

December 11, 2018

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

Dear Ms. Walli:

RE: EB-2018-0315 – Union Gas – January 1, 2019 QRAM Application

Enclosed is an application and evidence from Union Gas Limited ("Union"), on behalf of Enbridge Gas Inc. ("Enbridge Gas"), seeking changes to the Union rate zones commodity, storage, transportation and delivery rates to reflect changes to the forecasted costs of purchasing and transporting natural gas.

Effective January 1, 2019, Enbridge Gas Distribution Inc. ("EGD") and Union will amalgamate to become Enbridge Gas. In order to ensure timely implementation of rate changes for January 1, 2019, EGD and Union are separately filing January 1, 2019 Quarterly Rate Adjustment Mechanism ("QRAM") applications for their respective rate zones (EGD, Union North West, Union North East and Union South¹) under the established QRAM process for each utility.

The application is made pursuant to section 36(1) of the *Ontario Energy Board Act, 1998*, and pursuant to the QRAM established by the Board for Union to address 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 encloses an application to the Board for Orders effective January 1, 2019 to change the rates that were authorized by the Board's October 1, 2018 QRAM Rate Order² 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. The application reflects the Board's December 3, 2018 Decision that EGD and Union's current Schedule of Rates and Charges be made interim as of January 1, 2019.³ As such, Union's 2018 Board-approved rates are used in this application.

¹ Collectively, the Union North West, Union North East and Union South rate zones are referred to as "Union rate zones". Union North West and Union North East are collectively referred to as "Union North".

² EB-2018-0253.

³ EB-2018-0305, Interim Rate Order.

P. O. Box 2001, 50 Keil Drive North, Chatham, ON, N7M 5M1 <u>www.uniongas.com</u> Union Gas Limited

The proposed Alberta Border Reference Price, based on the current 21-day strip price, is \$3.089/GJ. This is an increase of \$0.422/GJ. The proposed Dawn Reference Price, based on the current 21-day strip price, is \$3.882/GJ. This is an increase of \$0.467/GJ. Union is also proposing to prospectively dispose projected 12-month net gas cost deferral account charges of \$28.771 million.

The result of the changes noted above, including the impact of expiring January 1, 2018 prospective QRAM riders, is a net annual bill increase for residential sales service customers in Union South of \$54.56, a net annual bill increase in Union North West of \$70.84 and a net annual bill increase in Union North East of \$53.20. Bundled direct purchase customers will see a net annual bill increase in Union South of \$0.69, a net annual bill increase in Union North West of \$3.64 and a net annual decrease in Union North East of \$18.24.

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

Further detail on the residential sales service bill increase in Union North West is provided in Tab 2.

Union requests the Board's Decision on this application by Thursday, December 20, 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 Tania Persad (Enbridge Gas Distribution Inc.)

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 (who along with Enbridge Gas Distribution Inc. will amalgamate into Enbridge Gas Inc. effective January 1, 2019), pursuant to section 36(1) of the Ontario Energy Board Act, 1998 ("OEB Act") 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 January 1, 2019.

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

APPLICATION

1. Enbridge Gas Distribution Inc. ("EGD") and Union Gas Limited ("Union") are Ontario corporations incorporated under the laws of the Province of Ontario carrying on the business of selling, distributing, transmitting, and storing natural gas within Ontario. EGD and Union will amalgamate effective January 1, 2019 to become Enbridge Gas Inc. ("Enbridge Gas"). Following amalgamation, Enbridge Gas will maintain the existing rates zones of EGD and Union (EGD, Union North West, Union North East and Union South).¹ For the purposes of this application requesting a rate order to be effective January 1, 2019 in the name of Enbridge Gas, the Applicant will be referred to as Enbridge Gas herein and in the supporting evidence.

¹ Collectively, the Union North West, Union North East and Union South rate zones are referred to as "Union rate zones". Union North West and Union North East are collectively referred to as "Union North".

2. 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 for the Union rate zones under Board Docket Number EB-2017-0087. The rates were approved in the Board's EB-2017-0087 Rate Order in Union's 2018 Rates application dated January 18, 2018. In a Decision dated December 3, 2018, the Board instructed Union and EGD that their current Schedule of Rates and Charges will be made interim as of January 1, 2019 and continue until such time as a final rate order is issued by the OEB.²

3. Pursuant to Section 36(1) of the *Ontario Energy Board Act, 1998* (the "Act"), and the Quarterly Rate Adjustment Mechanism approved by the Board, the Applicant hereby applies to the Board for further Orders effective January 1, 2019 for the Union rate zones as follows:

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

-	Current (Effective Oct. 1, 2018)	Proposed (Effective Jan. 1, 2019)
Alberta Border Reference Price ¹	2.667 \$/GJ 10.3720 cents/m ³	3.089 \$/GJ 12.0131 cents/m ³
Dawn Reference Price ²	3.415 \$/GJ 13.2809 cents/m ³	3.882 \$/GJ 15.0971 cents/m ³

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.

² 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.

² EB-2018-0305, Interim Rate Order.

- (b) an Order to reflect the inventory revaluation adjustment resulting from changes in gas costs as of January 1, 2019;
- (c) an Order reflecting the prospective disposition of the projected balance for the twelve month period ending December 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.

4. 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.

5. For the purposes of this application requesting a rate order to be effective January 1, 2019, Union requests that the Board issue the rate order in the name of Enbridge Gas conditional upon the filing of a Certificate of Status of Amalgamation with the Board as soon as reasonably practicable in early January 2019.

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

- Parties to this proceeding wishing to make comments on the application may do so by filing such submissions with the Board Secretary (two hard copies plus an electronic copy by e-mail) and Union no later than 4:45 p.m. Friday, December 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. Tuesday, December 18, 2018.
- The Board issues its Decision and Order by Thursday, December 20, 2018 for implementation effective January 1, 2019.

7. 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 the Applicant no later than ten days from the date of the Board's Decision and Order.
- The Applicant must forward any concerns with the cost claims to the Board and the claimant within seven days of receiving the claims.
- Any response to the Applicant's comments must be filed with the Board and the Applicant within seven days of receiving the comments.
- 8. The address of service for Enbridge Gas is:

Union Gas 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
Email:	vinnis@uniongas.com

- and -

Attention:	Tania Persad
	Senior Legal Counsel
Telephone:	(416) 495-5891
Fax:	(416) 495-5994
Email:	tania.persad@enbridge.com

DATED December 11, 2018.

UNION GAS LIMITED

[original signed by]

Vanessa Innis Manager, Regulatory Applications

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1	PREFILED EVIDENCE OF
2	MARY EVERS, MANAGER, GAS SUPPLY
3	
4	INTRODUCTION AND OVERVIEW
5	The purpose of this evidence is to set deferral account reference prices to reflect the Union rate
6	zones' gas cost forecast for the 12-month period commencing January 1, 2019 pursuant to the
7	Quarterly Rate Adjustment Mechanism ("QRAM") as approved by the Board.
8	
9	1. <u>Current Gas Market Outlook</u>
10	The NYMEX strip has increased by \$0.229 (US\$/mmbtu) or approximately 8% since the Board-
11	approved October 1, 2018 QRAM filing (EB-2018-0253). The foreign exchange has
12	strengthened (Canadian dollar weakened) from \$1.300 to \$1.316 over the same period.
13	
14	The Empress basis has changed from negative \$0.867 (US\$/mmbtu) to negative \$0.703
15	(US\$/mmbtu) and the Dawn basis has changed from negative \$0.087 (US\$/mmbtu) to \$0.024
16	(US\$/mmbtu). The calculation of the Alberta Border Reference Price and the Dawn Reference
17	Price is shown at Tab 1, Schedule 1.
18	
19	Market prices across North America have increased, affecting the various supply basins in which
20	Union purchases gas. Market prices have been influenced by factors including lower than
21	average November 1 storage levels, production variability, pipeline restrictions and the coldest
22	November temperatures since 2014. The increased market prices are affecting Union's gas costs

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for the latter part of 2018 and for the 12 month forecast period from January 1, 2019 to
 December 31, 2019.

3

4 2. <u>Pricing</u>

5 <u>2.1 Alberta Border Reference Price</u>

The approved method for calculating the Alberta Border Reference Price uses the 21-day
average of the twelve month NYMEX strip. The NYMEX strip used in this application is for
January 2019 to December 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 January 2019 to December 2019 period (see Tab 1, Schedule 1 for the details of this
calculation).

12

Based on the approved method, the Alberta Border Reference Price for the period January 1,
2019 to December 31, 2019 is \$3.089/GJ. This represents an increase of \$0.422/GJ from the
Alberta Border Reference Price of \$2.667/GJ last approved by the Board in EB-2018-0253.

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.

20

21 <u>2.2</u> Dawn Reference Price

22 The approved method for calculating the Dawn Reference Price also uses the 21-day average of

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1	the twelve month NYMEX strip. The NYMEX strip used in this application is for January 2019
2	to December 2019. The one-year NYMEX strip is converted to a Dawn Reference Price by
3	taking into account the Dawn-NYMEX basis and the foreign exchange rate for the January 2019
4	to December 2019 period (see Tab 1, Schedule 1 for the details of this calculation).
5	
6	Based on the approved method, the Dawn Reference Price for the period January 1, 2019 to
7	December 31, 2019 is \$3.882/GJ. This represents an increase of \$0.467/GJ from the Dawn
8	Reference Price of \$3.415/GJ last approved by the Board in EB-2018-0253.
9	
10	The Dawn Reference Price will be the reference price for the North East PGVA (Account No.
11	179-148). The Dawn Reference Price will also be the reference price for the South Purchased
12	Gas Variance Account ("SPGVA") (Account No. 179-106) and the Spot Gas Variance Account
13	(Account No. 179-107), for incremental purchases made at Dawn.
14	
15	3. DEFERRAL ACCOUNT ADJUSTMENTS
16	To ensure that there is continued alignment between the QRAM deferral account schedules and
17	Union's financial records, a reconciliation of each deferral account occurs on a monthly basis
18	and any adjustments are included in the QRAM deferral account schedules.
19	
20	4. PROSPECTIVE RECOVERY OF DEFERRAL ACCOUNT BALANCES
21	The deferral account balances as of January 1, 2019, are based on the actual and forecast gas

costs for the period January 1, 2018 to December 31, 2018 as compared to the reference prices

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1	approved each quarter in Union's QRAM. In addition, the prospective recovery of deferral
2	account balances will include forecast variances for the period January 1, 2019 to December 31,
3	2019.
4	
5	Deferral account balances relating to the North PGVA, North Tolls and Fuel, South PGVA,
6	Inventory Revaluation, and Spot Gas accounts are provided in the following schedules attached
7	to this evidence:
8	• Union North West PGVA Account (Account No. 179-147) as identified in Tab 1, Schedule
9	2, Page 2;
10	• Union North East PGVA Account (Account No. 179-148) as identified in Tab 1, Schedule 2,
11	Page 3;
12	• Union North West Transportation and Fuel Account (Account No. 179-145) as identified in
13	Tab 1, Schedule 2, Page 4;
14	• Union North East Transportation and Fuel Account (Account No. 179-146) as identified in
15	Tab 1, Schedule 2, Page 4;
16	• South PGVA Account (Account No. 179-106) as identified in Tab 1, Schedule 2, Page 5;
17	• Inventory Revaluation Account (Account No. 179-109) as identified in Tab 1, Schedule 2,
18	Page 6; and
19	• Spot Gas Variance Account (Account No. 179-107) as identified in Tab 1, Schedule 2, Page
20	7.

21

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1 6. UNABSORBED DEMAND COST ("UDC") ACCOUNT

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

Union Rate Zones Calculation of Alberta Border and Dawn Reference Prices For the 12 month period ending December 31, 2019

Line															
No.	Particulars		Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Total or Average
	Days		31	28	31	30	31	30	31	31	30	31	30	31	365
1 2	NYMEX 21 Day Average (US\$/MMBtu) Foreign Exchange	(1)	4.170 1.320	4.032 1.319	3.733 1.318	2.833 1.318	2.718 1.317	2.740 1.316	2.767 1.316	2.761 1.315	2.735 1.315	2.753 1.314	2.795 1.313	2.942 1.312	3.082 1.316
	Calculation of Alberta Border Reference Price														
3	Empress Basis (US\$/MMBtu)		(0.665)	(0.601)	(0.566)	(0.807)	(0.615)	(0.718)	(0.790)	(0.763)	(0.727)	(0.580)	(0.851)	(0.747)	(0.703)
4	Alberta Border (Cdn\$/GJ)	(2)	4.384	4.289	3.957	2.531	2.625	2.523	2.465	2.490	2.502	2.706	2.420	2.731	2.969
5	Forecast Purchase Volume - Union North West (PJ's)		2.02	1.82	2.02	1.17	1.21	1.17	1.21	1.21	1.17	1.21	1.95	2.02	18.20
6	Cost at Market Price (\$000's) (line 4 * line 5)		8,845	7,816	7,985	2,972	3,186	2,962	2,990	3,022	2,938	3,283	4,726	5,511	56,235
7	Alberta Border Reference Price (Cdn\$/GJ) (line 6 / line 5)		4.384	4.289	3.957	2.531	2.625	2.523	2.465	2.490	2.502	2.706	2.420	2.731	3.089
	Calculation of Dawn Reference Price														
8	Dawn Basis (US\$/MMBtu)		0.425	0.513	0.406	0.030	(0.163)	(0.191)	(0.170)	(0.179)	(0.267)	(0.263)	0.077	0.072	0.024
9	Dawn (Cdn\$/GJ)	(3)	5.747	5.682	5.172	3.576	3.189	3.180	3.238	3.219	3.075	3.101	3.575	3.750	3.875
	Forecast Purchase Volume - Union South and Union North East	st													
10	(PJ's)		15.25	13.78	15.25	14.15	14.62	14.15	14.62	14.62	14.15	14.62	14.84	15.34	175.42
11	Cost at Market Price (\$000's) (line 9 * line 10)		87,667	78,279	78,886	50,614	46,644	45,002	47,350	47,080	43,523	45,345	53,060	57,508	680,959
12	Dawn Reference Price (Cdn\$/GJ) (line 11 / line 10)		5.747	5.682	5.172	3.576	3.189	3.180	3.238	3.219	3.075	3.101	3.575	3.750	3.882

Notes;

(1) 21 Day Strip dates used: November 1 - November 30, 2018.

(1) 21 bby only lates used. Introduced to 2010.
 (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.

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Union Rate Zones Summary of Gas Supply Deferral Accounts

Line No.					 on North West PGVA (179-147) \$000's) (1) (a)	on North East PGVA (179-148) \$000's) (2) (b)	Т	Union North West Tolls & Fuel (179-145) (\$000's) (3) (c)		Union North East Tolls & Fuel (179-146) (\$000's) (4) (d) \$ (806)				Inventory Revaluation (179-109) (\$000's) (6) (f)		Load Balancing & Spot Gas Purchases (179-107) (\$000's) (7) (g)		Unabsorbed Demand Costs (179-108) (\$000's) (8) (h)		Total \$000's) n of (a) to (h)
1	January, 2018	*	\$ (1,108)	\$ (1,287)	\$	(105)	\$	(806)	\$	(689)	\$	1,084	\$	(0)	\$		\$	(2,910)		
2	February	*	\$ (481)	\$ 945	\$	272	\$	202	\$	20,174	\$	19	\$	(0)	\$	-	\$	21,130		
3	March	*	\$ (1,570)	\$ (531)	\$	(84)	\$	(564)	\$	1,674	\$	15	\$	(0)	\$	221	\$	(840)		
4	April, 2018	*	\$ (404)	\$ (577)	\$	59	\$	148	\$	3,005	\$	3,806	\$	(0)	\$	536	\$	6,573		
5	May	*	\$ (663)	\$ (232)	\$	237	\$	(659)	\$	781	\$	11	\$	216	\$	372	\$	63		
6	June	*	\$ 902	\$ (73)	\$	(785)	\$	49	\$	5,020	\$	8	\$	0	\$	585	\$	5,706		
7	July, 2018	*	\$ (631)	\$ 272	\$	972	\$	(96)	\$	6,192	\$	7	\$	0	\$	575	\$	7,291		
8	August	*	\$ 269	\$ (85)	\$	37	\$	87	\$	4,938	\$	5	\$	0	\$	647	\$	5,897		
9	September	*	\$ 234	\$ 95	\$	(26)	\$	162	\$	5,144	\$	4	\$	0	\$	726	\$	6,339		
10	October, 2018		\$ 174	\$ 645	\$	30	\$	2	\$	6,005	\$	(12,765)	\$	-	\$	346	\$	(5,563)		
11	November		\$ 825	\$ 3,513	\$	15	\$	(575)	\$	12,478	\$	3	\$	-	\$	-	\$	16,259		
12	December		\$ 2,110	\$ 9,817	\$	52	\$	(505)	\$	37,320	\$	3	\$	-	\$	-	\$	48,796		
13	Total (Lines 1 to 12)		\$ (342)	\$ 12,501	\$	673	\$	(2,555)	\$	102,042	\$	(7,801)	\$	216	\$	4,008	\$	108,741		
	Current QRAM Period																			
14	January, 2019		\$ 2,613	\$ 6,671	\$	63	\$	(514)	\$	25,970	\$	(22,152)	\$	-	\$	-	\$	12,651		
15	February		\$ 2,187	\$ 5,711	\$	47	\$	(474)	\$	22,190	\$	-	\$	-	\$	-	\$	29,662		
16	March		\$ 1,752	\$ 4,969	\$	47	\$	(549)	\$	17,858	\$	-	\$	-	\$	-	\$	24,077		
17	April, 2019		\$ (655)	\$ 954	\$	(13)	\$	(616)	\$	537	\$	-	\$	-	\$	-	\$	206		
18	May		\$ (563)	\$ 297	\$	(8)	\$	(636)	\$	(2,826)	\$	-	\$	-	\$	-	\$	(3,735)		
19	June		\$ (665)	\$ 254	\$	(6)	\$	(615)	\$	(2,655)	\$	-	\$	-	\$	-	\$	(3,687)		
20	July, 2019		\$ (758)	\$ 265	\$	(6)	\$	(636)	\$	(2,204)	\$	-	\$	-	\$	-	\$	(3,339)		
21	August		\$ (726)	\$ 122	\$	(6)	\$	(635)	\$	(2,416)	\$	-	\$	-	\$	-	\$	(3,662)		
22	September		\$ (690)	\$ (375)	\$	(7)	\$	(616)	\$	(3,871)	\$	-	\$	-	\$	-	\$	(5,559)		
23	October, 2019		\$ (465)	\$ (244)	\$	(4)	\$	(632)	\$	(3,447)	\$	-	\$	-	\$	-	\$	(4,793)		
24	November		\$ (1,306)	\$ 355	\$	(8)	\$	(605)	\$	146	\$	-	\$	-	\$	-	\$	(1,419)		
25	December		\$ (725)	\$ 1,065	\$	(4)	\$	(619)	\$	3,109	\$	-	\$	-	\$	-	\$	2,827		
26	Total (Lines 14 to 25)		\$ 0	\$ 20,044	\$	95	\$	(7,147)	\$	52,390	\$	(22,152)	\$	-	\$	-	\$	43,229		

* Reflects actual information.

Notes:

 S.
 See page 2.

 (1)
 See page 2.

 (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.

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Union Rate Zones Deferral Account for North West Purchased Gas Variance Account (Deferral Account 179-147)

Line No.			Purchase Cost (\$000's) (a)		Volume (GJ) (b)	Av	reighted rg. Price (\$/GJ) = (a)/(b)	R	erta Border teference Price \$/GJ)(1) (d)	Di	hit Rate ference \$/GJ) = (c) - (d)	Befo	Deferral Amount pre Interest (\$000's) = (b) x (e)	A	djustments (\$000's) (g)	Befo	Total Deferral pre Interest \$000's) = (f) + (g)		nterest 000's) (2) (i)	(Total Deferral Amount \$000's) = (h) + (i)
1	January, 2018	*	\$	4,197	2,065,488	\$	2.032	\$	2.567	\$	(0.535)	\$	(1,105)	\$	-	\$	(1,105)	\$	(2)	\$	(1,108)
2	February	*	\$	4,547	1,957,620	\$	2.323	\$	2.567	\$	(0.244)	\$	(478)	\$	-	\$	(478)	\$	(3)	\$	(481)
3	March	*	\$	3,665	2,037,854	\$	1.798	\$	2.567	\$	(0.769)	\$	(1,566)	\$	-	\$	(1,566)	\$	(4)	\$	(1,570)
4	April, 2018	*	\$	2,457	1,178,521	\$	2.085	\$	2.422	\$	(0.337)	\$	(397)	\$	-	\$	(397)	\$	(6)	\$	(404)
5	May	*	\$	2,140	1,154,659	\$	1.853	\$	2.422	\$	(0.569)	\$	(657)	\$	-	\$	(657)	\$	(6)	\$	(663)
6	June	*	\$	3,731	1,165,118	\$	3.202	\$	2.422	\$	0.780	\$	909	\$	-	\$	909	\$	(7)	\$	902
7	July, 2018	*	\$	1,360	819,803	\$	1.659	\$	2.422	\$	(0.763)	\$	(626)	\$	-	\$	(626)	\$	(5)	\$	(631)
8	August	*	\$	1,755	611,207	\$	2.872	\$	2.422	\$	0.450	\$	275	\$	-	\$	275	\$	(6)	\$	269
9	September	*	\$	2,222	818,423	\$	2.715	\$	2.422	\$	0.293	\$	240	\$	-	\$	240	\$	(5)	\$	234
10	October, 2018		\$	3,767	1,345,070	\$	2.800	\$	2.667	\$	0.133	\$	179	\$	-	\$	179	\$	(6)	\$	174
11	November		\$	6,038	1,952,527	\$	3.093	\$	2.667	\$	0.426	\$	831	\$	-	\$	831	\$	(6)	\$	825
12	December		\$	7,497	2,017,612	\$	3.716	\$	2.667	\$	1.049	\$	2,116	\$	-	\$	2,116	\$	(6)	\$	2,110
13	Total (Lines 1 to 12)		\$	43,376	17,123,902							\$	(279)		-	\$	(279)		(63)	\$	(342)
	Current QRAM Period																				
		1	<u> </u>	0.045	0.017.010	\$	4 00 4	•	0.000	•	4 005	•	0.040	•		•	0.010	•		•	0.010
14	January, 2019		\$ \$	8,845 7,816	2,017,612 1,822,359	ֆ Տ	4.384 4.289	\$ \$	3.089 3.089	\$ \$	1.295 1.200	\$ \$	2,613 2,187	\$ \$	-	\$ \$	2,613 2,187	\$ \$	-	\$ \$	2,613 2,187
15	February		Þ	7,816		ֆ Տ				+	0.868	•		•	-	Դ Տ	-	•	-	+	-
16 17	March April, 2019		<u>م</u>	2,985	2,017,612 1,174,255	ֆ Տ	3.957 2.531	\$ \$	3.089 3.089	\$ \$	(0.558)	\$ \$	1,752 (655)	\$ \$	-	ծ Տ	1,752 (655)	\$ \$	-	\$ \$	1,752
			\$	2,972		э \$	2.531	э \$		э \$. ,	э \$. ,	э \$	-	э \$. ,	э \$	-	э \$	(655)
18 19	May June		¢	2,962	1,213,397 1,174,255	ֆ Տ	2.625	ծ Տ	3.089 3.089	ծ Տ	(0.464) (0.566)	ծ Տ	(563) (665)	ծ Տ	-	ծ Տ	(563) (665)	ъ \$	-	ծ Տ	(563) (665)
20	July, 2019		¢ 2	2,962	1,174,255	Տ	2.525	э \$	3.089	э \$	(0.624)	э \$	(758)	э \$		э \$	(758)	э \$	-	э \$	(758)
			\$	2,990		Գ	2.465	э \$	3.089	э \$	(0.624)	э \$	(756)	э \$		э \$	(756)	э \$		э S	(756)
21 22	August September		<u>م</u>	2,938	1,213,397 1,174,255	¢	2.490	ծ Տ	3.089	ծ Տ	(0.599) (0.587)	ծ Տ	(726) (690)	ծ Տ		э 5	(726) (690)	ъ \$	-	Դ Տ	(726) (690)
	•		\$	2,930		Գ	2.502	•		э \$. ,	•	(465)	•		э 5	. ,	•	-	э S	. ,
23	October, 2019 November		¢	3,283 4,726	1,213,397	\$ \$	2.706	\$ \$	3.089 3.089	-	(0.383)	\$	()	\$ \$	-	¢	(465)	\$ \$	-	\$ \$	(465) (1,306)
24	December		Þ		1,952,527	ֆ Տ	2.420	•	3.089	\$ \$	(0.669)	\$ \$	(1,306)	э \$	-	¢	(1,306)		-	ф Ф	
25 26	Total (Lines 14 to 25)		<u>></u>	5,511 56,235	2,018,522 18,204,983	\$	2.730	\$	3.089	\$	(0.359)	\$	(725)	\$	<u> </u>	\$	(725)	\$ \$	<u> </u>	\$	(725)
20	TOTAL (LINES 14 (0 25)		¢	00,200	10,204,983							φ	0	φ	-	φ	0	Ð	-	φ	U

* Reflects actual information.

Notes:

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

The reference price from April 2018 to June 2018 is as approved in EB-2018-0104.

The reference price from July 2018 to September 2018 is as approved in EB-2018-0104.

The reference price from October 2018 to December 2018 is as approved in EB-2018-0253.

The reference price from January 2019 to December 2019 is as proposed in EB-2018-0315.

(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: 2018-12-11 EB-2018-0315 Tab 1 Schedule 2 <u>Page 3 of 7</u>

Union Rate Zones Deferral Account for North East Purchased Gas Variance Account (Deferral Account 179-148)

2 3 4 5 6	January, 2018 February March April, 2018 May June July, 2018 August	* * * *	\$ \$ \$ \$ \$	8,441 10,288 8,791 7,433 8,584	2,760,152 2,650,643 2,644,762 2,507,360	\$ \$ \$	3.058 3.881 3.324	\$ \$	3.522 3.522	\$ \$	(0.464)	\$	(1,280)	\$	-	\$	(1,280)	\$	(7)	\$	(1,287)
3 4 5 6	March April, 2018 May June July, 2018		\$ \$ \$ \$	8,791 7,433 8,584	2,644,762 2,507,360	\$		\$	3.522	¢									(0)		
4 5 6	April, 2018 May June July, 2018	* * * *	\$ \$ \$	7,433 8,584	2,507,360	-	3 324			Þ	0.359	\$	952	\$	-	\$	952	\$	(8)	\$	945
5 6	May June July, 2018	* * *	\$ \$ \$	8,584				\$	3.522	\$	(0.198)	\$	(524)	\$	-	\$	(524)	\$	(7)	\$	(531)
6	June July, 2018	* *	\$ \$			\$	2.964	\$	3.191	\$	(0.227)	\$	(568)	\$	-	\$	(568)	\$	(9)	\$	(577)
	July, 2018	*	\$		2,759,921	\$	3.110	\$	3.191	\$	(0.081)	\$	(222)	\$	-	\$	(222)	\$	(10)	\$	(232)
		*		8,879	2,802,339	\$	3.168	\$	3.191	\$	(0.023)	\$	(64)	\$	-	\$	(64)	\$	(10)	\$	(73)
7	August		\$	9,463	2,877,101	\$	3.289	\$	3.191	\$	0.098	\$	282	\$	-	\$	282	\$	(10)	\$	272
8		*	\$	9,113	2,879,646	\$	3.165	\$	3.191	\$	(0.026)	\$	(76)	\$	-	\$	(76)	\$	(9)	\$	(85)
9	September	*	\$	9,027	2,796,202	\$	3.228	\$	3.191	\$	0.037	\$	104	\$	-	\$	104	\$	(9)	\$	95
10	October, 2018		\$	10,187	2,790,934	\$	3.650	\$	3.415	\$	0.235	\$	656	\$	-	\$	656	\$	(10)	\$	645
11	November		\$	13,918	3,044,051	\$	4.572	\$	3.415	\$	1.157	\$	3,523	\$	-	\$	3,523	\$	(10)	\$	3,513
12	December		\$	20,569	3,145,519	\$	6.539	\$	3.415	\$	3.124	\$	9,827	\$	-	\$	9,827	\$	(10)	\$	9,817
13	Total (Lines 1 to 12)		\$	124,693	33,658,630							\$	12,611		-	\$	12,611		(109)	\$	12,501
	Current QRAM Period																				
	January, 2019		¢	18,882	3,145,519	\$	6.003	\$	3.882	\$	2.121	\$	6,671	\$		\$	6.671	\$		\$	6,671
	February		ę	16,741	2,841,115	\$	5.892	Ψ \$	3.882	\$	2.010	Ψ \$	5,711	¢	-	Ф \$	5,711	\$	-	φ	5,711
	March		¢ ¢	17,180	3,145,519	э \$	5.462	φ \$	3.882	φ S	1.580	φ S	4,969	¢ ¢	-	¢ ¢	4,969	ф \$		ф \$	4,969
	April, 2019		¢ ¢	9,915	2,308,451	э \$	4.295	φ \$	3.882	φ S	0.413	φ S	4,909	¢ ¢	-	¢ ¢	4,909 954	ф \$		¢	4,909 954
	May		¢ ¢	9,557	2,385,399	у \$	4.295	φ \$	3.882	φ \$	0.413	φ \$	297	¢ 2		¢ ¢	297	ф \$		¢ ¢	297
	June		¢ ¢	9,216	2,308,451	\$	3.992	\$	3.882	ŝ	0.124	\$	254	ŝ	-	ŝ	254	\$		¢ \$	254
	July, 2019		¢	9,525	2,385,399	\$	3.993	\$	3.882	ŝ	0.110	\$	265	¢	_	¢	265	\$		¢	265
	August		¢	9,382	2,385,399	\$	3.933	\$	3.882	ŝ	0.051	\$	122	¢	_	¢	122	\$		¢	122
	September		φ ¢	8,586	2,308,451	φ \$	3.720	Ψ \$	3.882	Ψ S	(0.162)	φ \$	(375)	\$	-	s s	(375)	\$		Ψ \$	(375)
	October, 2019		¢ ¢	9,016	2,385,399	\$	3.780	\$	3.882	ŝ	(0.102)	\$	(244)	\$	-	ŝ	(244)	\$		¢ \$	(244)
	November		\$	12,172	3,044,051	\$	3.999	\$	3.882	\$	0.117	\$	355	\$		ŝ	355	\$		ŝ	355
	December		¢ ¢	13,276	3,145,519	\$	4.221	Ψ \$	3.882	\$	0.339	\$ \$	1,065	¢ ¢		ŝ	1,065	¢ ¢		\$ \$	1,065
	Total (Lines 14 to 25)		\$	143,447	31,788,673	Ψ	7.221	Ψ	0.002	Ψ	0.000	\$	20,044	\$		\$	20.044	\$	<u> </u>	\$	20,044

* Reflects actual information.

