such land rights being referred to as the "**Pool Station Land Rights**"), and shall provide Union with a bona fide copy of such agreements prior to Union commencing the construction of the Union Expansion Facilities.
- 2. <u>Shipper Conditions:</u> The obligations of Shipper hereunder are subject to the following conditions precedent, which are for the sole benefit of Shipper and which may be waived or extended in whole or in part in the manner provided in the Contract:
  - a. Shipper shall, as required, have entered into the necessary contracts with Union and/or others to facilitate the Services contemplated herein, including contracts for upstream and downstream transportation, and shall specifically have an executed and valid Facilitating Agreement; and shall, as required, have entered into the necessary contracts to purchase the gas quantities handled under the Contract; and,
  - b. Shipper shall have obtained, in form and substance satisfactory to Shipper, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required from federal, state, or provincial authorities for the gas quantities handled under the Contract; and,

- c. Shipper shall have obtained all internal approvals that are necessary or appropriate for the Shipper to execute the Contract.
- 3. <u>Satisfaction of Conditions</u>: Union and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in this Article XXI Section 1 a, c, d, e, f i., f iii., and g and Section 2 a and b. Each party shall notify the other forthwith in writing of the satisfaction or waiver of each condition precedent for such party's benefit. If a party concludes that it will not be able to satisfy a condition precedent that is for its benefit, such party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations thereunder.
- 4. <u>Non-Satisfaction of Conditions:</u> If any of the conditions precedent in this Article XXI Section 1 c or Section 2 are not satisfied or waived by the party entitled to the benefit of that condition by the Conditions Date as such term is defined in the Contract, then either party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations hereunder, provided that any rights or remedies that a party may have for breaches of the Contract prior to such termination and any liability a party may have incurred before such termination shall not thereby be released.



Effective 2018-04-01 Rate C1 Page 1 of 3

## **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.

| Applicable Points | (1)       | (2)   |
|-------------------|-----------|-------|
|                   | Ojibway   | WDA   |
|                   | St. Clair | NDA   |
|                   | Dawn*     | SSMDA |
|                   | Parkway   | SWDA  |
|                   | Kirkwall  | CDA   |
|                   | Bluewater | EDA   |

\*Dawn as a receipt point: Dawn (TCPL), Dawn (Facilities), Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE). \*Dawn as a delivery point: Dawn (Facilities).

## (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 (1):

|    |  | Monthly Demand    | Fuel and Commodity Charges |               |              |                 |            |               |
|----|--|-------------------|----------------------------|---------------|--------------|-----------------|------------|---------------|
|    |  | <u>Charges</u>    | Union Su                   | pplied Fuel   |              | Shipper Supplie | ed Fuel    |               |
|    |  | (applied to daily | Fuel and Com               | modity Charge | Fuel         | Ratio           |            | Commodity     |
|    |  | contract demand)  | Apr.1-Oct.31               | Nov.1-Mar.31  | Apr.1-Oct.31 | Nov.1-Mar.31    |            | <u>Charge</u> |
|    |  | Rate/GJ           | Rate/GJ                    | Rate/GJ       | <u>%</u>     | <u>%</u>        | <u>AND</u> | Rate/GJ       |
| a) | Firm Transportation                      |                   |                            |               | _            |                 |            |               |
|    | Between:                                 |                   |                            |               |              |                 |            |               |
|    | St.Clair & Dawn                          | \$2.888           | \$0.007                    | \$0.009       | 0.208%       | 0.267%          |            |               |
|    | Ojibway & Dawn                           | \$2.888           | \$0.014                    | \$0.010       | 0.449%       | 0.305%          |            |               |
|    | Bluewater & Dawn                         | \$2.888           | \$0.007                    | \$0.009       | 0.208%       | 0.267%          |            |               |
|    | From:                                    |                   |                            |               |              |                 |            |               |
|    | Parkway to Kirkwall                      | \$0.874           | \$0.010                    | \$0.005       | 0.301%       | 0.158%          |            |               |
|    | Parkway to Dawn                          | \$0.874           | \$0.010                    | \$0.005       | 0.301%       | 0.158%          |            |               |
|    | Kirkwall to Dawn                         | \$1.542           | \$0.005                    | \$0.005       | 0.158%       | 0.158%          |            |               |
|    | Dawn to Kirkwall                         | \$3.154           | \$0.010                    | \$0.024       | 0.319%       | 0.764%          |            |               |
|    | Dawn to Parkway                          | \$3.716           | \$0.019                    | \$0.033       | 0.585%       | 1.042%          |            |               |
|    | Kirkwall to Parkway                      | \$0.561           | \$0.014                    | \$0.014       | 0.423%       | 0.436%          |            |               |
| b) | Firm Transportation between two points v | within Dawn       |                            |               |              |                 |            |               |
|    | Dawn to Dawn-Vector                      | \$0.030           | n/a                        | n/a           | 0.341%       | 0.158%          |            |               |
|    | Dawn to Dawn-TCPL                        | \$0.139           | n/a                        | n/a           | 0.158%       | 0.353%          |            |               |

c) Interruptible Transportation between two points within Dawn\*

\*includes Dawn (TCPL), Dawn Facilities, Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE) 0.158% 0.158%

d) Interruptible and Short Term (1 year or less) Firm Transportation: \$75.00

| 🖉 u   | ionga                            | S                              |                          | Rate                     | 8-04-01    |                                 |
|---|----------------------------------|--------------------------------|--------------------------|--------------------------|------------|---------------------------------|
| Rates (Cont'd)  |                                  |                                |                          |                          |            |                                 |
|   |                                  | Fuel                           | and Commodity (          | Charges                  |            |                                 |
|   | Fuel and Com                     | pplied Fuel<br>modity Charge   | Fuel                     | Shipper Supplie<br>Ratio | ed Fuel    | Commodit                        |
|   | Apr. 1-Oct. 31<br><u>Rate/GJ</u> | Nov.1-Mar.31<br><u>Rate/GJ</u> | Apr.1-Oct.31<br><u>%</u> | Nov.1-Mar.31             | <u>AND</u> | <u>Charge</u><br><u>Rate/GJ</u> |
| e) Cap-and-Trade Facility-Related Charges (applied to all quantitie | es transported).                 |                                |                          |                          |            |                                 |
| St.Clair / Ojibway / Bluewater & Dawn                               | \$0.006                          | \$0.006                        |                          |                          |            | \$0.006                         |
| Parkway to Dawn / Kirkwall  | \$0.006                          | \$0.006                        |                          |                          |            | \$0.006                         |
| Kirkwall to Dawn  | \$0.006                          | \$0.006                        |                          |                          |            | \$0.006                         |
| Dawn to Kirkwall / Parkway (Cons) / Lisgar                          | \$0.006                          | \$0.006                        |                          |                          |            | \$0.006                         |
| Dawn to Parkway (TCPL)  | \$0.006                          | \$0.006                        |                          |                          |            | \$0.006                         |
| Kirkwall to Parkway (Cons) / Lisgar                                 | \$0.006                          | \$0.006                        |                          |                          |            | \$0.006                         |
| Kirkwall to Parkway (TCPL)  | \$0.006                          | \$0.006                        |                          |                          |            | \$0.006                         |
| Dawn to Dawn-Vector   | \$0.006                          | \$0.006                        |                          |                          |            | \$0.006                         |
| Dawn to Dawn-TCPL   | \$0.006                          | \$0.006                        |                          |                          |            | \$0.006                         |
| Interruptible Transportation between two points within Dawn*        |                                  |                                |                          |                          |            |                                 |
|   | n), Dawn (Vector) and            | Dawn (TSLE)                    |                          |                          |            | \$0.006                         |

| The following Overrun rates are | e applied to any quantitie | s transported in excess of t | the Contract parameters. | Overrun will be authorized at Union's sole discretion. |
|---------------------------------|----------------------------|------------------------------|--------------------------|--|
| 5                               | 11 21                      | 1                            | 1                        |  |

|    | e following Overfull falles are applied to any quantities transport |                    | pplied Fuel   |              | Shipper Supplie |            |               |
|----|---|--------------------|---------------|--------------|-----------------|------------|---------------|
|    |   | Fuel and Corr      | modity Charge | Fuel         | Ratio           |            | Commodity     |
|    |   | Apr.1-Oct.31       | Nov.1-Mar.31  | Apr.1-Oct.31 | Nov.1-Mar.31    |            | <u>Charge</u> |
|    |   | Rate/GJ            | Rate/GJ       | <u>%</u>     | <u>%</u>        | <u>AND</u> | Rate/GJ       |
| a) | Firm Transportation   |                    |               |              |                 |            |               |
|    | Between:  |                    |               |              |                 |            |               |
|    | St.Clair & Dawn   | \$0.102            | \$0.103       | 0.208%       | 0.267%          |            | \$0.095       |
|    | Ojibway & Dawn  | \$0.109            | \$0.105       | 0.449%       | 0.305%          |            | \$0.095       |
|    | Bluewater & Dawn  | \$0.102            | \$0.103       | 0.208%       | 0.267%          |            | \$0.095       |
|    | From:   |                    |               |              |                 |            |               |
|    | Parkway to Kirkwall   | \$0.152            | \$0.147       | 0.921%       | 0.778%          |            | \$0.122       |
|    | Parkway to Dawn   | \$0.152            | \$0.147       | 0.921%       | 0.778%          |            | \$0.122       |
|    | Kirkwall to Dawn  | \$0.076            | \$0.076       | 0.778%       | 0.778%          |            | \$0.051       |
|    | Dawn to Kirkwall  | \$0.134            | \$0.148       | 0.939%       | 1.384%          |            | \$0.104       |
|    | Dawn to Parkway   | \$0.161            | \$0.175       | 1.205%       | 1.662%          |            | \$0.122       |
|    | Kirkwall to Parkway   | \$0.052            | \$0.052       | 1.043%       | 1.056%          |            | \$0.018       |
| b) | Firm Transportation between two points within Dawn                  |                    |               |              |                 |            |               |
|    | Dawn to Dawn-Vector   | n/a                | n/a           | 0.341%       | 0.158%          |            | \$0.001       |
|    | Dawn to Dawn-TCPL   | n/a                | n/a           | 0.158%       | 0.353%          |            | \$0.005       |
|    | Cap-and-Trade Facility-Related Charges (applied to all quanti       | ties transported): |               |              |                 |            |               |
|    | St.Clair / Ojibway / Bluewater & Dawn                               | \$0.006            | \$0.006       |              |                 |            | \$0.006       |
|    | Parkway to Dawn / Kirkwall  | \$0.006            | \$0.006       |              |                 |            | \$0.006       |
|    | Kirkwall to Dawn  | \$0.006            | \$0.006       |              |                 |            | \$0.006       |
|    | Dawn to Kirkwall / Parkway (Cons) / Lisgar                          | \$0.006            | \$0.006       |              |                 |            | \$0.006       |
|    | Dawn to Parkway (TCPL)  | \$0.006            | \$0.006       |              |                 |            | \$0.006       |
|    | Kirkwall to Parkway (Cons) / Lisgar                                 | \$0.006            | \$0.006       |              |                 |            | \$0.006       |
|    | Kirkwall to Parkway (TCPL)  | \$0.006            | \$0.006       |              |                 |            | \$0.006       |
|    | Dawn to Dawn-Vector   | \$0.006            | \$0.006       |              |                 |            | \$0.006       |
|    | Dawn to Dawn-TCPL   | \$0.006            | \$0.006       |              |                 |            | \$0.006       |
|    |   |                    |               |              |                 |            |               |

Authorized overrun for short-term firm transportation is available at negotiated rates.



Effective 2018-04-01 Rate C1 Page 3 of 3

## (C) Rates (Cont'd)

## 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.

## Notes for Section (C) Rates:

(1) A demand charge of \$0.070/GJ/day/month will be applicable to customers contracting for firm all day transportation service in addition to the demand charges appearing on this schedule for all firm transportation service paths.

## (D) Terms of Service

The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A" for contracts in effect before October 1, 2010. The General Terms & Conditions applicable to this rate schedule shall be in accordance with the attached Schedule "A 2010" for contracts in effect on or after October 1, 2010.

## (E) Nominations

Nominations under this rate schedule shall be in accordance with the attached Schedule "B" for contracts in effect before October 1, 2010. Nominations under this rate schedule shall be in accordance with the attached Schedule "B 2010" for contracts in effect on or after October 1, 2010.

## (F) Receipt and Delivery Points and Pressures

Receipt and Delivery Points and Pressures under this rate schedule shall be in accordance with Schedule "C 2010" for contracts in effect on or after October 1, 2010.

Effective April 1, 2018 Chatham, Ontario Implemented April 1, 2018 O.E.B. Order # EB-2018-0104

Supersedes EB-2017-0087 Rate Schedule effective January 1, 2018.

#### SCHEDULE "A"

#### 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/m<sup>3</sup>) 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. "m<sup>3</sup>" shall mean cubic metre of gas and "10<sup>3</sup>m<sup>3</sup>" 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;
- 19. "cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;
- 20. "hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;
- 21. "specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
- 22. "Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

#### II. GAS QUALITY

- 1. <u>Natural Gas:</u> 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 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 bacteria, 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,
  - 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 four (0.4) molar percent by volume of oxygen in the gas,
  - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
  - i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
  - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.

- 3. <u>Non-conforming Gas:</u> 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 this Article II.
- 4. <u>Quality of Gas Received</u>: The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will also accept gas of a quality as set out in any other Interconnecting Pipeline's general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. 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 Union's C1 Rate Schedule.

### III. MEASUREMENTS

- 1. <u>Storage, Transportation, and/or Sales Unit</u>: 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 (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) 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 <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "**Act**") and the <u>Electricity and Gas</u> <u>Inspection Regulations</u>, SOR 86/131 (the "**Regulations**"), 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 herein.
  - d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

#### 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

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#### 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. <u>Construction and Maintenance</u>: 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. <u>Entry:</u> 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. <u>Property:</u> 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. <u>Metering by Union</u>: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 2. <u>Metering by Others</u>: 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. <u>Check Measuring Equipment:</u> 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. <u>Rights of Parties:</u> 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 (10) days after receipt thereof.
- 5. <u>Calibration and Test of Measuring Equipment:</u> 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 notifies 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%). If, upon test, any measuring equipment 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 receipts and 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 Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.

- 6. <u>Preservation of Metering Records:</u> Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
- 7. <u>Error in Metering or Meter Failure</u>: In the event of an error in metering or a meter failure, (such error or failure being determined through check measurement by Union or any other available method), then Shipper shall enforce its rights as Shipper with the Interconnecting Pipeline(s) to remedy such error or failure including enforcing any inspection and/or verification rights and procedures.

#### VIII. BILLING

- 1. <u>Monthly Billing Date:</u> 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.
- <u>Right of Examination</u>: 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. <u>Monthly Payments</u>: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. 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. <u>Remedies for Non-payment:</u> 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. <u>Billing Adjustments:</u> 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

### SCHEDULE "A"

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 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.

- 5. An event of force majeure on Union's system will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.
- 6. Upstream or Downstream Force Majeure: An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.
- 7. Delay of Firm Transportation Services: Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the Day or Days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such Day or Days as are agreed to by Shipper and Union. If Union accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.
- 8. Demand Charge Relief for Firm Transportation Services: Despite Article XI herein, if on any Day Union fails to accept gas from Shipper by reason of an event of force majeure on Union's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the firm Contract Demand for that Contract, then for that Day the Monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Union during such Day and the quantity of gas which Shipper in good faith nominated on such Day. The term "Daily Demand Rate" shall mean the Monthly demand charge or equivalent pursuant to the C1 Rate Schedule divided by the number of days in the month for which such rate is being calculated.
- 9. If, due to the occurrence of an event of force majeure as outlined above, the capacity for gas deliveries by Union is impaired, it will be necessary for Union to curtail Shipper's gas receipts to Union hereunder, via proration based on utilization of such facilities for the Day. This prorating shall be determined by multiplying the capability of such facilities as available downstream of the impairment on the Day, by a fraction where the numerator is Shipper's nominated firm quantity and the denominator is the total of all such nominated firm quantities for nominated services and planned consumption for in-franchise customers on the Day. For the purposes of this Article XI, firm services shall mean all firm services provided by Union to in-franchise customers and ex-franchise shippers.

#### 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

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#### 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 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:

"Authorized Overrun" shall mean the amount by which Shipper's Authorized Quantity exceeds the Contract Demand;

"Available Capacity" shall mean at any time, Union's remaining available capacity to provide Transportation Services;

"Business Day" shall mean any day, other than Saturday, Sunday or any days on which national banks in the Province of Ontario are authorized to close;

"Contract" shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;

"Contract Year" shall mean a period of three hundred and sixty-five (365) consecutive days; provided however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days, commencing on November 1 of each year; except for the first Contract Year which shall commence on the Commencement Date and end on the first October 31 that follows such date;

"cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;

"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;

"**Day**" shall mean a period of twenty-four (24) consecutive hours beginning at 10:00 a.m. Eastern Clock Time. The reference date for any Day shall be the calendar date upon which the twenty-four (24) hour period shall commence;

"delivery" shall mean any gas that is delivered by Union into Shipper's possession, or to the possession of Shipper's agent;

"Eastern Clock Time" shall mean the local clock time in the Eastern Time Zone on any Day;

"Expansion Facilities" shall mean any new facilities to be constructed by Union in order to provide Transportation Services;

"firm" shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;

"gas" shall mean gas as defined in the <u>Ontario Energy Board Act, 1998</u>, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;

"gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m<sup>3</sup>) 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;

"hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;

"Interruptible Service HUB Contract" shall mean a contract between Shipper and Union under which Union provides interruptible HUB service;

"interruptible service" or "Interruptible" shall mean service subject to curtailment or interruption, after notice, at any time;

"Interconnecting Pipeline" shall mean a pipeline that directly connects to the Union pipeline system;

"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;

"Limited Firm" shall mean gas service subject to interruption or curtailment on a limited number of Days as specified in the Contract;

"Loaned Quantities" shall mean those quantities of gas loaned to Shipper under the Facilitating Agreement;

"m<sup>3</sup>" shall mean cubic metre of gas and "10<sup>3</sup>m<sup>3</sup>" shall mean 1,000 cubic metres of gas;

"**Month**" shall mean the period beginning at 10:00 a.m. Eastern Clock Time on the first day of a calendar month and ending at 10:00 a.m. Eastern Clock Time on the first day of the following calendar month;

"NAESB" shall mean North American Energy Standards Board;

"OEB" means the Ontario Energy Board;

"Open Season" or "open season" shall mean an open access auction or bidding process held by Union as a method of allocating capacity;

"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;

"receipt" shall mean any gas that is delivered into Union's possession, or the possession of Union's agent;

"Shipper" shall have the meaning as defined in the Contract, and shall also include Shipper's agent(s);

"**specific gravity**" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

"Taxes" shall mean any tax (other than tax on income or tax on property), duty, royalty, levy, license, fee or charge not included in the charges and rates as per the applicable rate schedule (including but not limited to charges under any form of cap and trade, carbon tax, or similar system) and that is levied, assessed or made by any governmental authority on the gas itself, or the act, right, or privilege of producing, severing, gathering, storing, transporting, handling, selling or delivering gas under the Contract;

"TCPL" means TransCanada PipeLines Limited;

"Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity.

#### II. <u>GAS QUALITY</u>

1. <u>Natural Gas:</u> 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 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. <u>Freedom from objectionable matter:</u> The gas to be delivered to/by Union hereunder,
  - a. shall be commercially free from bacteria, 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,
  - 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 four (0.4) molar percent by volume of oxygen in the gas,
  - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide 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 gas,
  - i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
  - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.
- 3. <u>Non-conforming Gas:</u> 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 this Article II.
- 4. <u>Quality of Gas Received:</u> The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will also accept gas of a quality as set out in any other Interconnecting Pipeline's general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. 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 Union's C1 Rate Schedule.

#### III. <u>MEASUREMENTS</u>

- 1. <u>Storage, Transportation, and/or Sales Unit</u>: 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 (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) 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 <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas Inspection</u> <u>Regulations</u>, SOR 86/131 (the "Regulations"), 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 herein.
- d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

#### IV. RECEIPT POINT AND DELIVERY POINT

1. Unless otherwise specified in the Contract, the point or points of receipt and 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 specified in the Contract, where possession of the gas changes from one party to the other, and as per Schedule "C 2010".

### V. POSSESSION OF AND RESPONSIBILITY FOR GAS

- 1. <u>Possession of Gas:</u> Union accepts no responsibility for any gas prior to such gas being delivered to Union at the Receipt Point or after its delivery by Union at the Delivery Point. As between the parties hereto, Union shall be deemed to be in control and possession of and responsible for all such gas from the time that such gas enters Union's system until such gas is delivered to Shipper.
- 2. <u>Liability:</u> Shipper agrees that Union is not a common carrier and is not an insurer of Shipper's gas, and that Union shall not be liable to Shipper or any third party for loss of gas in Union's possession, except to the extent such loss is caused entirely by Union's negligence or wilful misconduct.

### VI. FACILITIES ON SHIPPER'S PROPERTY

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

- 1. <u>Construction and Maintenance</u>: 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. <u>Entry:</u> 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. <u>Property:</u> 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. <u>Metering by Union</u>: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.

- 2. <u>Metering by Others:</u> 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 its regulatory body.
- 3. <u>Check Measuring Equipment:</u> 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. <u>Rights of Parties</u>: 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 (10) days after receipt thereof.
- 5. <u>Calibration and Test of Measuring Equipment</u>: 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 notifies 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 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 Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.
- 6. <u>Preservation of Metering Records</u>: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
- 7. <u>Error in Metering or Meter Failure:</u> In the event of an error in metering or a meter failure, (such error or failure being determined through check measurement by Union or any other available method), then Shipper shall enforce its rights as Shipper with the Interconnecting Pipeline(s) to remedy such error or failure including enforcing any inspection and/or verification rights and procedures.

### VIII. BILLING

- 1. <u>Monthly Billing Date</u>: Union shall render bills on or before the tenth (10<sup>th</sup>) day of each month for all Transportation 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 tenth (10<sup>th</sup>) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
- 2. <u>Right of Examination:</u> 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.
- 3. <u>Amendment of Statements:</u> For the purpose of completing a final determination of the actual quantities of gas handled in any of the Transportation Services to Shipper, the parties shall have the right to amend their statement for a period equal to

the time during which the Interconnecting Pipeline retains the right to amend their statements, which period shall not exceed three (3) years from the date of termination of the Contract.

#### IX. <u>PAYMENTS</u>

- 1. <u>Monthly Payments</u>: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. 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. <u>Remedies for Non-payment:</u> 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; and,
  - 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 Services 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 Services 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, 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. <u>Billing Adjustments:</u> 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, provided that claim therefore shall have been made within three (3) 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 bill.
- 4. <u>Taxes:</u> In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Union.

Shipper shall make reasonable efforts to eliminate/minimize the withholding tax related to the fees/payments paid to Union, including but not limited to requesting from Union the relevant documentation necessary to determine the appropriate withholding, if any, for tax purposes. In the event taxes are withheld from the fees/payment paid by Shipper, Shipper shall remit such withheld taxes to the applicable taxing authority and Shipper will provide Union, after the calendar year end, Union's Federal Form 1042-S and a comparable state/international form, if applicable, within the applicable statutory time frame.

### SCHEDULE "A 2010"

5. <u>Set Off:</u> If either party shall, at any time, be in arrears under any of its payment obligations to the other party under the Contract, then the party not in arrears shall be entitled to reduce the amount payable by it to the other party in arrears under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to the other party. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas under the Contract or any enhancement to the Contract, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.

### X. <u>ARBITRATION</u>

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, 1991, 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. <u>FORCE MAJEURE</u>

- 1. <u>Definition:</u> 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. <u>Notice:</u> 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. <u>Exclusions:</u> 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. <u>Notice of Remedy:</u> 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.
- 5. <u>Obligation to Perform</u>: An event of force majeure on Union's system will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.

- 6. <u>Upstream or Downstream Force Majeure:</u> An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.
- 7. <u>Delay of Firm Transportation Services:</u> Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the Day or Days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such Day or Days as are agreed to by Shipper and Union. If Union accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.
- 8. <u>Demand Charge Relief for Firm Transportation Services:</u> Despite Article XI herein, if on any Day Union fails to accept gas from Shipper by reason of an event of force majeure on Union's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the firm Contract Demand for that Contract, then for that Day the Monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Union during such Day and the quantity of gas which Shipper in good faith nominated on such Day. The term "**Daily Demand Rate**" shall mean the Monthly demand charge or equivalent pursuant to the C1 Rate Schedule divided by the number of days in the month for which such rate is being calculated.
- 9. <u>Proration of Firm Transportation Service:</u> If, due to the occurrence of an event of force majeure as outlined above, the capacity for gas deliveries by Union is impaired, it will be necessary for Union to curtail Shipper's gas receipts to Union hereunder, via proration based on utilization of such facilities for the Day. This prorating shall be determined by multiplying the capability of such facilities as available downstream of the impairment on the Day, by a fraction where the numerator is Shipper's nominated firm quantity and the denominator is the total of all such nominated firm quantities for nominated services and planned consumption for in-franchise customers on the Day. For the purposes of this Article XI, firm services shall mean all firm services provided by Union to in-franchise customers and ex-franchise shippers.

### 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 herein) 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. <u>AMENDMENT</u>

Subject to Article XV herein and the ability of Union to amend the applicable rate schedules and price schedules, with the approval of the OEB (if required), 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

No waiver of any provision of the Contract shall be effective unless the same shall be in writing and signed by the party entitled to the benefit of such provision and then such waiver shall be effective only in the specific instance and for the specified purpose for which it was given. No failure on the part of Shipper or Union to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy under the Contract shall operate as a waiver thereof.

#### 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.

### XVI. ALLOCATION OF CAPACITY

- 1. <u>Requests for Transportation Service</u>: A potential shipper may request transportation service on Union's system at any time. Any request for C1 transportation service must include: potential shipper's legal name, Receipt Point(s), Delivery Point(s), Commencement Date, Initial Term, Contract Demand, proposed payment, and type of transportation service requested.
- 2. <u>Expansion Facilities:</u> If requests for firm transportation services cannot be met through existing capacity such that the only way to satisfy the requests for transportation service would require the construction of Expansion Facilities which create new capacity, Union shall allocate any such new capacity by open season, subject to the terms of the open season, and these General Terms and Conditions.
- 3. <u>Open Seasons:</u> If requests for long-term transportation service can be met through existing facilities upon which long-term capacity is becoming available, Union shall allocate such long-term capacity by open season, subject to the terms of the open season, and these General Terms and Conditions. "Long-term", for the purposes of this Article XVI, means, in the case of a transportation service, a service that has a term of one year or greater.
- 4. <u>Awarding Open Season Capacity</u>: Capacity requests received during an open season shall be awarded starting with those bids with the highest economic value. If the economic values of two or more independent bids are equal, then service shall be allocated on a pro-rata basis. The economic value shall be based on the net present value which shall be calculated based on the proposed per- unit rate and the proposed term of the contract and without regard to the proposed Contract Demand ("NPV").
- 5. <u>Available Capacity Previously Offered in Open Season:</u> Union may at any time allocate capacity to respond to any C1 transportation service request through an open season. If a potential shipper requests C1 transportation service that can be provided through Available Capacity that was previously offered by Union in an open season but was not awarded, then:
  - a. Any such request must conform to the requirements of Section 1 of this Article XVI;
  - b. Union shall allocate capacity to serve such request pursuant to this Section 5, and subject to these General Terms and Conditions and Union's standard form C1 transportation contract;
  - c. Union may reject a request for C1 transportation service for any of the following reasons:
    - i) if there is insufficient Available Capacity to fully meet the request, but if that is the only reason for rejecting the request for service, Union must offer to supply the Available Capacity to the potential shipper;
    - ii) if the proposed monthly payment is less than Union's Monthly demand charge plus fuel requirements for the applicable service;
    - iii) if prior to Union accepting the request for transportation service Union receives a request for transportation service from one or more other potential shippers and there is, as a result, insufficient Available Capacity to service all the requests for service, in which case Union shall follow the procedure in Section 5 d hereof;
    - iv) if Union does not provide the type of transportation service requested; or
    - v) if all of the conditions precedent specified in Article XXI Sections 1 and 2 herein have not been satisfied or waived.

- d. Union will advise the potential shipper in writing whether Union accepts or rejects the request for service, subject to Article XVI 5(c) within 5 calendar days of receiving a request for C1 transportation service. If Union rejects a request for service, Union shall inform the potential shipper of the reasons why its request is being rejected; and
- e. If Union has insufficient Available Capacity to service all pending requests for transportation service Union may:
  - i) Reject all the pending requests for transportation service and conduct an open season; or
  - ii) Union shall inform all the potential shippers who have submitted a pending request for transportation service that it does not have sufficient capacity to service all pending requests for service, and Union shall provide all such potential shippers with an equal opportunity to submit a revised request for service. Union shall then allocate the Available Capacity to the request for transportation service with the highest economic value to Union. If the economic values of two or more requests are equal, then service shall be allocated on a pro-rata basis. The economic value of any request shall be based on the NPV.

#### XVII. <u>RENEWALS</u>

1. Contracts with an Initial Term of five (5) years or greater, with Receipt Points and Delivery Points of Parkway or Kirkwall or Dawn (Facilities), will continue in full force and effect beyond the Initial Term, automatically renewing for a period of one (1) year, and every one (1) year thereafter. Shipper may reduce the Contract Demand or terminate the Contract with notice in writing by Shipper at least two (2) years prior to the expiration thereof.

For all other contracts, the Contract will continue in full force and effect until the end of the Initial Term, but shall not renew.

#### XVIII. SERVICE CURTAILMENT

1. <u>Right to Curtail:</u> Union shall have the right to curtail or not to schedule part or all of Transportation Services, in whole or in part, on all or a portion of its pipeline system at any time for reasons of Force Majeure or when, in Union sole discretion, acting reasonably, capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes to its pipeline system. Union shall provide Shipper such notice of such curtailment as is reasonable under the circumstances. If due to any cause whatsoever Union is unable to receive or deliver the quantities of Gas which Shipper has requested, then Union shall order curtailment by all Shippers affected and to the extent necessary to remove the effect of the disability. Union has a priority of service policy to determine the order of service curtailment. In order to place services on the priority of service list, Union considers the following business principles: appropriate level of access to core services, customer commitment, encouraging appropriate contracting, materiality, price and term, and promoting and enabling in-franchise consumption.

The Priority ranking for all services utilizing Union Gas' storage, transmission and distribution system as applied to both infranchise and ex-franchise services are as follows; with number 1 having the highest priority and the last interrupted.

- 1. Firm In-franchise Transportation and Distribution services and firm Ex-franchise services (Note 1)
- 2. In-franchise Interruptible Distribution services
- 3. C1/M12 IT Transport and IT Exchanges with Take or Pay rates
- 4. Balancing (Hub Activity) < = 100 GJ/d; Balancing (Direct Purchase) < = 500 GJ/d; In-franchise distribution authorized overrun (Note 3)
- 5. C1/M12 IT Transport and IT Exchanges at premium rates
- 6. C1/M12 Overrun < = 20% of CD (Note 4)
- 7. Balancing (Direct Purchase) > 500 GJ/d
- 8. Balancing (Hub Activity) > 100 GJ/d; C1/M12 IT Transport and IT Exchanges
- 9. C1/M12 Overrun > 20% of CD
- 10. C1/M12 IT Transport and IT Exchanges at a discount
- 11. Late Nominations
  - Notes:

- 1. Nominated services must be nominated on the NAESB Timely Nomination Cycle otherwise they are considered to be late nomination and are therefore interruptible.
- 2. Higher value or more reliable IT is contemplated in the service and contract, when purchase at market competitive prices.
- 3. Captures the majority of customers that use Direct Purchase balancing transactions.
- 4. Captures the majority of customers that use overrun.
- 2. <u>Capacity Procedures:</u> Union reserves the right to change its procedures for sharing interruptible capacity and will provide Shipper with two (2) months prior notice of any such change.
- 3. <u>Maintenance:</u> Union's facilities from time to time may require maintenance or construction. If such maintenance or construction is required, and in Union's sole opinion, acting reasonably, such maintenance or construction may impact Union's ability to meet Shipper's requirements, Union shall provide at least ten (10) days notice to Shipper, except in the case of an emergency. In the event the maintenance impacts Union's ability to meet Shipper's requirements, Union shall not be liable for any damages and shall not be deemed in breach of the Contract. To the extent that Union's ability to accept and/or deliver Shipper's gas is impaired, the Monthly demand charge shall be reduced in accordance with Article XI Section 8 and available capacity allocated in accordance with Article XI Section 9 herein.