Notes:

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

The reference price from April 2018 to June 2018 is as approved in EB-2018-0104.

The reference price from July 2018 to September 2018 is as approved in EB-2018-0104.

The reference price from October 2018 to December 2018 is as approved in EB-2018-0253.

The reference price from January 2019 to December 2019 is as proposed in EB-2018-0315.

(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.

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Union Rate Zones Deferral Account for <u>Transportation Tolls and Fuel</u>

			U	nion North	West O	perations	Area (17	9-145)		Union North	East Op	perations	Area (17	79-146)
Line No.	Particulars		Ar Before (\$0	eferral nount e Interest 000's)	(\$00	erest 0's) (1)	Ar With (\$0	eferral nount Interest 000's)	/ Befo	Deferral Amount pre Interest \$000's)	(\$00	erest 0's) (1)	A Wit (۱	Deferral Amount h Interest \$000's)
				(a)		(b)	(c) =	(a) + (b)		(d)		(e)	(f) =	= (d) + (e)
1	January, 2018	*	\$	(105)	\$	0	\$	(105)	\$	(807)	\$	1	\$	(806)
2	February	*	\$	272	\$	0	\$	272	\$	203	\$	(0)	\$	202
3	March	*	\$	(84)	\$	1	\$	(84)	\$	(564)	\$	(0)	\$	(564)
4	April, 2018	*	\$	58	\$	1	\$	59	\$	149	\$	(1)	\$	148
5	May	*	\$	237	\$	1	\$	237	\$	(658)	\$	(1)	\$	(659)
6	June	*	\$	(786)	\$	1	\$	(785)	\$	52	\$	(2)	\$	49
7	July, 2018	*	\$	972	\$	(0)	\$	972	\$	(93)	\$	(2)	\$	(96)
8	August	*	\$	35	\$	1	\$	37	\$	90	\$	(3)	\$	87
9	September	*	\$	(28)	\$	1	\$	(26)	\$	164	\$	(2)	\$	162
10	October, 2018		\$	29	\$	2	\$	30	\$	5	\$	(3)	\$	2
11	November		\$	13	\$	2	\$	15	\$	(572)	\$	(3)	\$	(575)
12	December		\$	50	\$	2	\$	52	\$	(503)	\$	(3)	\$	(505)
13	Total (Lines 1 to 12)		\$	663	\$	10	\$	673	\$	(2,535)	\$	(20)	\$	(2,555)
	Current QRAM Period													
14	January, 2019		\$	63	\$	-	\$	63	\$	(514)	\$	-	\$	(514)
15	February		\$	47	\$	-	\$	47	\$	(474)	\$	-	\$	(474)
16	March		\$	47	\$	-	\$	47	\$	(549)	\$	-	\$	(549)
17	April, 2019		\$	(13)	\$	-	\$	(13)	\$	(616)	\$	-	\$	(616)
18	Мау		\$	(8)	\$	-	\$	(8)	\$	(636)	\$	-	\$	(636)
19	June		\$	(6)	\$	-	\$	(6)	\$	(615)	\$	-	\$	(615)
20	July, 2019		\$	(6)	\$	-	\$	(6)	\$	(636)	\$	-	\$	(636)
21	August		\$	(6)	\$	-	\$	(6)	\$	(635)	\$	-	\$	(635)
22	September		\$	(7)	\$	-	\$	(7)	\$	(616)	\$	-	\$	(616)
23	October, 2019		\$	(4)	\$	-	\$	(4)	\$	(632)	\$	-	\$	(632)
24	November		\$	(8)	\$	-	\$	(8)	\$	(605)	\$	-	\$	(605)
25	December		\$	(4)	\$	-	\$	(4)	\$	(619)	\$	-	\$	(619)
26	Total (Lines 14 to 25)		\$	95	\$	-	\$	95	\$	(7,147)	\$	-	\$	(7,147)

* Reflects actual information.

Notes:

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

(1)

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Schedule 2

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Union Rate Zones Deferral Account for South Purchased Gas Variance Account (Deferral Account 179-106)

Line No. Particulars		(\$	rchase Cost 000's) (a)	Volume (GJ) (b)		Avç (eighted g. Price ≸/GJ) = (a)/(b)	Re	Dawn eference Price 6/GJ)(1) (d)	Di	Init Rate ifference (\$/GJ) = (c) - (d)		thly Deferral Amount (\$000's) = (b) x (e)		Southern ortfolio Cost Differential Adjustment (\$000's) (g)		Deferral Amount Before Interest (\$000's) (h) = (f) + (g)	(\$0	stments 000's) (i)	Bef	Total Deferral ore Interest (\$000's) = (h) + (i)		nterest 000's) (2) (k)	(Total Deferral Amount (\$000's)) = (j) + (k)
1 January, 2018 2 February		\$ \$	41,002 89,738	11,831	-	\$ \$	3.465	\$ \$	3.522 3.522	\$ \$	(0.057) 1.023	\$ \$	(670)	\$ \$	-	\$ \$	(670) 20,201	\$ \$	-	\$ \$	(670) 20,201	\$ \$	(19)	\$ \$	(689) 20,174
2 February 3 March		ֆ \$	89,738 39.058	19,743 10.610		э \$	4.545 3.681	ֆ Տ	3.522	э \$	0.159	ծ Տ	20,201 1,686	ծ Տ	-	э \$	20,201	ֆ Տ		ծ Տ	20,201	ֆ Տ	(27) (13)	ֆ Տ	1,674
4 April, 2018		ծ \$	42,110	12,247		э \$	3.438	э \$	3.522	э S	0.159	э \$	3,028	э \$	-	¢ ¢	3,028	э \$		э \$	3,028	э \$	(13)	¢ ¢	3,005
4 April, 2018 5 May		ծ \$	37,902	12,247		э \$	3.436		3.191	э S	0.247	э \$	3,028 805	э \$	-	¢ ¢	3,028	э \$	-	¢ ¢	3,028 805	э \$	(23)	¢	781
6 June		Ψ \$	40,851	11,023	-	φ \$	3.640	\$	3.191	Ψ \$	0.449	\$	5,043	\$		¢	5,043	\$	_	\$	5,043	\$	(23)	\$	5,020
7 July, 2018		\$	40,028	10,598		φ \$	3.777	\$	3.191	Ψ \$	0.586	\$	6,209	\$	_	¢ ¢	6,209	\$		\$	6,209	ş	(23)	ŝ	6,192
8 August		\$	42,322	11,712		\$	3.613	ŝ	3.191	ŝ	0.422	\$	4,946	\$		ŝ	4,946	ŝ	-	\$	4,946	ŝ	(8)	ŝ	4,938
9 September		\$	41,053	11,252		\$	3.648	ŝ	3.191	ŝ	0.457	\$	5,145	ŝ	-	ŝ	5,145	ŝ	-	ŝ	5,145	ŝ	(1)	ŝ	5,144
10 October, 2018		\$	45,510	11,569		\$	3.933	\$	3.415	\$	0.518	\$	5,998	\$	-	ŝ	5,998	ŝ	-	ŝ	5,998	ŝ	6	ŝ	6,005
11 November		\$	52,485	11,717		\$	4.479	\$	3.415	\$	1.064	\$	12,472	\$	-	Ŝ	12,472	\$	-	\$	12,472	\$	6	\$	12,478
12 December	:	\$	78,661	12,107	-	\$	6.497	\$	3.415	\$	3.082	\$	37,314	\$	-	\$	37,314	\$	-	\$	37,314	\$	6	\$	37,320
13 Total (Lines 1 to 12)	-	\$	590,719	146,239	,325							\$	102,178	\$	-	\$	102,178	\$	-	\$	102,178	\$	(136)	\$	102,042
Current QRAM Period																									
14 January, 2019		\$	72,971	12,107		\$	6.027	\$	3.882	\$	2.145	\$	25,970	\$	-	\$	25,970	\$	-	\$	25,970	\$	-	\$	25,970
15 February	:	\$	64,643	10,935		\$	5.911	\$	3.882	\$	2.029	\$	22,190	\$	-	\$	22,190	\$	-	\$	22,190	\$	-	\$	22,190
16 March		\$	64,860	12,107		\$	5.357	\$	3.882	\$	1.475	\$	17,858	\$	-	\$	17,858	\$	-	\$	17,858	\$	-	\$	17,858
17 April, 2019	:	\$	46,517	11,844		\$	3.927	\$	3.882	\$	0.045	\$	537	\$	-	\$	537	\$	-	\$	537	\$	-	\$	537
18 May		\$	44,686	12,239		\$	3.651	\$	3.882	\$	(0.231)	\$	(2,826)	\$	-	\$	(2,826)	\$	-	\$	(2,826)	\$	-	\$	(2,826)
19 June		\$	43,325	11,844		\$	3.658	\$	3.882	\$	(0.224)	\$	(2,655)	\$	-	\$	(2,655)	\$	-	\$	(2,655)	\$	-	\$	(2,655)
20 July, 2019		\$	45,309	12,239		\$	3.702	\$	3.882	\$	(0.180)	\$	(2,204)	\$	-	\$	(2,204)	\$	-	\$	(2,204)	\$	-	\$	(2,204)
21 August		\$	45,096	12,239		\$	3.685	\$	3.882	\$	(0.197)	\$	(2,416)	\$	-	\$	(2,416)	\$	-	\$	(2,416)	\$	-	\$	(2,416)
22 September	:	\$	42,109	11,844		\$	3.555	\$	3.882	\$	(0.327)	\$	(3,871)	\$	-	\$	(3,871)	\$	-	\$	(3,871)	\$	-	\$	(3,871)
23 October, 2019	:	\$	44,065	12,239		\$	3.600	\$	3.882	\$	(0.282)	\$	(3,447)	\$	-	\$	(3,447)	\$	-	\$	(3,447)	\$	-	\$	(3,447)
24 November	:	\$	45,945	11,797		\$	3.894	\$	3.882	\$	0.012	\$	146	\$	-	\$	146	\$	-	\$	146	\$	-	\$	146
25 December	_	\$	50,435	12,191		\$	4.137	\$	3.882	\$	0.255	\$	3,109	\$	-	\$	3,109	\$	-	\$	3,109	\$	-	\$	3,109
26 Total (Lines 14 to 25)	_	\$	609,962	143,630	,084							\$	52,390	\$	-	\$	52,390	\$	-	\$	52,390	\$	-	\$	52,390

* Reflects actual information.

Notes:

(1) The reference price from January 2018 to March 2018 is as approved in EB-2017-0351. The reference price from April 2018 to June 2018 is as approved in EB-2018-0104. The reference price from July 2018 to September 2018 is as approved in EB-2018-0104. The reference price from October 2018 to December 2018 is as approved in EB-2018-0253. The reference price from January 2019 to December 2019 is as proposed in EB-2018-0315.

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

Union Rate Zones Deferral Account for Inventory Revaluation (Deferral Account 179-109)

Line No.	Effective Date	Proceeding Number	Reference Price (C\$/GJ) (a)	fro	e Difference m Previous proved Price (\$/GJ) (b)	Inventory Levels Forecast/ Actual (PJ) (c)		Forecast/ Actual (\$000's) = -(b) x (c)		Interest (\$000's) (1) (e)		Total Deferral Amount (\$000's) = (d) + (e)
1	January, 2018	* EB-2017-0351	3.522	\$	(0.027)	39.3	\$	1,057	\$	27	\$	1,084
2	February	*	5.522	φ	(0.027)	39.3	φ	1,037	\$	19	\$	1,004
3	March	*							\$	15	\$	15
0	Maron								Ψ	10	Ψ	10
4	April, 2018	* EB-2018-0104	3.191	\$	(0.331)	11.2	\$	3,796	\$	10	\$	3,806
5	May	*			· · · ·				\$	11	\$	11
6	June	*							\$	8	\$	8
7	July, 2018	* EB-2018-0104	3.191	\$	-	27.1	\$	(0)	\$	7	\$	7
8	August	*							\$	5	\$	5
9	September	*							\$	4	\$	4
10	October, 2018	* EB-2018-0253	3.415	\$	0.224	57.1	\$	(12,768)	\$	3	\$	(12,765)
11	November	2010 0200	0.410	Ψ	0.224	07.1	Ψ	(12,700)	\$	3	\$	3
12	December								\$	3	\$	3
13	Total (Lines 1 to 12)						\$	(7,915)	\$	114	\$	(7,801)
	Current QRAM Period											
14	January, 2019	EB-2018-0315	\$ 3.882	\$	0.467	47.4	\$	(22,152)	\$	-	\$	(22,152)
15	February								\$	-	\$	-
16	March								\$	-	\$	-
17	April, 2019						\$	-	\$	-	\$	-
18	Мау								\$	-	\$	-
19	June								\$	-	\$	-
20	July, 2019						\$	-	\$	-	\$	-
21	August						·		\$	-	\$	-
22	September								\$	-	\$	-
	0						•		•		•	
23	October, 2019						\$	-	\$	-	\$	-
24 25	November December								\$ \$	-	\$ \$	-
20	December								Ф	-	Ф	-
26	Total (Lines 14 to 25)						\$	(22,152)	\$	-	\$	(22,152)
	. ,							/				/

* 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.

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Union Rate Zones Deferral Account for Spot Gas Variance Account (Deferral Account 179-107)

			S	pot Gas	Purchas	es					Loa	d Balancing						
Line No.	Particulars	Aı Befor	eferral nount e Interest 000's)	(\$00	terest 00's) (1)	Ba (\$	eferral alance 000's)	Load Balancing Deferral (\$000's)	Load R	North Balancing evenue \$000's)	I	South d Balancing Revenue (\$000's)	A Befo (\$	eferral mount re Interest 6000's)	(\$0	iterest 00's) (1)	B (\$	0eferral alance \$000's)
			(a)		(b)	(c) =	(a) + (b)	(d)		(e)		(f)	(g) = (d) + (e) + (f)		(h)	(i) =	= (g) + (h
1	January, 2018	* \$	-	\$	(0)	\$	(0)	\$ -	\$	-	\$	-	\$	-	\$	(0)	\$	
2	February	* \$	-	\$	(0)	\$	(0)	\$ -	\$	-	\$	-	\$	-	\$	(0)	\$	
3	March	* \$	-	\$	(0)	\$	(0)	\$ -	\$	-	\$	-	\$	-	\$	(0)	\$	
4	April, 2018	* \$	-	\$	(0)	\$	(0)	\$ -	\$	-	\$	-	\$	-	\$	(0)	\$	
5	May	* \$	216	\$	(0)	\$	216	\$ -	\$	-	\$	-	\$	-	\$	(0)	\$	
6	June	* \$	-	\$	Ó	\$	0	\$ -	\$	-	\$	-	\$	-	\$	Ó	\$	
7	July, 2018	* \$	-	\$	0	\$	0	\$ -	\$	-	\$	-	\$	-	\$	0	\$	
8	August	* \$	-	\$	0	\$	0	\$ -	\$	-	\$	-	\$	-	\$	0	\$	
9	September	* \$	-	\$	0	\$	0	\$ -	\$	-	\$	-	\$	-	\$	0	\$	
10	October, 2018	\$	-	\$	0	\$	0	\$ -	\$	-	\$	-	\$	-	\$	0	\$	
11	November	\$	-	\$	0	\$	0	\$ -	\$	-	\$	-	\$	-	\$	0	\$	
12	December	\$	-	\$	0	\$	0	\$ -	\$	-	\$	-	\$	-	\$	0	\$	
13	Total (Lines 1 to 12)	\$	216	\$	0	\$	216	 -		-		-		-	\$	0	\$	
	Current QRAM Period																	
14	January, 2019	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	
15	February	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	
16	March	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	
17	April, 2019	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	
18	May	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	
19	June	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	
20	July, 2019	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	
21	August	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	
22	September	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	
23	October, 2019	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	
24	November	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	
25	December	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	-	\$	
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.

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1	PREFILED EVIDENCE OF
2	AMY MIKHAILA, MANAGER, RATES AND PRICING
3	AND
4	ROBIN STEVENSON, SENIOR ADVISOR, RATES AND PRICING
5	
6	The purpose of this evidence is to address proposed changes to Union North and Union South
7	gas supply commodity, gas transportation, storage, and delivery rates effective January 1, 2019.
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 and the Union North East zone are set
15	based on the Dawn Reference Price, which increased to \$3.882/GJ (15.0971 cents/m ³), per Tab
16	1, Schedule 1, line 12. The gas commodity rates for the Union North West zone are set based on
17	the Alberta Border Reference Price, which increased to \$3.089/GJ (12.0131 cents/m ³), per Tab 1,
18	Schedule 1, line 7. The proposed January 1, 2019 prices reflect the heat value conversion factor
19	of 38.89 $GJ/10^3 m^3$. The gas supply commodity unit rate changes applicable to Union South and
20	Union North operating areas are provided at Tab 2, Schedule 1.

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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 Tab 2, Schedule 2, p. 1. 5 6 7 There have been no changes to the transportation tolls in Union North transportation and storage rates this quarter, as there have been no approved changes to the transportation tolls 8 9 TransCanada charges for firm transportation services on the Mainline and no other material 10 upstream toll changes effective January 1, 2019. 11 The compressor fuel requirements from Empress to the respective delivery areas are set based on 12 the Alberta Border Reference Price, which increased to \$3.089/GJ (12.0131 cents/m³). The 13 compressor fuel requirements from Dawn or Parkway to the respective delivery areas are set 14 based on the Dawn Reference Price, which increased to \$3.882/GJ (15.0971 cents/m³). 15 16 The changes to upstream tolls and the reference prices used to calculate the compressor fuel 17 18 requirements increases the Union North total annual gas supply transportation and storage costs by \$0.296 million. The total increase to Union North annual gas supply transportation and 19 storage costs is as shown at Tab 2, Schedule 2, p. 2. 20

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1	Consistent with Board-approved methodology, the cost changes are allocated to rate classes in
2	proportion to the approved 2013 allocation of Union North storage and transportation costs, as
3	provided at Tab 2, Schedule 2, p. 3.
4	
5	3. COST OF GAS IN DELIVERY RATES
6	Delivery rates are updated each quarter for changes to the reference price used to calculate
7	compressor fuel, unaccounted for gas and inventory carrying costs. The unit rate changes
8	included in delivery rates are provided at Tab 2, Schedule 3.
9	
10	Per Union's October 1, 2018 QRAM (EB-2018-0253), the cost of gas previously included in
11	Union South and Union North delivery rates was 13.2809 cents/m ³ based on the Dawn Reference
12	Price. Effective January 1, 2019, the cost of gas included in delivery rates is 15.0971 cents/m ³ ,
13	which represents an increase of 1.8162 cents/m ³ .
14	
15	Consistent with Board-approved methodology, the change in the cost of gas in delivery rates is
16	allocated to rate classes in proportion to the approved 2013 allocation of compressor fuel,
17	unaccounted for gas and inventory carrying costs.
18	
19	4. RATE RIDERS
20	In addition to the forecast reference price changes identified above, changes to previously

21 approved rate riders are required to reflect quarterly updates to gas cost deferral account

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1	balances. Each quarter Union projects the balance expected in each gas cost deferral account
2	over the next 12-month period. In addition, Union tracks recovery variances (differences
3	between what Union intended to recover in previous rate riders and what was actually
4	recovered). Each quarter Union includes that variance in the rate riders established for the next
5	12-month period. Rates are changed every quarter to reflect updated projected deferral account
6	balances and historical recovery variances.
7	
8	A summary of deferral account activity and proposed rate rider unit rate changes are provided at
9	Tab 2, Schedule 4, pp. 1-2. Projected deferral account balances (line 3) are compared to
10	previously projected balances (line 7) in each gas cost deferral account and variances are
11	identified (line 8). In addition, the difference between what was actually recovered in previous
12	rate riders and what Union intended to recover is identified (line 11). This is the difference
13	between forecast and actual volumes (last six months of actual volumes) multiplied by the
14	previously approved rate riders. The net amount to be recovered prospectively (line 12) is the
15	amount which has not been included in rate riders to date. The unit rate rider in the current
16	QRAM (line 14) is the net amount in each gas cost deferral account prospectively recovered over
17	forecast consumption in the next 12 months (line 13).
18	
19	As part of Enbridge Gas's 2019 Rates application (EB-2018-0305), Enbridge Gas will be
20	proposing to close the Union North Tolls and Fuel (Account No. 179-100) and Union North

PGVA (Account No. 179-105) deferral accounts, effective January 1, 2019. As part of the

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1	October 1, 2018 QRAM, Union transferred the last recovery variance (for activity up to and
2	including December 31, 2016) to other Union North deferral accounts. As the recovery variances
3	are now zero and there are no further balances expected, Union has removed the deferral account
4	details from this application.
5	
6	In total, the change in gas cost-related deferrals in the current QRAM is a net increase of \$28.771
7	million. This amount excludes the balance in the joint Unabsorbed Demand Costs Deferral
8	Account (Deferral Account No. 179-108) which is not prospectively recovered as per the current
9	approved QRAM process.
10	
11	Tab 2, Schedule 4, pp. 1-2, line 20 shows the net prospective rider for each deferral account for
12	the current QRAM period. The net prospective rider reflects the unit rate change calculated at
13	Tab 2, Schedule 4, pp. 1-2, line 21. The net prospective rider includes: (i) the introduction of the
14	unit rate change and (ii) the elimination of expiring riders which have been in place for 12
15	months.
16	
17	The unit rates for prospective recovery of the gas cost deferral accounts are summarized at Tab
18	2, Schedule 4, p. 3. The detailed calculation for each deferral account is provided at Working
19	Papers, Schedule 2.
20	

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1 5. CUSTOMER BILL IMPACTS

2	General service annual customer bill impacts, including the prospective recovery of gas cost
3	deferral account balances are provided at Tab 2, Schedule 5. The bill impacts shown at Tab 2,
4	Schedule 5 reflect (i) the introduction of January 1, 2019 proposed QRAM changes detailed
5	above, (ii) the elimination of expiring January 1, 2018 prospective QRAM riders.
6	
7	For Rate M1 residential customers in Union South with annual consumption of 2,200 m ³ , the bill
8	impact is a net increase of \$54.56 per year for sales service customers and a net increase of \$0.69
9	for bundled direct purchase customers.
10	
11	For Rate 01 residential customers in Union North West with annual consumption of 2,200 m ³ ,
12	the bill impact is a net increase of \$70.84 for sales service customers and a net increase of \$3.64
13	for bundled direct purchase customers. For Rate 01 residential customers in Union North East
14	with annual consumption of 2,200 m^3 , the bill impact is a net increase of \$53.20 per year for
15	sales service customers and a net decrease of \$18.24 for bundled direct purchase customers.
16	
17	The residential bill impact for Union North West sales service customers of \$70.84 represents a
18	bill increase of 36% of the gas commodity portion of the bill and 8% of the total bill. As directed
19	by the Board in its Decision on the Review of the Quarterly Rate Adjustment Mechanism
20	Process (EB-2014-0199), dated August 14, 2014, Union completed a preliminary estimate of the

residential bill impacts in November 2018, which at the time indicated an increase of less than

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1	25% of the commodity portion of the bill for all of Union's rate zones. As per the Decision ¹ , the
2	Board has set requirements for distributors when a bill impact exceeds 25% of the commodity
3	portion of the bill. In accordance with the Decision, Union has provided a) a description of the
4	reasons for the large rate impact, including rate mitigation, and b) a customer communication
5	plan.
6	
7	a) Union North West Rate Increase
8	The Union North West bill increase is the result of an increase in the Alberta Border Reference
9	Price and the impact of the disposition of commodity-related deferral accounts. Of the \$70.84
10	residential bill impact for Union North West sales service customers, \$36.12 relates to the
11	increase in the Alberta Border Reference Price, \$31.08 relates to the commodity-related deferral
12	accounts and the remaining \$3.64 relates to other small changes to distribution, storage and
13	transportation rates. Please see Tab 2, Schedule 5, p. 2, column (c) for the Union North West
14	detailed bill impacts.

15

16 Alberta Border Reference Price Change

17 The Alberta Border Reference Price is used to set commodity rates for the Union North West

zone. Based on the NYMEX strip ending December 31, 2019, the Alberta Border Reference

19 Price is forecasted to be \$3.089/GJ, which represents an increase of \$0.422/GJ (or approximately

¹ EB-2014-0199, Decision and Order, August 14, 2014, pp.4-6.

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16%) from the October 2018 QRAM (EB-2018-0253) Alberta Border Reference Price of
 \$2.667/GJ as described in Tab 1.

3

4 Figure 1 below provides a history of the Alberta Border Reference Price used to set gas

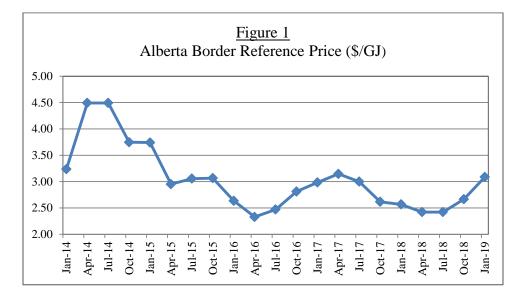
5 commodity rates for the Union North West zone for each quarter from January 2014 to January

6 2019. As illustrated in Figure 1, the increase in the Alberta Border Reference Price from

7 October 2018 to January 2019 is consistent with the fluctuations experienced in previous

8 quarters during this five year time period and is well below the highest Alberta Border Reference

9 Price of \$4.493/GJ used to set gas commodity rates in April 2014.



10

11

12 Commodity-Related Deferral Account Balance

13 The commodity-related deferral account balances are impacted by both cost variances related to

14 the true-up of forecast to actual deferral balances and recovery variances related to the true-up of

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1	forecast to actual recovery amounts. The primary driver for the bill increase related to the
2	commodity-related deferral accounts is an increase to the current projected balance in the Union
3	North West PGVA. The projected balance is forecasted to increase by \$4.3 million ² from the
4	projected balance included in the October 2018 QRAM (EB-2018-0253) as a result of market
5	price increases as described in Tab 1.

6

7 *Rate Mitigation*

8 Union is not proposing rate mitigation for the Union North West zone as part of this proceeding. As stated above, the total bill impacts for residential sales service customers is approximately 8% 9 of the total bill. There are three additional decreases related to temporary charges that are 10 effective January 1, 2019 that partially offset the bill increase, which are not included in the 11 annual bill impacts. The first is the expiry of the Cap-and-Trade deferral account charges, which 12 were implemented as part of the Union's October 2018 QRAM (EB-2018-0253). The second is 13 the expiry of rate adjustments that were approved as part of Union's 2018 Rates application (EB-14 2017-0087). The third is a credit price adjustment related to the disposition of Union's 2017 15 deferral account balances beginning January 1, 2019 that was approved as part of Union's 2017 16 Disposition of Deferral Account Balances and 2017 Utility Earnings application ("2017 17 Deferrals") (EB-2018-0105). 18

- 19
- 20

² Tab 2, Schedule 4, p.1, column (a).

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1 b) Customer Communication Plan

2	To ensure customers are made aware of the proposed price change, Union has developed a
3	customer communication plan to communicate the bill increases effective January 1, 2019.
4	Union will communicate to general service customers using the following methods:
5	• News release – mid-December, highlighting the change, steps consumers can take to
6	mitigate the increase and utility programs that can help.
7	• Social media – mid-December updates regarding rate changes for January 1, 2019. These
8	posts will link to a dedicated information page on uniongas.com.
9	• Uniongas.com – a message on the homepage and a dedicated information page with
10	FAQ's for both residential and small business customers.
11	• IVR messaging – customers will hear a message about change rates and service areas
12	when they call the contact centres in January 2019.
13	• Call Centre – customer representatives provide ongoing support to customers through the
14	year and are available to discuss rate changes and answer individual questions as
15	required.
16	
17	8. CUSTOMER NOTICES

Customer notices that accompany the January 1, 2019 bills will reflect approved rates in this
proceeding compared with the current approved rates in Union's October 1, 2018 QRAM (EB2018-0253) proceeding.

21

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1	In addition, January 1, 2019 rates will reflect the general service rate adjustments for the period
2	January 1, 2019 to June 30, 2019 for the disposition of Union's 2017 Deferrals (EB-2018-0105),
3	as approved on December 6, 2018. The 2017 Deferrals general service and gas supply
4	commodity prospective rate changes and unit rates for one-time adjustments for contract rate
5	classes are provided at Appendix F. The one-time adjustments will be included with the January
6	2019 bills customers receive in February 2019.