Union shall use reasonable efforts to determine a mutually acceptable period during which such maintenance or construction will occur and also to limit the extent and duration of any impairments. Union will endeavour to schedule and complete the maintenance and construction, which would normally be expected to impact on Union's ability to meet Shipper's requirements, during the period from April 1 through to November 1.

#### XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

- 1. <u>Shipper's Warranty:</u> Shipper warrants that it will, if required, maintain, or have maintained on its behalf, all external approvals including the governmental, regulatory, import/export permits and other approvals or authorizations that are required from any federal, state or provincial authorities for the gas quantities to be handled under the Contract. Shipper further warrants that it shall maintain in effect the Facilitating Agreements.
- 2. <u>Financial Representations:</u> Shipper represents and warrants that the financial assurances (including the Initial Financial Assurances and Security) (if any) shall remain in place throughout the term hereof, unless Shipper and Union agree otherwise. Shipper shall notify Union in the event of any change to the financial assurances throughout the term hereof. Should Union have reasonable grounds to believe that Shipper will not be able to perform or continue to perform any of its obligations under the Contract as a result of one of the following events ("Material Event");
  - a. Shipper is in default, which default has not been remedied, of the Contract or is in default of any other material contract with Union or another party; or,
  - b. Shipper's corporate or debt rating falls below investment grade according to at least one nationally recognized rating agency; or,
  - c. Shipper ceases to be rated by a nationally recognized agency; or,
  - d. Shipper has exceeded credit available as determined by Union from time to time,

then Shipper shall within fourteen (14) days of receipt of written notice by Union, obtain and provide to Union a letter of credit or other security in the form and amount reasonably required by Union (the "**Security**"). The Security plus the Initial Financial Assurances shall not exceed twelve (12) months of Monthly demand charges (in accordance with Article IX herein) multiplied by Contract Demand. In the event that Shipper does not provide to Union such Security within such fourteen (14) day period, Union may deem a default under the Default and Termination provisions of Article XII herein.

In the event that Shipper in good faith, reasonably believes that it should be entitled to reduce the amount of or value of the Security previously provided, it may request such a reduction from Union and to the extent that the Material Event has been mitigated or eliminated, Union shall return all or a portion of the Security to Shipper within fourteen (14) Business Days after

receipt of the request.

#### XX. MISCELLANEOUS PROVISIONS

- 1. <u>Permanent Assignment:</u> Shipper may assign the Contract to a third party ("Assignee"), up to the Contract Demand, (the "Capacity Assigned"). Such assignment shall require the prior written consent of Union and release of obligations by Union for the Capacity Assigned from the date of assignment. Such consent and release shall not be unreasonably withheld and shall be conditional upon the Assignee providing, amongst other things, financial assurances as per Article XXI herein. Any such assignment will be for the full rights, obligations and remaining term of the Contract as relates to the Capacity Assigned.
- 2. <u>Temporary Assignment:</u> Shipper may, upon notice to Union, assign all or a part of its service entitlement under the Contract (the "Assigned Quantity") and the corresponding rights and obligations to an Assignee on a temporary basis for not less than one calendar month. Such assignment shall not be unreasonably withheld and shall be conditional upon the Assignee executing the Facilitating Agreement as per Article XXI herein. Notwithstanding such assignment, Shipper shall remain obligated to Union to perform and observe the covenants and obligations contained herein in regard to the Assignee fails to do so.
- 3. <u>Title to Gas:</u> Shipper represents and warrants to Union that Shipper shall have good and marketable title to, or legal authority to deliver to Union, all gas delivered to Union hereunder. Furthermore, Shipper hereby agrees to indemnify and save Union harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all third parties to such gas or on account of Taxes, or other charges thereon.

#### XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

- 1. <u>Union Conditions:</u> The obligations of Union to provide Transportation Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Union and which may be waived or extended in whole or in part in the manner provided in the Contract:
  - a. Union shall have obtained, in form and substance satisfactory to Union, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required to provide the Transportation Services; and,
  - b. Union shall have obtained all internal approvals that are necessary or appropriate to provide the Transportation Services; and,
  - c. Union shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper's ability to honour the provisions of the Contract (the "Initial Financial Assurances"). The Initial Financial Assurances, if required, will be as determined solely by Union; and,
  - d. Shipper and Union shall have entered into the Interruptible Service HUB Contract or equivalent (the "Facilitating Agreement") with Union.
- 2. <u>Shipper Conditions:</u> The obligations of Shipper hereunder are subject to the following conditions precedent, which are for the sole benefit of Shipper and which may be waived or extended in whole or in part in the manner provided in the Contract:
  - a. Shipper shall, as required, have entered into the necessary contracts with Union and/or others to facilitate the Transportation Services contemplated herein, including contracts for upstream and downstream transportation, and shall specifically have an executed and valid Facilitating Agreement; and shall, as required, have entered into the necessary contracts to purchase the gas quantities handled under the Contract; and,

- b. Shipper shall have obtained, in form and substance satisfactory to Shipper, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required from federal, state, or provincial authorities for the gas quantities handled under the Contract; and,
- c. Shipper shall have obtained all internal approvals that are necessary or appropriate for the Shipper to execute the Contract.
- 3. <u>Satisfaction of Conditions:</u> Union and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in this Article XXI Section 1 a, c, and d and Section 2 a and b. Each party shall notify the other forthwith in writing of the satisfaction or waiver of each condition precedent for such party's benefit. If a party concludes that it will not be able to satisfy a condition precedent that is for its benefit, such party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations thereunder.
- 4. <u>Non-Satisfaction of Conditions</u>: If any of the conditions precedent in this Article XXI Section 1 c or Section 2 are not satisfied or waived by the party entitled to the benefit of that condition by the Conditions Date as such term is defined in the Contract, then either party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations hereunder, provided that any rights or remedies that a party may have for breaches of the Contract prior to such termination and any liability a party may have incurred before such termination shall not thereby be released.

#### SCHEDULE "B"

### 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 details regarding the quantity it desires to be handled at the applicable Receipt Point(s) and/or Delivery Point(s), and such additional information as Union determines to be necessary (a "**Nomination**").

ii) All Nominations shall be submitted by electronic means via *Unionline*. Union, in its sole discretion, may amend or modify the nominating procedures or *Unionline* at any time. Nominations shall be submitted so as to be received by Union in accordance with timelines established by Union, which reflect the NAESB standard nomination cycles. Union will accept all Nominations on each of the nomination cycles. Nominations made after the applicable deadline shall not be accepted except at the sole discretion of Union. The nomination cycle timelines are posted on Union's website and the nomination deadlines are provided in *Unionline*.

iii) For customers electing firm all day transportation, nominations shall be provided to Union's Gas Management Services as outlined in the F24 – T Agreement.

b) Union shall determine whether or not all or any portion of the Nomination will be accepted. In the event Union determines that it will not accept such Nomination, Union shall advise Shipper of the reduced quantity (the "Quantity Available") for Services at the applicable points as outlined in each nomination cycle. After receiving such advice from Union but no later than one half hour after the Quantities Available deadline as outlined in each nomination cycle, 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.

### RATE C1 NOMINATIONS

- For Transportation Services required on any Day under the Contract, Shipper shall provide Union with details regarding the quantity of Gas it desires to be handled at the applicable Receipt Points(s) and/or Delivery Point(s), and such additional information as Union determines to be necessary (a "Nomination").
- 2. All Nominations shall be submitted by electronic means via Unionline. Union, in its sole discretion, may amend or modify the nominating procedures or Unionline at any time. Nominations shall be submitted so as to be received by Union in accordance with timelines established by Union, which reflect the NAESB standard nomination cycles. Union will accept all Nominations on each of the nomination cycles. Nominations made after the applicable deadline shall not be accepted except at the sole discretion of Union. The nomination cycle timelines are posted on Union's website and the nomination deadlines are provided in Unionline.
- 3. Union shall determine whether or not all or any portion of the Nomination will be scheduled at each nomination cycle. With respect to each nomination cycle, in the event Union determines that it will not schedule such Nomination, Union shall advise Shipper of the reduced quantity (the "Quantities Available") for Transportation Services at the applicable points as outlined in each nomination cycle. After receiving such advice from Union, but no later than one half hour after the Quantities Available deadline as outlined in each nomination cycle, Shipper shall provide a revised nomination ("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 Quantities Available, then the Revised Nomination shall be deemed to be the Quantity Available. If the Revised Nomination (delivered with the time allowed as required above) is less than the Quantity Available, then such lessor amount shall be the Revised Nomination.
- For Shippers electing firm all day transportation service, nominations shall be provided to Union's Gas Management Services as outlined in the F24 – T Agreement.
- 5. For Transportation Services requiring Shipper to provide compressor fuel in kind, the nominated fuel requirements will be calculated by rounding to the nearest whole GJ.
- 6. All Timely Nominations shall have rollover options. Specifically, Shippers shall have the ability to nominate for several days, months or years, provided the Nomination start date and end date are both within the term of the Transportation Agreement.
- 7. Nominations received after the nomination deadline shall, if accepted by Union, be scheduled after Nominations received before the nomination deadline.
- 8. All Services are required to be nominated in whole Gigajoules (GJ).
- 9. To the extent Union is unable to complete a Nomination confirmation due to inaccurate, untimely or incomplete data involving an Interconnecting Pipeline entity, Union shall undertake reasonable efforts to confirm the transaction on a non-discriminatory basis until such time that the transaction is adequately verified by the parties, or until such time that Union determines that the Nomination is invalid at which time the Union shall reject the Nomination.
- 10. That portion of a Shipper's Nomination or Revised Nomination, as set out in paragraphs 1 and 3 above, which Union shall schedule for Transportation Services hereunder, shall be known as Shipper's "Authorized Quantity".
- 11. If on any day the actual quantities handled by Union, for each of the Transportation 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 Transportation

Services exceed Shipper's Authorized Quantity shall be deemed "Unauthorized Overrun".

- 12. 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<sup>th</sup>) of the quantity received for that day. Union shall have the right to limit Transportation Services when on any day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth (1/20<sup>th</sup>) of the quantity handled for that day, for each applicable Transportation Service.
- 13. The parties hereto recognize that with respect to Transportation Services, on any day, receipts of gas by Union and deliveries of gas by Union may not always be exactly equal, but each party shall cooperate with the other in order to balance as nearly as possible the quantities transacted on a daily basis, and any imbalances arising shall be allocated to the Facilitating Agreement and shall be subject to the respective terms and charges contained therein, and shall be resolved in a timely manner.
- 14. Shipper may designate via Unionline access request form, a third party as agent for purposes of providing a Nomination, and for giving and receiving notices related to Nominations, and Union shall only accept nominations from the agent. Any such designation, if acceptable to Union, shall be effective following the receipt and processing of the written notice and will remain in effect until revoked in writing by Shipper.

## SCHEDULE "C 2010"

## RATE C1 RECEIPT AND DELIVERY POINTS AND PRESSURES

## 1. Receipt and Delivery Points:

The following defines each Receipt Point and/or Delivery Point, as indicated (R= Receipt Point; D= Delivery Point)

| R, D | <u>DAWN (FACILITIES):</u> | Union's Compressor Station site situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn-Euphemia, in the County of Lambton. This point is applicable for quantities of gas that have been previously transported or stored under other contracts that Shipper may have in place with Union. |
|------|---------------------------|--|
| R, D | DAWN (TCPL):              | At the junction of Union's and TCPL's facilities, at or adjacent to Dawn (Facilities).   |
| R, D | DAWN (TECUMSEH):          | At the junction of Union's and Enbridge Gas Distribution Inc.'s (Enbridge) Tecumseh Gas Storage's facilities, at or adjacent to Dawn (Facilities).   |
| R, D | <u>DAWN (TSLE):</u>       | At the junction of Union's and Enbridge Gas Distribution Inc.'s (" <b>Enbridge</b> ") NPS 16 Tecumseh Sombra Line Extension facilities; at or adjacent to Dawn (Facilities)  |
| R, D | DAWN (VECTOR):            | At the junction of Union's and Vector Pipeline Limited Partnership (" <b>Vector</b> ") facilities, at or adjacent to Dawn (Facilities).  |
| R, D | PARKWAY (TCPL):           | At the junction of Union's and TCPL's facilities, at or adjacent to Union's facilities situated in the Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga)  |
| R, D | <u>KIRKWALL:</u>          | At the junction of Union's and TCPL's facilities at or adjacent to Union's facilities situated in Part Lot Twenty-Five (25), Concession 7, Town of Flamborough.  |
| D    | PARKWAY (CONSUMERS):      | At the junction of Union's and Enbridge's facilities, at or adjacent to Union's facilities situated in Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga)  |
| D    | LISGAR:                   | At the junction of the facilities of Union and Enbridge situated at 6620 Winston Churchill Boulevard, City of Mississauga.   |
| R, D | <u>OJIBWAY:</u>           | At the junction of Union's and Panhandle Eastern Pipe Line Company, LP's (" <b>Panhandle</b> ") facilities, located at the International Border between Canada and the United States in the St. Clair River.   |
| R, D | ST.CLAIR (MICHCON):       | At the junction of Michigan Consolidated Gas Company's (" <b>MichCon</b> ") and St. Clair Pipelines L.P.'s facilities, located at the International Border between Canada and the United States in the St. Clair River.  |

R, D <u>BLUEWATER:</u> At the junction of Bluewater Gas Storage, LLC ("Bluewater") and St. Clair Pipelines L.P.'s facilities, located at the International Border between Canada and the United States in the St. Clair River.

#### 2. Receipt and Delivery Pressures:

(a) All Gas tendered by or on behalf of Shipper to Union shall be tendered at the Receipt Point(s) at Union's prevailing pressure at that Receipt Point, or at such pressure as per operating agreements between Union and the applicable Interconnecting Pipeline as amended or restated from time to time.

(b) All Gas tendered by or on behalf of Union to Shipper shall be tendered at the Delivery Point(s) at Union's prevailing pressure at that Delivery Point or at such pressure as per agreements between Union and the applicable Interconnecting Pipeline as amended or restated from time to time.

(c) Under no circumstances shall Union be obligated to receive or deliver gas hereunder at pressures exceeding the maximum allowable operating pressures prescribed under any applicable governmental regulations; nor shall Union be required to make any physical deliveries or to accept any physical receipts which its existing facilities cannot accommodate.

# UNION GAS LIMITED Summary of Average Interruptible Rate and Price Adjustment Changes for Rates 25, M4, M5A, M7, T1 and T2 Effective April 1, 2018

| Line<br>No. | Particulars (cents / m <sup>3</sup> )   | Monthly<br>Charge<br>Increase /<br>(Decrease)<br>(a) | Delivery<br>Commodity Charge<br>Increase / (Decrease)<br>(b) | Delivery - Price<br>Adjustment<br>Increase / (Decrease)<br>(c) | Cap-and-Trade<br>Charges<br>Increase / (Decrease)<br>(d) | Gas Commodity<br>Price Adjustment<br>Rate (1)<br>(e) |
|-------------|---|--|--|--|--|--|
| 1<br>2      | Cap-and-Trade Charges (2)<br>Cap-and-Trade Customer-Related Charge<br>Cap-and-Trade Facility-Related Charge |  |  |  | -  |  |
| 3           | Rate 25<br>All Zones  |  | -  |  |  | (0.2720)   |
| 4           | Rate M4<br>Interruptible  |  | (0.0192)   |  |  |  |
| 5           | Rate M5A<br>Interruptible   |  | (0.0192)   |  |  |  |
| 6<br>7      | Rate M7<br>Interruptible<br>Seasonal  |  | (0.0211)<br>(0.0211)   |  |  |  |
| 8<br>9      | Rate T1 - Interruptible<br>Transportation - Union supplies fuel<br>Transportation - Customer supplies fuel  |  | (0.0042)   |  |  |  |
| 10<br>11    | Rate T2 - Interruptible<br>Transportation - Union supplies fuel<br>Transportation - Customer supplies fuel  |  | (0.0039)<br>-  |  |  |  |

## Notes:

Applies to sales service customers only.
 Changes in the Cap-and-Trade Charges apply to Rate 25, M4, M5A, M7, T1, and T2.

## UNION GAS LIMITED Miscellaneous Non-Energy Charges

| Service   | Fee                                      |
|---|--|
| Residential Customer Class Service                                  |  |
| Connection Charge   | \$35                                     |
| Temporary Seal - Turn-off (Seasonal)                                | \$22                                     |
| Temporary Seal - Turn-on (Seasonal)                                 | \$35                                     |
| Landlord Turn-on  | \$35                                     |
| Disconnect/Reconnect for Non-Payment                                | \$65                                     |
| Commercial/Industrial Customer Class Service                        |  |
| Connection Charge   | \$38                                     |
| Temporary Seal - Turn-off (Seasonal)                                | \$22                                     |
| Temporary Seal - Turn-on (Seasonal)                                 | \$38                                     |
| Landlord Turn-on  | \$38                                     |
| Disconnect/Reconnect for Non-Payment                                | \$65                                     |
| Statement of Account/History Statements                             |  |
| History Statement (previous year)                                   | \$15/statement                           |
| History Statement (beyond previous year)                            | \$40/hour                                |
| Duplicate Bills * (if processed by system)                          | No charge                                |
| Duplicate Bills * (if manually processed)                           | \$15/statement                           |
| Dispute Meter Test Charges  |  |
| Meter Test - Residential Meter                                      | \$50 flat fee for<br>removal and te      |
| Meter Test - Commercial/Industrial Meter                            | Hourly charge<br>based on actua<br>costs |
| Direct Purchase Administration Charges                              |  |
| Monthly fee per bundled t-service contract or unbundled U2 contract | \$75.00                                  |
| Monthly per customer fee  | \$0.19                                   |
| Invoice Vendor Adjustment (IVA) fee                                 | \$1.09                                   |
| (for each successfully submitted IVA transaction)                   |  |
|   |  |
| Duplicate bill charges only apply when customer wants two           |  |

\* Duplicate bill charges only apply when customer wants two copies of a bill. Lost bills from the last billing period will be replaced free of charge.

#### EB-2018-0104 Working Papers Index

#### **Schedule**

1 Calculation of Supplemental Service Charges

2 Derivation of Amounts and Unit Rates for Prospective Recovery

Page 1 - North Purchase Gas Variance Account (Deferral Account 179-105)

Page 2 - Union North West Purchase Gas Variance Account (Deferral Account 179-147)

Page 3 - Union North East Purchase Gas Variance Account (Deferral Account 179-148)

Page 4 - North Tolls - Transportation (Deferral Account 179-100)

Page 5 - North Fuel - Northern and Eastern Operations Area (Deferral Account 179-100)

Page 6 - Transportation Tolls & Fuel - Union North West Operations Area (Deferral Account 179-145)

Page 7 - Transportation Tolls & Fuel - Union North East Operations Area (Deferral Account 179-146)

Page 8 - South Purchase Gas Variance Account (Deferral Account 179-106)

Page 9 - Inventory Revaluation (Deferral Account 179-109)

Page 10 - Load Balancing (Deferral Account 179-107) Rate 01

Page 11 - Load Balancing (Deferral Account 179-107) Rate 10

Page 12 - Load Balancing (Deferral Account 179-107) Rate 20

Page 13 - Spot Gas Purchases (Deferral Account 179-107)

## UNION GAS LIMITED Union North Calculation of Supplemental Service Charges Commissioning and Decommissioning Rates Effective April 1, 2018

| Line<br>No. | Particulars                                       | Union<br>North West     | Union<br>North East     |
|-------------|---|-------------------------|-------------------------|
|             |   | (a)                     | (b)                     |
|             | Rate 20 - At 50% Load Factor                      |                         |                         |
|             | Delivery (cents / m <sup>3</sup> )                |                         |                         |
| 1           | Monthly Demand (1)                                | 28.6515                 | 28.6515                 |
| 2           | Line 1 x 12 months                                | 343.8180                | 343.8180                |
| 3           | Line 2 / 365 days                                 | 0.9420                  | 0.9420                  |
| 4           | Line 3 @ 50% Load Factor                          | 1.8839                  | 1.8839                  |
| 5           | Delivery Commodity Charge (1)                     | 0.5344                  | 0.5344                  |
| 6           | Total Delivery Commissioning and Decommissioning  | 2.4183                  | 2.4183                  |
|             | Gas Supply (cents / m <sup>3</sup> )              |                         |                         |
| 7           | Monthly Demand (1)                                | 55.8953                 | 47.5032                 |
| 8           | Gas Supply Demand - Price Adjustment (1)          | -                       | -                       |
| 9           | (Line 7 + Line 8) x 12 months                     | 670.7436                | 570.0384                |
| 10          | Line 9 / 365 days                                 | 1.8377                  | 1.5617                  |
| 11          | Line 10 @ 50% Load Factor                         | 3.6753                  | 3.1235                  |
| 12          | Commodity Transportation 1 (1)                    | 3.5086                  | 2.2126                  |
| 13          | Commodity Transportation 1 - Price Adjustment     | 0.0555                  | 0.0968                  |
| 14          | (Line 12 + Line 13) x (4/5)                       | 2.8513                  | 1.8475                  |
| 15          | Commodity Transportation 2 (1)                    | <u> </u>                | -                       |
| 16          | Line 15 * (1/5)                                   |                         | -                       |
|             | Total Commodity Transportation                    |                         |                         |
| 17          | Charge for Commissioning and Decommissioning Rate | 6.5266                  | 4.9710                  |
|             | Rate 100 - At 70% Load Factor                     |                         |                         |
|             | Delivery (cents / m <sup>3</sup> )                |                         |                         |
| 18          | Monthly Demand (2)                                | 15.0877                 | 15.0877                 |
| 19          | Line 18 x 12 months                               | 181.0524                | 181.0524                |
| 20          | Line 19 / 365 days                                | 0.4960                  | 0.4960                  |
| 21          | Line 20 @ 70% Load Factor                         | 0.7086                  | 0.7086                  |
| 22          | Commodity Charge (2)                              | 0.2199                  | 0.2199                  |
| 23          | Total Delivery Commissioning and Decommissioning  | 0.9285                  | 0.9285                  |
| 04          | Gas Supply (cents / m³)                           | 100 5440                | 4 - 4 0 4 0 7           |
| 24          | Monthly Demand (2)                                | 109.5416                | 154.3467                |
| 25<br>26    | Line 24 x 12 months<br>Line 25 / 365 days         | 1,314.4992              | 1,852.1604              |
| 26<br>27    | Line 26 @ 70% Load Factor                         | <u>3.6014</u><br>5.1448 | <u>5.0744</u><br>7.2492 |
| 28          | Commodity Transportation 1 (2)                    | 6.1476                  | 8.8308                  |
| 29          | Line 28 * (3/7)                                   | 2.6347                  | 3.7846                  |
| 30          | Commodity Transportation 2 (2)                    |                         | -                       |
| 31          | Line 30 * (4/7)                                   |                         | -                       |
|             | Total Commodity Transportation                    |                         |                         |
| 32          | Charge for Commissioning and Decommissioning Rate | 7.7795                  | 11.0338                 |
|             |   |                         |                         |

Notes: (1) Appendix A, p.3. (2) Appendix A, p.4.

Filed: 2018-03-09 EB-2018-0104 Rate Order Working Papers Schedule 1 Page 2 of 6

# UNION GAS LIMITED Calculation of Supplemental Service Charges Effective April 1, 2018

| Line |  |          |                        |          |
|------|--|----------|------------------------|----------|
| No.  | Particulars  |          | cents / m <sup>3</sup> | \$ / GJ  |
|      |  |          | (a)                    | (b)      |
|      | Minimum Annual Gas Supply Commodity Charge - Rate M4, Rate M5A |          |                        |          |
| 1    | Compressor Fuel  |          | -                      |          |
| 2    | Transportation Tolls   |          | -                      |          |
| 3    | Administration Charge  |          | 0.1893                 |          |
| 4    | Minimum annual gas supply commodity charge                     |          | 0.1893                 | 0.049    |
|      | Gas Supply Commodity Charges                                   |          |                        |          |
| 5    | Commodity Cost of Gas  |          | 12.4098                |          |
| 6    | FT Transportation Commodity                                    |          | -                      |          |
| 7    | FT Fuel  |          |                        |          |
| 8    | Total Gas Supply Commodity Charge                              |          | 12.4098                | 3.191    |
|      | Firm Gas Supply Service Monthly Demand Charge                  |          |                        |          |
| 9    | FT Demand Charge   |          | 223.9986               | 57.598   |
|      | Firm Backstop Gas:   |          |                        |          |
|      | Demand:  |          |                        |          |
| 10   | Monthly space charge   | 0.0428   |                        |          |
| 11   | Units required (1)   | 43       | 00.0740 ( )            |          |
| 12   | Number of months   | 12       | 22.0740 (a)            |          |
|      | Inventory carrying costs:                                      | 10 0 107 |                        |          |
| 13   | Sales WACOG  | 12.3167  |                        |          |
| 14   | Overrun storage withdrawal                                     | 0.3228   |                        |          |
| 15   |  | 12.6395  |                        |          |
| 16   | Units required (m <sup>3</sup> )                               | 43       |                        |          |
| 17   | Pre-tax return (%)   | 8.170%   | <u>44.4038</u> (b)     | <b>,</b> |
| 18   | Annual demand charge   |          | 66.4778 (a) + (b       | )        |
| 19   | Number of months   |          | 12                     |          |
| 20   | Monthly demand charge  |          | 5.5398                 | 1.424    |
|      | Commodity:   |          |                        |          |
| 21   | Sales WACOG  |          | 12.3167                |          |
| 22   | Overrun storage withdrawal                                     |          | 0.3228                 |          |
| 23   | Rate T1 - Overrun transportation                               |          | 1.4855                 |          |
| 24   | Rate T1 - Cap-and-Trade Facility-Related charge                |          | 0.0240                 |          |
| 25   | Commodity charge   |          | 14.1490                | 3.638    |

Notes: (1) Each unit of added delivery requires 43 m<sup>3</sup> of additional inventory.

#### UNION GAS LIMITED Union South Calculation of Supplemental Service Charges Effective April 1, 2018

| No.      | Particulars  | cents / m <sup>3</sup> | \$ / GJ |
|----------|--|------------------------|---------|
|          |  | (a)                    | (b)     |
|          | Reasonable Efforts Backstop Gas:                                   |                        |         |
| 1        | Rate M1 - Block 1 delivery rate                                    | 5.0691                 |         |
| 2        | Rate M1 - Storage rate   | 0.7331                 |         |
| 3        | Rate M1 - Cap-and-Trade Facility-Related charge                    | 0.0240                 |         |
| 4        | Sales WACOG  | 12.3167                |         |
| 5        | Total  | 18.1429                | 4.665   |
|          | Supplemental Inventory:  |                        |         |
| 6        | Sales WACOG  | 12.3167                |         |
| 7        | Injection commodity  | 0.1405                 |         |
| 8        | Space charge (p.2, line 10 x 12)                                   | 0.5133                 |         |
| 9        | Opade onarge (p.2, into 10 x 12)                                   | 12.9705                | 3.335   |
| 0        | Carrying costs (1/2 year)  | 12.0700                | 0.000   |
| 10       | (line 9 x p.2, line 17) / 2  | 0.5298                 |         |
| 10       | Total (line 9 + line 10)   | 13.5004                | 3.471   |
|          |  | 10.000+                | 3.471   |
|          | Supplemental Gas Sales:  |                        |         |
| 12       | Supplemental inventory   | 13.5004                |         |
| 13       | Overrun storage withdrawal   | 0.3228                 |         |
| 14       | Rate T1 - Overrun transportation                                   | 1.4855                 |         |
| 15       | Rate T1 - Cap-and-Trade Facility-Related charge                    | 0.0240                 |         |
| 16       | Total  | 15.3327                |         |
|          | Failure to Deliver:  |                        |         |
| 17       | Rate M1 - Block 1 delivery rate                                    | 5.0691                 |         |
| 18       | Rate M1 - Storage rate   | 0.7331                 |         |
| 19       | Rate M1 - Cap-and-Trade Facility-Related charge                    | 0.0240                 | 0.006   |
| 20       | Failure to Deliver Adjustment                                      | 5.1708                 | 1.330   |
| 21       | Failure to Deliver Charge  | 10.9970                | 2.828   |
|          | Parkway Delivery Commitment Incentive ("PDCI")                     |                        |         |
| 22       | Rate M12 Dawn to Parkway demand rate (1)                           |                        | 3.716   |
| 22       | Line 22 x 12 months  |                        | 44.5920 |
| 23<br>24 | Line 22 X 12 months<br>Line 23 / 365 days                          |                        | 44.5920 |
|          |  |                        | 0.122   |
| 25       | Rate M12 average Dawn to Parkway (TCPL / EGT) fuel rate (2)        |                        |         |
| 26<br>27 | Rate M12 Dawn to Parkway Cap-and-Trade Facility-Related Charge (3) | -                      | 0.006   |
| 27       | Total (line 24 + line 25+ line 26)                                 | -                      | (0.156) |

Notes:
(1) Appendix A, p.14, line 2, column (c).
(2) EB-2017-0087, Rate Order, Appendix B, Rate M12 Rate Schedule C, p.1, average of Dawn to Parkway (TCPL / EGT) monthly fuel ratio at October 2017 QRAM Dawn Reference WACOG.
(2) Assessible A = 14 line 40 column (c).

(3) Appendix A, p.14, line 10, column (c).

Filed: 2018-03-09 EB-2018-0104 Rate Order Working Papers Schedule 1 Page 4 of 6

## UNION GAS LIMITED Union South Calculation of Supplemental Service Charges Calculation of Minimum & Maximum Charges Effective April 1, 2018

| Line<br>No. | Particulars                                       |  | cents / m <sup>3</sup> |
|-------------|---|--|------------------------|
|             | Minimum Charges                                   |  | (a)                    |
|             | Rate M4 (F)                                       | Minimum annual delivery commodity charge:                          |                        |
| 1           |   | Monthly delivery commodity charge (Rate M4 1st Block)              | 1.5391                 |
| 2           |   | Gas Supply Admin Charge  | 0.1893                 |
| 3           |   | Minimum annual delivery commodity charge                           | 1.7284                 |
|             | Rate M4 (I) / M5                                  | Minimum annual delivery commodity charge:                          |                        |
| 4           |   | Monthly delivery commodity charge (Rate M5 1st Block)              | 3.0171                 |
| 5           |   | Gas Supply Admin Charge  | 0.1893                 |
| 6           |   | Minimum annual delivery commodity charge                           | 3.2064                 |
|             | Maximum Charges                                   |  |                        |
|             | Rate 25 Interruptible                             |  |                        |
| 7           |   | Average Rate 10 Firm Delivery Charge                               | 5.8043                 |
| 8           |   | Percent of Average Firm Delivery Price                             | 90%                    |
|             |   | Rate 25 Maximum interruptible delivery commodity                   |                        |
| 9           |   | charge   | 5.2239                 |
|             |   |  |                        |
|             | Rate M7 Interruptible                             | Maximum interruptible delivery commodity charge:                   |                        |
| 10          |   | Rate M7 firm commodity charge                                      | 0.3328                 |
| 11          |   | Rate M7 firm demand charge commoditized at a Load Factor of 18.69% | 6.0962                 |
| 12          |   | Rate M7 maximum interruptible charge                               | 6.4290                 |
| 13          | Rate T1 Interruptible                             | Maximum interruptible delivery commodity charge                    | 6.4290                 |
| 14          | Rate T2 Interruptible                             | Maximum interruptible delivery commodity charge                    | 6.4290                 |
|             | Rate M7 - Commissioning and                       | Decommissioning Bate   |                        |
|             | Rate Mr - Commissioning and                       |  |                        |
| 15          | Delivery (cents / m <sup>3</sup> )                |  | 24 6517                |
| 15<br>16    | Monthly Demand (1)<br>Annual Demand (line 15 x 1) | 2 months)  | 34.6517<br>415.8204    |
| 17          | Daily Demand (line 16 / 365                       |  | 1.1392                 |
| 18          | @ Class Average Firm Load                         |  | 4.2674                 |
| 19          | Delivery Commodity Charge                         |  | 0.3328                 |
| 20          | Delivery - Price Adjustment                       |  | -                      |
| 21          |   | ng and Decommissioning (line 18 + line 19 + line 20)               | 4.6002                 |
|             | -   |  |                        |

<u>Notes:</u> (1) Appendix A, p.9.