UNION RATE ZONES Derivation of Gas Supply Commodity Charges

Line		EB-2018-0253 Effective October 1, 2018		EB-2018-0315 Effective January 1, 2019			Change Effective January 1, 2019		
No.	Particulars	(cents/m ³)	(\$/GJ)	(cents/m ³)	(\$/GJ)	-	(cents/m ³)	(\$/GJ)	
		(a)	(b)	(C)	(d)	-	(e)= (c) - (a)	(f)= (d) - (b)	
	Union South								
4	Commodity Rate	40.0000	2.445	45 0074	2 002	(2)	4 9409	0.407	
1 2	Dawn Reference Price (1) Gas Supply Optimization Margin Credit	13.2809 (0.2824) (5)	3.415 (0.073)	15.0971 (0.2824) (5)	3.882 (0.073)	(3)	1.8162	0.467	
2	Administration Charge	0.1893	0.049	0.1893	0.049		-	-	
4	Gas Supply Commodity Rate	13.1878	3.391	15.0040	3.858	-	1.8162	0.467	
			0.001		0.000	=	110102	0.107	
5	Transportation Rate	<u> </u>	-	<u> </u>	-	=	-		
6	Total Gas Supply Commodity Charge (line 5+6)	13.1878	3.391	15.0040	3.858	:	1.8162	0.467	
	Union North - Rate 01 & Rate 10								
	Union North West Zone								
7	Alberta Border Reference Price (1)	10.3720	2.667	12.0131	3.089	(4)	1.6411	0.422	
8	Administration Charge	0.1893	0.049	0.1893	0.049	(-)	-	-	
9	Gas Supply Commodity Rate	10.5613	2.716	12.2024	3.138	-	1.6411	0.422	
	Union North East Zone_								
10	Dawn Reference Price (1)	13.2809	3.415	15.0971	3.882	(3)	1.8162	0.467	
11	Administration Charge	0.1893	0.049	0.1893	0.049	(0)	-	-	
12	Gas Supply Commodity Rate	13.4702	3.464	15.2864	3.931	-	1.8162	0.467	
	Union North - Rate 20 & Rate 100								
	Union North West Zone								
13	Alberta Border Reference Price (2)	10.1053	2.667	11.7042	3.089	(4)	1.5989	0.422	
14 15	Administration Charge Gas Supply Commodity Rate	0.1893	0.050	0.1893	0.050	-	1.5989	0.422	
15	Gas Supply Commonly Nate	10.2340	2.111	11.0933	5.159	=	1.5969	0.422	
	Union North East Zone								
16	Dawn Reference Price (2)	12.9394	3.415	14.7089	3.882	(3)	1.7695	0.467	
17	Administration Charge	0.1893	0.050	0.1893	0.050	-	-	-	
18	Gas Supply Commodity Rate	13.1287	3.465	14.8982	3.932	:	1.7695	0.467	

 $\label{eq:Notes:} \frac{Notes:}{(1)} \ \ Conversion \ to \ GJs \ based \ on \ 38.89 \ GJ \ / \ 10^3 m^3.$

(2) Conversion to GJs based on 37.89 GJ / 10³m³.

(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.

UNION RATE ZONES Derivation of Unit Rate Changes related to Union North Transportation and Storage Rates Union North West Zone and Union North East Zone by Rate Class

Line No.	Particulars	Cost Variance (1) (\$000's)	Billing Units (2) (10 ³ m ³)	Rate Change (cents/m ³)	EB-2018-0253 Effective October 1, 2018 Unit Rate (3) (cents/m ³)	EB-2018-0315 Effective January 1, 2019 Unit Rate (cents/m ³)
		(a)	(b)	(c) = (a / b x 100)	(d)	(e) = (c + d)
	Poto 01					
	Rate 01					
4	Gas Transportation	04	007 000	0.0000	0.0000	0.7004
1 2	Union North West Union North East	61 78	267,830 659,134	0.0229 0.0119	6.6802 2.7516	6.7031 2.7635
2	OHIOH NOTH East	10	059,154	0.0119	2.7510	2.7035
	Gas Storage					
3	Union North West	23	256,092	0.0089	2.2005	2.2094
4	Union North East	31	630,247	0.0048	6.3909	6.3957
	<u>Rate 10</u>					
	Gas Transportation					
5	Union North West	19	82,150	0.0226	5.8487	5.8713
6	Union North East	31	261,380	0.0117	2.5218	2.5335
	Gas Storage					
7	Union North West	7	77,949	0.0089	1.6596	1.6685
8	Union North East	12	248,013	0.0048	4.5520	4.5568
	<u>Rate 20 (4)</u>					
	Gas Supply Demand					
9	Union North West	9	2,962	0.3011	56.0632	56.3643
10	Union North East	9	3,911	0.2383	47.6267	47.8650
	Commodity Transportation 1					
11	Union North West	6	28,383	0.0205	3.5201	3.5406
12	Union North East	4	45,073	0.0089	2.2174	2.2263
			,			
	Rate 25					
13	Gas Supply Transportation	5	42,913	0.0108	1.4340	1.4448
	<u>Rate 100 (5)</u>					
	Gas Supply Demand					
14	Union North West	-	-	0.6397	109.9130	110.5527
15	Union North East	-	-	0.8394	154.8340	155.6734
	Commodity Transportation 1					
16	Union North West	-	-	0.0359	6.1684	6.2043
17	Union North East	-	-	0.0480	8.8587	8.9067
	Rate 20/100 Bundled Storage (\$/GJ)					
18	Monthly Demand (GJ/d)	-	114,888	-	19.093	19.093
19	Commodity Charge (GJ)	2	739,477	0.003	0.208	0.211
20	Total	296				
-	-					

Notes:

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

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

(3) EB-2018-0253, Tab 2, Schedule 2, p.1, Column (e).

- 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.
- (4) (5)

		A 1	EB-201		EB-2018		
		Annual	Effective Oct		Effective Janu		o <i>i</i>
Line		Volume (1)	Rates (2)	Costs (2)	Rates	Costs	Cost
No.	Particulars	(TJ)	(\$ / GJ)	(\$000's)	(\$ / GJ)	(\$000's)	Variance
	Transportation Costs	(a)	(b)	(c)	(d)	(e)	(f) = (e - c)
	Union North West Zone Demand Costs						
1	TCPL MDA	2 021	21.225	1 417	21.225	1 417	
1		2,031		1,417		1,417	-
2	TCPL SSMDA	2,972	42.691	4,172	42.691	4,172	-
3	TCPL WDA	18,764	30.516	18,825	30.516	18,825	-
4	CTHI/CPMI	2,066	19.267	1,308	19.267	1,308	-
5	Subtotal			25,722		25,722	-
•	Union North East Zone Demand Costs	0.011	55 007	5 0 4 4	55.007	5 0 4 4	
6		3,211	55.997	5,911	55.997	5,911	-
7		365	61.836	742	61.836	742	-
8		2,915	47.098	4,514	47.098	4,514	-
9	TCPL PKWY EDA	21,108	10.947	7,597	10.947	7,597	-
10	TCPL PKWY NDA	15,695	15.775	8,140	15.775	8,140	-
11	TCPL PKWY NCDA	730	7.768	186	7.768	186	-
12	Subtotal			27,090		27,090	-
	Common Costs						
13	LBA			1,200		1,200	-
14	TCPL Minimum Flow Charge			71		71	-
15	Subtotal			1,271		1,271	-
16	Demand Costs in Rates (line 5 + line 12 + line 15)			54,083		54,083	-
	Union North West Zone Fuel Costs						
17	TCPL MDA	6	2.667	17	3.089	20	3
18	TCPL SSMDA	54	2.667	144	3.089	166	23
19	TCPL WDA	156	2.667	415	3.089	481	66
20	CTHI/CPMI	1	2.667	3	3.089	3	C
21	Subtotal			579		671	92
	Union North East Zone Fuel Costs						
22	TCPL NCDA	91	2.667	243	3.089	282	38
23	TCPL EDA	11	2.667	29	3.089	34	5
24	TCPL NDA	70	2.667	186	3.089	215	29
25	TCPL PKWY EDA	53	3.415	179	3.882	204	25
26	TCPL PKWY NDA	55	3.415	187	3.882	213	26
27	TCPL PKWY NCDA	0	3.415	1	3.882	1	0
28	Subtotal			825		948	123
29	Fuel Costs in Rates (line 21 + line 28)			1,404		1,618	214
30	Total Transportation Operator (line 40 - line 00)					FF 704	
	Total Transportation Costs (line 16 + line 29)			55,487		55,701	214

UNION RATE ZONES Union North 2018 Gas Supply Plan as filed in EB-2015-0181 at January 2019 QRAM

Storage Costs

Union North West Zone Demand Costs

31	TCPL WDA STS Injection	1,150	37.410	1,414	37.410	1,414	-
32	Subtotal			1,414		1,414	-
	Union North East Zone Demand Costs						
33	TCPL NDA STS Injection	17,921	15.775	9,295	15.775	9,295	-
34	TCPL EDA STS Withdrawal	9,845	10.947	3,543	10.947	3,543	-
35	TCPL Pkwy to EDA	19,042	10.947	6,853	10.947	6,853	-
36	TCPL Pkwy to EDA EMB	9,125	11.977	3,593	11.977	3,593	-
37	TCPL Pkwy to NDA	24,455	15.775	12,683	15.775	12,683	-
38	Subtotal			35,967	-	35,967	-
39	Demand Costs in Rates (line 32 + line 38)			37,381	-	37,381	-
					-		
	Union North West Zone Fuel Costs						
40	TCPL WDA STS Injection	15	2.667	41	3.089	47	6
41	TCPL SSMDA STS Withdrawal	28	3.415	95	3.882	108	13
42	TCPL WDA STS Withdrawal	31	3.415	106	3.882	121	15
43	Subtotal			242		276	34
	Union North East Zone Fuel Costs						
44	TCPL NCDA STS Injection	2	2.667	5	3.089	5	1
45	TCPL NCDA STS Withdrawal	8	3.415	26	3.882	29	4
46	TCPL Pkwy to EDA	8	3.415	29	3.882	33	4
47	TCPL Pkwy to EDA EMB	16	3.415	55	3.882	63	8
48	TCPL Pkwy to NDA	69	3.415	237	3.882	269	32
49	Subtotal			351		399	48
50	Fuel Costs in Rates (line 43 + line 49)			593	-	675	82
51	Total Storage Costs (line 39 + line 50)			37,974	-	38,056	82
52	Total Storage and Transportation Costs			93,461	-	93,757	296

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

 (2)
 EB-2018-0253, Tab 2, Schedule 2, p. 2, column (d) & (e).

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<u>U</u>	NION RATE ZONES
Allocation of Union North Tra	insportation and Storage Cost Changes by Zone

Line No.	Particulars (\$000's)	Total	Rate 01	Rate 10	Rate 20	Rate 100	Rate 25
		(a)	(b)	(c)	(d)	(e)	(f)
	Union North West Zone						
	Transportation Demand Costs						
1	EB-2018-0253 October 2018 QRAM	25,722	18,327	4,936	2,333	-	126
2	EB-2018-0315 January 2019 QRAM	25,722	18,327	4,936	2,333	-	126
3	Change in Costs (line 2 - line 1)	-	-	-	-	-	-
	Transportation Fuel Costs						
4	EB-2018-0253 October 2018 QRAM	579	388	117	68	-	6
5	EB-2018-0315 January 2019 QRAM	671	450	136	78	-	6
6	Change in Costs (line 5 - line 4)	92	61	19	11	-	1
7	Total Change in Transportation Costs (line 3 + line 6)	92	61	19	11	-	1
	Storage Demand Costs						
8	EB-2018-0253 October 2018 QRAM	1,414	1,089	247	78	-	-
9	EB-2018-0315 January 2019 QRAM	1,414	1,089	247	78	-	-
10	Change in Costs (line 9 - line 8)	-	-	-	-	-	-
	Storage Fuel Costs						
11	EB-2018-0253 October 2018 QRAM	242	163	49	30	-	-
12	EB-2018-0315 January 2019 QRAM	276	186	56	34	-	-
13	Change in Costs (line 12 - line 11)	34	23	7	4	-	-
14	Total Change in Storage Costs (line 10 + line 13)	34	23	7	4	-	-
15	Total Change in North West Zone Costs (line 7 + line 14)	126	84	25	15	-	1
	Union North East Zone						
	Transportation Demand Costs						
16	EB-2018-0253 October 2018 QRAM	27,090	18,055	6,596	1,878	-	561
17	EB-2018-0315 January 2019 QRAM	27,090	18,055	6,596	1,878	-	561
18	Change in Costs (line 17 - line 16)	-	-	-	-	-	-
	Transportation Fuel Costs						
19	EB-2018-0253 October 2018 QRAM	825	528	205	66	-	26
20	EB-2018-0315 January 2019 QRAM	948	606	236	76	-	29
21	Change in Costs (line 20 - line 19)	123	78	31	10	-	4
22	Total Change in Transportation Costs (line 18 + line 21)	123	78	31	10	-	4
	Storage Demand Costs						
23	EB-2018-0253 October 2018 QRAM	35,967	26,603	7,340	1,839	184	-
24	EB-2018-0315 January 2019 QRAM	35,967	26,603	7,340	1,839	184	-
25	Change in Costs (line 24 - line 23)	-	-	-	-	-	-
	Storage Fuel Costs						
26	EB-2018-0253 October 2018 QRAM	351	223	87	39	2	-
27	EB-2018-0315 January 2019 QRAM	399	253	99	45	2	-
28	Change in Costs (line 27 - line 26)	48	31	12	5	0	-
29	Total Change in Storage Costs (line 25 + line 28)	48	31	12	5	0	-
-						2	

30	Total Change in North East Zone Costs (line 22 + line 29)	171	109	42	15	0	4
	Common Costs						
31	EB-2018-0253 October 2018 QRAM	1,271	-	-	-	-	-
32	EB-2018-0315 January 2019 QRAM	1,271	-	-	-	-	-
33	Change in Costs (line 32 - line 31)	-	-	-	-	-	-
34	Total Change in Storage and Transportation Costs (line 15 + line 30)	296	193	68	30	0	5

Line No.	Derivation of Amounts for Recovery									
	Change in Gas Cost:									
1	Dawn Reference Price as per EB-2018-0315	(\$/10 ³ m ³)	15							
2	Dawn Reference Price as per EB-2018-0253	$($/10^3 m^3)$	13							
3	Change in Gas Cost (line 1 - line 2)	(\$/10 ³ m ³)	,							
4	Fuel and UFG volume: 2013 approved	(10 ³ m ³)	8							
5	Amount for Recovery - Fuel & UFG (line 3 x line 4)	(\$000's)								
6	Average Gas in Inventory: 2013 approved	(10 ³ m ³)	77							
7	Change in Gas Costs related to Inventory (line 3 x line 6)	(\$000's)								
8	Composite Rate of Return									
9	Amount for Recovery - Gas in Storage (line 7 x line 8)	(\$000's)								
10	Total Gas Cost Change to Distribution Rates (line 5 + line 9)	(\$000's)								

	Rate Class	Fuel & Cost Allocation (2) (\$000's) (a)	Unaccounted for Gas Allocation Factor (%) (b)	Amount for Recovery (\$000's) (c)	Gas in Cost Allocation (3) (\$000's) (d)	Storage Carrying C Allocation Factor (%) (e)	Costs Amount for Recovery (\$000's) (f)	Total Gas Cost Change to Distribution Rates (\$000's) (g) = (c + f)	Current Approved Distribution Volume (4) (10 ³ m ³) (h)	Unit Rate Change (5) (cents/m ³) (i) = (g / h)
11	R01	1,615	24.64%	379	21,804	18.30%	121	500	886,340	0.0564
12	R10	508	7.76%	119	5,717	4.80%	32	151	325,962	0.0463
13	R20	181	2.76%	42	1,533	1.29%	8	51	604,555	0.0084
14	R25	-	0.00%	-	-	0.00%	-	-	159,555	-
15	R100	6	0.09%	1	107	0.09%	1	2	1,814,105	0.0001
16	M1	2,466	37.62%	- 578	60,609	50.86%	336	914	2,808,296	0.0325
17	M2	824	12.57%	193	20,667	17.34%	114	308	1,079,737	0.0285
18	M4	342	5.22%	80	3,024	2.54%	17	97	339,216	0.0286
19	M5A	431	6.57%	101	4,078	3.42%	23	124	450,088	0.0275
20	M7	127	1.94%	30	1,113	0.93%	6	36	119,242	0.0302
21	M9	54	0.83%	13	511	0.43%	3	16	60,750	0.0256
22	M10	0	0.00%	0	5	0.00%	0	0	189	0.0364
									(GJ)	(\$/GJ)
23	T1	-	0.00%	-	-	0.00%	18	18 (5)		0.036
24	T2	-	0.00%	-	-	0.00%	55	55 (5)		0.036
25	ТЗ	-	0.00%	-	-	0.00%	-	- (5)		-
26	M12	-	0.00%	-	-	0.00%	-	- (5)		
27	M13	-	0.00%	4	-	0.00%	-	4 (5)		0.001
28	M16	-	0.00%	15	-	0.00%	-	15 (5)(6		
29	C1	-	0.00%	-	-	0.00%	-	- (5)		
30	Total	6,554	100.00%	1,557	119,168	100.00%	732	2,289		

<u>Notes:</u> (1)

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%
Short-Term Debt	64.00%	1.31% _	0.84%

(2) EB-2011-0210, Decision Cost Study, Operating Expenses, A. Cost of Gas & Production, (2) EB-2011-0210, Decision Cost Study, Operating Expenses, A. Cost of Gas & Houdeton 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.

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UNION RATE ZONES Derivation of Unit Rate Changes related to Gas Costs in Distribution Rates Effective January 1, 2019

150.971	
132.809	
18.162	

85,662 1,557 774,843 14,073

<u>5.18%</u> (1) <u>732</u>

2,289

Derivation of Unit Rate Changes by Rate Class

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

M16 Storage Transportation Service

who otorage mansponation	Oervice		
	Billing Units	Rate Change	Cost Recovery
	(GJs)	(\$/GJ)	(\$000's)
Charges West of Dawn:			
Fuel & UFG to Dawn	4,098,775	0.001	3
Fuel & UFG to Pool	4,098,775	0.002	9
Charges East of Dawn:			
Fuel & UFG to Dawn	2,137,619	0.001	2
Fuel & UFG to Pool	2,137,619	0.001	2
Total Rate M16			15
			_

UNION RATE ZONES Derivation of Amounts and Unit Rates for Prospective Recovery

Line No.	Particulars		Units	North West PGVA (179-147)	North East PGVA (179-148)	Norti Tolls (179
	Deferral Amounts for Recovery			(a)	(b)	
	Change in 12-month deferral account projection:					
1	12-month projection from current QRAM application	(1)	(\$000's)	-	20,044	
2	Less: Projection from previous QRAM application	(2)	(\$000's)	(0)	21,809	
3	Change (Line 1 - Line 2)	()		0	(1,765)	
	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)	(128)	282	
5	Current projected deferral amount	(4)	(\$000's)	3,109	13,975	
6	Less: Previous projection included in recovery	(2)	(\$000's)	(1,365)	545	
7	Variance (Line 4 + Line 5 - Line 6)		(\$000's)	4,346	13,712	
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)		(\$000's)	4,347	11,947	
	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:		(\$222)	(22.1)		
9	Forecast prospective recovery amount		(\$000's)	(284)	(495)	
10	Less: Actual prospective recovery amount		(\$000's)	(322)	(231)	
11	Variance (Line 9 - Line 10)		(\$000's)	38	(264)	
12	Total Amount for Prospective Recovery (Line 8 + Line 11)		(\$000's)	4,385	11,683	
	Calculation of Current Unit Rate for Prospective Recovery					
13	Applicable Forecast Billing Units (January 1, 2019 to December 31, 2019)	(2)	(10 ³ m ³)	315,585	774,318	3
14	Current QRAM Unit Rate (Line 12 / Line 13 * 100)		(cents/m ³)	1.3895	1.5088	
	Summary of Unit Rates					
15	Expiring Unit Rate Q1	(2)	(cents/m ³)	(0.5589)	(0.4598)	(
16	Unit Rate Q1 Expiring rider replaced by new rider (Line 14)	(2)	(cents/m ³)	1.3895	1.5088	
17	Unit Rate Q2	(2)	(cents/m ³)	(0.7835)	0.6317	
18	Unit Rate Q3	(2)	(cents/m ³)	· -	-	
19	Unit Rate Q4	(2)	(cents/m ³)	(0.6702)	1.8470	
20	Total Unit Rate - Prospective Recovery	(2)	(cents/m ³)	(0.0642)	3.9875	
			2			
21	Change in Unit Rate (Line 15 - Line 16)		(cents/m ³)	1.9484	1.9686	

<u>Notes:</u> (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.

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North West	North East
Tolls & Fuel	Tolls & Fuel
(179-145)	(179-146)
(c)	(d)
95	(7,147)
(7)	(92)
101	(7,056)
982	154
97	(1,078)
<u>963</u>	(134)
116	(791)
218	(7,847)
(8)	(116)
<u>11</u>	63
(19)	(179)
198	(8,026)
395,789	1,025,349
0.0501	(0.7827)
(0.0287)	0.1193
0.0501	(0.7827)
0.0420	(0.1665)
-	-
0.1722	(0.0923)
0.2643	(1.0415)

0.0788 (0.9020)

UNION RATE ZONES <u>Derivation of Amounts and Unit Rates for Prospective Recovery</u>

Line No.	Particulars		Units	South PGVA (179-106)	Inventory Revaluation (179-109)	Load Balancing Rate 01 (179-107)	Load Balancing Rate 10 (179-107)	Load Balancing Rate 20 (179-107)	Spot Gas Variance Acct (179-107)	Total
				(e)	(f)	(g)	(h)	(i)	(j)	(k) = sum (a):(j)
	Deferral Amounts for Recovery									
1	Change in 12-month deferral account projection: 12-month projection from current QRAM application	(1)	(\$000's)	52,390	(22.152)					42 220
1	Less: Projection from previous QRAM application	(1) (2)	(\$000's) (\$000's)	62,819	(22,152) (12,710)	-	-	-	-	43,229 71,819
2	Change (Line 1 - Line 2)	(2)	(\$000 \$)	(10,429)	(9,443)					(28,591)
	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:	(0)		40.074						4 007
4	Actual deferral amount	(3)	(\$000's)	16,274	(12,756)	-	-	-	-	4,807
5	Current projected deferral amount	(4) (2)	(\$000's)	55,803	5	-	-	-	-	71,911
6	Less: Previous projection included in recovery Variance (Line 4 + Line 5 - Line 6)	(2)	(\$000's) (\$000's)	<u> </u>	<u> </u>	-	-	-	-	<u> </u>
1	Vallance (Line 4 + Line 5 - Line 6)		(\$000's)		(12,764)				<u>-</u>	59,952
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)		(\$000's)	44,903	(22,207)	-	-	-	-	31,361
9	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)	(386)	1,571	-	_	0	(1)	281
10	Less: Actual prospective recovery amount		(\$000's)	2,211	1,139	(0)	(0)	2	(2)	2,871
11	Variance (Line 9 - Line 10)		(\$000's)	(2,597)	432	0	0	(1)	1	(2,590)
12	Total Amount for Prospective Recovery (Line 8 + Line 11)		(\$000's)	42,306	(21,775)	0	0	(1)	1	28,771
	Calculation of Current Unit Rate for Prospective Recovery									
13	Applicable Forecast Billing Units (January 1, 2019 to December 31, 2019)	(2)	(10 ³ m ³)	3,524,918	4,614,821	975,438	338,306	107,393	315,585	
14	Current QRAM Unit Rate (Line 12 / Line 13 * 100)		(cents/m ³)	1.2002	(0.4718)	-	-	(0.0014)	0.0002	
	Summary of Unit Rates									
15	Expiring Unit Rate Q1	(2)	(cents/m ³)	0.0303	0.0658	-	-	0.0011	(0.0010)	
16	Unit Rate Q1 Expiring rider replaced by new rider (Line 14)	(2)	(cents/m ³)	1.2002	(0.4718)	-	-	(0.0014)	0.0002	
17	Unit Rate Q2	(2)	(cents/m ³)	0.5380	0.0121	-	-	0.0006	0.0002	
18	Unit Rate Q3	(2)	(cents/m ³)	-	-	-	-	-	-	
19	Unit Rate Q4	(2)	(cents/m ³)	1.6128	(0.3045)	-	-	0.0007	0.0734	
20	Total Unit Rate - Prospective Recovery	(-)	(cents/m ³)	3.3510	(0.7642)	-	-	(0.0001)	0.0738	
21	Change in Unit Rate (Line 15 - Line 16)		(cents/m ³)	1.1699	(0.5376)	-	-	(0.0025)	0.0012	

<u>Notes:</u>
(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 except Inventory Revaluation (179-109), which is Tab 1, Schedule 2, p.1., Lines 8+9+10.
(4) Tab 1, Schedule 2, p. 1, Lines 10+11+12 except Inventory Revaluation (179-109), which is Tab 1, Schedule 2, p.1, Lines 11+12.

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UNION RATE ZONES Summary of Unit Rates for Prospective Recovery

Line No.	Particulars (cents/m ³)	EB-2018-0253 Effective October 1, 2018 Unit Rate for Prospective Recovery (1)	Change in Rider (2)	EB-2018-0315 Effective January 1, 2019 Unit Rate for Prospective Recovery (3)
		(a)	(b)	(c) = (a + b)
	Commedity Unit Dates for Droopsetive Decovery			
	Commodity Unit Rates for Prospective Recovery			
	Union North West			
1	Union North West Purchase Gas Variance Account	(2.0126)	1.9484	(0.0642)
2	Inventory Revaluation	(0.2266)	(0.5376)	(0.7642)
3	Spot Gas	0.0726	0.0012	0.0738
4	Total Union North West Commodity Unit Rate	(2.1666)	1.4120	(0.7546)
	Union North East			
5	Union North East Purchase Gas Variance Account	2.0189	1.9686	3.9875
6	Inventory Revaluation	(0.2266)	(0.5376)	(0.7642)
7	Spot Gas (4)	<u> </u>	-	
8	Total Union North East Commodity Unit Rate	1.7923	1.4310	3.2233
	Union South			
9	South Purchase Gas Variance Account	2.1811	1.1699	3.3510
10	Inventory Revaluation	(0.2266)	(0.5376)	(0.7642)
11	Total South Commodity Unit Rate	1.9545	0.6323	2.5868
	<u>Union North West</u> Rate 01			
12	Load Balancing	-	-	-
13	Union North West Tolls & Fuel Account	0.1855	0.0788	0.2643
14	Total Rate 01	0.1855	0.0788	0.2643
	Rate 10			
15	Load Balancing	-	-	-
16	Union North West Tolls & Fuel Account	0.1855	0.0788	0.2643
17	Total Rate 10	0.1855	0.0788	0.2643
	Rate 20			
18	Load Balancing	0.0024	(0.0025)	(0.0001)
19	Union North West Tolls & Fuel Account	0.1855	0.0788	0.2643
20	Total Rate 20	0.1879	0.0763	0.2642
	<u>Union North East</u> Rate 01			
21	Load Balancing	-	-	-
22	Union North East Tolls & Fuel Account	(0.1395)	(0.9020)	(1.0415)
23	Total Rate 01	(0.1395)	(0.9020)	(1.0415)
	Rate 10			
24	Load Balancing	-	-	-
25	Union North East Tolls & Fuel Account	(0.1395)	(0.9020)	(1.0415)
00				

		(/	()	(/
26	Total Rate 10	(0.1395)	(0.9020)	(1.0415)
	Rate 20			
27	Load Balancing	0.0024	(0.0025)	(0.0001)
28	Union North East Tolls & Fuel Account	(0.1395)	(0.9020)	(1.0415)
29	Total Rate 20	(0.1371)	(0.9045)	(1.0416)

Notes:

- (1) EB-2018-0253, Tab 2, Schedule 4, p.3, Column (c).
- Tab 2, Schedule 4, p. 1-2, line 21.
- (2) (3) (4)
- Tab 2, Schedule 4, p. 1-2, line 20.Effective October 2018 QRAM the Spot Gas Variance Account rider is related to Union North West Zone only.

UNION RATE ZONES Union South General Service Customer Bill Impacts

		(Annual	Rate M1 - Residential (Annual Consumption of 2,200 m ³)		Rate M2 - Commercial (Annual Consumption of 73,000 m ³)			
		EB-2018-0253 Approved 01-Oct-18	EB-2018-0315 Proposed 01-Jan-19		EB-2018-0253 Approved 01-Oct-18	EB-2018-0315 Proposed 01-Jan-19		
Line	Dertieulere	Total	Total	Impact	Total	Total	Impact	
No.	Particulars	Bill (\$) (1) (a)	Bill (\$) (1) (b)	(\$) (c) = (b) - (a)	Bill (\$) (1) (d)	Bill (\$) (1) (e)	(\$) (f) = (e) - (d)	
	Delivery Charges							
1	Monthly Charge	252.00	252.00	-	840.00	840.00	-	
2	Delivery Commodity Charge	105.76	106.45	0.69	3,596.30	3,617.12	20.82	
3	Storage Services	16.12	16.12	-	473.26	473.26	-	
4	Total Delivery Charge	373.88	374.57	0.69	4,909.56	4,930.38	20.82	
	Supply Charges							
5	Transportation to Union	-	-	-	-	-	-	
6	Commodity	290.12	330.08	39.96	9,627.10	10,952.91	1,325.81	
7	Prospective Recovery - Commodity	43.00 (2)	56.91 (3)	13.91	1,426.78 (2)	1,888.36 (3)	461.58	
8	Subtotal	333.12	386.99	53.87	11,053.88	12,841.27	1,787.39	
9	Total Gas Supply Charge	333.12	386.99	53.87	11,053.88	12,841.27	1,787.39	
10	Total Bill	707.00	761.56	54.56	15,963.44	17,771.65	1,808.21	
	Impacts			- / - 0				
11	Sales Service			54.56			1,808.21	
12	Direct Purchase			0.69			20.82	
13	Total Bill Impact			7.7%			11.3%	
14	Commodity Bill Impact			16.2% (4)			16.2% (4)	

Notes:

(1) Excludes temporary charges/(credits).

(2) Prospective recovery charge of 1.9545 cents/m³ for 12 months.

(3) Prospective recovery charge of 2.5868 cents/m³ 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 8.

UNION RATE ZONES Union North General Service Customer Bill Impacts

		Union North West Rate 01 - Residential (Annual Consumption of 2,200 m³)			Union North East Rate 01 - Residential (Annual Consumption of 2,200 m³)			
Line		EB-2018-0253 Approved 01-Oct-18	EB-2018-0315 Proposed 01-Jan-19	Impact	EB-2018-0253 Approved 01-Oct-18	EB-2018-0315 Proposed 01-Jan-19	Impact	
No.	Particulars	Total Bill (\$) (1) (a)	Total Bill (\$) (1) (b)	(\$) (c) = (b) - (a)	<u>Total Bill (\$) (1)</u> (d)	Total Bill (\$) (1) (e)	(\$) (f) = (e) - (d)	
		(a)	(0)	(0) = (0) - (a)	(u)	(8)	(1) = (e) - (u)	
	Delivery Charges							
1	Monthly Charge	252.00	252.00	-	252.00	252.00	-	
2	Delivery Commodity Charge	202.87	204.10	1.23	202.87	204.10	1.23	
3	Total Delivery Charge	454.87	456.10	1.23	454.87	456.10	1.23	
	Supply Charges							
4	Transportation to Union	146.95	147.45	0.50	60.53	60.81	0.28	
5	Prospective Recovery - Transportation	4.09 (2)	5.82 (3)	1.73	(3.07) (4)	(22.91) (5)	(19.84)	
6	Storage Services	48.41	48.59	0.18	140.61	140.70	0.09	
7	Prospective Recovery - Storage	-	-	-	-	-	-	
8	Subtotal	199.45	201.86	2.41	198.07	178.60	(19.47)	
9	Commodity	232.34	268.46	36.12	296.35	336.30	39.95	
10	Prospective Recovery - Commodity & Fuel	(47.66) (6)	(16.58) (7)	31.08	39.42 (8)		31.49	
11	Subtotal	184.68	251.88	67.20	335.77	407.21	71.44	
12	Total Gas Supply Charge	384.13	453.74	69.61	533.84	585.81	51.97	
13	Total Bill	839.00	909.84	70.84	988.71	1,041.91	53.20	
	Impacts							
14	Sales Service			70.84			53.20	
15	Direct Purchase			3.64			(18.24)	
16	Total Bill Impact			8.4%			5.4%	
17	Commodity Bill Impact			36.4% (10)			21.3% (10)	

Notes:

(1) Excludes temporary charges/(credits).

(2) Prospective recovery charge of 0.1855 cents/m³ for 12 months.

(3) Prospective recovery charge of 0.2643 cents/m³ for 12 months.

(4) Prospective recovery charge of (0.1395) cents/ m^3 for 12 months.

(5) Prospective recovery charge of (1.0415) cents/m³ for 12 months.

(6) Prospective recovery charge of (2.1666) cents/ m^3 for 12 months.

(7) Prospective recovery charge of (0.7546) cents/m³ for 12 months.

(8) Prospective recovery charge of 1.7923 cents/m³ for 12 months.

(9) Prospective recovery charge of 3.2233 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 11.

UNION RATE ZONES Union North General Service Customer Bill Impacts

			Union North West 0 - Commercial / Industri Consumption of 93,000 r		Union North East Rate 10 - Commercial / Industrial (Annual Consumption of 93,000 m³)			
Line No.	Particulars	EB-2018-0253 Approved 01-Oct-18 Total Bill (\$) (1)	EB-2018-0315 Proposed 01-Jan-19 Total Bill (\$) (1)	Impact (\$)	EB-2018-0253 Approved 01-Oct-18 Total Bill (\$) (1)	EB-2018-0315 Proposed 01-Jan-19 Total Bill (\$) (1)	Impact (\$)	
		(a)	(b)	(c) = (b) - (a)	(d)	(e)	(f) = (e) - (d)	
	Delivery Charges							
1	Monthly Charge	840.00	840.00	-	840.00	840.00	-	
2	Delivery Commodity Charge	6,065.97	6,109.04	43.07	6,065.97	6,109.04	43.07	
3	Total Delivery Charge	6,905.97	6,949.04	43.07	6,905.97	6,949.04	43.07	
	Supply Charges							
4	Transportation to Union	5,439.30	5,460.31	21.01	2,345.28	2,356.16	10.88	
5	Prospective Recovery - Transportation	172.52 (2)	245.80 (3)	73.28	(129.74) (4)	(968.60) (5)	(838.86)	
6	Storage Services	1,543.43	1,551.72	8.29	4,233.36	4,237.82	4.46	
7	Prospective Recovery - Storage	-	-	-	-	-	-	
8	Subtotal	7,155.25	7,257.83	102.58	6,448.90	5,625.38	(823.52)	
9	Commodity	9,822.02	11,348.23	1,526.21	12,527.29	14,216.35	1,689.06	
10	Prospective Recovery - Commodity & Fuel	(2,014.93) (6)	(701.77) (7)	1,313.16	1,666.84 (8)	2,997.67 (9)	1,330.83	
11	Subtotal	7,807.09	10,646.46	2,839.37	14,194.13	17,214.02	3,019.89	
12	Total Gas Supply Charge	14,962.34	17,904.29	2,941.95	20,643.03	22,839.40	2,196.37	
13	Total Bill	21,868.31	24,853.33	2,985.02	27,549.00	29,788.44	2,239.44	
	Impacts							
14	Sales Service			2,985.02			2,239.44	
15	Direct Purchase			145.65			(780.45)	
16	Total Bill Impact			13.6%			8.1%	
17	Commodity Bill Impact			36.4% (10)			21.3% (10	

Notes:

(1) Excludes temporary charges/(credits).

(2) Prospective recovery charge of 0.18550 cents/m³ for 12 months.

(3) Prospective recovery charge of 0.2643 cents/m³ for 12 months.

(4) Prospective recovery charge of (0.1395) cents/m³ for 12 months.

(5) Prospective recovery charge of (1.0415) cents/m³ for 12 months.

(6) Prospective recovery charge of (2.1666) cents/m³ for 12 months.

(7) Prospective recovery charge of (0.7546) cents/m³ for 12 months.

(8) Prospective recovery charge of 1.7923 cents/m³ for 12 months.

(9) Prospective recovery charge of 3.2233 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 11.

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Appendix ASummary of Changes to RatesAppendix BRate SchedulesAppendix CSummary of Average Rate and Price Adjustment ChangesAppendix DCustomer NoticesAppendix EMiscellaneous Non-Energy ChargesAppendix FUnit Rates for Prospective Recovery/(Refund) & One-Time Adjustments, and
Storage and Transportation Service (Ex-Franchise) Amounts for Disposition

ENBRIDGE GAS INC. Union North Summary of Changes to Sales Rates Rate 01A - Small Volume General Firm Service

Line No.	Particulars (cents/m ³)	EB-2018-0253 Approved October 1, 2018 Rate (a)	Rate Change (b)	EB-2018-0315 Approved January 1, 2019 Rate (c)
1	Monthly Charge - All Zones	\$21.00		\$21.00
	Monthly Delivery Charge - All Zones			
2	First 100 m ³	9.3755	0.0564	9.4319
3	Next 200 m ³	9.1356	0.0564	9.1920
4	Next 200 m ³	8.7563	0.0564	8.8127
5	Next 500 m ³	8.4081	0.0564	8.4645
6	Over 1,000 m ³	8.1204	0.0564	8.1768
7	Delivery - Price Adjustment (All Volumes)	0.5323 (1)	(0.3084)	0.2239 (2)
8	Cap-and-Trade Customer-Related Charge - Price Adjustment	(0.0358) (3)	0.0358	-
9	Cap-and-Trade Facility-Related Charge - Price Adjustment	(0.1122) (4)	0.1122	
	Gas Transportation Service			
10	Union North West Zone	6.6802	0.0229	6.7031
11	Union North East Zone	2.7516	0.0119	2.7635
12	Transportation - Price Adjustment (Union North West)	0.1857 (5)	(1.2250)	(1.0393) (7)
13	Transportation - Price Adjustment (Union North East)	(0.1328) (6)	(0.7273)	(0.8601) (8)
	Storage Service			
14	Union North West Zone	2.2005	0.0089	2.2094
15	Union North East Zone	6.3909	0.0048	6.3957
16	Storage - Price Adjustment (Union North West)	0.0493 (9)	(0.0493)	-
17	Storage - Price Adjustment (Union North East)	0.0787 (10)	(0.0787)	-
	Commodity Cost of Gas and Fuel			
18	Union North West Zone	10.5613	1.6411	12.2024
19	Union North East Zone	13.4702	1.8162	15.2864
20	Commodity and Fuel - Price Adjustment (Union North West)	(2.1668) (11)	1.4122	(0.7546) (12)
21	Commodity and Fuel - Price Adjustment (Union North East)	1.7921 (11)	1.4312	3.2233 (12)
22	System Expansion Surcharge (if applicable)	23.0000		23.0000

Notes:

(1) Includes a temporary credit of (0.0391) cents/m³ expiring March 31, 2019, a temporary charge of 0.0644 cents/m³ for the period February 1, 2018 to December 31, 2018, and a temporary charge of 0.5070 cents/m³ expiring December 31, 2018.

(2) Includes a temporary credit of (0.0391) cents/m³ expiring March 31, 2019, a temporary charge of 0.2630 cents/m³ expiring June 30, 2019.

(3) Includes a temporary credit of (0.0358) cents/m³ expiring December 31, 2018.

(4) Includes a temporary credit of (0.1122) cents/m³ expiring December 31, 2018.

(5) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.0002 cents/m³ 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/m³ for the period February 1, 2018 to December 31, 2018.

(7) Prospective Recovery of gas supply deferral accounts, and a temporary credit of (1.3036) cents/m³ expiring June 30, 2019.

(8) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.1814 cents/m³ expiring June 30, 2019.

(9) Includes a temporary charge of 0.0493 cents/m³ for the period February 1, 2018 to December 31, 2018.

(10) Includes a temporary charge of 0.0787 cents/m³ for the period February 1, 2018 to December 31, 2018.

(11) Prospective Recovery of gas supply deferral accounts, and a temporary credit of (0.0002) cents/m³ for the period February 1, 2018 to December 31, 2018.

(12) Prospective Recovery of gas supply deferral accounts.

ENBRIDGE GAS INC. Union North Summary of Changes to Sales Rates Rate 10 - Large Volume General Firm Service

Line No.	Particulars (cents/m ³)	EB-2018-0253 Approved October 1, 2018 <u>Rate</u> (a)	Rate Change (b)	EB-2018-0315 Approved January 1, 2019 Rate (c)
1	Monthly Charge - All Zones	\$70.00		\$70.00
	Monthly Delivery Charge - All Zones			
2	First 1,000 m ³	7.9011	0.0463	7.9474
3	Next 9,000 m ³	6.4155	0.0463	6.4618
4	Next 20,000 m ³	5.7447	0.0463	5.7910
5	Next 70,000 m ³	5.1855	0.0463	5.2318
6	Over 100,000 m ³	3.0670	0.0463	3.1133
7	Delivery - Price Adjustment (All Volumes)	0.0494 (1)	(0.0512)	(0.0018) (2)
8	Cap-and-Trade Customer-Related Charge - Price Adjustment	(0.6064) (3)	0.6064	_
9	Cap-and-Trade Facility-Related Charge - Price Adjustment	(0.0754) (4)	0.0754	-
	Gas Transportation Service			
10	Union North West Zone	5.8487	0.0226	5.8713
11	Union North East Zone	2.5218	0.0117	2.5335
12	Transportation - Price Adjustment (Union North West)	0.1855 (5)	(0.8511)	(0.6656) (7)
13	Transportation - Price Adjustment (Union North East)	(0.1368) (6)	(0.7633)	(0.9001) (8)
	Storage Service			
14	Union North West Zone	1.6596	0.0089	1.6685
15	Union North East Zone	4.5520	0.0048	4.5568
16	Storage - Price Adjustment (Union North West)	0.0316 (9)	(0.0316)	-
17	Storage - Price Adjustment (Union North East)	0.0502 (10)	(0.0502)	-
	Commodity Cost of Gas and Fuel			
18	Union North West Zone	10.5613	1.6411	12.2024
19	Union North East Zone	13.4702	1.8162	15.2864
20	Commodity and Fuel - Price Adjustment (Union North West)	(2.1668) (11)	1.4122	(0.7546) (12)
21	Commodity and Fuel - Price Adjustment (Union North East)	1.7921 (11)	1.4312	3.2233 (12)
22	System Expansion Surcharge (if applicable)	23.0000		23.0000

Notes:

(1) Includes a temporary credit of (0.1115) cents/m³ expiring March 31, 2019, a temporary charge of 0.0404 cents/m³ for the period February 1, 2018 to December 31,

2018, and a temporary charge of 0.1205 cents/m³ expiring December 31, 2018.

(2) Includes a temporary credit of (0.1115) cents/m³ expiring March 31, 2019, and a temporary charge of 0.1097 cents/m³ expiring June 30, 2019.

(3) Includes a temporary credit of (0.6064) cents/m³ expiring December 31, 2018.

(4) Includes a temporary credit of (0.0754) cents/m³ expiring 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/m³ for the period February 1, 2018 to December 31, 2018.

- (7) Prospective Recovery of gas supply deferral accounts, and a temporary credit of (0.9299) cents/m³ expiring June 30, 2019.
- (8) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.1414 cents/m³ expiring June 30, 2019.

(9) Includes a temporary charge of 0.0316 cents/m³ for the period February 1, 2018 to December 31, 2018.

(10) Includes a temporary charge of 0.0502 cents/m³ for the period February 1, 2018 to December 31, 2018.

(11) Prospective Recovery of gas supply deferral accounts, and a temporary credit of (0.0002) cents/m³ for the period February 1, 2018 to December 31, 2018.

(12) Prospective Recovery of gas supply deferral accounts.

ENBRIDGE GAS INC. Union North Summary of Changes to Sales Rates Rate 20 - Medium Volume Firm Service

Line No.	Particulars (cents/m ³)	EB-2018-0253 Approved October 1, 2018 Rate	Rate Change	EB-2018-0315 Approved January 1, 2019 Rate
		(a)	(b)	(c)
1	Monthly Charge	\$860.69		\$860.69
	Delivery Demand Charge			
2	First 70,000 m ³	28.6515		28.6515
3	All over 70,000 m ³	16.8485		16.8485
	Delivery Commodity Charge			
4	First 852,000 m ³	0.5384	0.0084	0.5468
5	All over 852,000 m ³	0.3843	0.0084	0.3927
	Monthly Gas Supply Demand Charge			
6	Union North West Zone	56.0632	0.3011	56.3643
7	Union North East Zone	47.6267	0.2383	47.8650
8	Gas Supply Demand - Price Adjustment (All Zones)			-
	Commodity Transportation 1			
9	Union North West Zone	3.5201	0.0205	3.5406
10	Union North East Zone	2.2174	0.0089	2.2263
11	Transportation 1 - Price Adjustment (Union North West)	0.1879 (1)	0.0763	0.2642 (1)
12	Transportation 1 - Price Adjustment (Union North East)	(0.1371) (1)	(0.9045)	(1.0416) (1)
	Commodity Transportation 2			
13	Union North West Zone	-		-
14	Union North East Zone	-		-
	Commodity Cost of Gas and Fuel			
15	Union North West Zone	10.2946	1.5989	11.8935
16	Union North East Zone	13.1287	1.7695	14.8982
17	Commodity and Fuel - Price Adjustment (Union North West)	(2.1666) (1)	1.4120	(0.7546) (1)
18	Commodity and Fuel - Price Adjustment (Union North East)	1.7923 (1)	1.4310	3.2233 (1)
	Bundled Storage Service (\$/GJ)			
19	Monthly Demand Charge	19.093		19.093
20	Commodity Charge	0.208	0.003	0.211
21	Storage Demand - Price Adjustment			

Notes:

(1) Prospective Recovery of gas supply deferral accounts.

ENBRIDGE GAS INC. Union North Summary of Changes to Sales Rates Rate 100 - Large Volume High Load Factor Firm Service

Line No.	Particulars (cents/m³)	EB-2018-0253 Approved October 1, 2018 Rate	Rate Change	EB-2018-0315 Approved January 1, 2019 Rate
		(a)	(b)	(c)
1	Monthly Charge	\$1,341.41		\$1,341.41
	Delivery Demand Charge			
2	All Zones	15.0877		15.0877
	Delivery Commodity Charge			
3	All Zones	0.2200	0.0001	0.2201
	Monthly Gas Supply Demand Charge			
4	Union North West Zone	109.9130	0.6397	110.5527
5	Union North East Zone	154.8340	0.8394	155.6734
6	Gas Supply Demand - Price Adjustment (All Zones)	-		-
	Commodity Transportation 1			
7	Union North West Zone	6.1684	0.0359	6.2043
8	Union North East Zone	8.8587	0.0480	8.9067
9	Transportation 1 - Price Adjustment (Union North West)	-		-
10	Transportation 1 - Price Adjustment (Union North East)	-		-
	Commodity Transportation 2			
11	Union North West Zone	-		-
12	Union North East Zone	-		-
	Commodity Cost of Gas and Fuel			
13	Union North West Zone	10.2946	1.5989	11.8935
14	Union North East Zone	13.1287	1.7695	14.8982
15	Commodity and Fuel - Price Adjustment (Union North West)	(2.1666) (1)	1.4120	(0.7546) (1)
16	Commodity and Fuel - Price Adjustment (Union North East)	1.7923 (1)	1.4310	3.2233 (1)
	Bundled Storage Service (\$/GJ)			
17	Monthly Demand Charge	19.093		19.093
18	Commodity Charge	0.208	0.003	0.211
19	Storage Demand - Price Adjustment	-		-

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

Line No.	Particulars (cents/m³)	EB-2018-0253 Approved October 1, 2018 Rate (a)	Rate Change (b)	EB-2018-0315 Approved January 1, 2019 Rate (c)
1	Rate 25 - Large Volume Interruptible Service Monthly Charge	\$289.76		\$289.76
2	Delivery Charge - All Zones (1) Maximum	5.2439	0.0416	5.2855
3 4	Gas Supply Charges - All Zones Minimum Maximum	1.4848 675.9484		1.4848 675.9484

Notes: (1) Refer to Appendix C.

Line No.	Particulars (cents/m ³)	EB-2018-0253 Approved October 1, 2018 <u>Rate</u> (a)	Rate Change (b)	EB-2018-0315 Approved January 1, 2019 Rate (c)
	<u>Utility Sales</u>			
1	Commodity and Fuel	13.1878	1.8162	15.0040
2	Commodity and Fuel - Price Adjustment	1.9543 (1)	1.0812	3.0355 (2)
3	Transportation			-
4	Total Gas Supply Commodity Charge	15.1421	2.8974	18.0395
	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 Monthly demand charges: (\$/GJ)	<u>\$/GJ</u>		<u>\$/GJ</u>
7	Firm gas supply service	57.598		57.598
8	Firm backstop gas	1.491	0.138	1.629
	Commodity charges:			
9	Gas supply	3.415	0.467	3.882
10	Backstop gas	3.858	0.474	4.332
11	Reasonable Efforts Backstop Gas	4.885	0.475	5.361
12	Supplemental Inventory	Note (3)		Note (3)
13	Supplemental Gas Sales Service (cents/m³)	16.2320	1.9324	18.1644
14	Failure to Deliver	2.824	0.008	2.832
15	Discretionary Gas Supply Service (DGSS)	Note (4)		Note (4)

Notes:

(1) Prospective Recovery of gas supply deferral accounts, and a temporary credit of (0.0002) cents/m³ for the period February 1, 2018 to December 31, 2018.

(2) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.4487 cents/m³ expiring June 30, 2019.

(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 gas supply administration charge.

Line No.	Particulars (cents/m³)	EB-2018-0253 Approved October 1, 2018 Rate (a)	Rate Change (b)	EB-2018-0315 Approved January 1, 2019 Rate (c)
	Rate M1 - Small Volume General Service Rate		(6)	
1	Monthly Charge	\$21.00		\$21.00
2	First 100 m ³	5.0777	0.0325	5.1102
3	Next 150 m ³	4.8140	0.0325	4.8465
4	All over 250 m ³	4.1326	0.0325	4.1651
5	Delivery - Price Adjustment (All Volumes)	0.7823 (1)	(0.5380)	0.2443 (2)
6	Cap-and-Trade Customer-Related Charge - Price Adjustment	(0.2101) (3)	0.2101	-
7	Cap-and-Trade Facility-Related Charge - Price Adjustment	(0.0476) (4)	0.0476	-
8	Storage Service	0.7331		0.7331
9	Storage - Price Adjustment	0.0039 (5)	(0.0039)	-
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 ³	5.0510	0.0285	5.0795
13	Next 6,000 m ³	4.9552	0.0285	4.9837
14	Next 13,000 m ³	4.7739	0.0285	4.8024
15	All over 20,000 m ³	4.4236	0.0285	4.4521
16	Delivery - Price Adjustment (All Volumes)	0.2924 (6)	(0.4060)	(0.1136) (7)
17	Cap-and-Trade Customer-Related Charge - Price Adjustment	(0.4772) (8)	0.4772	-
18	Cap-and-Trade Facility-Related Charge - Price Adjustment	(0.0197) (9)	0.0197	-
19	Storage Service	0.6483		0.6483
20	Storage - Price Adjustment	0.0049 (10)	(0.0049)	-
21	System Expansion Surcharge (if applicable)	23.0000		23.0000

Notes:

(1) Includes a temporary charge of 0.2716 cents/m³ expiring March 31, 2019, a temporary charge of 0.0825 cents/m³ for the period February 1, 2018 to December 31,

2018, and a temporary charge of 0.4282 cents/m³ expiring December 31, 2018.

(2) Includes a temporary charge of 0.2716 cents/m³ expiring March 31, 2019, and a temporary credit of (0.0273) cents/m³ expiring June 30, 2019.

(3) Includes a temporary credit of (0.2101) cents/m³ expiring December 31, 2018.

(4) Includes a temporary credit of (0.0476) cents/m³ expiring December 31, 2018.

(5) Includes a temporary charge of 0.0039 cents/m³ for the period February 1, 2018 to December 31, 2018.

(6) Includes a temporary charge of 0.1127 cents/m³ expiring March 31, 2019, a temporary charge of 0.0854 cents/m³ for the period February 1, 2018 to December 31,

2018, and a temporary charge of 0.0943 cents/m³ expiring December 31, 2018.
(7) Includes a temporary charge of 0.1127 cents/m³ expiring March 31, 2019, and a temporary credit of (0.2263) cents/m³ expiring June 30, 2019.

(8) Includes a temporary credit of (0.4772) cents/m³ expiring December 31, 2018.

(9) Includes a temporary credit of (0.0197) cents/m³ expiring December 31, 2018.

(10) Includes a temporary charge of 0.0049 cents/m³ for the period February 1, 2018 to December 31, 2018.

Line No.	Particulars (cents/m³)	EB-2018-0253 Approved October 1, 2018 Rate	Rate Change	EB-2018-0315 Approved January 1, 2019 Rate
		(a)	(b)	(c)
	Rate M4 - Firm comm/ind contract rate			
	Monthly demand charge:			
1	First 8,450 m ³	61.6487		61.6487
2	Next 19,700 m ³	27.6418		27.6418
3	All over 28,150 m ³	23.2229		23.2229
	Monthly delivery commodity charge:			
4	First block	1.5493	0.0286	1.5779
5	All remaining use	0.5919	0.0286	0.6205
Ũ			0.0200	0.0200
6	Delivery - Price Adjustment (All Volumes)	-		-
7	Minimum annual firm delivery commodity charge	1.7386	0.0286	1.7672
	Interruptible contracts (1)			
8	Monthly Charge	\$644.34		\$644.34
	Daily delivery commodity charge:			
9	2,400 m ³ to 17,000 m ³	3.0257	0.0275	3.0532
10	17,000 m ³ to 30,000 m ³	2.8958	0.0275	2.9233
11	30,000 m ³ to 50,000 m ³	2.8275	0.0275	2.8550
12	50,000 m ³ to 60,000 m ³	2.7796	0.0275	2.8071
13	Delivery - Price Adjustment (All Volumes)			-
14	Minimum annual interruptible delivery commodity charge	3.2150	0.0275	3.2425
	Rate M5A - interruptible comm/ind contract			
	Firm contracts (1)			
15	Monthly demand charge	34.4858		34.4858
16	Monthly delivery commodity charge	2.3415	0.0275	2.3690
17	Delivery - Price Adjustment (All Volumes)			-
	Interruptible contracts (1)			
18	Monthly Charge	\$644.34		\$644.34
	Daily delivery commodity charge:			
19	2,400 m ³ to 17,000 m ³	3.0257	0.0275	3.0532
20	17,000 m ³ to 30,000 m ³	2.8958	0.0275	2.9233
21	30,000 m ³ to 50,000 m ³	2.8275	0.0275	2.8550
22	50,000 m ³ to 60,000 m ³	2.7796	0.0275	2.8071
23	Delivery - Price Adjustment (All Volumes)	-		-
24	Minimum annual interruptible delivery commodity charge	3.2150	0.0275	3.2425

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

Line No.	Particulars (cents/m³)	EB-2018-0253 Approved October 1, 2018 Rate (a)	Rate Change (b)	EB-2018-0315 Approved January 1, 2019 Rate (c)
	Rate M7 - Special large volume contract			
	Firm			
1	Monthly demand charge	34.6517		34.6517
2	Monthly delivery commodity charge	0.3372	0.0302	0.3674
3	Delivery - Price Adjustment	-		-
	Interruptible (1) Monthly delivery commodity charge:			
4	Maximum	6.4334	0.0302	6.4636
5	Delivery - Price Adjustment	-		
	Seasonal (1) Monthly delivery commodity charge:			
6	Maximum	6.1893	0.0302	6.2195
7	Delivery - Price Adjustment			
	Rate M9 - Large wholesale service			
8	Monthly demand charge	23.5428		23.5428
9	Monthly delivery commodity charge	0.1569	0.0256	0.1825
10	Delivery - Price Adjustment			-
11	Rate M10 - Small wholesale service Monthly delivery commodity charge	7.1560	0.0364	7.1924

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

ENBRIDGE GAS INC. Union South Summary of Changes to Contract Carriage Rates

Line No.	Particulars (cents/m³)	EB-2018-0253 Approved October 1, 2018 Rate	Rate Change	EB-2018-0315 Approved January 1, 2019 Rate
		(a)	(b)	(c)
	Contract Carriage Service			
	Rate T1 - Storage and Transportation			
	<u>Storage (\$ / GJ)</u> Monthly demand charges:			
1	Firm space	0.011		0.011
I	Firm Injection/Withdrawal Right	0.011		0.011
2	Union provides deliverability inventory	1.446	0.036	1.482
3	Customer provides deliverability inventory	1.184	0.000	1.184
4	Firm incremental injection	1.184		1.184
5	Interruptible withdrawal	1.184		1.184
	Commodity charges:			
6	Withdrawal	0.022	0.002	0.024
7	Customer provides compressor fuel	0.008		0.008
8	Injection	0.022	0.002	0.024
9	Customer provides compressor fuel	0.008		0.008
10	Storage fuel ratio - customer provides fuel	0.408%		0.408%
	Transportation (cents / m ³)			
11	Monthly demand charge first 28,150 m ³	40.5921		40.5921
12	Monthly demand charge next 112,720 m ³	28.0445		28.0445
	Firm commodity charges:			
13	Union provides compressor fuel - All volumes	0.1480	0.0059	0.1539
14	Customer provides compressor fuel - All volumes	0.1051	0.0000	0.1051
		0.1001		0.1001
	Interruptible commodity charges: (1)			
15	Maximum - Union provides compressor fuel	6.4334	0.0302	6.4636
16	Maximum - customer provides compressor fuel	6.3905	0.0243	6.4148
17	Transportation fuel ratio - customer provides fuel	0.323%		0.323%
	Authorized overrun services Storage (\$ / GJ) Commodity charges			
18	Injection / Withdrawals	0.086	0.005	0.091
19	Customer provides compressor fuel	0.056	0.001	0.057
20	Transportation commodity charge (cents/m ³)	1.4825	0.0059	1.4884
21	Customer provides compressor fuel	1.4396		1.4396
22	Monthly Charge	\$1,896.28		\$1,896.28
22	Monany Ondrye	ψ1,090.20		φ1,030.20

Notes:

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

ENBRIDGE GAS INC. Union South Summary of Changes to Contract Carriage Rates

Line No.	Particulars (cents/m³)	EB-2018-0253 Approved October 1, 2018 Rate (a)	Rate Change (b)	EB-2018-0315 Approved January 1, 2019 Rate (c)
		(0)	(6)	(0)
	Contract Carriage Service			
	Rate T2 - Storage and Transportation			
	<u>Storage (\$ / GJ)</u>			
	Monthly demand charges:			
1	Firm space	0.011		0.011
0	Firm Injection/Withdrawal Right	1 110	0.000	4 400
2	Union provides deliverability inventory	1.446 1.184	0.036	1.482
3 4	Customer provides deliverability inventory Firm incremental injection	1.184		1.184 1.184
4 5	Interruptible withdrawal	1.184		1.184
0		1.104		1.104
	Commodity charges:			
6	Withdrawal	0.022	0.002	0.024
7	Customer provides compressor fuel	0.008		0.008
8	Injection	0.022	0.002	0.024
9	Customer provides compressor fuel	0.008		0.008
10	Storage fuel ratio - customer provides fuel	0.408%		0.408%
	Transportation (cents / m ³)			
11	Monthly demand charge first 140,870 m ³	32.0198		32.0198
12	Monthly demand charge all over 140,870 m ³	16.9369		16.9369
	Firm commodity charges:			
13	Union provides compressor fuel - All volumes	0.0626	0.0053	0.0679
14	Customer provides compressor fuel - All volumes	0.0234	0.0000	0.0234
	Interruptible commodity charges: (1)			
15	Maximum - Union provides compressor fuel	6.4334	0.0302	6.4636
16	Maximum - customer provides compressor fuel	6.3942	0.0249	6.4191
17	Transportation fuel ratio - customer provides fuel	0.295%		0.295%
	Authorized every in convictor			
	<u>Authorized overrun services</u> Storage (\$ / GJ)			
	Commodity charges			
18	Injection / Withdrawals	0.086	0.005	0.091
19	Customer provides compressor fuel	0.056	0.001	0.057
		0.000	0.007	0.007
20	Transportation commodity charge (cents/m ³)	1.1153	0.0053	1.1206
20	Customer provides compressor fuel	1.0761	0.0000	1.0761
~ '		1.0701		1.0701
22	Monthly Charge	\$5,440.88		\$5,440.88
		., -		