#### UNION GAS LIMITED Union South Calculation of Supplemental Service Charges Effective April 1, 2018

| ne<br>o. | Particulars  | Union<br>Supplies Fuel | Customer<br>Supplies Fuel |
|----------|--|------------------------|---------------------------|
|          |  | (a)                    | (b)                       |
|          | Rate T1 / Rate T2 / Rate T3 - At 100% Load Factor                        |                        |                           |
|          | Authorized Storage Overrun (\$ / GJ)                                     |                        |                           |
|          | Monthly Demand (1)   | 1.429                  | 1.429                     |
| 2        | Annual Demand (line 1 x 12 months)                                       | 17.148                 | 17.148                    |
| 3        | Daily Demand (line 2 / 365 days)   | 0.047                  | 0.047                     |
| 1        | @ 100% Load Factor   | 0.047                  | 0.047                     |
| 5        | Commodity Charge (2)   | 0.036                  | 0.008                     |
| 6        | Total Storage Overrun (line 4 + line 5)                                  | 0.083                  | 0.055                     |
|          | Rate T1 - At 100% Load Factor  |                        |                           |
|          | Authorized Transportation Overrun (cents / m <sup>3</sup> )              |                        |                           |
| 7        | Monthly Demand (3)   | 40.5921                | 40.5921                   |
| 3        | Annual Demand (line 7 x 12 months)                                       | 487.1052               | 487.1052                  |
| )        | Daily Demand (line 8 / 365 days)   | 1.3345                 | 1.334                     |
| 0        | @ 100% Load Factor   | 1.3345                 | 1.334                     |
| 1        | Commodity Charge (4)   | 0.1510                 | 0.110                     |
| 2        | Total Transportation Overrun (line 10 + line 11)                         | 1.4855                 | 1.4454                    |
|          | Rate T2 - At 100% Load Factor  |                        |                           |
|          | Authorized Transportation Overrun (cents / m <sup>3</sup> )              |                        |                           |
| 3        | Monthly Demand (5)   | 32.0198                | 32.0198                   |
| 4        | Annual Demand (line 13 x 12 months)                                      | 384.2376               | 384.2376                  |
| 5        | Daily Demand (line 14 / 365 days)  | 1.0527                 | 1.052                     |
| 6        | @ 100% Load Factor<br>Commodity Charge (6)                               | 1.0527                 | 1.052                     |
| 7<br>8   | Total Transportation Overrun (line 16 + line 17)                         | <u> </u>               | 0.026                     |
| 0        |  | 1.1109                 | 1.0790                    |
|          | Rate T3 - At 100% Load Factor  |                        |                           |
|          | Authorized Transportation Overrun (cents / m <sup>3</sup> )              |                        |                           |
| 9        | Monthly Demand (7)   | 17.9898                | 17.9898                   |
| 0        | Annual Demand (line 19 x 12 months)                                      | 215.8776               | 215.877                   |
| 1        | Daily Demand (line 20 / 365 days)  | 0.5914                 | 0.5914                    |
| 2        | @ 100% Load Factor   | 0.5914                 | 0.591                     |
| 3<br>4   | Commodity Charge (8)<br>Total Transportation Overrun (line 22 + line 23) | 0.1178                 | 0.066                     |
|          | Total Transportation Overrun (line 22 + line 23)                         | 0.7092                 | 0.658                     |

(1) Appendix A, p.10.

(2) Column (a) calculated as WACOG / Heat Value \* Overrun Fuel Ratio + Injection Commodity = \$124.098 /10<sup>3</sup>m<sup>3</sup> / 38.89 GJ/10<sup>3</sup>m<sup>3</sup> \* 0.881% + \$0.008/GJ.

(3) Appendix A, p.10.

(4) Column (a) calculated as WACOG / 10 \* Transportation Fuel Ratio + Firm Commodity Transport = \$124.098 /10<sup>3</sup>m<sup>3</sup> / 10 \* 0.323% + 0.1109 cents/m<sup>3</sup>.

(5) Appendix A, p.11.

(6) Column (a) calculated as WACOG / 10 \* Transportation Fuel Ratio + Firm Commodity Transport = \$124.098 /10<sup>3</sup>m<sup>3</sup> / 10 \* 0.295% + 0.0266 cents/m<sup>3</sup>.

(7) Appendix A, p.12.

(8) Column (a) calculated as WACOG / 10 \* Transportation Fuel Ratio + Firm Commodity Transport = \$124.098 / 10<sup>3</sup>m<sup>3</sup> / 10 \* 0.412% + 0.0667 cents/m<sup>3</sup>.

## UNION GAS LIMITED Union South Calculation of Union Supplied Fuel Rates for In-Franchise Semi-Unbundled Rate T1, Rate T2 and Rate T3 <u>Effective April 1, 2018</u>

| Line<br>No. | Particulars   | Union<br>Supplies Fuel | Customer<br>Supplies Fuel |
|-------------|---|------------------------|---------------------------|
|             |   | (a)                    | (b)                       |
|             | Rate T1 Transportation Service (cents/m <sup>3</sup> )                          |                        |                           |
| 1           | Dawn Price as per EB-2018-0104  | 12.4098                |                           |
| 2           | 2018 Fuel Ratio as per EB-2018-0104   | 0.323%                 |                           |
| 3           | Fuel Rate (line 1 x line 2)   | 0.0401                 |                           |
| 4           | Firm Transportation Commodity Charge  | 0.1109                 | 0.1109                    |
| 5           | All Volumes   | 0.1510                 | 0.1109                    |
| 6           | Interruptible Transportation Commodity Charge - Maximum                         | 6.4290                 | 6.3889                    |
|             | Rate T2 Transportation Service (cents/m <sup>3</sup> )                          |                        |                           |
| 7           | Dawn Price as per EB-2018-0104  | 12.4098                |                           |
| 8           | 2018 Fuel Ratio as per EB-2018-0104   | 0.295%                 |                           |
| 9           | Fuel Rate (line 7 x line 8)   | 0.0366                 |                           |
| 10          | Firm Transportation Commodity Charge  | 0.0266                 | 0.0266                    |
| 11          | All Volumes   | 0.0632                 | 0.0266                    |
| 12          | Interruptible Transportation Commodity Charge - Maximum                         | 6.4290                 | 6.3924                    |
|             | Rate T3 Transportation Service (cents/m <sup>3</sup> )                          |                        |                           |
| 13          | Dawn Price as per EB-2018-0104  | 12.4098                |                           |
| 14          | 2018 Fuel Ratio as per EB-2018-0104   | 0.412%                 |                           |
| 15          | Fuel Rate (line 13 x line 14)   | 0.0511                 |                           |
| 16          | Firm Transportation Commodity Charge  | 0.0667                 | 0.0667                    |
| 17          | All Volumes   | 0.1178                 | 0.0667                    |
|             | Rate T1, Rate T2 & Rate T3 Storage Service (\$/GJ)                              |                        |                           |
| 18          | Dawn Price as per EB-2018-0104  | 3.191                  |                           |
| 19          | 2018 Fuel Ratio as per EB-2018-0104   | 0.408%                 |                           |
| 20          | Fuel Rate (line 18 x line 19)   | 0.013                  |                           |
| 21          | Storage Commodity Charge  | 0.008                  | 0.008                     |
| 22          | All Volumes   | 0.021                  | 0.008                     |
|             | Rate T1, Rate T2 & Rate T3 Annual Firm Injection/Withdrawal Right               | \$ / GJ                |                           |
|             |   | (a)                    |                           |
| 23          | Customer provides deliverability Inventory Rate                                 | 1.184 (1)              |                           |
|             | Inventory Carrying Costs  |                        |                           |
| 24          | Space   | 75,177,124 (2)         |                           |
| 25          | Inventory Percentage  | 20%                    |                           |
| 26          | Inventory (line 24 x line 25)   | 15,035,425             |                           |
| 27          | Dawn Price as per EB-2018-0104  | 3.191                  |                           |
| 28          | ICC %   | 8.2%                   |                           |
| 29          | Inventory Carrying Costs (line 26 * line 27 * line 28 / 1000)                   | 3,920                  |                           |
| 30          | Deliverability Demand Allocation Units  | 1,332,764 (3)          |                           |
| 31          | Line 29 / line 30 x 1000 / 12   | 0.245                  |                           |
| 32          | Union provides deliverability Inventory as per EB-2018-0104 (line 23 + line 31) | 1.429                  |                           |
|             |   |                        |                           |

Notes:(1)EB-2017-0087, Rate Order, Working Papers, Schedule 4, p.16, line 2, column (s).(2)EB-2011-0210, Rate Order, Working Papers, Schedule 19, p.2, line 8, column (b).(3)EB-2011-0210, Rate Order, Working Papers, Schedule 19, p.1, line 5, column (e).

### North Purchase Gas Variance Account (Deferral Account 179-105) Derivation of Amounts and Unit Rates for Prospective Recovery

|      |   |                                   |           | Year 2017 |           |
|------|---|-----------------------------------|-----------|-----------|-----------|
| Line |   |                                   | Apr       | Jul       | Oct       |
| No.  | Particulars   | Units                             | Q2        | Q3 (1)    | Q4 (2)    |
|      |   |                                   | (a)       | (b)       | (c)       |
|      | 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 (5)  | (\$000's)                         |           |           | -         |
| 3    | Change (Line 1 - Line 2)  | (\$000's)                         | -         | -         | -         |
|      | Previous Quarter: True-up of deferral balances  |                                   |           |           |           |
| 4    | Actual deferral balances  | (\$000's)                         | 6,294     | -         | -         |
| 5    | Current projected deferral amounts  | (\$000's)                         | -         | -         | -         |
| 6    | Less: Previous projection included in recovery  | (\$000's)                         | 981       |           | -         |
| 7    | Variance (Line 4 + Line 5 - Line 6)   | (\$000's)                         | 5,314     | -         | -         |
| 8    | Total Deferral Amounts for Recovery (Line 3 + Line 7)   | (\$000's)                         | 5,314     | -         | -         |
| 9    | Previous Quarter: True-up of Prospective Recovery Amounts<br>Variance between projected and actual prospective recovery for month(s) with<br>actual data since previous QRAM application:<br>Forecast prospective recovery amount | (\$000's)                         | (6,339)   | (11,007)  | (743)     |
| 10   | Less: Actual prospective recovery amount  | (\$000's)                         | (5,763)   | (10,174)  | (821)     |
| 11   | Variance (Line 9 - Line 10)   | (\$000's)                         | (575)     | (834)     | 78        |
| 12   | Prospective Recovery Amount Deferral Transfer   | (\$000's)                         | -         | 834       | (78)      |
| 13   | Total Amount for Prospective Recovery (Line 8 + Line 11 + line 12)  | (\$000's)                         | 4,738     | -         | -         |
| 14   | Forecast - 12 month Union North volume  | (10 <sup>3</sup> m <sup>3</sup> ) | 1,078,221 | 1,076,827 | 1,076,348 |
| 15   | Unit Rate   | (cents/m <sup>3</sup> )           | 0.4394    | -         | -         |
|      | Summary of Unit Rates   |                                   |           |           |           |
| 16   | Unit Rate Q1  | (cents/m <sup>3</sup> )           | (0.3221)  | (0.3221)  | (0.3221)  |
| 17   | Unit Rate Q2 Expiring rider replaced by new rider   | (cents/m <sup>3</sup> )           | 0.4394    | 0.4394    | 0.4394    |
| 18   | Unit Rate Q3  | (cents/m <sup>3</sup> )           | (0.8019)  | -         | -         |
|      | Unit Rate Q4  | (cents/m <sup>3</sup> )           | · · · ·   | -         | -         |
| 19   |   | · · · · · ·                       | 0.2291    | 0.2291    | -         |
| 20   | Total Unit Rate - Prospective Recovery  | (cents/m <sup>3</sup> )           | (0.4555)  | 0.3464    | 0.1173    |

<u>Notes:</u>
(1) EB-2017-0185, Tab 2, Schedule 4, p.1, Column (a).
(2) EB-2017-0278, Tab 2, Schedule 4, p.1, Column (a).
(3) EB-2017-0351, Tab 2, Schedule 4, p.1, Column (a).
(4) Tab 2, Schedule 4, p. 1, Column (a).
(5) Excludes North forecast variances for the period beginning January 1, 2017.

Filed: 2018-03-09 EB-2018-0104 Working Papers Schedule 2 Page 1 of 13

| Year 2018 |           |  |  |
|-----------|-----------|--|--|
| Jan       | Apr       |  |  |
| Q1 (3)    | Q2 (4)    |  |  |
| (d)       | (e)       |  |  |
|           |           |  |  |
| -         | -         |  |  |
| -         | -         |  |  |
| -         | -         |  |  |
|           |           |  |  |
| _         | _         |  |  |
| -         | -         |  |  |
| -         | -         |  |  |
| -         | -         |  |  |
|           |           |  |  |
| -         | -         |  |  |
|           |           |  |  |
|           |           |  |  |
|           |           |  |  |
| 285       | 391       |  |  |
| 264       | 435       |  |  |
| 21        | (44)      |  |  |
| (21)      | 44        |  |  |
|           |           |  |  |
| -         | -         |  |  |
| 1,077,399 | 1,072,948 |  |  |
| -         | -         |  |  |
|           |           |  |  |
|           |           |  |  |
|           |           |  |  |
| -         | -         |  |  |
| 0.4394    | -         |  |  |
| -         | -         |  |  |
| -         |           |  |  |
| 0.4394    | -         |  |  |

#### Union North West Purchase Gas Variance Account (Deferral Account 179-147)

Derivation of Amounts and Unit Rates for Prospective Recovery

|      |  |                                   |             | Year 2017 |          | Year 2   | 018      |
|------|--|-----------------------------------|-------------|-----------|----------|----------|----------|
| Line |  | -                                 | Apr         | Jul       | Oct      | Jan      | Apr      |
| No.  | Particulars  | Units                             | Q2          | Q3 (1)    | Q4 (2)   | Q1 (3)   | Q2 (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)                         | 0           | (1)       | 1        | 1        | (7)      |
| 2    | Less: 12-month projection from previous QRAM application                     | (\$000's)                         | (0)         | 0         | (1)      | 1        | 1        |
| 3    | Change (Line 1 - Line 2)   | (\$000's)                         | 0           | (1)       | 1        | 0        | (7)      |
|      | Previous Quarter: True-up of deferral balances                               |                                   |             |           |          |          |          |
| 4    | Actual deferral balances   | (\$000's)                         | -           | 38        | (903)    | (370)    | (1,198)  |
| 5    | Current projected deferral amounts   | (\$000's)                         | 187         | (813)     | (82)     | (1,370)  | (2,527)  |
| 6    | Less: Previous projection included in recovery                               | (\$000's)                         | -           | 187       | (813)    | (82)     | (1,370)  |
| 7    | Variance (Line 4 + Line 5 - Line 6)  | (\$000's)                         | 187         | (962)     | (172)    | (1,657)  | (2,356)  |
| 8    | Total Deferral Amounts for Recovery (Line 3 + Line 7)                        | (\$000's)                         | 188         | (963)     | (171)    | (1,657)  | (2,363)  |
|      | 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)                         | -           | -         | 28       | (77)     | (362)    |
| 10   | Less: Actual prospective recovery amount                                     | (\$000's)                         |             | -         | 30       | (66)     | (408)    |
| 11   | Variance (Line 9 - Line 10)  | (\$000's)                         | -           | -         | (1)      | (11)     | 47       |
| 12   | Prospective Recovery Amount Deferral Transfer                                | (\$000's)                         | -           | (242)     | 24       | 5        | (8)      |
| 13   | Total Amount for Prospective Recovery (Line 8 + Line 11 + Line 12)           | (\$000's)                         | 188         | (1,205)   | (148)    | (1,663)  | (2,324)  |
| 14   | Forecast - 12 month Union North West sales service volume                    | (10 <sup>3</sup> m <sup>3</sup> ) | 306,824     | 306,588   | 306,503  | 297,580  | 296,593  |
| 15   | Unit Rate  | (cents/m <sup>3</sup> )           | 0.0611      | (0.3930)  | (0.0483) | (0.5589) | (0.7835) |
|      | Summary of Unit Rates  |                                   |             |           |          |          |          |
| 16   | Unit Rate Q1   | (cents/m <sup>3</sup> )           | _           | _         | -        | (0.5589) | (0.5589) |
| 17   |  | (cents/m <sup>3</sup> )           | -<br>0.0611 | 0.0611    | 0.0611   | 0.0611   |          |
|      | Unit Rate Q2 Expiring rider replaced by new rider                            |                                   | 0.0011      |           |          |          | (0.7835) |
| 18   | Unit Rate Q3   | (cents/m <sup>3</sup> )           | -           | (0.3930)  | (0.3930) | (0.3930) | (0.3930) |
| 19   | Unit Rate Q4   | (cents/m <sup>3</sup> )           |             |           | (0.0483) | (0.0483) | (0.0483) |
| 20   | Total Unit Rate - Prospective Recovery                                       | (cents/m <sup>3</sup> )           | 0.0611      | (0.3319)  | (0.3802) | (0.9391) | (1.7837) |

Notes: (1) EB-2017-0185, Tab 2, Schedule 4, p.1, Column (b). (2) EB-2017-0278, Tab 2, Schedule 4, p.1, Column (b).