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

ENBRIDGE GAS INC. Union South Summary of Changes to Contract Carriage Rates

Line No.	Particulars (cents/m³)	EB-2018-0253 Approved October 1, 2018 Rate (a)	Rate Change (b)	EB-2018-0315 Approved January 1, 2019 Rate (c)
	Rate T3 - Storage and Transportation			
	<u>Storage (\$ / GJ)</u> Monthly demand charges:			
1	Firm space	0.011		0.011
•	Firm Injection/Withdrawal Right			0.011
2	Union provides deliverability inventory	1.446	0.036	1.482
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	0.002	0.024
7	Customer provides compressor fuel	0.008		0.008
8	Injection	0.022	0.002	0.024
9	Customer provides compressor fuel	0.008		0.008
10	Storage fuel ratio - Customer provides fuel	0.408%		0.408%
	Transportation (cents / m ³)			
11	Monthly demand charge	17.9898		17.9898
12	Union provides compressor fuel - All volumes	0.1116	0.0075	0.1191
13	Customer provides compressor fuel - All volumes	0.0569		0.0569
14	Transportation fuel ratio - Customer provides fuel	0.412%		0.412%
	Authorized overrun services			
	Storage (\$ / GJ)			
	Commodity charges			
15	Injection / Withdrawals	0.086	0.005	0.091
16	Customer provides compressor fuel	0.056	0.001	0.057
		0.000	0.001	0.001
17	Transportation commodity charge (cents/m ³)	0.7030	0.0075	0.7105
18	Customer provides compressor fuel	0.6483		0.6483
	Monthly Charge			
19	City of Kitchener	\$19,843.96		\$19,843.96
20	Natural Resource Gas	\$3,046.25		\$3,046.25
21	Six Nations	\$1,015.42		\$1,015.42

Line No.	Particulars (cents/m³)	Rate Ch	EB-2018-0315 Approved Rate January 1, 2019 hange Rate (b) (c)
	U2 Unbundled Service		
	Storage (\$ / GJ)		
	Monthly demand charges:		
	Standard Storage Service (SSS)		
1	Combined Firm Space & Deliverability	0.023	0.023
	Standard Peaking Service (SPS)		
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> Storage (\$ / GJ) Commodity charges:		
8	Injection customer provides compressor fuel	0.060	0.060
9	Withdrawal customer provides compressor fuel	0.060	0.060

ENBRIDGE GAS INC. Union South

Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2018-0253 Approved October 1, 2018 Rate	Rate Change	EB-2018-0315 Approved January 1, 2019 Rate
		(a)	(b)	(c)
	M12 Transportation Service			
	Firm transportation			
	Monthly demand charges:			
1	Dawn to Kirkwall	3.154		3.154
2	Dawn to Parkway	3.716		3.716
3	Kirkwall to Parkway	0.561		0.561
4	F24-T	0.070		0.070
	M12-X Firm Transportation			
5	Between Dawn, Kirkwall and Parkway	4.590		4.590
	Commodity charges:			
6	Easterly	Note (1)		Note (1)
7	Westerly	Note (1)		Note (1)
8	Parkway (TCPL / EGT) to Parkway (Cons) / Lisgar	Note (1)		Note (1)
	Limited Firm/Interruptible			
	Monthly demand charges:			
9	Maximum	8.918		8.918
	Commodity charges :			
10	Others	Note (1)		Note (1)
	Authorized Overrun			
	Transportation commodity charges:			
	Easterly:			
11	Dawn to Kirkwall - Union supplied fuel	Note (1)		Note (1)
12	Dawn to Parkway - Union supplied fuel	Note (1)		Note (1)
13	Kirkwall to Parkway - Union supplied fuel	Note (1)		Note (1)
14	Dawn to Kirkwall - Shipper supplied fuel		(1)	0.104 (1)
15	Dawn to Parkway - Shipper supplied fuel		(1)	0.122 (1)
16	Kirkwall to Parkway - Shipper supplied fuel	0.018	(1)	0.018 (1)
. –	M12-X Firm Transportation			
17	Between Dawn, Kirkwall and Parkway - Union supplied fuel	Note (1)		Note (1)
18	Between Dawn, Kirkwall and Parkway - Shipper supplied fuel	0.151	(1)	0.151 (1)
	M13 Transportation of Locally Produced Gas			
19	Monthly fixed charge per customer station	\$957.58		\$957.58
20	Transmission commodity charge to Dawn	0.035		0.035
20	Commodity charge - Union supplies fuel	0.005	0.001	0.006
22	Commodity charge - Shipper supplies fuel	Note (2)	0.001	Note (2)
	continuouty undryge - Unipper supplies luci			
23	Authorized Overrun - Union supplies fuel	0.135	0.001	0.136
24	Authorized Overrun - Shipper supplies fuel		(2)	0.130 (2)
			· ·	(-)

Notes: (1) Monthly fuel rates and fuel ratios per Schedule "C". (2) Plus customer supplied fuel per rate schedule.

ENBRIDGE GAS INC. Union South

Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2018-0253 Approved October 1, 2018 Rate (a)	Rate Change (b)	EB-2018-0315 Approved January 1, 2019 Rate (c)
	M16 Storage Transportation Service	(u)		(0)
1	Monthly fixed charge per customer station 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	0.035		0.035
	Transportation Fuel Charges to Dawn:			
5	East of Dawn - Union supplied fuel	0.005	0.001	0.006
6	West of Dawn - Union supplied fuel	0.005	0.001	0.006
7	East of Dawn - Shipper supplied fuel	Note (1)		Note (1)
8	West of Dawn - Shipper supplied fuel	Note (1)		Note (1)
9	Transportation Fuel Charges to Pools: East of Dawn - Union supplied fuel	0.006	0.001	0.007
9 10	West of Dawn - Union supplied fuel	0.008	0.001	0.007
11	East of Dawn - Shipper supplied fuel	Note (1)	0.002	Note (1)
12	West of Dawn - Shipper supplied fuel	Note (1)		Note (1)
	<u>Authorized Overrun</u> Transportation Fuel Charges to Dawn:			
13	East of Dawn - Union supplied fuel	0.066		0.066
14	West of Dawn - Union supplied fuel	0.135	0.001	0.136
15	East of Dawn - Shipper supplied fuel		(1)	0.060 (1)
16	West of Dawn - Shipper supplied fuel Transportation Fuel Charges to Pool :	0.130	(1)	0.130 (1)
17	East of Dawn - Union supplied fuel	0.032	0.001	0.033
18	West of Dawn - Union supplied fuel	0.110	0.002	0.112
19	East of Dawn - Shipper supplied fuel		(1)	0.025 (1)
20	West of Dawn - Shipper supplied fuel		(1)	0.095 (1)
21 22 23 24 25 26 27 28 29 30	<u>C1 - Cross Franchise Transportation Service</u> <u>Transportation service</u> Monthly demand charges: St. Clair / Bluewater & Dawn Ojibway & Dawn Parkway to Dawn Parkway to Dawn Parkway to Kirkwall Kirkwall to Dawn Dawn to Kirkwall Dawn to Parkway Kirkwall to Parkway Dawn to Dawn-Vector Dawn to Dawn-TCPL Commodity charges:	2.888 2.888 0.874 0.874 1.542 3.154 3.716 0.561 0.030 0.139		2.888 2.888 0.874 0.874 1.542 3.154 3.716 0.561 0.030 0.139
31	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.009	0.001	0.010
32 33	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31) Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.007 0.010	0.001 0.002	0.008 0.012
33 34	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31) Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.010	0.002	0.012
35	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.005	0.002	0.006
36	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.000	0.002	0.012
37	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.005	0.001	0.006
38	Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.005	0.001	0.006
39	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)	0.026	0.004	0.030
40	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)	0.011	0.001	0.012
41	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.036	0.004	0.040
42	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.020	0.003	0.023
43	Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.015	0.002	0.017
44	Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.014	0.002	0.016

Notes: (1) Plus customer supplied fuel per rate schedule.

ENBRIDGE GAS INC. Union South

Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2018-0253 Approved October 1, 2018 Rate (a)	Rate Change (b)	EB-2018-0315 Approved January 1, 2019 Rate (c)
	C1 - Cross Franchise Transportation Service	(a)	(6)	(0)
	Transportation service cont'd			
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	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
4	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)		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)	Note (1)		Note (1)
9	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
10 11	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31) Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1) Note (1)		Note (1) Note (1)
12	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
13	Kirkwall to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
14	Kirkwall to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	Note (1)		Note (1)
15	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		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:	75.00		75.00
20	Maximum	75.00		75.00
	Authorized Overrun			
	Firm transportation commodity charges:			
21	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.104	0.001	0.105
22	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.102	0.001	0.103
23	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31) Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.105	0.002	0.107
24 25	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.110 0.149	0.002 0.003	0.112 0.152
26	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.154	0.003	0.158
20	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.077	0.004	0.081
28	Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.077	0.004	0.081
29	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)	0.151	0.006	0.157
30	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)	0.136	0.004	0.140
31	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.179	0.008	0.187
32	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.163	0.006	0.169
33	Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.055	0.004	0.059
34	Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.054	0.005	0.059
35	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.095 (1		0.095 (1)
36	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.095 (1		0.095 (1)
37	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.095 (1		0.095 (1)
38 39	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31) Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.095 (1 0.122 (1		0.095 (1) 0.122 (1)
39 40	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.122 (1 0.122 (1		0.122 (1) 0.122 (1)
40	Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.051 (1		0.051 (1)
42	Kirkwall to Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.051 (1		0.051 (1)
43	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.104 (1		0.104 (1)
44	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.104 (1		0.104 (1)
45	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.122 (1		0.122 (1)
46	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	0.122 (1		0.122 (1)
47	Kirkwall to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.018 (1		0.018 (1)
48	Kirkwall to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	0.018 (1		0.018 (1)
49	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.001 (1		0.001 (1)
50	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct . 31)	0.001 (1		0.001 (1)
51	Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.005 (1		0.005 (1)
52	Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct . 31)	0.005 (1)	0.005 (1)

Notes: (1) Plus customer supplied fuel per rate schedule.

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ENBRIDGE GAS INC. UNION NORTH RATE 01 - 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 m³ per year.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

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

(b) Transportation Service

For continuous delivery on Union's distribution system from the Point of Receipt on 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 <u>North West</u>	Union <u>North East</u>
MONTHLY CHARGE	\$21.00	\$21.00
DELIVERY CHARGE	¢ per m ³	<u>¢ per m³</u>
First 100 m ³ per month @	9.4319	9.4319
Next 200 m ³ per month @	9.1920	9.1920
Next 200 m ³ per month @	8.8127	8.8127
Next 500 m ³ per month @	8.4645	8.4645
Over 1,000 m ³ per month @	8.1768	8.1768
Delivery-Price Adjustment (All Volumes) (1)	0.2239	0.2239
<u>Notes:</u> (1) Includes a temporary credit of (0.0391) cents/m ³ expiring March 31, 2019, a temporary charge of 0.2630) cents/m³ expi	ring June 30, 2019.

Effective 2019-01-01 Rate 01A 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 to customers within the following approved community expansion project areas:

Community Expansion Project	<u>SES Rate (¢ per m³)</u>	<u>SES Term Expiry</u>
Prince Township	23.0000	December 31, 2039

MONTHLY BILL

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

MINIMUM MONTHLY BILL

The Minimum Monthly Bill shall be the Monthly Charge.

DELAYED PAYMENT

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, must enter into a Service Agreement with Union.

TERMS AND CONDITIONS OF SERVICE

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

Effective January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Supersedes EB-2018-0253 Rate Schedule effective October 1, 2018.

Effective 2019-01-01 **Rate 10** Page 1 of 2

ENBRIDGE GAS INC. UNION NORTH 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 m³ per year.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

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

(b) Transportation Service

For continuous delivery on Union's distribution system from the Point of Receipt on 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 <u>North West</u>	Union <u>North East</u>
MONTHLY CHARGE	\$70.00	\$70.00
DELIVERY CHARGE	¢ per m ³	¢ per m ³
First 1,000 m ³ per month @	7.9474	7.9474
Next 9,000 m ³ per month @	6.4618	6.4618
Next 20,000 m ³ per month @	5.7910	5.7910
Next 70,000 m ³ per month @	5.2318	5.2318
Over 100,000 m ³ per month @	3.1133	3.1133
Delivery-Price Adjustment (All Volumes) (1)	(0.0018)	(0.0018)

Notes:

(1) Includes a temporary credit of (0.1115) cents/m³ expiring March 31, 2019, a temporary charge of 0.1097 cents/m³ expiring June 30, 2019.

Effective 2019-01-01 **Rate 10** 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 to customers within the following approved community expansion project areas:

Community Expansion Project	<u>SES Rate (¢ per m³)</u>	SES Term Expiry
Prince Township	23.0000	December 31, 2039

MONTHLY BILL

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

MINIMUM MONTHLY BILL

The Minimum Monthly Bill shall be the Monthly Charge.

DELAYED PAYMENT

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 m³ per day must enter into a Service Agreement with Union.

TERMS AND CONDITIONS OF SERVICE

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

Effective January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Supersedes EB-2018-0253 Rate Schedule effective October 1, 2018.

Effective 2019-01-01 **Rate 20** Page 1 of 4

ENBRIDGE GAS INC. UNION NORTH 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 m³ or more.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

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

(b) Transportation Service

For continuous delivery on Union's distribution system from the Point of Receipt on 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.

	Effective 2019-01-01 Rate 20 <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 ³)	
Monthly Demand Charge for first 70,000 m ³ of Contracted Daily Demand	28.6515
Monthly Demand Charge for all units over 70,000 m ³ of Contracted Daily Demand	16.8485
Commodity Charge for first 852,000 m ³ of gas volumes delivered	0.5468
Commodity Charge for all units over 852,000 m ³ of gas volumes delivered	0.3927
Netoc	

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 (m³) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m³, respectively.

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

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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 North West	Union North East
MONTHLY CHARGE	\$860.69	\$860.69
DELIVERY CHARGES Commodity Charge for each unit	cents per m ³	cents per m ³
of gas volumes delivered	2.4307	2.4307
GAS SUPPLY CHARGES The gas supply charge is comprised of charges for transportation and for commodity and fuel. The applicable rates are provided in Schedule "A".		
ADDITIONAL CHARGES FOR TRANSPORTATION AND STORAGE SERVICES	– ALL ZONES	
MONTHLY TRANSPORTATION ACCOUNT CHARGE For customers that currently have installed or will require installing telemetering equipment		\$226.76
BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$/GJ/Month) Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitleme	ent: (\$/GJ/Month)	\$19.093 -
Commodity Charge for each unit of gas withdrawn from storage (\$/GJ)		\$0.211
Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from	n storage (\$/GJ)	\$0.839
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, f	or which
DIVERSION TRANSACTION CHARGE Charge to a customer Receiving Delivery of diverted gas each time such customer requests a diversion and service:	d Union provides the	\$10.00

Effective 2019-01-01 **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 January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Supersedes EB-2018-0253 Rate Schedule effective October 1, 2018.

Effective 2019-01-01 **Rate 25** Page 1 of 3

ENBRIDGE GAS INC. UNION NORTH 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 m³ or more or the interruptible portion of a maximum daily requirement for combined firm and interruptible service is 14,000 m³ or more and whose operations, in the judgement of Union, can readily accept interruption and restoration of gas service.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

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

(b) Transportation Service

For delivery of natural gas owned by the customer on Union's distribution system from the Point of Receipt from 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
DELIVERY CHARGES A Delivery Price for all volumes delivered to the customer to be negotiated between Union and the customer and the	cents per m ³
average price during the period in which these rates remain in effect shall not exceed:	5.2855
UNAUTHORIZED OVERRUN NON - COMPLIANCE RATE Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect.	<u>cents per m³</u> 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.

Effective 2019-01-01 **Rate 25** Page 2 of 3

\$226.76

ADDITIONAL CHARGES FOR SALES SERVICE

Gas Supply Charge

As per applicable rate provided in Schedule "A".

Interruptible Service

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

HEAT CONTENT ADJUSTMENT

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

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

ADDITIONAL CHARGES FOR TRANSPORTATION - ALL ZONES

MONTHLY TRANSPORTATION ACCOUNT CHARGE:

For customers that currently have installed or will require installing telemetering equipment.

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 2019-01-01 **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-use locations so that eligibility to a different rate class will result. Further, Union will not combine the monthly billing data of individual end-users to generate a single bill which is less than the sum of the monthly bills of the individual end-users involved at each location.
- 3. Customers must enter into a Service Agreement with Union prior to the commencement of service.
- 4. For the purposes of qualifying for a rate class, the total volumes of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.
- 5. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multiyear prices may also be negotiated, which may be higher than the identified rates.

Effective 2019-01-01 **Rate 30** Page 1 of 1

ENBRIDGE GAS INC. UNION NORTH

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 10³m³ plus the greater of the incremental cost of gas for Union and the customer's gas supply charge.

SHORT TERM STORAGE / BALANCING SERVICE

Short Term Storage / Balancing Service is:

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

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

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

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

THE BILL

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

SERVICE AGREEMENT

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

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 January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Supersedes EB-2018-0253 Rate Schedule effective October 1, 2018.

Effective 2019-01-01 **Rate 100** Page 1 of 4

ENBRIDGE GAS INC. UNION NORTH 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 m³ or more, and whose annual requirement for firm service is equal to or greater than its maximum daily requirement multiplied by 256.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

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

(b) Transportation Service

For continuous delivery on Union's distribution system from the Point of Receipt on 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.

	Effective 2019-01-01 Rate 100 <u>Page 2 of 4</u>
MONTHLY RATES AND CHARGES	
APPLICABLE TO ALL SERVICES – ALL ZONES (1)	
MONTHLY CHARGE	\$1,341.41
<u>DELIVERY CHARGES</u> (cents per Month per m ³ of Daily Contract Demand) Monthly Demand Charge for each unit of Contracted Daily Demand	15.0877
Commodity Charge for each unit of gas volumes delivered (cents/m ³)	0.2201
Notes: (1) Either the utility or a customer, or potential customer, may apply to the Ontario Energy Board to fix ra applicable thereto, different from the rates, charges and terms and conditions specified herein if char 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 (m³) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m³, respectively.

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

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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 <u>North West</u>	Union <u>North East</u>
MONTHLY CHARGE	\$1,341.41	\$1,341.41
DELIVERY CHARGES (cents per m ³) Commodity Charge for each unit of gas volumes delivered	0.9287	0.9287
GAS SUPPLY CHARGES The gas supply charge is comprised of charges for transportation and for commodity and fu The applicable rates are provided in Schedule "A".	iel.	
ADDITIONAL CHARGES FOR TRANSPORTATION AND STOP	RAGE SERVICES – ALL ZONES	
MONTHLY TRANSPORTATION ACCOUNT CHARGE For customers that currently have installed or will require installing telemetering equipment		\$226.76
BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage With	. ,	\$19.093 -
Commodity Charge for each unit of gas withdrawn from storage (\$/GJ)		\$0.211
Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for	withdrawal from storage (\$/GJ)	\$0.839
The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excernation has been received. Overrun will be authorized by Union at its sole discretion.	ess of the customer's contractual rights, for	r which authorization

DIVERSION TRANSACTION CHARGE

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

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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 January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Effective 2019-01-01 Schedule "A" <u>Page 1 of 2</u>

ENBRIDGE GAS INC. 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

<u>Utility Sales</u> <u>Rate 01A (cents / m³)</u>	Union North West	Union North East
Storage Storage - Price Adjustment Commodity and Fuel (1) Commodity and Fuel - Price Adjustment (2) Transportation Transportation - Price Adjustment Total Gas Supply Charge	2.2094 - 12.2024 (0.7546) 6.7031 (1.0393) (3) <u>19.3210</u>	6.3957 15.2864 3.2233 2.7635 (0.8601) (4) 26.8088
Rate 10 (cents / m ³) Storage Storage - Price Adjustment Commodity and Fuel (1) Commodity and Fuel - Price Adjustment (2) Transportation Transportation - Price Adjustment Total Gas Supply Charge	1.6685 - 12.2024 (0.7546) 5.8713 (0.6656) (5) 	4.5568 15.2864 3.2233 2.5335 (0.9001) (6) 24.6999

Notes:

(1) The Commodity and Fuel rate includes a gas supply administration charge of 0.1893 cents/m³.

(2) Prospective Recovery of gas supply deferral accounts.

(3) Prospective Recovery of gas supply deferral accounts, and a temporary credit of (1.3036) cents/m³ expiring June 30, 2019.

(4) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.1814 cents/m³ expiring June 30, 2019.

(5) Prospective Recovery of gas supply deferral accounts, and a temporary credit of (0.9299) cents/m³ expiring June 30, 2019.

(6) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.1414 cents/m³ expiring June 30, 2019.

Effective 2019-01-01 Schedule "A" Page 2 of 2

0.3919

ENBRIDGE GAS INC. UNION NORTH GAS SUPPLY CHARGES

Utility Sales

Rate 20 (cents / m ³)	Union North West	Union North East
Commodity and Fuel (1) Commodity and Fuel - Price Adjustment (2) Commodity Transportation - Charge 1 Transportation 1 - Price Adjustment (2) Commodity Transportation - Charge 2 Monthly Gas Supply Demand Gas Supply Demand - Price Adjustment	11.8935 (0.7546) 3.5406 0.2642 - 56.3643	14.8982 3.2233 2.2263 (1.0416) - 47.8650
Commissioning and Decommissioning Rate	6.7500	4.0950
<u>Rate 100 (cents / m³)</u>		
Commodity and Fuel (1) Commodity and Fuel - Price Adjustment (2) Commodity Transportation - Charge 1 Commodity Transportation - Charge 2 Monthly Gas Supply Demand	11.8935 (0.7546) 6.2043 - 110.5527	14.8982 3.2233 8.9067 - 155.6734
Commissioning and Decommissioning Rate	7.8513	11.1286
Rate 25 (cents / m ³)		
Gas Supply Charge: Interruptible Service Minimum Maximum	1.4848 675.9484	1.4848 675.9484
Natural Gas Liquefaction Service (\$ / GJ) (3)		
Gas Supply Charge:		

Interruptible Service Minimum Maximum 178.3976

Notes:

(1) The Commodity and Fuel rate includes a gas supply administration charge of 0.1893 cents/m³.

(2) Prospective Recovery of gas supply deferral accounts.

(3) Billing in energy (\$/GJ) will only apply to the Natural Gas Liquefaction Service.

Effective January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Effective 2019-01-01 **Rate M1** Page 1 of 3

ENBRIDGE GAS INC. UNION SOUTH SMALL VOLUME GENERAL SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

(C) Rates

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

a)	Monthly Charge		\$2	21.00
b)	Delivery Charge			
	First Next All Over	100 m³ 150 m³ 250 m³	5.1102 4.8465 4.1651	¢ per m³ ¢ per m³ ¢ per m³
	Delivery - Price Adjustm	ient (All Volumes) (1)	0.2443	¢ per m³
c)	Storage Charge (if appli	cable)	0.7331	¢ per m³
	Storage - Price Adjustm	ent (All Volumes)	-	¢ 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 m³)</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 0.2716 cents/m³ expiring March 31, 2019, and a temporary credit of (0.0273) cents/m³ expiring June 30, 2019.

Effective 2019-01-01 **Rate M1** Page 2 of 3

(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.

(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 m³, plus 7¢ per m³.

Overrun Delivery Charge

5.8433 ¢ per m³

(H) Bundled Direct Purchase Delivery

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

(I) Company Policy Relating to Terms of Service

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

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

Effective January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Effective 2019-01-01 Rate M2 Page 1 of 3

ENBRIDGE GAS INC. **UNION SOUTH** LARGE VOLUME GENERAL SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

(C) Rates

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

a)	a) Monthly Charge		\$70.00		
b)	Delivery Charge				
	First Next Next All Over	1 000 m ³ 6 000 m ³ 13 000 m ³ 20 000 m ³		5.0795 4.9837 4.8024 4.4521	¢ per m ³ ¢ per m ³ ¢ per m ³ ¢ per m ³
	Delivery – Price Ac	djustment (All Volumes) (1)	(0.1136)	¢ per m³
c)	Storage Charge (if	applicable)		0.6483	¢ per m³
	Storage - Price Adj	justment (All Volumes)		-	¢ 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".

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

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 m³)</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 0.1127 cents/m³ expiring March 31, 2019, and a temporary credit of (0.2263) cents/m³ expiring June 30, 2019.

Effective 2019-01-01 **Rate M2** Page 2 of 3

(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.

(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 m³, plus 7¢ per m³.

Overrun Delivery Charge

5.7278 ¢ 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.

Effective 2019-01-01 **Rate M2** Page 3 of 3

(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.

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

Effective January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Effective 2019-01-01 **Rate M4** Page 1 of 3

ENBRIDGE GAS INC. UNION SOUTH 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 m³ and 60 000 m³.

(C) Rates

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

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

(i)	A Monthly Demand Charge			
	First	8 450 m ³ of daily contracted demand	61.6487	¢ per m³
	Next	19 700 m ³ of daily contracted demand	27.6418	¢ per m³
	All Over	28 150 m ³ of daily contracted demand	23.2229	¢ per m ³
(ii)	A Monthly Delivery Commodity Charg	je		
.,	First 422 250 m ³ delivered per month		1.5779	¢ per m ³
	Next volume equal to 15 days use of	daily contracted demand	1.5779	¢ per m³
	For remainder of volumes delivered i	n the month	0.6205	¢ per m ³
	Delivery - Price Adjustment (All Volur	nes)	-	¢ 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".

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 m³ 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 m³ for all gas supply volumes purchased.

Authorized Overrun Delivery Charge	3.6047	¢ per m³
Unauthorized Overrun Delivery Charge	5.8433	¢ per m³

			Effective 2019-01-01 Rate M4 Page <u>2 of 3</u>
3.	Firm Minimum Annual Charge	<u>-</u>	
	In each contract year, the customer shall purchase from Union or pay for a minimum volume of gas or transporta days use of firm contracted demand. Overrun gas volumes will not contribute to the minimum volume. In the eve take such minimum volume the customer shall pay an amount equal to the deficiency from the minimum volume minimum annual delivery charge and, if applicable a gas supply commodity charge provided in Schedule "A".	ent that the	e customer shall n
	Firm Minimum Annual Delivery Charge	1.7672	¢ per m³
	In the event that the contract period exceeds one year the annual minimum volume will be prorated for any part y	iear.	
4.	Interruptible Service		
	Union may agree, in its sole discretion, to combine a firm service with an interruptible service provided that the ar to be delivered and agreed upon by Union and the customer shall be no less than 350,000 m ³ per year.	mount of i	nterruptible volum
	The price of all gas delivered by Union pursuant to any contract, contract amendment, or contract renewal shall be the following schedules:	e determ	ined on the basis
a)	(i) Monthly Delivery Commodity Charge		
	17 000 m³ ≤ CD < 30 000 m³ 30 000 m³ ≤ CD < 50 000 m³	3.0532 2.9233 2.8550 2.8071	¢ per m ³ ¢ per m ³ ¢ per m ³ ¢ per m ³
	Delivery - Price Adjustment (All Volumes)	-	¢ 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 Demand as scheduled below:	of Days U	se of Contracted
	5	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

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¢ per m³

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 m³ per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times 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

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 m³ for all gas supply volumes purchased.

Unauthorized Overrun Delivery Charge

5.8433 ¢ per m³

3.2425

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 m³ (\$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 January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Effective 2019-01-01 Rate M5A Page 1 of 2

<u>ENBRIDGE GAS INC.</u> UNION SOUTH 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 m³ and 60 000 m³ inclusive.

(C) Rates

(ii)

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

1. Interruptible Service

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

a) (i) Monthly Delivery Commodity Charge

	Daily Contracted Demand Level (CD) $2 400 \text{ m}^3 \le \text{CD} < 17\ 000 \text{ m}^3$ $17\ 000\ \text{m}^3 \le \text{CD} < 30\ 000\ \text{m}^3$ $30\ 000\ \text{m}^3 \le \text{CD} < 50\ 000\ \text{m}^3$ $50\ 000\ \text{m}^3 \le \text{CD} \le 60\ 000\ \text{m}^3$ Delivery - Price Adjustment (All Volumes)	3.0532 2.9233 2.8550 2.8071	¢ per m ³ ¢ per m ³ ¢ per m ³ ¢ per m ³ ¢ per m ³
)	Days Use of Interruptible Contract Demand		t por m
	The price determined under Paragraph 1(a) of "Rates" will be reduced by the amount based on the number of D Demand as scheduled below:	ays Use of (Contracted
	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
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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 m³ per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times 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

3.2425 ¢ per m³

\$644.34 per month

Effective 2019-01-01 **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 m³ for all gas supply volumes purchased.

Unauthorized Overrun Delivery Charge

5.8433 ¢ 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 m³ (\$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 m³.
- b) The commodity charge for firm service shall be the rate for firm service at Union's firm rates net of a monthly demand charge of 34.4858 ¢ per m³ of daily contracted demand.
- 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.

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ENBRIDGE GAS INC. UNION SOUTH 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 m³; 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 m³ of daily contracted firm demand up to 34.6517 ¢ per m³

(ii) A Monthly Delivery Commodity Charge

(1)	A Monthly Firm Delivery Commodity Charge for all firm volumes of and a Delivery - Price Adjustment of	0.3674 -	¢ per m³ ¢ per m³
(2)	A Monthly Interruptible Delivery Commodity Charge for all interruptible volumes to be negotiated between Union and the customer not to exceed an annual average of and a Delivery - Price Adjustment of	6.4636 -	¢ per m³ ¢ per m³
(3)	A Monthly Seasonal Delivery Commodity Charge for all seasonal volumes to be negotiated between Union and the customer not to exceed an annual average of and a Delivery - Price Adjustment of	6.2195 -	¢ per m³ ¢ per m³

(iii) Gas Supply Charge (if applicable)

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

(iv) Overrun Gas

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

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

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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 m³ (\$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 m³, if applicable.

Commissioning and Decommissioning Rate

4.6348 ¢ per m³

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.

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¢ per m³

ENBRIDGE GAS INC. UNION SOUTH 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 with the service contract, such demand charge to be computed on a calendar month	
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 ³
(ii) A Delivery Commodity Charge for gas delivered of	0.1825 ¢ per m ³

and a Delivery - Price Adjustment of

(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.

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(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	0.9565 ¢ per m³
Unauthorized Overrun Delivery Charge	36.0000 ¢ per m ³

(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.

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7.1924 ¢ per m³

ENBRIDGE GAS INC. UNION SOUTH SMALL WHOLESALE SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

(C) Rates

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

1. A Delivery Commodity Charge of

2. 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 m³, plus 7¢ per m³ for all gas supply volumes purchased.

Unauthorized Overrun Delivery Charge

5.8433 ¢ 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.

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ENBRIDGE GAS INC. UNION SOUTH 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 Charge <u>Rate/GJ/month</u>	Commodity Charges/Credits <u>Rate/GJ</u>
a)	Transportation by Union For gas delivered to Union at any point other than the Ontario Point(s) of Receipt, Union will charge a customer all approved tolls and charges, incurred by Union to transport the gas to the		
b)	Firm Backstop Gas Applied to the contracted Firm Backstop Gas Supply Service	\$1.629	
	Backstop Gas Commodity Charge On all quantities supplied by Union to the Ontario Point(s) of Receipt		\$4.332
c)	Reasonable Efforts Backstop Gas Paid on all quantities of gas supplied by Union to the customer's Point(s) of Consumption		\$5.361
d)	Banked Gas Purchase		
	T-service		Note (1)
e)	Failure to Deliver Applied to all quantities not delivered to Union in the event the customer's supply fails		\$2.832
f)	Short Term Storage / Balancing Service (2)		
	Maximum		\$6.000
g)	Discretionary Gas Supply Service ("DGSS")		Note (3)
h)	Parkway Delivery Commitment Incentive ("PDCI")		\$(0.150)

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.

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ENBRIDGE GAS INC. UNION SOUTH

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 m³ or greater and has a daily firm contracted demand up to 140,870 m³; 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 Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	omers Providing <u>Compressor Fuel</u> Commodity Charge <u>Rate/GJ</u>
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.011		
 b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory Customer provides deliverability Inventory (4) 	\$1.482 \$1.184		
 c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right 	\$1.184		
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.184		

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		Demand Charge	Commodity Charge		omers Providing <u>Compressor Fuel</u> Commodity Charge
		Rate/GJ/mo	Rate/GJ	Ratio	Rate/GJ
e)	Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum				
	Daily Storage Withdrawal Quantity		\$0.024	0.408%	\$0.008
f)	Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily				
	Storage Injection Quantity		\$0.024	0.408%	\$0.008
g)	Short Term Storage / Balancing Service Maximum		\$6.000		

Notes:

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

2. Annual Firm Injection Rights are equal to 100% of their respective Annual Firm Withdrawal Rights. Injection Rights in excess of the Annual Firm Injection Rights will be charged at the Incremental Firm Injection Right.

3. Annual Firm Storage Space

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

3.1 Aggregate Excess

Aggregate excess is the difference between 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.

Short Term Storage / Balancing Service is: 8.

i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, or

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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 Compressor Fuel	For Custome Their Own Con	0
	Demand Charge	Commodity Charge	Fuel Ratio (5)	Commodity Charge
	Rate/m ³ /mo	Rate/m ³		Rate/m ³
a) Annual Firm Transportation Applied to the Firm Daily Contract Demand				
First 28,150 m ³ per month Next 112,720 m ³ per month	40.5921 ¢ 28.0445 ¢			
 b) Firm Transportation Commodity Paid on all firm quantities redelivered to the customer's Point(s) of Consumption Commodity Charge (All volumes) 		0.1539 ¢	0.323%	0.1051 ¢
 c) Interruptible Transportation Commodity Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption Maximum 		6.4636 ¢	0.323%	6.4148 ¢

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.

In negotiating the rate to be charged for the transportation of gas under Interruptible Transportation, the matters that are to be considered include: 2.

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.

In each contract year, the customer shall pay for a Minimum Interruptible Transportation Activity level as specified in the Contract. Overrun 3. 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.

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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 Compressor Fuel		omers Providing Compressor Fuel	
	Commodity	Fuel	Commodity	
	Charge	Ratio	Charge	
Storage Injections	\$0.091/GJ	0.881%	\$0.057/GJ	
Storage Withdrawals	\$0.091/GJ	0.881%	\$0.057/GJ	
Transportation	1.4884 ¢/m³	0.323%	1.4396 ¢/m³	

Unauthorized For all quantities on any Day in excess of 103% of the customer's contractual rights, for which authorization has a charged the identified unauthorized overrun charge, as appropriate. Unauthorized Overrun Storage Injections and Withdrawals Charge Unauthorized Overrun Transportation Charge Unauthorized Overrun Non-Compliance Rate:	\$1.503	mer will be
charged the identified unauthorized overrun charge, as appropriate. Unauthorized Overrun Storage Injections and Withdrawals Charge Unauthorized Overrun Transportation Charge	\$1.503	mer will be
Unauthorized Overrun Transportation Charge		
		per GJ
Unauthorized Overrun Non-Compliance Rate:	5.8433	¢ per m³
Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid (\$60 per GJ) for the delivery.	I for at the rate of 233.3400 ¢	per m³
Storage / Balancing Service		
Authorized		
The following Overrun rates are applied to any quantities stored in excess of the Contract parameters. Overrun v discretion.	-	
	Firm Service <u>Rate/GJ</u>) ,
Space	\$6.000	
Injection / Withdrawal Maximum	\$6.000	
HER SERVICES & CHARGES:		
Monthly Charge		
In addition to the rates and charges described previously for each Point of Consumption, a Monthly Charge shall	l be applied as follows:	
Monthly Charge	\$1,896.28	
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 divert shall be determined through negotiation.	e to be charged for the right	
Delivery Obligations		
Unless otherwise authorized by Union, all other customers who are delivering gas to Union under direct purchase a point(s) specified by Union and must acquire and maintain firm transportation on all upstream pipeline systems arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union transportation capacity on upstream pipeline systems.	s. Customers initiating direct	purchase

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4. Additional Service Information

Additional information on Union's T1 service offering can be found at: www.uniongas.com/business/account-services/unionline/contracts-rates/T1-service-features

The additional information consists of, but is not limited to, the following:

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

5. Parkway Delivery Commitment Incentive ("PDCI")

For all Parkway Delivery Obligation ("PDO") volumes delivered to Union.	Rate/GJ
PDCI	\$(0.150)

(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.

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ENBRIDGE GAS INC.

UNION SOUTH 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 m³. Firm and/or interruptible daily contracted demand of less than 140,870 m³ 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:

	Derrord	0		omers Providing Compressor Fuel
	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.011			
 b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory Customer provides deliverability Inventory (4) 	\$1.482 \$1.184			
 c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right 	\$1.184			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.184			

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				omers Providing Compressor Fuel
	Demand	Commodity		Commodity
	Charge	Charge	Fuel	Charge
e) Withdrawal Commodity Paid on all quantities withdrawn	<u>Rate/GJ/mo</u>	<u>Rate/GJ</u>	<u>Ratio</u>	<u>Rate/GJ</u>
from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.024	0.408%	\$0.008
 f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity 		\$0.024	0.408%	\$0.008
g) Short Term Storage / Balancing Service Maximum		\$6.000		
 h) Daily Variance Account Interruptible Injections/Withdrawals Paid on all quantities withdrawn from and injected into the Daily Variance Account up to the Maximum Injection/Withdrawal Quantity 		\$0.091	0.881%	\$0.057

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 m³/day) gas fired power generation customers, storage space is determined by peak hourly consumption x 24 x 4 days. Should the customer elect firm deliverability less than their maximum entitlement (see Note 4.2), the maximum storage space available at the rates specified herein is 10 x firm storage deliverability contracted, not to exceed peak hourly consumption x 24 x 4 days.

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.

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4. Annual Injection/Withdrawal Right

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

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

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

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:

		Compressor Fuel	Their Own Compressor Fuel	
	Demand Charge	Commodity Charge	Fuel Ratio (5)	Commodity Charge
	Rate/m ³ /mo	Rate/m ³		Rate/m ³
 a) Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand 				
First 140,870 m ³ per month	32.0198 ¢			
All over 140,870 m ³ per month	16.9369 ¢			
 b) Firm Transportation Commodity Paid on all firm quantities redelivered to the customer's Point(s) of Consumption Commodity Charge (All volumes) 		0.0679 ¢	0.295%	0.0234 ¢
 c) Interruptible Transportation Commodity Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption Maximum 		6.4636 ¢	0.295%	6.4191 ¢

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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 m³/day and who are directly connected to i) the Dawn-Trafalgar transmission system in close proximity to Parkway or ii) a third party pipeline, have the option to pay for service using a Billing Contract Demand. The Billing Contract Demand shall be determined by Union such that the annual revenues over the term of the contract will recover the invested capital, return on capital and operating and maintenance costs associated with the dedicated service in accordance with Union's system expansion policy. The firm transportation demand charge will be applied to the Billing Contract Demand. For customers choosing the Billing Contract Demand option, the authorized transportation overrun rate will apply to all volumes in excess of the Billing Contract Demand 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 m³/day that contract for M12 Dawn to Parkway transportation service equivalent to 100% of their daily firm demand requirement. If a customer with a daily firm demand requirement in excess of 1,200,000 m³/day contracts for M12 Dawn to Parkway transportation service at less than 100% of their firm daily demand requirement, the firm transportation fuel ratio will be applicable to daily volumes not transported under the M12 transportation contract.
- 7. Either Union or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates and other charges different from the rates and other charges specified herein if the changed rates and other charges are considered by either party to be necessary, desirable and in the public interest.

SUPPLEMENTAL CHARGES:

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

Notes:

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

OVERRUN SERVICE:

1. Annual Storage Space

Authorized

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

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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 For Customers Provid Compressor Fuel Their Own Compressor		0
	Commodity Charge	Fuel Ratio	Commodity Charge
Storage Injections	\$0.091/GJ	0.881%	\$0.057/GJ
Storage Withdrawals	\$0.091/GJ	0.881%	\$0.057/GJ
Transportation	1.1206 ¢/m³	0.295%	1.0761 ¢/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	\$1.503	per GJ
Unauthorized Overrun Transportation Charge	5.8433	¢ 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 M³ (\$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 <u>Rate/GJ</u> \$6.000
Injection / Withdrawal Maximum	\$6.000

OTHER SERVICES & CHARGES:

1. Monthly Charge

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

Monthly Charge

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 m³/day who have non obligated deliveries may contract to use Union's 5 additional nomination windows (13 in total) for the purposes of delivering gas to Union. These windows are in addition to the standard NAESB and TCPL STS nomination windows. Customers taking the additional nomination window service will pay an additional monthly demand charge of \$0.070/GJ/day/month multiplied by the non-obligated daily contract quantity.

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\$5,440.88

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5.	Additional Service Information	
	Additional information on Union's T2 service offering can be found at: www.uniongas.com/business/account-services/unionline/contracts-rates/T1-service-features	
	 The additional information consists of, but is not limited to, the following: Storage space and deliverability entitlement; The determination of gas supply receipt points and delivery obligations; The nomination schedule; The management of multiple redelivery points by a common fuel manager; and The availability of supplemental transactional services including title transfers. 	
6.	Parkway Delivery Commitment Incentive ("PDCI")	
	For all Parkway Delivery Obligation ("PDO") volumes delivered to Union.	Rate/GJ
	PDCI	\$(0.150)
(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 January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Effective 2019-01-01 **Rate T3** Page 1 of 5

ENBRIDGE GAS INC. UNION SOUTH STORAGE AND TRANSPORTATION RATES FOR CONTRACT CARRIAGE CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor:

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

(C) Rates

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

STORAGE SERVICE:

					mers Providing Compressor Fuel
		Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
a)	Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.011			
b)	Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory Customer provides deliverability Inventory (4)	\$1.482 \$1.184			
c)	Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	\$1.184			
d)	Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.184			
e)	Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.024	0.408%	\$0.008
f)	Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.024	0.408%	\$0.008
g)	Short Term Storage / Balancing Service Maximum		\$6.000		

Effective 2019-01-01 **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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TRANSPORTATION CHARGES:

		Union Providing Compressor Fuel		omers Providing Compressor Fuel
	Demand Charge	Commodity Charge	Fuel Ratio	Commodity Charge
	Rate/m ³ /mo	Rate/m ³		Rate/m ³
a) Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand	17.9898 ¢			
 b) Firm Transportation Commodity Paid on all firm quantities redelivered to the Customer's Point(s) of Redelivery 		0.1191 ¢	0.412%	0.0569¢

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.

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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 Compressor Fuel	For Customers Providing Their Own Compressor Fuel	
	Commodity Charge	Fuel Ratio	Commodity Charge
Storage Injections	\$0.091/GJ	0.881%	\$0.057/GJ
Storage Withdrawals	\$0.091/GJ	0.881%	\$0.057/GJ
Transportation	0.7105 ¢/m³	0.412%	0.6483 ¢/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		per GJ
Unauthorized Overrun Transportation Charge	36.0000	¢ per m³
3. Short Term Storage Services		

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

OTHER SERVICES & CHARGES

1. Monthly Charge

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

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	Monthly <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.

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

4. Parkway Delivery Commitment Incentive ("PDCI")

For all Parkway Delivery Obligation ("PDO") volumes delivered to Union.	Rate/GJ
PDCI	\$(0.150)

(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 January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Supersedes EB-2018-0253 Rate Schedule effective October 1, 2018.

Effective 2019-01-01 <u>Schedule "A"</u>

ENBRIDGE GAS INC. UNION SOUTH 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:	cents / m ³
Utility Sales	
Commodity and Fuel Commodity and Fuel - Price Adjustment Transportation	15.0040 (1) 3.0355 (2)
Total Gas Supply Commodity Charge	18.0395
Minimum Annual Gas Supply Commodity Charge	
Rate M4 Firm and Rate M5A Interruptible Contract	0.1893
Storage and Transportation Supplemental Services - Rate T1, Rate T2 & Rate T3	<u>\$/GJ</u>
Monthly demand charges: Firm gas supply service Firm backstop gas	57.598 1.629
Commodity charges: Gas supply Backstop gas	3.882 4.332
Reasonable Efforts Backstop Gas	5.361
Supplemental Inventory	Note (3)
Supplemental Gas Sales Service (cents / m ³)	18.1644
Failure to Deliver: Applied to quantities not delivered to Union in the event the customer's supply fails	2.832
Discretionary Gas Supply Service (DGSS)	Note (4)

Notes:

(1) The Commodity and Fuel rate includes a gas supply administration charge of 0.1893 cents/m³.

(2) Prospective Recovery of gas supply deferral accounts, and a temporary charge of 0.4487 cents/m³ expiring June 30, 2019.

(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 January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Supersedes EB-2018-0253 Rate Schedule effective October 1, 2018.

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ENBRIDGE GAS INC. UNION SOUTH 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 <u>Rate/GJ/mo</u>	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
	a) Combined Storage Space & Deliverability 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 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) Applied to the contracted Maximum Incremental Firm Injection Right	\$1.028		

			Effective 2019-01-01 Rate U2 <u>Page 2 of 3</u>
	Demand Charge <u>Rate/GJ/mo</u>	Fuel <u>Ratio</u>	Commodity Char <u>Rate/GJ</u>
 b) Incremental Firm Withdrawal Right: (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right 	\$1.028		
c) Short Term Storage / Balancing Service - Maximum			\$6.000
Notes:			
1. Demand charges for Annual Services are paid monthly dur its sole discretion, accepts a term of less than one year.	ing the term of the Contract, which shall n	ot be less than on	e year, unless Union
2. Daily Firm Injection and Withdrawal Rights shall be pursuar	nt to the Storage Contract.		
 Storage Space, Withdrawal Rights, and Injection Rights are where necessary, approval from the Ontario Energy Board. 		the prior written c	consent of Union and
 4. Short Term Storage / Balancing service (less than 2 years) i) a combined space and interruptible deliverability service for ii) short-term incremental firm deliverability, OR iii) a component of an operational balancing service offered. 		storage facilities,	OR
In negotiating the rate to be charged for service, the matter i) The minimum amount of storage service to which a custom ii) Whether the customer is contracting for firm or interruptible iii) Utilization of facilities,	er is willing to commit,	periods,	
iv) Competition, and v) Term.			
iv) Competition, and	rights is subject to annual asset availabilit	у.	
 iv) Competition, and v) Term. 5. Union's ability to offer incremental injection and withdrawal 	rights is subject to annual asset availabilit	у.	
 iv) Competition, and v) Term. 5. Union's ability to offer incremental injection and withdrawal ERRUN SERVICE 	rights is subject to annual asset availabilit	y.	
 iv) Competition, and v) Term. 5. Union's ability to offer incremental injection and withdrawal ERRUN SERVICE 	rights is subject to annual asset availabilit	y. Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
 iv) Competition, and v) Term. 5. Union's ability to offer incremental injection and withdrawal ERRUN SERVICE Injection and Withdrawal 	rights is subject to annual asset availabilit	Fuel	Charge

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

OTHER SERVICES & CHARGES	Effective 2019-01-01 Rate U2 Page 3 of 3
 Unless otherwise authorized by Union, customers who are delivering gas to Union under direct provide a call at Parkway, throughout the winter period, for a specified number of days. Custor who previously received Gas Supply service, must also accept, unless otherwise authorized by transportation capacity on upstream pipeline systems. 	ners initiating direct purchase arrangements,
2. Parkway Delivery Commitment Incentive ("PDCI")	
For all Parkway Delivery Obligation ("PDO") volumes delivered to Union.	Rate/GJ
PDCI	\$(0.150)

(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 January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Supersedes EB-2018-0253 Rate Schedule effective October 1, 2018.

Effective 2019-01-01 **Rate M12** Page 1 of 4

ENBRIDGE GAS INC. UNION SOUTH 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 Charges	Fuel and Commodity Charges		
	(applied to daily	Union Supplied Fuel	Shipper Suppl	
	contract demand)	Fuel and Commodity Charge	Fuel	Commodity Charge
Firm Transportation (1), (5)	<u>Rate/GJ</u>	Rate/GJ	Ratio % AND	Rate/GJ
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 rates shall be in accordance with schedule "C".	Monthly fuel ratios shall be in accordance with schedule "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 with schedule "C".	be in accordance with schedule "C".	
Parkway (TCPL / EGT) to Parkway (Cons) /				
Lisgar (2)	n/a	n/a	0.158%	

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(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	Ratio % AND	<u>Rate/GJ</u>	
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 rates shall be in accordance with schedule "C".	Monthly fuel ratios shall be in accordance with schedule "C".	\$0.151	

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.

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(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 X (QT1 + QT3)) + (DSFx(QT1 + QT3)) + F_{ST}] For June 1 to Sept. 30plus \sum_{5}^{12}
[0.001580 x (QT1 + QT3)) + (DWFxQT1) + F_{WT}] For Oct. 1 to May 31YCRR = \sum_{1}^{4}
[(0.001580 x (QT1 + QT3)) + (DSFx(QT1 + QT3)) + F_{ST}]xR For June 1 to Sept. 30plus \sum_{5}^{12}
[(0.001580 x (QT1 + QT3)) + (DWFxQT1) + F_{WT}]xR For Oct. 1 to May 31where:DSF = 0.00000 for Dawn summer fuel requirements
DWF = 0.0020 for Dawn winter fuel requirements
DWF = 0.0020 for Dawn winter fuel requirementsYCRYearly 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_{WT} The individual Shipper's monthly share of compressor fuel used in GJ which was required at Union's Lobo, Bright and Parkway Compressor Stations ("Lobo", "Bright" and "Parkway") to transport the same Shipper's QT1 monthly quantities easterly.

Lobo, Bright 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 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.

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(D) Transportation Commodity (Cont'd)

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

Lobo, Bright 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 31st.

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 (I)

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.

> Effective January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

> > Supersedes EB-2018-0253 Rate Schedule effective October 1, 2018.

SCHEDULE "A"

UNION SOUTH - RATE M12 GENERAL TERMS & CONDITIONS

L. DEFINITIONS

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

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

- 18. "TCPL" means TransCanada PipeLines Limited;
- 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;
- 23. "Union" shall mean Enbridge Gas Inc. operating as Union Gas.

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 (m³) or one thousand cubic metres (10³m³) 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. 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 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.
- 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 (20th) 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.

UNION SOUTH - RATE M12 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:

"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/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

"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;

"m³" shall mean cubic metre of gas and "10³m³" 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;

"Union" shall mean Enbridge Gas Inc. operating as Union Gas;

"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 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 (m³) or one thousand cubic metres (10³m³) 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. <u>RECEIPT POINT AND DELIVERY POINT</u>

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 (10th) 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 (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.
- 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 (20th) 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" 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 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 <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. <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. 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. 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. <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. <u>DEFAULT AND TERMINATION</u>

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. <u>SERVICE CURTAILMENT</u>

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 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.

UNION SOUTH - 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.

For customers electing firm all day transportation service, nominations shall be provided to Union's Gas iii) 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".

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 quantity received for that day. Union shall have the right to limit Services when on any day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth (1/20) of the quantity handled for that day, for each applicable Service.

f) A nomination for a daily quantity of gas on any day shall remain in effect and apply to subsequent days unless and until Union receives a new nomination from Shipper or unless Union gives Shipper written notice that it is not acceptable in accordance with either (a) or (b) of this schedule.

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

a)

SCHEDULE "B 2010"

UNION SOUTH - RATE M12 NOMINATIONS

- 1. 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 (1/20th) 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 (1/20th) 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.

ENBRIDGE GAS INC. Union South M12 Monthly Transportation Fuel Ratios and Fuel Rates Firm or Interruptible Transportation Commodity Effective January 1, 2019

	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	o Dawn
	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate
Month	(%)	(\$/GJ)	(%)	(\$/GJ)	(%)	(\$/GJ)
April	0.879	0.034	0.546	0.021	0.158	0.006
May	0.626	0.024	0.373	0.015	0.158	0.006
June	0.523	0.019	0.275	0.011	0.158	0.006
July	0.508	0.019	0.262	0.010	0.158	0.006
August	0.405	0.016	0.159	0.006	0.158	0.006
September	0.401	0.016	0.159	0.006	0.158	0.006
October	0.750	0.030	0.461	0.017	0.158	0.006
November	0.894	0.034	0.624	0.024	0.158	0.006
December	1.012	0.040	0.743	0.029	0.158	0.006
January	1.166	0.045	0.882	0.034	0.158	0.006
February	1.107	0.042	0.831	0.032	0.158	0.006
March	1.033	0.040	0.742	0.029	0.158	0.006

M12-X Easterly		M12-X Easterly				
	Kirkwall to Parkway (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	0.018	0.158	0.006	0.301	0.012
May	0.411	0.016	0.158	0.006	0.301	0.012
June	0.406	0.016	0.158	0.006	0.301	0.012
July	0.404	0.016	0.158	0.006	0.301	0.012
August	0.404	0.016	0.158	0.006	0.301	0.012
September	0.400	0.016	0.158	0.006	0.301	0.012
October	0.448	0.018	0.158	0.006	0.301	0.012
November	0.427	0.017	0.158	0.006	0.158	0.006
December	0.428	0.017	0.158	0.006	0.158	0.006
January	0.442	0.018	0.158	0.006	0.158	0.006
February	0.434	0.017	0.158	0.006	0.158	0.006
March	0.449	0.018	0.158	0.006	0.158	0.006

ENBRIDGE GAS INC. Union South M12 Monthly Transportation Authorized Overrun Fuel Ratios and Fuel Rates Firm or Interruptible Transportation Commodity Effective January 1, 2019

	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 Compression		Kirkwall t	rkwall to Dawn	
	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	
Month	(%)	(\$/GJ)	(%)	(\$/GJ)	(%)	(\$/GJ)	
April	1.499	0.180	1.166	0.167	0.778	0.181	
May	1.246	0.171	0.993	0.161	0.778	0.181	
June	1.143	0.166	0.895	0.157	0.778	0.181	
July	1.128	0.166	0.882	0.156	0.778	0.181	
August	1.025	0.162	0.779	0.153	0.778	0.181	
September	1.021	0.162	0.779	0.153	0.778	0.181	
October	1.371	0.174	1.081	0.163	0.778	0.181	
November	1.514	0.180	1.244	0.171	0.778	0.181	
December	1.632	0.187	1.363	0.174	0.778	0.181	
January	1.786	0.191	1.502	0.180	0.778	0.181	
February	1.727	0.189	1.451	0.178	0.778	0.181	
March	1.653	0.187	1.362	0.174	0.778	0.181	

	M12-X E	asterly	M12-X Easterly			
	Kirkwall to Par	kway (TCPL),	Kirkwall to Lisgar,		M12-X W	/esterly
	Parkway	(EGT)	Parkway (C	onsumers)	Parkway to Ki	rkwall, Dawn
	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate
Month	(%)	(\$/GJ)	(%)	(\$/GJ)	(%)	(\$/GJ)
April	1.111	0.193	0.778	0.181	0.921	0.186
May	1.031	0.191	0.778	0.181	0.921	0.186
June	1.026	0.191	0.778	0.181	0.921	0.186
July	1.024	0.191	0.778	0.181	0.921	0.186
August	1.024	0.191	0.778	0.181	0.921	0.186
September	1.020	0.191	0.778	0.181	0.921	0.186
October	1.068	0.192	0.778	0.181	0.921	0.186
November	1.047	0.192	0.778	0.181	0.778	0.181
December	1.048	0.192	0.778	0.181	0.778	0.181
January	1.062	0.191	0.778	0.181	0.778	0.181
February	1.054	0.192	0.778	0.181	0.778	0.181
March	1.069	0.192	0.778	0.181	0.778	0.181

UNION SOUTH - 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 Inc.'s (Enbridge) Tecumseh Gas Storage's facilities, at or adjacent to Dawn (Facilities).
R	<u>DAWN (TSLE):</u>	At the junction of Union's and Enbridge's 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 ("Vector") facilities, at or adjacent to Dawn (Facilities).
R,D	<u>PARKWAY (TCPL):</u>	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	<u>Parkway (Consumers)</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	<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.

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ENBRIDGE GAS INC. UNION SOUTH 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

				Union Supplied Fuel	Shipp	er Supplie	ed Fuel
		Demand Charge <u>Rate/Month</u>	Commodity Charge <u>Rate/GJ</u>	Fuel and Commodity Charge <u>Rate/GJ</u>	Fuel <u>Ratio %</u>	<u>AND</u>	Commodity Charge <u>Rate/GJ</u>
1.	Monthly fixed charge per Customer Station	\$957.58					
2.	Transmission Commodity Charge		\$0.035				
3.	Delivery Commodity Charge			\$0.006	0.158%		

These charges are in addition to the transportation, storage and/or balancing charges which shall be paid for under Rate M12 or Rate C1, or other services that may be negotiated.

4. Overrun Services

Authorized Overrun

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

	Union			
	Supplied Fuel	Shipp	er Supplie	ed Fuel
	Fuel and			Commodity
	Commodity Charge	Fuel		Charge
	Rate/GJ	<u>Ratio %</u>	<u>AND</u>	Rate/GJ
Authorized Overrun Charge	\$0.136	0.158%		\$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 January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Supersedes EB-2018-0253 Rate Schedule effective October 1, 2018.

UNION SOUTH - 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/10³m³ 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/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

"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;

"m³" shall mean cubic metre of gas and "10³m³" 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 10³m³, 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;

"Union" shall mean Enbridge Gas Inc. operating as Union Gas;

"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 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. <u>MEASUREMENTS</u>

- 1. <u>Service Unit:</u> The unit of the gas delivered to Union shall be a quantity of 10³m³. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.
- 2. <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.

IV. RECEIPT POINT AND DELIVERY POINT

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. <u>MEASURING EQUIPMENT</u>

- 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 cent (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. <u>BILLING</u>

- 1. <u>Monthly Billing Date:</u> Union shall render bills on or before the tenth (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 tenth (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.
- 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 (20th) 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" 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. <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 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.
- 2. <u>Emergency:</u> 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. <u>MISCELLANEOUS PROVISIONS</u>

- 1. <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. <u>PRECONDITIONS TO SERVICES</u>

- 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.

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\$0.035

ENBRIDGE GAS INC. UNION SOUTH 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) \$1,523.40

Transmission Commodity Charge to Dawn (\$ per GJ)

	Transportation Fuel:	Customers located East <u>of Dawn</u>	Customers located West <u>of Dawn</u>
	Fuel Charges to Dawn		
	Commodity Rate - Union supplied fuel (\$ per GJ)	\$0.006	\$0.006
	Fuel Ratio - Shipper supplied fuel (%)	0.158%	0.158%
	Fuel Charges to the Pool		
	Commodity Rate - Union supplied fuel (\$ per GJ)	\$0.007	\$0.017
	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

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(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	Customers
	located East	located West
	<u>of Dawn</u>	<u>of Dawn</u>
Firm Transportation:		
Charges to Dawn		
Commodity Rate - Union supplied fuel (\$ per GJ)	\$0.066	\$0.136
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)	\$0.033	\$0.112
Commodity Rate - Shipper supplied fuel (\$ per GJ)	\$0.025	\$0.095
Fuel Ratio - Shipper supplied fuel (%)	0.185%	0.449%

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 January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Supersedes EB-2018-0253 Rate Schedule effective October 1, 2018.