(3) EB-2017-0351, Tab 2, Schedule 4, p. 1, Column (b).
(4) Tab 2, Schedule 4, p. 1, Column (b).

#### Filed: 2018-03-09 EB-2018-0104 Working Papers Schedule 2 Page 2 of 13

#### Union North East Purchase Gas Variance Account (Deferral Account 179-148)

Derivation of Amounts and Unit Rates for Prospective Recovery

|          |   |                                   |          | Year 2017 |          | Year 20  | 018      |
|----------|---|-----------------------------------|----------|-----------|----------|----------|----------|
| Line     |   |                                   | Apr      | Jul       | Oct      | Jan      | Apr      |
| No.      | Particulars   | Units                             | Q2       | Q3 (1)    | Q4 (2)   | Q1 (3)   | Q2 (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)                         | 729      | 5,022     | 4,679    | 2,029    | 6,235    |
| 2        | Less: 12-month projection from previous QRAM application  | (\$000's)                         | (3,751)  | 729       | 5,022    | 4,679    | 2,029    |
| 3        | Change (Line 1 - Line 2)  | (\$000's)                         | 4,480    | 4,293     | (343)    | (2,650)  | 4,206    |
|          | Previous Quarter: True-up of deferral balances  |                                   |          |           |          |          |          |
| 4        | Actual deferral balances  | (\$000's)                         | -        | 529       | (1,476)  | (7,976)  | 122      |
| 5        | Current projected deferral amounts  | (\$000's)                         | 143      | (1,292)   | (7,310)  | (320)    | 133      |
| 6        | Less: Previous projection included in recovery  | (\$000's)                         | -        | 143       | (1,292)  | (7,310)  | (320)    |
| 7        | Variance (Line 4 + Line 5 - Line 6)   | (\$000's)                         | 143      | (906)     | (7,494)  | (986)    | 575      |
| 8        | Total Deferral Amounts for Recovery (Line 3 + Line 7)   | (\$000's)                         | 4,623    | 3,387     | (7,837)  | (3,636)  | 4,781    |
|          | Previous Quarter: True-up of Prospective Recovery Amounts<br>Variance between projected and actual prospective recovery for month(s) with |                                   |          |           |          |          |          |
|          | actual data since previous QRAM application:  |                                   |          |           |          |          |          |
| 9        | Forecast prospective recovery amount  | (\$000's)                         | -        | (1,739)   | 132      | 272      | (1,312)  |
| 10       | Less: Actual prospective recovery amount  | (\$000's)                         | -        | (1,636)   | 142      | 235      | (1,455)  |
| 11       | Variance (Line 9 - Line 10)   | (\$000's)                         | -        | (103)     | (10)     | 37       | 143      |
| 12       | Prospective Recovery Amount Deferral Transfer   | (\$000's)                         | -        | (607)     | 60       | 13       | (20)     |
| 13       | Total Amount for Prospective Recovery (Line 8 + Line 11 + Line 12)  | (\$000's)                         | 4,623    | 2,677     | (7,787)  | (3,586)  | 4,904    |
| 14       | Forecast - 12 month Union North East sales service volume   | (10 <sup>3</sup> m <sup>3</sup> ) | 771,397  | 770,239   | 769,845  | 779,819  | 776,354  |
| 15       | Unit Rate   | (cents/m <sup>3</sup> )           | 0.5993   | 0.3475    | (1.0114) | (0.4598) | 0.6317   |
|          | Summary of Unit Rates   |                                   |          |           |          |          |          |
| 16       | Unit Rate Q1  | (cents/m <sup>3</sup> )           | (0.4859) | (0.4859)  | (0.4859) | (0.4598) | (0.4598) |
| 17       | Unit Rate Q2 Expiring rider replaced by new rider   | (cents/m <sup>3</sup> )           | 0.5993   | 0.5993    | 0.5993   | 0.5993   | 0.6317   |
| 18       | Unit Rate Q3  | (cents/m <sup>3</sup> )           | -        | 0.3475    | 0.3475   | 0.3475   | 0.3475   |
|          | Unit Rate Q4  | (cents/m <sup>3</sup> )           | _        | -         |          |          |          |
| 19<br>00 |   |                                   | -        |           | (1.0114) | (1.0114) | (1.0114) |
| 20       | Total Unit Rate - Prospective Recovery  | (cents/m <sup>3</sup> )           | 0.1134   | 0.4609    | (0.5505) | (0.5244) | (0.4920) |

Notes: (1) EB-2017-0185, Tab 2, Schedule 4, p.1, Column (c).

(2) EB-2017-0278, Tab 2, Schedule 4, p.1, Column (c).

(3) EB-2017-0351, Tab 2, Schedule 4, p. 1, Column (c).
(4) Tab 2, Schedule 4, p. 1, Column (c).

#### Filed: 2018-03-09 EB-2018-0104 Working Papers Schedule 2 Page 3 of 13

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

|         |  |                                   |                | Year 2017      |            |
|---------|--|-----------------------------------|----------------|----------------|------------|
| Line    |  |                                   | Apr            | Jul            | Oct        |
| No.     | Particulars  | Units                             | Q2             | Q3 (1)         | Q4 (2)     |
|         |  |                                   | (a)            | (b)            | (c)        |
|         | 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 (5)   | (\$000's)                         |                | -              | -          |
| 3       | Change (Line 1 - Line 2)   | (\$000's)                         | -              | -              | -          |
|         | Previous Quarter: True-up of deferral balances   |                                   |                |                |            |
| 4       | Actual deferral balances   | (\$000's)                         | (4,084)        | -              | -          |
| 5       | Current projected deferral amounts   | (\$000's)                         | -              | -              | -          |
| 6       | Less: Previous projection included in recovery   | (\$000's)                         | (2,535)        | -              | -          |
| 7       | Variance (Line 4 + Line 5 - Line 6)  | (\$000's)                         | (1,548)        | -              | -          |
| 8       | Total Deferral Amounts for Recovery (Line 3 + Line 7)  | (\$000's)                         | (1,548)        | -              | -          |
| 9<br>10 | Variance between projected and actual prospective recovery for month(s) with<br>actual data since previous QRAM application:<br>Forecast prospective recovery amount<br>Less: Actual prospective recovery amount | (\$000's)<br>(\$000's)            | (551)<br>(440) | 1,157<br>1,203 | 153<br>154 |
| 11      | Variance (Line 9 - Line 10)  | (\$000's)                         | (111)          | (45)           | (1)        |
| 12      | Prospective Recovery Amount Deferral Transfer  |                                   | -              | 45             | 1          |
| 13      | Total Amount for Prospective Recovery (Line 8 + Line 11 + line 12)   | (\$000's)                         | (1,659)        | -              | -          |
| 14      | Forecast - 12 month Union North sales service and bundled DP volume  | (10 <sup>3</sup> m <sup>3</sup> ) | 1,436,021      | 1,434,538      | 1,434,064  |
| 15      | Unit Rate  | (cents/m <sup>3</sup> )           | (0.1155)       | -              | -          |
|         | Summary of Unit Rates  |                                   |                |                |            |
| 16      | Unit Rate Q1   | (cents/m <sup>3</sup> )           | (0.0594)       | (0.0594)       | (0.0594)   |
| 17      | Unit Rate Q2 Expiring rider replaced by new rider  | (cents/m <sup>3</sup> )           | (0.1155)       | (0.1155)       | (0.0394)   |
|         |  | · · · · ·                         | ( )            | (0.1155)       | (0.1155)   |
| 18      | Unit Rate Q3   | (cents/m <sup>3</sup> )           | 0.0407         | -              | -          |
| 19      | Unit Rate Q4   | (cents/m <sup>3</sup> )           | 0.2009         | 0.2009         | -          |
| 20      | Total Unit Rate - Prospective Recovery   | (cents/m <sup>3</sup> )           | 0.0667         | 0.0260         | (0.1749)   |
|         |  |                                   |                |                |            |

#### Notes:

(1) EB-2017-0185, Tab 2, Schedule 4, p. 1, Column (d).

(2) EB-2017-0278, Tab 2, Schedule 4, p. 1, Column (d).

(3) EB-2017-0351, Tab 2, Schedule 4, p. 1, Column (d).

(4) Tab 2, Schedule 4, p. 1, Column (d).

(5) Excludes North forecast variances for the period beginning January 1, 2017.

#### Filed: 2018-03-09 EB-2018-0104 Working Papers Schedule 2 <u>Page 4 of 13</u>

| Year      | 2018      |
|-----------|-----------|
| Jan       | Apr       |
| Q1 (3)    | Q2 (4)    |
| (d)       | (e)       |
|           |           |
|           |           |
| -         | -         |
| -         | -         |
| -         |           |
|           |           |
|           |           |
| -         | -         |
| -         | -         |
| -         | -         |
| -         | -         |
|           |           |
| -         | -         |
|           |           |
|           |           |
|           |           |
|           |           |
| 32        | (773)     |
| <u> </u>  | (806)     |
| 5         | 33        |
| (-)       | (2.2)     |
| (5)       | (33)      |
| _         | _         |
| -         | -         |
| 1,426,736 | 1,421,081 |
| -         | -         |
|           |           |
|           |           |
|           |           |
|           |           |
| -         | -         |
| (0.1155)  | -         |
| -         | -         |
|           |           |

(0.1155)

-

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

|      |   |                                   |           | Year 2017 |           |
|------|---|-----------------------------------|-----------|-----------|-----------|
| Line |   |                                   | Apr       | Jul       | Oct       |
| No.  | Particulars   | Units                             | Q2        | Q3 (1)    | Q4 (2)    |
|      |   |                                   | (a)       | (b)       | (c)       |
|      | 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 (5)  | (\$000's)                         |           | -         | -         |
| 3    | Change (Line 1 - Line 2)  | (\$000's)                         | -         | -         | -         |
|      | Previous Quarter: True-up of deferral balances  |                                   |           |           |           |
| 4    | Actual deferral balances  | (\$000's)                         | (564)     | -         | -         |
| 5    | Current projected deferral amounts  | (\$000's)                         | -         | -         | -         |
| 6    | Less: Previous projection included in recovery  | (\$000's)                         | (505)     | -         | -         |
| 7    | Variance (Line 4 + Line 5 - Line 6)   | (\$000's)                         | (59)      | -         | -         |
| 8    | Total Deferral Amounts for Recovery (Line 3 + Line 7)   | (\$000's)                         | (59)      | -         | -         |
|      | Previous Quarter: True-up of Prospective Recovery Amounts<br>Variance between projected and actual prospective recovery for month(s) with |                                   |           |           |           |
| _    | actual data since previous QRAM application:  | / <b>*</b>                        |           |           | <i></i>   |
| 9    | Forecast prospective recovery amount  | (\$000's)                         | (106)     | (244)     | (107)     |
| 10   | Less: Actual prospective recovery amount  | (\$000's)                         | (98)      | (229)     | (114)     |
| 11   | Variance (Line 9 - Line 10)   | (\$000's)                         | (8)       | (15)      | /         |
| 12   | Prospective Recovery Amount Deferral Transfer   |                                   | -         | 15        | (7)       |
| 13   | Total Amount for Prospective Recovery (Line 8 + Line 11 + line 12)  | (\$000's)                         | (68)      | -         | -         |
| 14   | Forecast - 12 month Union North sales service volume  | (10 <sup>3</sup> m <sup>3</sup> ) | 1,078,221 | 1,076,827 | 1,076,348 |
| 15   | Unit Rate   | (cents/m <sup>3</sup> )           | (0.0063)  | -         | -         |
|      | Summary of Unit Rates   |                                   |           |           |           |
| 16   | Unit Rate Q1  | (cents/m <sup>3</sup> )           | (0.0355)  | (0.0355)  | (0.0355)  |
| 10   |   | (cents/m <sup>3</sup> )           | (0.0063)  | (0.0063)  | (0.0063)  |
|      | Unit Rate Q2 Expiring rider replaced by new rider   | · · · ·                           | ,         | (0.0003)  | (0.0003)  |
| 18   | Unit Rate Q3  | (cents/m <sup>3</sup> )           | (0.0527)  | -         | -         |
| 19   | Unit Rate Q4  | (cents/m <sup>3</sup> )           | 0.0288    | 0.0288    | -         |
| 20   | Total Unit Rate - Prospective Recovery  | (cents/m <sup>3</sup> )           | (0.0657)  | (0.0130)  | (0.0418)  |

#### Notes:

(1) EB-2017-0185, Tab 2, Schedule 4, p. 1, Column (e).

(2) EB-2017-0278, Tab 2, Schedule 4, p. 1, Column (e).

(3) EB-2017-0351, Tab 2, Schedule 4, p. 1, Column (e).

(4) Tab 2, Schedule 4, p. 1, Column (e).

(5) Excludes North forecast variances for the period beginning January 1, 2017.

#### Filed: 2018-03-09 EB-2018-0104 Working Papers Schedule 2 <u>Page 5 of 13</u>

| Year 2018 |                     |  |  |  |  |
|-----------|---------------------|--|--|--|--|
| Jan       | Apr                 |  |  |  |  |
| Q1 (3)    | $Q_{2}^{\prime}(4)$ |  |  |  |  |
| (d)       | Q2 (4)<br>(e)       |  |  |  |  |
| (u)       | (e)                 |  |  |  |  |
|           |                     |  |  |  |  |
|           |                     |  |  |  |  |
| -         | -                   |  |  |  |  |
| -         | -                   |  |  |  |  |
|           |                     |  |  |  |  |
| -         | -                   |  |  |  |  |
|           |                     |  |  |  |  |
|           |                     |  |  |  |  |
| -         | -                   |  |  |  |  |
| -         | -                   |  |  |  |  |
| _         | -                   |  |  |  |  |
|           |                     |  |  |  |  |
| -         | -                   |  |  |  |  |
|           |                     |  |  |  |  |
| -         | -                   |  |  |  |  |
|           |                     |  |  |  |  |
|           |                     |  |  |  |  |
|           |                     |  |  |  |  |
|           |                     |  |  |  |  |
|           |                     |  |  |  |  |
| (11)      | (139)               |  |  |  |  |
| (8)       | (155)               |  |  |  |  |
| (8)       | (155)<br>15         |  |  |  |  |
| (0)       | 10                  |  |  |  |  |
| 0         |                     |  |  |  |  |
| 3         | (15)                |  |  |  |  |
|           |                     |  |  |  |  |
| -         | -                   |  |  |  |  |
| 1,077,399 | 1,072,948           |  |  |  |  |
| 1,077,000 | 1,072,040           |  |  |  |  |
| -         | -                   |  |  |  |  |
|           |                     |  |  |  |  |
|           |                     |  |  |  |  |
|           |                     |  |  |  |  |
|           |                     |  |  |  |  |
|           |                     |  |  |  |  |
| -         | -                   |  |  |  |  |
| (0.0063)  | -                   |  |  |  |  |
| (0.0000)  |                     |  |  |  |  |

(0.0063)