GENERAL TERMS & CONDITIONS UNION SOUTH - M16 TRANSPORTATION AGREEMENT

I. DEFINITIONS

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

- 1. "Banking Day" shall mean a day on which the general offices of the Canadian Imperial Bank of Commerce, 99 King St. W., Chatham, Ontario are open for business;
- 2. "business day" shall mean a day on which the general offices of Union in Chatham, Ontario are open for business;
- 3. "Contract" shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;
- 4. "contract year" shall mean a period of three hundred and sixty-five (365) consecutive days, beginning on the day agreed upon by Union and Shipper as set forth in the Contract, or on any anniversary of such date; provided, however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days;
- 5. "day" shall mean a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Standard time. The reference date for any day shall be the calendar date upon which the twenty-four (24) hour period shall commence;
- 6. "month" shall mean the period beginning at 9:00 a.m. Central Standard time on the first day of a calendar month and ending at 9:00 a.m. Central Standard time on the first day of the following calendar month;
- 7. "firm" shall mean service not subject to curtailment or interruption except under Articles XI and XII of this Schedule "B";
- 8. "interruptible service" shall mean service subject to curtailment or interruption, after notice, at any time;
- 9. "gas" shall mean gas as defined in the Ontario Energy Board Act, R.S.O. 1980, c. 332, as amended, supplemented or reenacted from time to time;
- 10. "cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
- 11. "m³" shall mean cubic metre of gas and "10³m³" shall mean 1,000 cubic metres of gas;
- 12. "pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;
- 13. "joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000 joules;
- 14. "gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;
- 15. "Shipper" shall have the meaning as defined in the Contract, and shall also include Shipper's agent(s);
- 16. "subsidiary" means a company in which more than fifty (50) per cent of the issued share capital (having full voting

rights under all circumstances) is owned or controlled directly or indirectly by another company, by one or more subsidiaries of such other company, or by such other company and one or more of its subsidiaries;

- 17. "TCPL" means TransCanada PipeLines Limited;
- 18. "NOVA" means Gas Transmission Ltd.;
- 19. "Panhandle" means CMS Panhandle Eastern Pipeline Company;
- 20. "MichCon" means Michigan Consolidated Gas Company;
- 21. "SCPL" means St. Clair Pipelines (1996) Ltd.;
- 22. "OEB" means the Ontario Energy Board;
- 23. "NEB" means the National Energy Board (Canada);
- 24. "GLGT" means Great Lakes Gas Transmission Company;
- 25. "CMS" means CMS Gas Transmission and Storage Company;
- 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;
- 30. "Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity; and,
- 31. "Union" shall mean Enbridge Gas Inc. operating as Union Gas.

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 (m³) or one thousand cubic metres (10³m³) 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.
- 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%), 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 (20th) 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, 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 its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's bill, the aforesaid date of refund shall be deemed to be the date of the issue of invoice.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties 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.

UNION SOUTH - 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/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

"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;

"m³" shall mean cubic metre of gas and "10³m³" 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" shall mean Enbridge Gas Inc. operating as Union Gas;

"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. <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 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. <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 (m³) or one thousand cubic metres (10³m³) 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.
- 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

- 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.

- 4. <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%), 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 (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 tenth (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.
- 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 (20th) 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" 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 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. <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. 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 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

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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. <u>SHIPPER'S REPRESENTATIONS AND WARRANTIES</u>

- 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. <u>MISCELLANEOUS PROVISIONS</u>

- 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. <u>PRECONDITIONS TO TRANSPORTATION SERVICES</u>

- 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.

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ENBRIDGE GAS INC. UNION SOUTH 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 Charges	Fuel and Commodity Charges Union Supplied Fuel Shipper Supplie					
		(applied to daily	Fuel and Corr	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>	AND	Rate/GJ
a)	Firm Transportation				_	_		
	Between:							
	St.Clair & Dawn	\$2.888	\$0.008	\$0.010	0.208%	0.267%		
	Ojibway & Dawn	\$2.888	\$0.017	\$0.012	0.449%	0.305%		
	Bluewater & Dawn	\$2.888	\$0.008	\$0.010	0.208%	0.267%		
	From:							
	Parkway to Kirkwall	\$0.874	\$0.012	\$0.006	0.301%	0.158%		
	Parkway to Dawn	\$0.874	\$0.012	\$0.006	0.301%	0.158%		
	Kirkwall to Dawn	\$1.542	\$0.006	\$0.006	0.158%	0.158%		
	Dawn to Kirkwall	\$3.154	\$0.012	\$0.030	0.319%	0.764%		
	Dawn to Parkway	\$3.716	\$0.023	\$0.040	0.585%	1.042%		
	Kirkwall to Parkway	\$0.561	\$0.016	\$0.017	0.423%	0.436%		

b) Firm Transportation between two points within Dawn

Dawn to Dawn-Vector\$0.030n/an/a0.341%0.158%Dawn to Dawn-TCPL\$0.139n/an/a0.158%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

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Authorized Overrun:

The following Overrun rates are applied to any quantities transported in excess of the Contract parameters. Overrun will be authorized at Union's sole discretion. Authorized overrun for short-term firm transportation is available at negotiated rates.

		Union Supplied Fuel		Shipper Supplied			J Fuel	
		Fuel and Corr	Fuel and Commodity 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>	AND	Rate/GJ	
a)	Firm Transportation							
	Between:							
	St.Clair & Dawn	\$0.103	\$0.105	0.208%	0.267%		\$0.095	
	Ojibway & Dawn	\$0.112	\$0.107	0.449%	0.305%		\$0.095	
	Bluewater & Dawn	\$0.103	\$0.105	0.208%	0.267%		\$0.095	
	From:							
	Parkway to Kirkwall	\$0.158	\$0.152	0.921%	0.778%		\$0.122	
	Parkway to Dawn	\$0.158	\$0.152	0.921%	0.778%		\$0.122	
	Kirkwall to Dawn	\$0.081	\$0.081	0.778%	0.778%		\$0.051	
	Dawn to Kirkwall	\$0.140	\$0.157	0.939%	1.384%		\$0.104	
	Dawn to Parkway	\$0.169	\$0.187	1.205%	1.662%		\$0.122	
	Kirkwall to Parkway	\$0.059	\$0.059	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	

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 January 1, 2019 Implemented January 1, 2019 O.E.B. Order # EB-2018-0315

Supersedes EB-2018-0253 Rate Schedule effective October 1, 2018.

SCHEDULE "A"

UNION SOUTH - RATE C1 GENERAL TERMS & CONDITIONS

<u>L</u> <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:

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

- 18. "TCPL" means TransCanada PipeLines Limited;
- 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;
- 23. "Union" shall mean Enbridge Gas Inc. operating as Union Gas.

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 (m³) or one thousand cubic metres (10³m³) 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. 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%). 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.
- 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 (20th) 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.

UNION SOUTH - 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/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

"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;

"m³" shall mean cubic metre of gas and "10³m³" 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;

"Union" shall mean Enbridge Gas Inc. operating as Union Gas;

"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 (m³) or one thousand cubic metres (10³m³) 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 "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 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 (10th) 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 (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.
- 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 (20th) 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" 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.

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.

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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. <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, 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. <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. 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. <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. <u>DEFAULT AND TERMINATION</u>

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. <u>MISCELLANEOUS PROVISIONS</u>

- 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. <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"

UNION SOUTH - 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.

SCHEDULE "B 2010"

UNION SOUTH - RATE C1 NOMINATIONS

- 1. 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.
- 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 (1/20th) 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 (1/20th) 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"

UNION SOUTH - 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	<u>DAWN (TECUMSEH):</u>	At the junction of Union's and Enbridge Gas 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's 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 ("Vector") 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	<u>Parkway (Consumers)</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.
R, D	<u>ojibway:</u>	At the junction of Union's and Panhandle Eastern Pipe Line Company, LP's ("Panhandle") 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 ("MichCon") 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
 BLUEWATER:
 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.
 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.

ENBRIDGE GAS INC. Union North and Union South Summary of Average Interruptible Rate and Price Adjustment Changes for Rates 25, M4, M5A, M7, T1 and T2 Effective January 1, 2019

Line No.	Particulars (cents / m³)	Monthly Charge Increase / (Decrease) (a)	Delivery Commodity Charge Increase / (Decrease) (b)	Delivery - Price Adjustment Increase / (Decrease) (c)	Cap-and-Trade Charges Increase / (Decrease) (d)	Gas Commodity Price Adjustment Rate (1) (e)
	Rate 25					
1	All Zones		-			(0.2720)
2	Rate M4 Interruptible		0.0275			
	Rate M5A					
5	Interruptible		0.0275			
	Rate M7					
6	Interruptible		0.0302			
7	Seasonal		0.0302			
8 9	Rate T1 - Interruptible Transportation - Union supplies fuel Transportation - Customer supplies fuel		0.0059			
10 11	Rate T2 - Interruptible Transportation - Union supplies fuel Transportation - Customer supplies fuel		0.0053			

Notes:

(1) Applies to sales service customers only.

ENBRIDGE GAS INC. Union North and Union South 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/statemen
Dispute Meter Test Charges	
Meter Test - Residential Meter	\$50 flat fee for removal and te
Meter Test - Commercial/Industrial Meter	Hourly charge based on actua 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.

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ENBRIDGE GAS INC. Union North and Union South General Service Unit Rates for Prospective Recovery/(Refund) - Delivery 2017 Deferral Account Disposition

Line No.	Particulars	Rate Class	2017 Deferral Balances (\$000's) (a)	2017 Earnings Sharing Mechanism (\$000's) (b)	Deferral Balance for Disposition (\$000's) (c) = (a + b)	Forecast Volume (10 ³ m ³) (1) (d)	Unit Rate for Prospective Recovery/(Refund) $(cents/m^3)$ (e) = (c / d) * 100
1	Small Volume General Service	01	1,603	-	1,603	609,769	0.2630
2	Large Volume General Service	10	218		218	198,813	0.1097
3	Small Volume General Service	M1	(520)	-	(520)	1,904,866	(0.0273)
4	Large Volume General Service	M2	(1,547)		(1,547)	683,530	(0.2263)

Notes:

(1) Forecast volume for the period January 1, 2019 to June 30, 2019.

Filed: 2018-12-11 EB-2018-0315 Rate Order Appendix F <u>Page 2 of 6</u>

ENBRIDGE GAS INC. Union North and Union South General Service Unit Rates for Prospective Recovery/(Refund) - Gas Supply Transportation 2017 Deferral Account Disposition

Line		Rate	2017 Deferral Balances	2017 Earnings Sharing Mechanism	Deferral Balance for Disposition	Forecast Volume	Unit Rate for Prospective Recovery/(Refund)
No.	Particulars	Class	(\$000's)	(\$000's)	(\$000's)	(10 ³ m ³) (1)	(cents/m ³)
			(a)	(b)	(c) = (a + b)	(d)	(e) = (c / d) * 100
	Union North West						
1	Small Volume General Service	01	(2,298)	-	(2,298)	176,259	(1.3036)
2	Large Volume General Service	10	(456)	-	(456)	49,064	(0.9299)
	Union North East						
3	Small Volume General Service	01	786	-	786	433,510	0.1814
4	Large Volume General Service	10	209	-	209	147,889	0.1414

Notes:

(1) Forecast volume for the period January 1, 2019 to June 30, 2019.

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ENBRIDGE GAS INC. Union North and Union South Unit Rates for Prospective Recovery/(Refund) - Gas Supply Commodity 2017 Deferral Account Disposition

Line No.	Particulars	Rate Class	2017 Deferral Balances (\$000's) (a)	2017 Earnings Sharing Mechanism (\$000's) (b)	Deferral Balance for Disposition (\$000's) (c) = (a + b)	Forecast Volume (10 ³ m ³) (1) (d)	Unit Rate for Prospective Recovery/(Refund) $(cents/m^3)$ (2) (e) = (c / d) * 100
1	Small Volume General Service	M1	7,784	-	7,784	1,764,164	0.4487
2	Large Volume General Service	M2	1,651	-	1,651	334,383	0.4487
3	Firm Com/Ind Contract	M4	100	-	100	26,702	0.4487
4	Interruptible Com/Ind Contract	M5	27	-	27	3,159	0.4487
5	Special Large Volume Contract	M7	61	-	61	8,819	0.4487
6	Large Wholesale	M9	34	-	34	13,837	0.4487
7	Small Wholesale	M10	1	-	1	960	0.4487
8	Total				9,657	2,152,025	0.4487

Notes:

(1) Forecast sales service volumes for the period January 1, 2019 to June 30, 2019.

(2) Unit rate for prospective recovery/refund for each rate class equal to the gas supply commodity weighted-average unit rate.

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ENBRIDGE GAS INC. Union North and Union South Contract Unit Rates for One-Time Adjustment - Delivery 2017 Deferral Account Disposition

Line No.	Particulars	Rate Class	2017 Deferral Balances (\$000's) (a)	2017 Earnings Sharing Mechanism (\$000's) (b)	Deferral Balance for Disposition (\$000's) (c) = (a + b)	2017 Actual Volume (10 ³ m ³) (d)	Unit Rate (cents/m ³) (e) = (c / d) * 100
	Union North						
1	Medium Volume Firm Service (1)	20	19	-	19	108,741	0.0175
2	Medium Volume Firm Service (2)	20T	55	-	55	391,421	0.0140
3	Large Volume High Load Factor (2)	100T	74	-	74	1,029,988	0.0072
4	Large Volume Interruptible	25	30	-	30	107,644	0.0281
	Union South						
5	Firm Com/Ind Contract	M4	151	-	151	551,180	0.0273
6	Interruptible Com/Ind Contract	M5	61	-	61	140,489	0.0437
7	Special Large Volume Contract	M7	91	-	91	506,549	0.0179
8	Large Wholesale	M9	(28)	-	(28)	69,559	(0.0401)
9	Small Wholesale	M10	(1)	-	(1)	276	(0.2725)
10	Contract Carriage Service	T1	58	-	58	458,724	0.0126
11	Contract Carriage Service	T2	80	-	80	3,766,529	0.0021
12	Contract Carriage- Wholesale	Т3	(202)	-	(202)	258,356	(0.0784)

Notes:

(1) Sales and Bundled-T customers only.

(2) T-Service customers only.

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ENBRIDGE GAS INC. Union North and Union South Contract Unit Rates for One-Time Adjustment - Gas Supply Transportation and Bundled Storage 2017 Deferral Account Disposition

Line		Rate	2017 Deferral Balances	2017 Earnings Sharing Mechanism	Deferral Balance for Disposition	2017 Actual Volume/	Billing	Unit Volumetric/ Demand Rate
No.	Particulars	Class	(\$000's)	(\$000's)	(\$000's)	Demand	Units	(cents/m3)
	Gas Supply Charges		(a)	(b)	(c) = (a + b)	(d)		(e) = (c / d) * 100
	Union North West							
1	Medium Volume Firm Service	20	(155)	-	(155)	1,644	10 ³ m ³ /d	(9.4360)
2	Large Volume Interruptible	25	10	-	10	18,775	10 ³ m ³	0.0522
	Union North East							
3	Medium Volume Firm Service	20	78	-	78	4,265	10 ³ m ³ /d	1.8192
4	Large Volume Interruptible	25	37	-	37	21,843	10 ³ m ³	0.1702
5	Storage (\$/GJ) Bundled-T Storage Service	20T/100T	10	-	10	155,904	GJ/d	0.062

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ENBRIDGE GAS INC. Union North and Union South Storage and Transportation Service Amounts for Disposition 2017 Deferral Account Disposition

Line No.	Particulars (\$000's) (1)	Rate Class	2017 Deferral <u>Balances</u> (a)	2017 Earnings Sharing <u>Mechanism</u> (b)	Deferral Balance for Disposition (c)
1	Transportation	M12	(7,494)	-	(7,494)
2	Transportation of Locally Produced Gas	M13	0	-	0
3	Cross Franchise Transportation	C1	219	-	219
4	Storage and Transportation Services	M16	51	-	51

Notes:

(1) Ex-franchise Rate M12, Rate M13, Rate M16 and Rate C1 customer specific amounts determined using approved deferral account allocation methodologies.

Filed: 2018-12-11 EB-2018-0315 <u>Working Papers</u>

EB-2018-0315 Working Papers Index

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- 1 Calculation of Supplemental Service Charges
- 2 Derivation of Amounts and Unit Rates for Prospective Recovery
 - Page 1 Union North West Purchase Gas Variance Account (Deferral Account 179-147)
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 - Page 5 South Purchase Gas Variance Account (Deferral Account 179-106)
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 - Page 9 Load Balancing (Deferral Account 179-107) Rate 20
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- 3 2017 Deferral Account Balances
- 4 Allocation of 2017 Deferral Account Balances
- 5 Unit Rates for Prospective Recovery/(Refund) & One-Time Adjustments, and Storage and Transportation Service (Ex-Franchise) Amounts for Disposition
- 6 2017 Deferrals General Service Customer Bill Impacts

UNION RATE ZONES Union North Calculation of Supplemental Service Charges Commissioning and Decommissioning Rates Effective January 1, 2019

Line No.	Particulars	Union North West (a)	Union North East (b)
		(a)	(6)
	Rate 20 - At 50% Load Factor		
	Delivery (cents / m ³)	00.0545	00.0545
1	Monthly Demand (1) Line 1 x 12 months	28.6515 343.8180	28.6515 343.8180
2 3	Line 2 / 365 days	0.9420	0.9420
4	Line 3 @ 50% Load Factor	1.8839	1.8839
5	Delivery Commodity Charge (1)	0.5468	0.5468
6	Total Delivery Commissioning and Decommissioning	2.4307	2.4307
	Gas Supply (cents / m ³)		
7	Monthly Demand (1)	56.3643	47.8650
8	Gas Supply Demand - Price Adjustment (1)	-	-
9	(Line 7 + Line 8) x 12 months	676.3716	574.3800
10	Line 9 / 365 days	1.8531	1.5736
11	Line 10 @ 50% Load Factor	3.7061	3.1473
12	Commodity Transportation 1 (1)	3.5406	2.2263
13	Commodity Transportation 1 - Price Adjustment (1)	0.2642	(1.0416)
14	(Line 12 + Line 13) x (4/5)	3.0438	0.9478
15	Commodity Transportation 2 (1)	-	-
16	Line 15 * (1/5)	·	-
	Total Commodity Transportation		
17	Charge for Commissioning and Decommissioning Rate	6.7500	4.0950
	Rate 100 - At 70% Load Factor		
	Delivery (cents / m ³)		
18	Monthly Demand (2)	15.0877	15.0877
19	Line 18 x 12 months	181.0524	181.0524
20 21	Line 19 / 365 days	0.4960 0.7086	0.4960 0.7086
21	Line 20 @ 70% Load Factor Commodity Charge (2)	0.2201	0.2201
23	Total Delivery Commissioning and Decommissioning	0.9287	0.9287
24	<u>Gas Supply (cents / m³)</u> Monthly Demand (2)	110.5527	155.6734
25	Line 24 x 12 months	1,326.6324	1,868.0808
26	Line 25 / 365 days	3.6346	5.1180
27	Line 26 @ 70% Load Factor	5.1923	7.3115
28	Commodity Transportation 1 (2)	6.2043	8.9067
29	Line 28 * (3/7)	2.6590	3.8172
30	Commodity Transportation 2 (2)	<u> </u>	-
31	Line 30 * (4/7)	-	-
	Total Commodity Transportation		
32	Charge for Commissioning and Decommissioning Rate	7.8513	11.1286

Notes: (1) Appendix A, p.3. (2) Appendix A, p.4.

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UNION RATE ZONES Union South Calculation of Supplemental Service Charges Effective January 1, 2019

Line				
No.	Particulars		cents / m ³	\$ / 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		15.0971	
6	FT Transportation Commodity		-	
7	FT Fuel		-	
8	Total Gas Supply Commodity Charge		15.0971	3.882
	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		
12	Number of months	12	22.0740 (a)	
	Inventory carrying costs:			
13	Sales WACOG	15.0040		
14	Overrun storage withdrawal	0.3539		
15		15.3579		
16	Units required (m ³)	43		
17	Pre-tax return (%)	8.170%	53.9538 (b)	
18	Annual demand charge		76.0278 (a) + (b)
19	Number of months		12	
20	Monthly demand charge		6.3357	1.629
	Commodity:			
21	Sales WACOG		15.0040	
22	Overrun storage withdrawal		0.3539	
23	Rate T1 - Overrun transportation		1.4884	
24	Commodity charge		16.8463	4.332

Notes: (1) Each unit of added delivery requires 43 m³ of additional inventory.

UNION RATE ZONES Union South Calculation of Supplemental Service Charges Effective January 1, 2019

Line			
No.	Particulars	cents / m ³	\$ / GJ
		(a)	(b)
	Reasonable Efforts Backstop Gas:		
1	Rate M1 - Block 1 delivery rate	5.1102	
2	Rate M1 - Storage rate	0.7331	
3	Sales WACOG	15.0040	
4	Total	20.8473	5.361
	Supplemental Inventory:		
5	Sales WACOG	15.0040	
6	Injection commodity	0.1642	
7	Space charge (p.2, line 10 x 12)	0.5133	
8		15.6815	4.032
	Carrying costs (1/2 year)		
9	(line 8 x p.2, line 17) / 2	0.6406	
10	Total (line 8 + line 9)	16.3221	4.197
	Supplemental Gas Sales:		
11	Supplemental inventory	16.3221	
12	Overrun storage withdrawal	0.3539	
13	Rate T1 - Overrun transportation	1.4884	
14	Total	18.1644	
	Failure to Deliver:		
15	Rate M1 - Block 1 delivery rate	5.1102	
16	Rate M1 - Storage rate	0.7331	
17	Failure to Deliver Adjustment	5.1708	1.330
18	Failure to Deliver Charge	11.0141	2.832
	Parkway Delivery Commitment Incentive ("PDCI")		
19	Rate M12 Dawn to Parkway demand rate (1)		3.716
20	Line19 x 12 months		44.5920
21	Line 20 / 365 days		0.122
22	Rate M12 average Dawn to Parkway (TCPL / EGT) fuel rate (2)		0.028
23	Total (line 21 + line 22)	—	(0.150)
		—	

Notes:

Appendix A, p.14, line 2, column (c).
 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.

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0.3674

4.6348

UNION RATE ZONES Union South Calculation of Supplemental Service Charges Calculation of Minimum & Maximum Charges Effective January 1, 2019

Particulars		cents / m ³
Minimum Charges		(a)
Rate M4 (F)	Minimum annual delivery commodity charge:	
· · ·	Monthly delivery commodity charge (Rate M4 1st Block)	1.5779
	Gas Supply Admin Charge	0.1893
	Minimum annual delivery commodity charge	1.7672
Rate M4 (I) / M5	Minimum annual delivery commodity charge:	
	Monthly delivery commodity charge (Rate M5 1st Block)	3.0532
	Gas Supply Admin Charge	0.1893
	Minimum annual delivery commodity charge	3.2425
Maximum Charges		
Rate 25 Interruptible		5 0700
	Average Rate 10 Firm Delivery Charge	5.8728
	Percent of Average Firm Delivery Price	90%
	charge	5.2855
	-	
Rate M7 Interruptible	Maximum interruptible delivery commodity charge:	
	Rate M7 firm commodity charge	0.3674
	Rate M7 firm demand charge commoditized at a Load Factor of 18.69%	6.0962
	Rate M7 maximum interruptible charge	6.4636
Rate T1 Interruptible	Maximum interruptible delivery commodity charge	6.4636
Rate T2 Interruptible	Maximum interruptible delivery commodity charge	6.4636
Rate M7 - Commissioning and	Decommissioning Rate	
-		
Delivery (cents / m ³) Monthly Demand (1)		34.6517
Annual Demand (line 15 x 12	2 months)	415.8204
Daily Demand (line 16 / 365		1.1392
@ Class Average Firm Load		4.2674
		4.2014

Delivery Commodity Charge (1) Delivery - Price Adjustment 20 Total Delivery Commissioning and Decommissioning (line 18 + line 19 + line 20) 21

19

<u>Notes:</u> (1) Appendix A, p.9.

UNION RATE ZONES Union South Calculation of Supplemental Service Charges Effective January 1, 2019

Line No.	Particulars	Union Supplies Fuel	Customer Supplies Fuel
		(a)	(b)
	Rate T1 / Rate T2 / Rate T3 - At 100% Load Factor		
	Authorized Storage Overrun (\$ / GJ)		
1	Monthly Demand (1)	1.482	1.482
2	Annual Demand (line 1 x 12 months)	17.784	17.784
3	Daily Demand (line 2 / 365 days)	0.049	0.049
4	@ 100% Load Factor	0.049	0.049
5	Commodity Charge (2)	0.042	0.008
6	Total Storage Overrun (line 4 + line 5)	0.091	0.057
	Rate T1 - At 100% Load Factor		
	Authorized Transportation Overrun (cents / m ³)		
7	Monthly Demand (3)	40.5921	40.5921
8	Annual Demand (line 7 x 12 months)	487.1052	487.1052
9	Daily Demand (line 8 / 365 days)	1.3345	1.3345
10	@ 100% Load Factor	1.3345	1.3345
11	Commodity Charge (4)	0.1539	0.1051
12	Total Transportation Overrun (line 10 + line 11)	1.4884	1.4396
	Rate T2 - At 100% Load Factor		
	Authorized Transportation Overrun (cents / m ³)		
13	Monthly Demand (5)	32.0198	32.0198
14	Annual Demand (line 13 x 12 months)	384.2376	384.2376
15	Daily Demand (line 14 / 365 days)	1.0527	1.0527
16	@ 100% Load Factor	1.0527	1.0527
17	Commodity Charge (6)	0.0679	0.0234
18	Total Transportation Overrun (line 16 + line 17)	1.1206	1.0761
	Rate T3 - At 100% Load Factor		
	Authorized Transportation Overrun (cents / m ³)		
19	Monthly Demand (7)	17.9898	17.9898
20	Annual Demand (line 19 x 12 months)	215.8776	215.8776
21	Daily Demand (line 20 / 365 days)	0.5914	0.5914
	@ 100% Load Factor	0.5914	0.5914
22			
22 23 24	Commodity Charge (8) Total Transportation Overrun (line 22 + line 23)	<u> </u>	0.0569

Notes:

(1) Appendix A, p.10.
(2) Column (a) calculated as WACOG / Heat Value * Overrun Fuel Ratio + Injection Commodity = \$150.971 /10³m³ / 38.89 GJ/10³m³ * 0.881% + \$0.008/GJ.

(3) Appendix A, p.10.

(4) Column (a) calculated as WACOG / 10 * Transportation Fuel Ratio + Firm Commodity Transport = \$150.971 /10³m³ / 10 * 0.323% + 0.1051 cents/m³.

(5) Appendix A, p.11.

(6) Column (a) calculated as WACOG / 10 * Transportation Fuel Ratio + Firm Commodity Transport = \$150.971 / 10³m³ / 10 * 0.295% + 0.0234 cents/m³.

(7) Appendix A, p.12.

(8) Column (a) calculated as WACOG / 10 * Transportation Fuel Ratio + Firm Commodity Transport = \$150.971 /10³m³ / 10 * 0.412% + 0.0569 cents/m³.

UNION RATE ZONES Union South Calculation of Union Supplied Fuel Rates for In-Franchise Semi-Unbundled Rate T1, Rate T2 and Rate T3 <u>Effective January 1, 2019</u>

Line No.	Particulars	Union Supplies Fuel	Customer Supplies Fuel
		(a)	(b)
	Rate T1 Transportation Service (cents/m ³)		
1	Dawn Price as per EB-2018-0315	15.0971	
2	2018 Fuel Ratio as per EB-2018-0315	0.323%	
3	Fuel Rate (line 1 x line 2)	0.0488	
4	Firm Transportation Commodity Charge	0.1051	0.1051
5	All Volumes	0.1539	0.1051
6	Interruptible Transportation Commodity Charge - Maximum	6.4636	6.4148
	Rate T2 Transportation Service (cents/m ³)		
7	Dawn Price as per EB-2018-0315	15.0971	
8	2018 Fuel Ratio as per EB-2018-0315	0.295%	
9	Fuel Rate (line 7 x line 8)	0.0445	
10	Firm Transportation Commodity Charge	0.0234	0.0234
11	All Volumes	0.0679	0.0234
12	Interruptible Transportation Commodity Charge - Maximum	6.4636	6.4191
	Rate T3 Transportation Service (cents/m ³)		
13	Dawn Price as per EB-2018-0315	15.0971	
14	2018 Fuel Ratio as per EB-2018-0315	0.412%	
15	Fuel Rate (line 13 x line 14)	0.0622	
16	Firm Transportation Commodity Charge	0.0569	0.0569
17	All Volumes	0.1191	0.0569
	Rate T1, Rate T2 & Rate T3 Storage Service (\$/GJ)		
18	Dawn Price as per EB-2018-0315	3.882	
19	2018 Fuel Ratio as per EB-2018-0315	0.408%	
20	Fuel Rate (line 18 x line 19)	0.016	
20	Storage Commodity Charge	0.008	0.008
22	All Volumes	0.024	0.008
	Rate T1, Rate T2 & Rate T3 Annual Firm Injection/Withdrawal Right	<u>\$ / GJ</u> (a)	
		(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-2018-0315	3.882	
28	ICC %	8.2%	
29	Inventory Carrying Costs (line 26 * line 27 * line 28 / 1000)	4,769	
30	Deliverability Demand Allocation Units	1,332,764 (3)	
31	Line 29 / line 30 x 1000 / 12	0.298	
32	Union provides deliverability Inventory as per EB-2018-0315 (line 23 + line 31)	1.482	

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).