#### Transportation Tolls & Fuel - Union North West Operations Area (Deferral Account 179-145)

Derivation of Amounts and Unit Rates for Prospective Recovery

|      |   |                                   |          | Year 2017 |          | Year 2   | 018      |
|------|---|-----------------------------------|----------|-----------|----------|----------|----------|
| Line |   | -                                 | Apr      | Jul       | Oct      | Jan      | Apr      |
| No.  | Particulars   | Units                             | Q2       | Q3 (1)    | Q4 (2)   | Q1 (3)   | Q2 (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)                         | 94       | 38        | 3        | (3)      | -        |
| 2    | Less: 12-month projection from previous QRAM application  | (\$000's)                         | (82)     | 94        | 38       | 3        | (3)      |
| 3    | Change (Line 1 - Line 2)  | (\$000's)                         | 177      | (57)      | (34)     | (7)      | 3        |
|      | Previous Quarter: True-up of deferral balances  |                                   |          |           |          |          |          |
| 4    | Actual deferral balances  | (\$000's)                         | -        | 409       | (64)     | (117)    | 185      |
| 5    | Current projected deferral amounts  | (\$000's)                         | 37       | (34)      | (81)     | (74)     | (107)    |
| 6    | Less: Previous projection included in recovery  | (\$000's)                         |          | 37        | (34)     | (81)     | (74)     |
| 7    | Variance (Line 4 + Line 5 - Line 6)   | (\$000's)                         | 37       | 338       | (111)    | (110)    | 152      |
| 8    | Total Deferral Amounts for Recovery (Line 3 + Line 7)   | (\$000's)                         | 214      | 282       | (146)    | (117)    | 155      |
|      | Previous Quarter: True-up of Prospective Recovery Amounts<br>Variance between projected and actual prospective recovery for month(s) with<br>actual data since previous QRAM application: |                                   |          |           |          |          |          |
| 9    | Forecast prospective recovery amount  | (\$000's)                         | -        | (37)      | 21       | 33       | 79       |
| 10   | Less: Actual prospective recovery amount  | (\$000's)                         | -        | (34)      | 20       | 27       | 84       |
| 11   | Variance (Line 9 - Line 10)   | (\$000's)                         | -        | (3)       | 1        | 6        | (5)      |
| 12   | Prospective Recovery Amount Deferral Transfer   | (\$000's)                         | -        | (12)      | (0)      | 1        | 9        |
| 13   | Total Amount for Prospective Recovery (Line 8 + Line 11 + Line 12)  | (\$000's)                         | 214      | 266       | (145)    | (109)    | 159      |
| 14   | Forecast - 12 month Union North West sales service and bundled DP volume  | (10 <sup>3</sup> m <sup>3</sup> ) | 395,128  | 395,281   | 395,459  | 380,797  | 379,412  |
| 15   | Unit Rate   | (cents/m <sup>3</sup> )           | 0.0541   | 0.0673    | (0.0366) | (0.0287) | 0.0420   |
|      | Summary of Unit Rates   |                                   |          |           |          |          |          |
| 16   | Unit Rate Q1  | (cents/m <sup>3</sup> )           | (0.0207) | (0.0207)  | (0.0207) | (0.0287) | (0.0287) |
| 17   | Unit Rate Q2 Expiring rider replaced by new rider   | (cents/m <sup>3</sup> )           | 0.0541   | 0.0541    | 0.0541   | 0.0541   | 0.0420   |
| 18   | Unit Rate Q3  | (cents/m <sup>3</sup> )           | -        | 0.0673    | 0.0673   | 0.0673   | 0.0673   |
| 19   | Unit Rate Q4  | (cents/m <sup>3</sup> )           | -        | 0.0075    |          |          |          |
|      |   | · · · · ·                         |          | -         | (0.0366) | (0.0366) | (0.0366) |
| 20   | Total Unit Rate - Prospective Recovery  | (cents/m <sup>3</sup> )           | 0.0334   | 0.1007    | 0.0641   | 0.0561   | 0.0440   |

Notes: (1) EB-2017-0185, Tab 2, Schedule 4, p. 1, Column (f). (2) EB-2017-0278, Tab 2, Schedule 4, p. 1, Column (f).

(3) EB-2017-0351, Tab 2, Schedule 4, p.1, Column (f).
(4) Tab 2, Schedule 4, p. 1, Column (f).

#### Filed: 2018-03-09 EB-2018-0104 Working Papers Schedule 2 Page 6 of 13

### Transportation Tolls & Fuel - Union North East Operations Area (Deferral Account 179-146)

Derivation of Amounts and Unit Rates for Prospective Recovery

|      |  |                                   |           | Year 2017 |           | Year 2    | 018       |
|------|--|-----------------------------------|-----------|-----------|-----------|-----------|-----------|
| Line |  |                                   | Apr       | Jul       | Oct       | Jan       | Apr       |
| No.  | Particulars  | Units                             | Q2        | Q3 (1)    | Q4 (2)    | Q1 (3)    | Q2 (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)                         | (128)     | 10        | (106)     | (108)     | (93)      |
| 2    | Less: 12-month projection from previous QRAM application                     | (\$000's)                         | (157)     | (128)     | 10        | (106)     | (108)     |
| 3    | Change (Line 1 - Line 2)   | (\$000's)                         | 28        | 139       | (116)     | (3)       | 15        |
|      | Previous Quarter: True-up of deferral balances                               |                                   |           |           |           |           |           |
| 4    | Actual deferral balances   | (\$000's)                         | -         | 1,927     | (571)     | (44)      | 61        |
| 5    | Current projected deferral amounts   | (\$000's)                         | (255)     | (77)      | (234)     | 1,037     | (787)     |
| 6    | Less: Previous projection included in recovery                               | (\$000's)                         | -         | (255)     | (77)      | (234)     | 1,037     |
| 7    | Variance (Line 4 + Line 5 - Line 6)  | (\$000's)                         | (255)     | 2,105     | (729)     | 1,227     | (1,763)   |
| 8    | Total Deferral Amounts for Recovery (Line 3 + Line 7)                        | (\$000's)                         | (227)     | 2,244     | (845)     | 1,224     | (1,748)   |
|      | 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)                         | -         | (70)      | (61)      | 161       | 305       |
| 10   | Less: Actual prospective recovery amount                                     | (\$000's)                         | -         | (89)      | (54)      | 140       | 316       |
| 11   | Variance (Line 9 - Line 10)  | (\$000's)                         |           | 19        | (8)       | 20        | (11)      |
| 12   | Prospective Recovery Amount Deferral Transfer                                | (\$000's)                         | -         | (33)      | (1)       | 4         | 24        |
| 13   | Total Amount for Prospective Recovery (Line 8 + Line 11 + Line 12)           | (\$000's)                         | (227)     | 2,231     | (853)     | 1,248     | (1,734)   |
| 14   | Forecast - 12 month Union North East sales service and bundled DP volume     | (10 <sup>3</sup> m <sup>3</sup> ) | 1,040,893 | 1,039,257 | 1,038,605 | 1,045,939 | 1,041,669 |
| 15   | Unit Rate  | (cents/m <sup>3</sup> )           | (0.0218)  | 0.2146    | (0.0821)  | 0.1193    | (0.1665)  |
|      |  |                                   |           |           |           |           |           |
| 4.6  | Summary of Unit Rates  | (                                 |           |           |           | 0.4400    | o o -     |
| 16   | Unit Rate Q1   | (cents/m <sup>3</sup> )           | (0.0150)  | (0.0150)  | (0.0150)  | 0.1193    | 0.1193    |
| 17   | Unit Rate Q2 Expiring rider replaced by new rider                            | (cents/m <sup>3</sup> )           | (0.0218)  | (0.0218)  | (0.0218)  | (0.0218)  | (0.1665)  |
| 18   | Unit Rate Q3   | (cents/m <sup>3</sup> )           | -         | 0.2146    | 0.2146    | 0.2146    | 0.2146    |
| 19   | Unit Rate Q4   | (cents/m <sup>3</sup> )           |           | -         | (0.0821)  | (0.0821)  | (0.0821)  |
| 20   | Total Unit Rate - Prospective Recovery                                       | (cents/m <sup>3</sup> )           | (0.0368)  | 0.1778    | 0.0957    | 0.2300    | 0.0853    |

Notes: (1) EB-2017-0185, Tab 2, Schedule 4, p. 1, Column (g). (2) EB-2017-0278, Tab 2, Schedule 4, p. 1, Column (g).

(3) EB-2017-0351, Tab 2, Schedule 4, p. 1, Column (g).
(4) Tab 2, Schedule 4, p. 1, Column (g).

#### Filed: 2018-03-09 EB-2018-0104 Working Papers Schedule 2 Page 7 of 13

South Purchase Gas Variance Account (Deferral Account 179-106)

Derivation of Amounts and Unit Rates for Prospective Recovery

|      |   |                                   |           | Year 2017 |           | Year 20   | 018       |
|------|---|-----------------------------------|-----------|-----------|-----------|-----------|-----------|
| Line |   |                                   | Apr       | Jul       | Oct       | Jan       | Apr       |
| No.  | Particulars   | Units                             | Q2        | Q3 (1)    | Q4 (2)    | Q1 (3)    | Q2 (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)                         | 24,297    | 44,495    | 35,350    | 33,543    | 36,785    |
| 2    | Less: 12 month projection from previous QRAM application (5)  | (\$000's)                         | 12,553    | 24,297    | 44,495    | 35,350    | 33,543    |
| 3    | Change (Line 1 - Line 2)  | (\$000's)                         | 11,744    | 20,198    | (9,145)   | (1,807)   | 3,242     |
|      | Previous Quarter: True-up of deferral balances  |                                   |           |           |           |           |           |
| 4    | Actual deferral balances  | (\$000's)                         | 15,399    | 18,114    | 8,747     | (18,761)  | 6,800     |
| 5    | Current projected deferral amounts  | (\$000's)                         | 14,132    | 8,240     | (15,434)  | 5,974     | 15,949    |
| 6    | Less: Previous projection included in recovery  | (\$000's)                         | 5,394     | 14,132    | 8,240     | (15,434)  | 5,974     |
| 7    | Variance (Line 4 + Line 5 - Line 6)   | (\$000's)                         | 24,137    | 12,223    | (14,927)  | 2,647     | 16,775    |
| 8    | Total Deferral Amounts for Recovery (Line 3 + Line 7)   | (\$000's)                         | 35,881    | 32,421    | (24,072)  | 840       | 20,017    |
|      | Previous Quarter: True-up of Prospective Recovery Amounts<br>Variance between projected and actual prospective recovery for month(s) with<br>actual data since previous QRAM application: |                                   |           |           |           |           |           |
| 9    | Forecast prospective recovery amount  | (\$000's)                         | (11,584)  | (839)     | 6,945     | 7,474     | 18,430    |
| 10   | Less: Actual prospective recovery amount  | (\$000's)                         | (10,783)  | (697)     | 6,806     | 7,276     | 20,082    |
| 11   | Variance (Line 9 - Line 10)   | (\$000's)                         | (801)     | (142)     | 139       | 198       | (1,652)   |
| 12   | Total Amount for Prospective Recovery (Line 8 + Line 11)  | (\$000's)                         | 35,080    | 32,279    | (23,933)  | 1,038     | 18,365    |
| 13   | Forecast - 12 month Union South sales service volume  | (10 <sup>3</sup> m <sup>3</sup> ) | 3,410,393 | 3,408,100 | 3,406,482 | 3,421,091 | 3,413,760 |
| 14   | Unit Rate   | (cents/m <sup>3</sup> )           | 1.0286    | 0.9471    | (0.7026)  | 0.0303    | 0.5380    |
|      | Summary of Unit Rates   |                                   |           |           |           |           |           |
| 15   | Unit Rate Q1  | (cents/m <sup>3</sup> )           | 0.4742    | 0.4742    | 0.4742    | 0.0303    | 0.0303    |
| 16   | Unit Rate Q2 Expiring rider replaced by new rider   | (cents/m <sup>3</sup> )           | 1.0286    | 1.0286    | 1.0286    | 1.0286    | 0.5380    |
|      |   | · · · · ·                         |           |           |           |           |           |
| 17   | Unit Rate Q3  | (cents/m <sup>3</sup> )           | (0.4130)  | 0.9471    | 0.9471    | 0.9471    | 0.9471    |
| 18   | Unit Rate Q4  | (cents/m <sup>3</sup> )           | 0.2219    | 0.2219    | (0.7026)  | (0.7026)  | (0.7026)  |
| 19   | Total Unit Rate - Prospective Recovery  | (cents/m <sup>3</sup> )           | 1.3117    | 2.6718    | 1.7473    | 1.3034    | 0.8128    |

#### Notes:

- (1) EB-2017-0185, Tab 4, Schedule 2, p. 2, Column (h).
- (2) EB-2017-0278, Tab 2, Schedule 4, p. 2, Column (h).
- (3) EB-2017-0351, Tab 2, Schedule 4, p. 2, Column (h).

(4) Tab 2, Schedule 4, p. 2, Column (h)
(5) Excludes North forecast variances for the period beginning January 1, 2017.

Filed: 2018-03-09 EB-2018-0104 Working Papers Schedule 2 Page 8 of 13

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

|    |   |                                   |           | Year 2017 |           | Year 20   | 018       |
|----|---|-----------------------------------|-----------|-----------|-----------|-----------|-----------|
| ne |   |                                   | Apr       | Jul       | Oct       | Jan       | Apr       |
| 0. | Particulars   | Units                             | Q2        | Q3 (1)    | Q4 (2)    | Q1 (3)    | Q2 (4)    |
|    |   |                                   | (a)       | (b)       | (c)       | (d)       | (e)       |
|    | Deferral Amounts for Recovery   |                                   |           |           |           |           |           |
|    | Change in 12-month deferral account projection:   |                                   |           |           |           |           |           |
|    | 12-month projection from current QRAM application   | (\$000's)                         | 794       | (4,067)   | 34,907    | 1,268     | 3,608     |
|    | Less: 12 month projection from previous QRAM application (5)  | (\$000's)                         | 36,379    | 794       | (4,067)   | 34,907    | 1,268     |
| 3  | Change (Line 1 - Line 2)  | (\$000's)                         | (35,585)  | (4,862)   | 38,975    | (33,639)  | 2,340     |
|    | Previous Quarter: True-up of deferral balances  |                                   |           |           |           |           |           |
|    | Actual deferral balances  | (\$000's)                         | 33,260    | 982       | (3,052)   | 35,827    | 1,177     |
|    | Current projected deferral amounts  | (\$000's)                         | (18)      | 23        | 22        | 20        | 55        |
| 6  | Less: Previous projection included in recovery  | (\$000's)                         | 26        | (18)      | 23        | 22        | 20        |
| ,  | Variance (Line 4 + Line 5 - Line 6)   | (\$000's)                         | 33,217    | 1,023     | (3,053)   | 35,825    | 1,212     |
| 3  | Total Deferral Amounts for Recovery (Line 3 + Line 7)   | (\$000's)                         | (2,368)   | (3,838)   | 35,922    | 2,185     | 3,552     |
|    | 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: |                                   |           |           |           |           |           |
| )  | Forecast prospective recovery amount  | (\$000's)                         | 6,906     | 8,132     | 1,205     | 4,546     | 22,359    |
| 0  | Less: Actual prospective recovery amount  | (\$000's)                         | 6,447     | 7,630     | 1,270     | 3,772     | 25,367    |
| 1  | Variance (Line 9 - Line 10)   | (\$000's)                         | 459       | 502       | (66)      | 774       | (3,008    |
| 2  | Total Amount for Prospective Recovery (Line 8 + Line 11)  | (\$000's)                         | (1,909)   | (3,337)   | 35,856    | 2,959     | 544       |
| 3  | Forecast - 12 month sales service volume  | (10 <sup>3</sup> m <sup>3</sup> ) | 4,488,613 | 4,484,927 | 4,482,830 | 4,498,491 | 4,486,708 |
| 4  | Unit Rate   | (cents/m <sup>3</sup> )           | (0.0425)  | (0.0744)  | 0.7999    | 0.0658    | 0.0121    |
|    | Summany of Unit Datas   |                                   |           |           |           |           |           |
| 5  | <u>Summary of Unit Rates</u><br>Unit Rate Q1  | (cents/m <sup>3</sup> )           | 0.7873    | 0.7873    | 0.7873    | 0.0658    | 0.0658    |
|    |   | · · · ·                           |           |           |           |           |           |
| 6  | Unit Rate Q2 Expiring rider replaced by new rider   | (cents/m <sup>3</sup> )           | (0.0425)  | (0.0425)  | (0.0425)  | (0.0425)  | 0.0121    |
| •  | Unit Rate Q3  | (cents/m <sup>3</sup> )           | (0.0719)  | (0.0744)  | (0.0744)  | (0.0744)  | (0.0744   |
| 3  | Unit Rate Q4  | (cents/m <sup>3</sup> )           | (0.3990)  | (0.3990)  | 0.7999    | 0.7999    | 0.7999    |
| 9  | Total Unit Rate - Prospective Recovery  | (cents/m <sup>3</sup> )           | 0.2739    | 0.2714    | 1.4703    | 0.7488    | 0.8034    |

#### Notes:

(1) EB-2017-0185, Tab 2, Schedule 4, p. 2 Column (i).

(2) EB-2017-0278, Tab 2, Schedule 4, p. 2 Column (i).

(3) EB-2017-0351, Tab 2, Schedule 4, p. 2, Column (i).

(4) Tab 2, Schedule 4, p. 2, Column (i).

(5) Excludes North forecast variances for the period beginning January 1, 2017.

#### Filed: 2018-03-09 EB-2018-0104 Working Papers Schedule 2 <u>Page 9 of 13</u>

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

|      |   |                                   |          | Year 2017 |          | Year 2   | 018      |
|------|---|-----------------------------------|----------|-----------|----------|----------|----------|
| Line |   | -                                 | Apr      | Jul       | Oct      | Jan      | Apr      |
| No.  | Particulars   | Units                             | Q2       | Q3 (1)    | Q4 (2)   | Q1 (3)   | Q2 (4)   |
|      |   |                                   | (a)      | (b)       | (c)      | (d)      | (e)      |
|      | Deferral Amounts for Recovery   |                                   |          |           |          |          |          |
| 4    | Change in 12-month deferral account projection:<br>12-month projection from current QRAM application  | (\$000s)                          |          |           |          |          |          |
| 1    |   | . ,                               | -        | -         | -        | -        | -        |
| 2    | Less: 12-month projection from previous QRAM application  | (\$000s)                          |          |           |          | -        | -        |
| 3    | Change (Line 1 - Line 2)  | (\$000s)                          | -        | -         | -        | -        | -        |
|      | Previous Quarter: True-up of deferral balances  |                                   |          |           |          |          |          |
| 4    | Actual deferral balances  | (\$000s)                          | (0)      | (0)       | (0)      | (0)      | -        |
| 5    | Current projected deferral amounts  | (\$000s)                          | (0)      | (0)       | (0)      | (0)      | -        |
| 6    | Less: Previous projection included in recovery  | (\$000s)                          | (0)      | (0)       | (0)      | (0)      | (0)      |
| 7    | Variance (Line 4 + Line 5 - Line 6)   | (\$000s)                          | (0)      | (0)       | (0)      | (0)      | 0        |
| 8    | Total Deferral Amounts for Recovery (Line 3 + Line 7)   | (\$000s)                          | (0)      | (0)       | (0)      | (0)      | 0        |
|      | Previous Quarter: True-up of Prospective Recovery Amounts<br>Variance between projected and actual prospective recovery for month(s) with<br>actual data since previous QRAM application: |                                   |          |           |          |          |          |
| 9    | Forecast prospective recovery amount  | (\$000s)                          | (15)     | (24)      | (2)      | 0        | (2)      |
| 10   | Less: Actual prospective recovery amount  | (\$000s)                          | (13)     | (22)      | (2)      | 0        | (2)      |
| 11   | Variance (Line 9 - Line 10)   | (\$000s)                          | (2)      | (2)       | 0        | (0)      | 0        |
| 12   | Total Amount for Prospective Recovery (Line 8 + Line 11)  | (\$000s)                          | (2)      | (2)       | 0        | (0)      | 0        |
| 13   | Forecast - 12-month volume  | (10 <sup>3</sup> m <sup>3</sup> ) | 980,009  | 980,955   | 981,216  | 957,267  | 955,981  |
| 14   | Unit Rate   | (cents/m <sup>3</sup> )           | (0.0002) | (0.0002)  | -        | -        | -        |
|      | Summary of Unit Rates   |                                   |          |           |          |          |          |
| 15   | Unit Rate Q1  | (cents/m <sup>3</sup> )           | (0.0001) | (0.0001)  | (0.0001) | 0.0000   | 0.0000   |
| 16   | Unit Rate Q2 Expiring rider replaced by new rider   | (cents/m <sup>3</sup> )           | (0.0002) | (0.0002)  | (0.0002) | (0.0002) | 0.0000   |
| 17   | Unit Rate Q3  | (cents/m <sup>3</sup> )           | (0.0019) | (0.0002)  | (0.0002) | (0.0002) | (0.0002) |
| 18   | Unit Rate Q4  | (cents/m <sup>3</sup> )           | 0.0006   | 0.0006    | 0.0000   | 0.0000   | 0.0000   |
| 19   | Total Unit Rate - Prospective Recovery  | (cents/m <sup>3</sup> )           | (0.0016) | 0.0001    | (0.0005) | (0.0004) | (0.0002) |
| -    |   |                                   | ()       |           | ()       | ()       | ()       |

Notes:

(1) EB-2017-0185, Tab 2, Schedule 4, p. 2, Column (j).

(2) EB-2017-0278, Tab 2, Schedule 4, p. 2, Column (j).

(3) EB-2017-0351, Tab 2, Schedule 4, p. 2, Column (j).

(4) Tab 2, Schedule 4, p. 2, Column (j).

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

|      |   |                                   |          | Year 2017 |          | Year 2  | 018     |
|------|---|-----------------------------------|----------|-----------|----------|---------|---------|
| Line |   |                                   | Apr      | Jul       | Oct      | Jan     | Apr     |
| No.  | Particulars   | Units                             | Q2 (1)   | Q3 (2)    | Q4 (3)   | Q1 (4)  | Q2 (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   | (\$000s)                          | -        | -         | -        | -       | -       |
| 2    | Less: 12-month projection from previous QRAM application  | (\$000s)                          | -        | -         | -        | -       | -       |
| 3    | Change (Line 1 - Line 2)  | (\$000s)                          | -        | -         | -        | -       | -       |
|      | Previous Quarter: True-up of deferral balances  |                                   |          |           |          |         |         |
| 4    | Actual deferral balances  | (\$000s)                          | (0)      | (0)       | (0)      | (0)     | -       |
| 5    | Current projected deferral amounts  | (\$000s)                          | (0)      | (0)       | (0)      | (0)     | -       |
| 6    | Less: Previous projection included in recovery  | (\$000s)                          | (0)      | (0)       | (0)      | (0)     | (0)     |
| 7    | Variance (Line 4 + Line 5 - Line 6)   | (\$000s)                          | (0)      | (0)       | (0)      | (0)     | 0       |
| 8    | Total Deferral Amounts for Recovery (Line 3 + Line 7)   | (\$000s)                          | (0)      | (0)       | (0)      | (0)     | 0       |
|      | Previous Quarter: True-up of Prospective Recovery Amounts<br>Variance between projected and actual prospective recovery for month(s) with<br>actual data since previous QRAM application: |                                   |          |           |          |         |         |
| 9    | Forecast prospective recovery amount  | (\$000s)                          | 1        | (1)       | 1        | 0       | (0)     |
| 10   | Less: Actual prospective recovery amount  | (\$000s)                          | 1        | (1)       | 1        | 0       | (0)     |
| 11   | Variance (Line 9 - Line 10)   | (\$000s)                          | 0        | 0         | 0        | 0       | 0       |
| 12   | Total Amount for Prospective Recovery (Line 8 + Line 11)  | (\$000s)                          | 0        | 0         | 0        | 0       | 0       |
| 13   | Forecast - 12-month volume  | (10 <sup>3</sup> m <sup>3</sup> ) | 349,474  | 346,494   | 345,408  | 355,690 | 350,975 |
| 14   | Unit Rate   | (cents/m <sup>3</sup> )           | -        | -         | -        | -       | -       |
|      | Summary of Unit Rates   |                                   |          |           |          |         |         |
| 15   | Unit Rate Q1  | (cents/m <sup>3</sup> )           | (0.0001) | (0.0001)  | (0.0001) | 0.0000  | 0.0000  |
| 16   | Unit Rate Q2 Expiring rider replaced by new rider   | (cents/m <sup>3</sup> )           | 0.0000   | 0.0000    | 0.0000   | 0.0000  | 0.0000  |
| 10   | Unit Rate Q3  | (cents/m <sup>3</sup> )           | 0.0008   | 0.0000    | 0.0000   | 0.0000  | 0.0000  |
| 18   | Unit Rate Q4  | (cents/m <sup>3</sup> )           | 0.0010   | 0.0010    | 0.0000   | 0.0000  | 0.0000  |
| 10   | Total Unit Rate - Prospective Recovery  | (cents/m <sup>3</sup> )           | 0.0017   | 0.0009    | (0.0001) | 0.0000  | 0.0000  |
| 13   | Total Onic Nate Thospective Necovery  | (centorni <sup>*</sup> )          | 0.0017   | 0.0003    | (0.0001) | 0.0000  | 0.0000  |

Notes:

(1) EB-2017-0185, Tab 2, Schedule 4, p. 2, Column (j).

(2) EB-2017-0278, Tab 2, Schedule 4, p. 2, Column (j).

(3) EB-2017-0351, Tab 2, Schedule 4, p. 2, Column (j).

(4) Tab 2, Schedule 4, p. 2, Column (j).

## UNION GAS LIMITED R20 - Load Balancing (Deferral Account 179-107) Derivation of Amounts and Unit Rates for Prospective Recovery

|          |   |                                   |         | Year 2017 |         | Year 20 | 018     |
|----------|---|-----------------------------------|---------|-----------|---------|---------|---------|
| Line     |   |                                   | Apr     | Jul       | Oct     | Jan     | Apr     |
| No.      | Particulars   | Units                             | Q2 (1)  | Q3 (2)    | Q4 (3)  | Q1 (4)  | Q2 (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   | (\$000s)                          | -       | -         | -       | -       | -       |
| 2        | Less: 12-month projection from previous QRAM application  | (\$000s)                          |         |           |         |         | -       |
| 3        | Change (Line 1 - Line 2)  | (\$000s)                          | -       | -         | -       | -       | -       |
|          | Previous Quarter: True-up of deferral balances  |                                   |         |           |         |         |         |
| 4        | Actual deferral balances  | (\$000s)                          | (0)     | (0)       | (0)     | (0)     | -       |
| 5        | Current projected deferral amounts  | (\$000s)                          | (0)     | (0)       | (0)     | (0)     | -       |
| 6        | Less: Previous projection included in recovery  | (\$000s)                          | (0)     | (0)       | (0)     | (0)     | (0)     |
| 7        | Variance (Line 4 + Line 5 - Line 6)   | (\$000s)                          | (0)     | (0)       | (0)     | (0)     | 0       |
| 8        | Total Deferral Amounts for Recovery (Line 3 + Line 7)   | (\$000s)                          | (0)     | (0)       | (0)     | (0)     | 0       |
|          | Previous Quarter: True-up of Prospective Recovery Amounts<br>Variance between projected and actual prospective recovery for month(s) with |                                   |         |           |         |         |         |
|          | actual data since previous QRAM application:  |                                   |         |           |         |         |         |
| 9        | Forecast prospective recovery amount  | (\$000s)                          | 9       | 16        | 8       | Δ       | 3       |
| 10       | Less: Actual prospective recovery amount  | (\$000s)                          | 5       | 9         | 5       | 3       | 2       |
| 10       | Variance (Line 9 - Line 10)   | (\$000s)                          | 4       | 7         | 4       | 1       | 1       |
|          |   | (\$0003)                          | -       | ,         | -       | ,       | ·       |
| 12       | Total Amount for Prospective Recovery (Line 8 + Line 11)  | (\$000s)                          | 4       | 7         | 4       | 1       | 1       |
| 13       | Forecast - 12-month volume  | (10 <sup>3</sup> m <sup>3</sup> ) | 106,538 | 107,089   | 107,440 | 113,779 | 114,124 |
| 14       | Unit Rate   | (cents/m <sup>3</sup> )           | 0.0036  | 0.0065    | 0.0033  | 0.0011  | 0.0006  |
|          | Summary of Unit Rates   |                                   |         |           |         |         |         |
| 15       | Unit Rate Q1  | (cents/m <sup>3</sup> )           | 0.0008  | 0.0008    | 0.0008  | 0.0011  | 0.0011  |
| 15<br>16 | Unit Rate Q2 Expiring rider replaced by new rider   | (cents/m <sup>3</sup> )           | 0.0036  | 0.0008    | 0.0036  | 0.0036  | 0.0006  |
| 17       | Unit Rate Q2 Explining Inder replaced by new Inder  | (cents/m <sup>3</sup> )           | 0.0202  | 0.0058    | 0.0065  | 0.0065  | 0.0065  |
| 17       | Unit Rate Q4  | (cents/m <sup>3</sup> )           | 0.0202  | 0.0065    | 0.0003  | 0.0083  | 0.0083  |
| 10       | Total Unit Rate - Prospective Recovery  | (cents/m <sup>3</sup> )           | 0.0066  | 0.0066    | 0.0033  | 0.0033  | 0.0033  |
| 19       | Total Onit Nate - Trospective Necovery  | (Cento/IIP)                       | 0.0312  | 0.0175    | 0.0142  | 0.0145  | 0.0115  |

Notes: (1) EB-2017-0185, Tab 2, Schedule 4, p. 2, Column (j).

(2) EB-2017-0278, Tab 2, Schedule 4, p. 2, Column (j).

(3) EB-2017-0351, Tab 2, Schedule 4, p. 2, Column (j).
(4) Tab 2, Schedule 4, p. 2, Column (j).

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

|      |   |                                   |           | Year 2017 |           | Year 20   | 018       |
|------|---|-----------------------------------|-----------|-----------|-----------|-----------|-----------|
| Line |   |                                   | Apr       | Jul       | Oct       | Jan       | Apr       |
| No.  | Particulars   | Units                             | Q2        | Q3 (1)    | Q4 (2)    | Q1 (3)    | Q2 (4)    |
|      |   |                                   | (a)       | (b)       | (c)       | (d)       | (e)       |
|      | Deferral Amounts for Recovery   |                                   |           |           |           |           |           |
|      | Change in 12-month deferral account projection:   | / <b>•</b> · · ·                  |           |           |           |           |           |
| 1    | 12-month projection from current QRAM application   | (\$000's)                         | -         | -         | -         | -         | -         |
| 2    | Less: 12 month projection from previous QRAM application (5)  | (\$000's)                         |           |           |           | -         | -         |
| 3    | Change (Line 1 - Line 2)  | (\$000's)                         | -         | -         | -         | -         | -         |
|      | Previous Quarter: True-up of deferral balances  |                                   |           |           |           |           |           |
| 4    | Actual deferral balances  | (\$000's)                         | (1)       | (0)       | (0)       | (0)       | -         |
| 5    | Current projected deferral amounts  | (\$000's)                         | (0)       | (0)       | (0)       | (0)       | -         |
| 6    | Less: Previous projection included in recovery  | (\$000's)                         | (1)       | (0)       | (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)                         | (67)      | (55)      | 4         | 3         | (13)      |
| 10   | Less: Actual prospective recovery amount  | (\$000's)                         | (60)      | (41)      | 14        | 12        | (14)      |
| 11   | Variance (Line 9 - Line 10)   | (\$000's)                         | (7)       | (14)      | (10)      | (10)      | 1         |
| 12   | Total Amount for Prospective Recovery (Line 8 + Line 11)  | (\$000's)                         | (8)       | (15)      | (10)      | (10)      | 2         |
| 13   | Forecast - 12 month Union North sales service volume  | (10 <sup>3</sup> m <sup>3</sup> ) | 1,078,221 | 1,076,827 | 1,076,348 | 1,077,399 | 1,072,948 |
| 14   | Unit Rate   | (cents/m <sup>3</sup> )           | (0.0007)  | (0.0013)  | (0.0010)  | (0.0010)  | 0.0002    |
|      |   |                                   |           |           |           |           |           |
|      | Summary of Unit Rates   |                                   |           |           |           |           |           |
| 15   | Unit Rate Q1  | (cents/m <sup>3</sup> )           | (0.0008)  | (0.0008)  | (0.0008)  | (0.0010)  | (0.0010)  |
| 16   | Unit Rate Q2 Expiring rider replaced by new rider   | (cents/m <sup>3</sup> )           | (0.0007)  | (0.0007)  | (0.0007)  | (0.0007)  | 0.0002    |
| 17   | Unit Rate Q3  | (cents/m <sup>3</sup> )           | (0.0024)  | (0.0013)  | (0.0013)  | (0.0013)  | (0.0013)  |
| 18   | Unit Rate Q4  | (cents/m <sup>3</sup> )           | 0.0063    | 0.0063    | (0.0010)  | (0.0010)  | (0.0010)  |
| 19   | Total Unit Rate - Prospective Recovery  | (cents/m <sup>3</sup> )           | 0.0024    | 0.0035    | (0.0038)  | (0.0040)  | (0.0031)  |
|      |   |                                   |           |           | -         | -         |           |

Notes: (1) EB-2017-0185, Tab 2, Schedule 4, p. 2, Column (m).

(2) EB-2017-0278, Tab 2, Schedule 4, p. 2, Column (m).

(3) EB-2017-0351, Tab 2, Schedule 4, p. 2, Column (m).

(4) Tab 2, Schedule 4, p. 2, Column (m).

(5) Excludes North forecast variances for the period beginning January 1, 2017.

Filed: 2018-03-09 EB-2018-0104 Working Papers Schedule 2 Page 13 of 13