UNION RATE ZONES Union North West Purchase Gas Variance Account (Deferral Account 179-147) Derivation of Amounts and Unit Rates for Prospective Recovery

Particulars Deferral Amounts for Recovery Change in 12-month deferral account projection: 12-month projection from current QRAM application _ess: 12-month projection from previous QRAM application Change (Line 1 - Line 2)	Units (\$000's)	Oct Q4 (a)	Jan Q1 (1) (b)	Apr Q2 (2) (c)	Oct Q4 (3) (d)	Jan Q1 (4) (e)
Deferral Amounts for Recovery Change in 12-month deferral account projection: 12-month projection from current QRAM application Less: 12-month projection from previous QRAM application	(\$000's)		<u> </u>			
Change in 12-month deferral account projection: 12-month projection from current QRAM application _ess: 12-month projection from previous QRAM application	. ,	(a)	(b)	(c)	(d)	(e)
Change in 12-month deferral account projection: 12-month projection from current QRAM application _ess: 12-month projection from previous QRAM application	. ,					
12-month projection from current QRAM application _ess: 12-month projection from previous QRAM application	. ,					
Less: 12-month projection from previous QRAM application	. ,					
		1	1	(7)	(0)	-
Change (Line 1 - Line 2)	(\$000's)	(1)	1	<u> </u>	(7)	(0)
	(\$000's)	1	0	(7)	6	0
Previous Quarter: True-up of deferral balances						
Actual deferral balances	(\$000's)	(903)	(370)	(1,198)	(3,323)	(128)
Current projected deferral amounts	(\$000's)	(82)	(1,370)	(2,527)	(1,365)	3,109
_ess: Previous projection included in recovery	(\$000's)	(813)	(82)	(1,370)	(2,527)	(1,365)
Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(172)	(1,657)	(2,356)	(2,161)	4,346
Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(171)	(1,657)	(2,363)	(2,154)	4,347
Previous Quarter: True-up of Prospective Recovery Amounts						
	(\$000's)	28	(77)	(362)	(2.122)	(284)
	()		. ,	· · ·	. ,	(322)
Variance (Line 9 - Line 10)	(\$000's)	(1)	(11)	47	186	38
Prospective Recovery Amount Deferral Transfer	(\$000's)	24	5	(8)	(15)	-
Total Amount for Prospective Recovery (Line 8 + Line 11 + Line 12)	(\$000's)	(148)	(1,663)	(2,324)	(1,984)	4,385
Forecast - 12 month Union North West sales service volume	$(10^3 m^3)$	306,503	297,580			315,585
Jnit Rate	(cents/m ³)	(0.0483)	(0.5589)	(0.7835)	(0.6702)	1.3895
Summary of Unit Rates						
	(cents/m ³)	-	(0,5589)	(0 5589)	(0 5589)	1.3895
		0.0611	· · · ·		, ,	(0.7835)
	``````			. ,	(0.7055)	(0.7000)
		· · · ·		(0.5830)	-	-
Jnit Rate Q4	(cents/m ³ )	(0.0483)	(0.0483)	(0.0483)	(0.6702)	(0.6702)
	Prospective Recovery Amount Deferral Transfer Total Amount for Prospective Recovery (Line 8 + Line 11 + Line 12) Torecast - 12 month Union North West sales service volume Unit Rate Summary of Unit Rates Juit Rate Q1 Expiring rider replaced by new rider Juit Rate Q2 Juit Rate Q3	Actual data since previous QRAM application:       (\$000's)         Forecast prospective recovery amount       (\$000's)         Less: Actual prospective recovery amount       (\$000's)         /ariance (Line 9 - Line 10)       (\$000's)         Prospective Recovery Amount Deferral Transfer       (\$000's)         Prospective Recovery Amount Deferral Transfer       (\$000's)         Forecast - 12 month Union North West sales service volume       (10 ³ m ³ )         Jnit Rate       (cents/m ³ )         Jnit Rate Q1       Expiring rider replaced by new rider         Jnit Rate Q2       (cents/m ³ )         Jnit Rate Q3       (cents/m ³ )	Actual data since previous QRAM application:       (\$000's)       28         Forecast prospective recovery amount       (\$000's)       30         /ariance (Line 9 - Line 10)       (\$000's)       (1)         Prospective Recovery Amount Deferral Transfer       (\$000's)       24         Fotal Amount for Prospective Recovery (Line 8 + Line 11 + Line 12)       (\$000's)       (148)         Forecast - 12 month Union North West sales service volume       (10 ³ m ³ )       306,503         Jnit Rate       (cents/m ³ )       (0.0483)         Summary of Unit Rates       (cents/m ³ )       0.0611         Jnit Rate Q2       (cents/m ³ )       0.0611         Jnit Rate Q3       (cents/m ³ )       0.306,11	Inclual data since previous QRAM application:         Forecast prospective recovery amount       (\$000's)       28       (77)         Less: Actual prospective recovery amount       (\$000's)       30       (66)         /ariance (Line 9 - Line 10)       (\$000's)       30       (66)         Prospective Recovery Amount Deferral Transfer       (\$000's)       (1)       (11)         Prospective Recovery Amount Deferral Transfer       (\$000's)       (148)       (1,663)         Forecast - 12 month Union North West sales service volume       (10 ³ m ³ )       306,503       297,580         Jnit Rate       (cents/m ³ )       (0.0483)       (0.5589)       0.0611         Jnit Rate Q1       Expiring rider replaced by new rider       (cents/m ³ )       0.0611       0.0611         Jnit Rate Q3       (cents/m ³ )       (0.3930)       (0.3930)       0.3930)	Init Rate Q1       Exprime replaced by new rider       (\$000's)       28       (77)       (362)         Summary of Unit Rates Q3       (\$000's)       30       (66)       (408)       (408)         Init Rate Q2       (\$000's)       30       (66)       (408)       (408)         Init Rate Q3       (\$000's)       30       (66)       (408)       (408)         Init Rate Q3       0       (\$000's)       (1)       (11)       47	Init Rate Q1       Expression         Summary of Unit Rates         Jnit Rate Q2         (cents/m ³ )         (cents

Notes: (1) EB-2017-0351, Tab 2, Schedule 4, p.1, Column (b). (2) EB-2018-0104, Tab 2, Schedule 4, p.1, Column (b). (3) EB-2018-0253, Tab 2, Schedule 4, p.1, Column (b). (4) Tab 2, Schedule 4, p. 1, Column (a).

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## UNION RATE ZONES Union North East Purchase Gas Variance Account (Deferral Account 179-148) Derivation of Amounts and Unit Rates for Prospective Recovery

			Year 2017		Year 2018		Year 2019
Line			Oct	Jan	Apr	Oct	Jan
No.	Particulars	Units	Q4	Q1 (1)	Q2 (2)	Q4 (3)	Q1 (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)	4,679	2,029	6,235	21,809	20,044
2	Less: 12-month projection from previous QRAM application	(\$000's)	5,022	4,679	2,029	6,235	21,809
3	Change (Line 1 - Line 2)	(\$000's)	(343)	(2,650)	4,206	15,573	(1,765)
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	(\$000's)	(1,476)	(7,976)	122	(1,756)	282
5	Current projected deferral amounts	(\$000's)	(7,310)	(320)	133	545	13,975
6	Less: Previous projection included in recovery	(\$000's)	(1,292)	(7,310)	(320)	133	545
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(7,494)	(986)	575	(1,344)	13,712
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(7,837)	(3,636)	4,781	14,230	11,947
	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)	132	272	(1,312)	(2,472)	(495)
10	Less: Actual prospective recovery amount	(\$000's)	142	235	(1,455)	(2,589)	(231)
11	Variance (Line 9 - Line 10)	(\$000's)	(10)	37	143	116	(264)
12	Prospective Recovery Amount Deferral Transfer	(\$000's)	60	13	(20)	(40)	-
13	Total Amount for Prospective Recovery (Line 8 + Line 11 + Line 12)	(\$000's)	(7,787)	(3,586)	4,904	14,306	11,683
14	Forecast - 12 month Union North East sales service volume	(10 ³ m ³ )	769,845	779,819	776,354	774,565	774,318
15	Unit Rate	(cents/m ³ )	(1.0114)	(0.4598)	0.6317	1.8470	1.5088
16	<u>Summary of Unit Rates</u> Unit Rate Q1 Expiring rider replaced by new rider	(cents/m ³ )	(0.4859)	(0.4598)	(0.4598)	(0.4598)	1.5088
17	Unit Rate Q2	(cents/m ³ )	0.5993	0.5993	0.6317	0.6317	0.6317
18	Unit Rate Q3	(cents/m ³ )	0.3475	0.3475	0.3475	-	-
19	Unit Rate Q4	(cents/m ³ )	(1.0114)	(1.0114)	(1.0114)	1.8470	1.8470
		( )					3.9875
20	Total Unit Rate - Prospective Recovery	(cents/m ³ )	(0.5505)	(0.5244)	(0.4920)	2.0189	3.9013

## Notes:

(1) EB-2017-0351, Tab 2, Schedule 4, p.1, Column (c).
(2) EB-2018-0104, Tab 2, Schedule 4, p.1, Column (c).
(3) EB-2018-0253, Tab 2, Schedule 4, p. 1, Column (c).
(4) Tab 2, Schedule 4, p. 1, Column (b).

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## UNION RATE ZONES Transportation Tolls & Fuel - Union North West Operations Area (Deferral Account 179-145) Derivation of Amounts and Unit Rates for Prospective Recovery

			Year 2017		Year 2018		Year 2019
_ine			Oct	Jan	Apr	Oct	Jan
No.	Particulars	Units	Q4	Q1 (1)	Q2 (2)	Q4 (3)	Q1 (4)
	Deferral Amounts for Recovery		(a)	(b)	(c)	(d)	(e)
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	(\$000's)	3	(3)	_	(7)	95
2	Less: 12-month projection from previous QRAM application	(\$000's) (\$000's)	38	(3) 3	(3)	(7)	(7)
3	Change (Line 1 - Line 2)	(\$000's)	(34)	(7)	3	(7)	101
	Previous Quarter: True-up of deferral balances						
٨	Actual deferral balances	(\$000's)	(64)	(117)	185	(406)	982
4 5	Current projected deferral amounts	(\$000's) (\$000's)	(64) (81)	(74)	(107)	963	982 97
6	Less: Previous projection included in recovery	(\$000's)	(34)	(81)	(74)	(107)	963
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's) (\$000's)	(111)	(110)	152	664	116
1	Vallance (Line 4 + Line 5 - Line 6)	(\$000 \$)	(111)	(110)	152	004	110
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(146)	(117)	155	657	218
	Browieus Querter, True un of Brooncotive Becovery Amounto						
	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)	21	33	79	127	(8)
9 10	Less: Actual prospective recovery amount	(\$000's) (\$000's)	20	27	84	130	(8) 11
11	Variance (Line 9 - Line 10)	(\$000's) (\$000's)	1	6	(5)	(4)	(19)
	Vanance (Line 3 - Line 10)	(\$0003)		0	(3)	(4)	(13)
12	Prospective Recovery Amount Deferral Transfer	(\$000's)	(0)	1	9	(2)	-
13	Total Amount for Prospective Recovery (Line 8 + Line 11 + Line 12)	(\$000's)	(145)	(109)	159	652	198
14	Forecast - 12 month Union North West sales service and bundled DP volume	(10 ³ m ³ )	395,459	380,797	379,412	378,580	395,789
15	Unit Rate	(cents/m ³ )	(0.0366)	(0.0287)	0.0420	0.1722	0.0501
16	Summary of Unit Rates	(cents/m ³ )	(0,0207)	(0 0 0 0 0 0 )	(0 0 0 0 7)	(0 0207)	0.0501
16 17	Unit Rate Q1 Expiring rider replaced by new rider	(cents/m ³ )	(0.0207)	(0.0287)	(0.0287)	(0.0287)	
17	Unit Rate Q2	````	0.0541	0.0541	0.0420	0.0420	0.0420
18	Unit Rate Q3	(cents/m ³ )	0.0673	0.0673	0.0673	-	-
19	Unit Rate Q4	(cents/m ³ )	(0.0366)	(0.0366)	(0.0366)	0.1722	0.1722
20	Total Unit Rate - Prospective Recovery	(cents/m ³ )	0.0641	0.0561	0.0440	0.1855	0.2643

Notes:

(1) EB-2017-0351, Tab 2, Schedule 4, p. 1, Column (f).
(2) EB-2018-0104, Tab 2, Schedule 4, p. 1, Column (f).
(3) EB-2018-0253, Tab 2, Schedule 4, p. 1, Column (f).
(4) Tab 2, Schedule 4, p. 1, Column (c).

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## UNION RATE ZONES Transportation Tolls & Fuel - Union North East Operations Area (Deferral Account 179-146) Derivation of Amounts and Unit Rates for Prospective Recovery

			Year 2017		Year 2019			
_ine			Oct	Jan	Apr	Oct	Jan	
No.	Particulars	Units	Q4	Q1 (1)	Q2 (2)	Q4 (3)	Q1 (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)	(106)	(108)	(93)	(92)	(7,147)	
2	Less: 12-month projection from previous QRAM application	(\$000's)	10	(106)	(108)	(93)	(92)	
3	Change (Line 1 - Line 2)	(\$000's)	(116)	(3)	15	2	(7,056)	
	Previous Quarter: True-up of deferral balances							
4	Actual deferral balances	(\$000's)	(571)	(44)	61	(1,630)	154	
5	Current projected deferral amounts	(\$000's)	(234)	1,037	(787)	(134)	(1,078)	
6	Less: Previous projection included in recovery	(\$000's)	(77)	(234)	1,037	(787)	(134)	
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(729)	1,227	(1,763)	(977)	(791)	
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(845)	1,224	(1,748)	(975)	(7,847)	
	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)	(61)	161	305	1,215	(116)	
10	Less: Actual prospective recovery amount	(\$000's)	(54)	140	316	1,194	<b>6</b> 3	
11	Variance (Line 9 - Line 10)	(\$000's)	(8)	20	(11)	21	(179)	
12	Prospective Recovery Amount Deferral Transfer	(\$000's)	(1)	4	24	(5)	-	
13	Total Amount for Prospective Recovery (Line 8 + Line 11 + Line 12)	(\$000's)	(853)	1,248	(1,734)	(960)	(8,026)	
14	Forecast - 12 month Union North East sales service and bundled DP volume	(10 ³ m ³ )	1,038,605	1,045,939	1,041,669	1,039,889	1,025,349	
15	Unit Rate	(cents/m ³ )	(0.0821)	0.1193	(0.1665)	(0.0923)	(0.7827)	
	Summary of Unit Rates							
16	Unit Rate Q1 Expiring rider replaced by new rider	(cents/m ³ )	(0.0150)	0.1193	0.1193	0.1193	(0.7827)	
17	Unit Rate Q2	(cents/m ³ )	(0.0218)	(0.0218)	(0.1665)	(0.1665)	(0.1665)	
18	Unit Rate Q3	(cents/m ³ )	0.2146	0.2146	0.2146	-	-	
		· · ·				(0.0000)	(0,0000)	
19	Unit Rate Q4	(cents/m ³ )	(0.0821)	(0.0821)	(0.0821)	(0.0923)	(0.0923)	

## Notes:

(1) EB-2017-0351, Tab 2, Schedule 4, p. 1, Column (g).
 (2) EB-2018-0104, Tab 2, Schedule 4, p. 1, Column (g).
 (3) EB-2018-0253, Tab 2, Schedule 4, p. 1, Column (g).
 (4) Tab 2, Schedule 4, p. 1, Column (d).

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## UNION RATE ZONES South Purchase Gas Variance Account (Deferral Account 179-106) Derivation of Amounts and Unit Rates for Prospective Recovery

			Year 2017		Year 2018		Year 2019
Line			Oct	Jan	Apr	Oct	Jan
No.	Particulars	Units	Q4	Q1 (1)	Q2 (2)	Q4 (3)	Q1 (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)	35,350	33,543	36,785	62,819	52,390
2	Less: 12 month projection from previous QRAM application (5)	(\$000's)	44,495	35,350	33,543	36,785	62,819
3	Change (Line 1 - Line 2)	(\$000's)	(9,145)	(1,807)	3,242	26,034	(10,429)
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	(\$000's)	8,747	(18,761)	6,800	29,965	16,274
5	Current projected deferral amounts	(\$000's)	(15,434)	5,974	15,949	16,744	55,803
6	Less: Previous projection included in recovery	(\$000's)	8,240	(15,434)	5,974	15,949	16,744
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(14,927)	2,647	16,775	30,761	55,332
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(24,072)	840	20,017	56,795	44,903
	Previous Quarter: True-up of Prospective Recovery Amounts Variance between projected and actual prospective recovery for month(s) with actual data since previous QRAM application:						
9	Forecast prospective recovery amount	(\$000's)	6,945	7,474	18,430	24,392	(386)
10	Less: Actual prospective recovery amount	(\$000's)	6,806	7,276	20,082	26,153	2,211
11	Variance (Line 9 - Line 10)	(\$000's)	139	198	(1,652)	(1,761)	(2,597)
12	Total Amount for Prospective Recovery (Line 8 + Line 11)	(\$000's)	(23,933)	1,038	18,365	55,034	42,306
13	Forecast - 12 month Union South sales service volume	(10 ³ m ³ )	3,406,482	3,421,091	3,413,760	3,412,217	3,524,918
14	Unit Rate	(cents/m ³ )	(0.7026)	0.0303	0.5380	1.6128	1.2002
	Summary of Unit Rates						
15	Unit Rate Q1 Expiring rider replaced by new rider	(cents/m ³ )	0.4742	0.0303	0.0303	0.0303	1.2002
16	Unit Rate Q2	(cents/m ³ )	1.0286	1.0286	0.5380	0.5380	0.5380
17	Unit Rate Q3	(cents/m ³ )	0.9471	0.9471	0.9471	0.0000	0.0000
17	Unit Rate Q4	(cents/m ³ )	(0.7026)	(0.7026)	(0.7026)	- 1.6128	- 1.6128
18		(cents/m ³ )	1.7473	1.3034	0.8128	2.1811	3.3510
19	Total Unit Rate - Prospective Recovery	(cents/m)	1./4/3	1.3034	0.0120	2.1011	3.3310

Notes:

(1) EB-2017-0351, Tab 4, Schedule 2, p. 2, Column (h).

(1) EB-2017-0351, Tab 4, Schedule 2, p. 2, Column (h).
 (2) EB-2018-0104, Tab 2, Schedule 4, p. 2, Column (h).
 (3) EB-2018-0253, Tab 2, Schedule 4, p. 2, Column (h).
 (4) Tab 2, Schedule 4, p. 2, Column (e)
 (5) Excludes North forecast variances for the period beginning January 1, 2017.

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## UNION RATE ZONES Inventory Revaluation (Deferral Account 179-109) Derivation of Amounts and Unit Rates for Prospective Recovery

			Year 2017		Year 2018		Year 2019
Line			Oct	Jan	Apr	Oct	Jan
No.	Particulars	Units	Q4	Q1 (1)	Q2 (2)	Q4 (3)	Q4 (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)	34,907	1,268	3,608	(12,710)	(22,152)
2	Less: 12 month projection from previous QRAM application (5)	(\$000's)	(4,067)	34,907	1,268	3,608	(12,710)
3	Change (Line 1 - Line 2)	(\$000's)	38,975	(33,639)	2,340	(16,318)	(9,443)
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	(\$000's)	(3,052)	35,827	1,177	3,865	(12,756)
5	Current projected deferral amounts	(\$000's)	22	20	55	13	5
6	Less: Previous projection included in recovery	(\$000's)	23	22	20	55	13
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(3,053)	35,825	1,212	3,824	(12,764)
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	35,922	2,185	3,552	(12,494)	(22,207)
	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)	1,205	4,546	22,359	16,053	1,571
10	Less: Actual prospective recovery amount	(\$000's)	1,270	3,772	25,367	17,208	1,139
11	Variance (Line 9 - Line 10)	(\$000's)	(66)	774	(3,008)	(1,155)	432
12	Total Amount for Prospective Recovery (Line 8 + Line 11)	(\$000's)	35,856	2,959	544	(13,649)	(21,775)
13	Forecast - 12 month sales service volume	(10 ³ m ³ )	4,482,830	4,498,491	4,486,708	4,482,797	4,614,821
14	Unit Rate	(cents/m ³ )	0.7999	0.0658	0.0121	(0.3045)	(0.4718)
15	Summary of Unit Rates Unit Rate Q1 Expiring rider replaced by new rider	(cents/m ³ )	0.7873	0.0658	0.0658	0.0658	(0.4718)
16	Unit Rate Q2	(cents/m ³ )	(0.0425)	(0.0425)	0.0121	0.0121	0.0121
17	Unit Rate Q3	(cents/m ³ )	(0.0744)	(0.0744)	(0.0744)	-	-
18	Unit Rate Q4	(cents/m ³ )	0.7999	0.7999	0.7999	(0.3045)	(0.3045)
19	Total Unit Rate - Prospective Recovery	(cents/m ³ )	1.4703	0.7488	0.8034	(0.2266)	(0.7642)
19	Total Unit Rate - Fluspective Recovery		1.4703	0./400	0.0034	(0.2200)	(0.7642)

Notes:

(1) EB-2017-0351, Tab 2, Schedule 4, p. 2 Column (i).

(2) EB-2018-0104, Tab 2, Schedule 4, p. 2 Column (i).
(3) EB-2018-0253, Tab 2, Schedule 4, p. 2, Column (i).

(4) Tab 2, Schedule 4, p. 2, Column (f).

(5) Excludes North forecast variances for the period beginning January 1, 2017.

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

			Year 2017 Year 2018					
Line			Oct	Jan	Apr	Oct	Jan	
No.	Particulars	Units	Q4	Q1 (1)	Q2 (2)	Q4 (3)	Q1 (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)	-	-	-	
5	Current projected deferral amounts	(\$000s)	(0)	(0)	-	-	-	
6	Less: Previous projection included in recovery	(\$000s)	(0)	(0)	(0)	-	-	
7	Variance (Line 4 + Line 5 - Line 6)	(\$000s)	(0)	(0)	0	-	-	
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000s)	(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	(\$000s)	(2)	0	(2)	(2)	-	
10	Less: Actual prospective recovery amount	(\$000s)	(2)	0	(2)	(2)	(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 ³ m ³ )	981,216	957,267	955,981	954,682	975,438	
14	Unit Rate	(cents/m ³ )	-	<u> </u>	<u> </u>	-	-	
	Summary of Unit Rates							
15	Unit Rate Q1 Expiring rider replaced by new rider	(cents/m ³ )	(0.0001)	0.0000	0.0000	0.0000	0.0000	
15	Unit Rate Q2	(cents/m ³ )	(0.0001)	(0.0002)	0.0000	0.0000	0.0000	
10	Unit Rate Q3	(cents/m ³ )	(0.0002)	(0.0002)	(0.0002)	0.0000	0.0000	
18	Unit Rate Q4	(cents/m ³ )	0.0000	0.0002)	0.0000	0.0000	0.0000	
18	Total Unit Rate - Prospective Recovery	(cents/m ³ )	(0.0005)	(0.0004)	(0.0002)	0.0000	0.0000	
13			(0.0003)	(0.0004)	(0.0002)	0.0000	0.0000	

Notes:

(1) EB-2017-0351, Tab 2, Schedule 4, p. 2, Column (j).
 (2) EB-2018-0104, Tab 2, Schedule 4, p. 2, Column (j).
 (3) EB-2018-0253, Tab 2, Schedule 4, p. 2, Column (j).

(4) Tab 2, Schedule 4, p. 2, Column (g).

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

			Year 2017	Year 2019			
Line			Oct	Jan	Apr	Oct	Jan
No.	Particulars	Units	Q4	Q1 (1)	Q2 (2)	Q4 (3)	Q1 (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)	-	-	-
5	Current projected deferral amounts	(\$000s)	(0)	(0)	-	-	-
6	Less: Previous projection included in recovery	(\$000s)	(0)	(0)	(0)	-	-
7	Variance (Line 4 + Line 5 - Line 6)	(\$000s)	(0)	(0)	0	-	-
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000s)	(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	(\$000s)	1	0	(0)	-	-
10	Less: Actual prospective recovery amount	(\$000s)	1	0	(0)	(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 ³ m ³ )	345,408	355,690	350,975	348,935	338,306
14	Unit Rate	(cents/m ³ )	-		-	-	-
	Summary of Unit Rates						
15	Unit Rate Q1 Expiring rider replaced by new rider	(cents/m ³ )	(0.0001)	0.0000	0.0000	0.0000	0.0000
15	Unit Rate Q2	(cents/m ³ )	0.0000	0.0000	0.0000	0.0000	0.0000
10	Unit Rate Q3	(cents/m ³ )	0.0000	0.0000	0.0000	0.0000	0.0000
	Unit Rate Q3	( )	0.0000			0.0000	
18		(cents/m ³ )		0.0000	0.0000		0.0000
19	Total Unit Rate - Prospective Recovery	(cents/m ³ )	(0.0001)	0.0000	0.0000	0.0000	0.0000

Notes:

(1) EB-2017-0351, Tab 2, Schedule 4, p. 2, Column (j).
(2) EB-2018-0104, Tab 2, Schedule 4, p. 2, Column (j).

(3) EB-2018-0253, Tab 2, Schedule 4, p. 2, Column (j).

(4) Tab 2, Schedule 4, p. 2, Column (h).

## UNION RATE ZONES R20 - Load Balancing (Deferral Account 179-107) Derivation of Amounts and Unit Rates for Prospective Recovery

			Year 2017		Year 2018		Year 2019
Line			Oct	Jan	Apr	Oct	Jan
No.	Particulars	Units	Q4	Q1 (1)	Q2 (2)	Q4 (3)	Q1 (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)	-	-	-
5	Current projected deferral amounts	(\$000s)	(0)	(0)	-	-	-
6	Less: Previous projection included in recovery	(\$000s)	(0)	(0)	(0)	-	-
7	Variance (Line 4 + Line 5 - Line 6)	(\$000s)	(0)	(0)	0	-	-
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000s)	(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	(\$000s)	8	4	3	5	0
10	Less: Actual prospective recovery amount	(\$000s)	5	3	2	4	2
11	Variance (Line 9 - Line 10)	(\$000s)	4	1	1	1	(1)
12	Total Amount for Prospective Recovery (Line 8 + Line 11)	(\$000s)	4	1	1	1	(1)
13	Forecast - 12-month volume	(10 ³ m ³ )	107,440	113,779	114,124	114,853	107,393
14	Unit Rate	(cents/m ³ )	0.0033	0.0011	0.0006	0.0007	(0.0014)
	Summary of Unit Rates						
15	Unit Rate Q1 Expiring rider replaced by new rider	(cents/m ³ )	0.0008	0.0011	0.0011	0.0011	(0.0014)
16	Unit Rate Q2	(cents/m ³ )	0.0036	0.0036	0.0006	0.0006	0.0006
17	Unit Rate Q3	(cents/m ³ )	0.0065	0.0065	0.0065	0.0000	0.0000
18	Unit Rate Q4	(cents/m ³ )	0.0033	0.0033	0.0033	0.0007	0.0007
19	Total Unit Rate - Prospective Recovery	(cents/m ³ )	0.0142	0.0145	0.0115	0.0024	(0.0001)

Notes:

(1) EB-2017-0351, Tab 2, Schedule 4, p. 2, Column (j).

(2) EB-2018-0104, Tab 2, Schedule 4, p. 2, Column (j).

(3) EB-2018-0253, Tab 2, Schedule 4, p. 2, Column (j).

(4) Tab 2, Schedule 4, p. 2, Column (i).

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

			Year 2017		Year 2018		Year 2019
Line			Oct	Jan	Apr	Oct	Jan
No.	Particulars	Units	Q4	Q1 (1)	Q2 (2)	Q4 (3)	Q1 (4)
			(a)	(b)	(c)	(d)	(e)
	Deferral Amounts for Recovery						
	Change in 12-month deferral account projection:						
1	12-month projection from current QRAM application	(\$000's)	-	-	-	-	-
2	Less: 12 month projection from previous QRAM application (5)	(\$000's)	-	-	-	-	-
3	Change (Line 1 - Line 2)	(\$000's)	-	-	-	-	-
	Previous Quarter: True-up of deferral balances						
4	Actual deferral balances	(\$000's)	(0)	(0)	-	216	-
5	Current projected deferral amounts	(\$000's)	(0)	(0)	-	-	-
6	Less: Previous projection included in recovery	(\$000's)	(0)	(0)	(0)	-	-
7	Variance (Line 4 + Line 5 - Line 6)	(\$000's)	(0)	(0)	0	216	-
8	Total Deferral Amounts for Recovery (Line 3 + Line 7)	(\$000's)	(0)	(0)	0	216	-
	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)	4	3	(13)	(25)	(1)
10	Less: Actual prospective recovery amount	(\$000's)	14	12	(14)	(26)	(2)
11	Variance (Line 9 - Line 10)	(\$000's)	(10)	(10)	1	1	1
12	Total Amount for Prospective Recovery (Line 8 + Line 11)	(\$000's)	(10)	(10)	2	217	1
13	Forecast - 12 month Union North sales service volume	$(10^3 m^3)$	1,076,348	1,077,399	1,072,948	296,015	315,585
14	Unit Rate	(cents/m ³ )	(0.0010)	(0.0010)	0.0002	0.0734	0.0002
	Summary of Unit Rates						
15	Unit Rate Q1 Expiring rider replaced by new rider	(cents/m ³ )	(0.0008)	(0.0010)	(0.0010)	(0.0010)	0.0002
15	Unit Rate Q2	(cents/m ³ )	(0.0008)	· · · ·	0.0002	0.0002	0.0002
16		`````	, ,	(0.0007)		0.0002	0.0002
	Unit Rate Q3	$(cents/m^3)$	(0.0013)	(0.0013)	(0.0013)	-	
18	Unit Rate Q4	$(cents/m^3)$	(0.0010)	(0.0010)	(0.0010)	0.0734	0.0734
19	Total Unit Rate - Prospective Recovery	(cents/m ³ )	(0.0038)	(0.0040)	(0.0031)	0.0726	0.0738

Notes:

(1) EB-2017-0351, Tab 2, Schedule 4, p. 2, Column (m).

(2) EB-2018-0104, Tab 2, Schedule 4, p. 2, Column (m).
(3) EB-2018-0253, Tab 2, Schedule 4, p. 2, Column (m).

(4) Tab 2, Schedule 4, p. 2, Column (j).

(5) Excludes North forecast variances for the period beginning January 1, 2017.

## UNION RATE ZONES Deferral Account Balances

Year Ending	December 31, 2017

Line No.	Account Number	Account Name	Balance (\$000's)	Interest ¹ (\$000's)	Total (\$000's)
G	as Supply Acc	ounter			
1	<u>as Supply Acc</u> 179-107	Spot Gas Variance Account	_	-	-
2	179-108	Unabsorbed Demand Costs (UDC) Variance Account	(4,133)	(103)	(4,236)
3	179-131	Upstream Transportation Optimization	11,057	206	11,263
4	179-132	Deferral Clearing Variance Account - Supply	317	9	326 ³
5	179-132	Deferral Clearing Variance Account - Supply Deferral Clearing Variance Account - Transport	502	14	516 ³
5	179-132	Deletral Cleaning Valiance Account - Transport		14	510
6	Total Gas	Supply Accounts (Lines 1 through 5)	7,743	126	7,869 ²
	orage Accoun				
7	179-70	Short-Term Storage and Other Balancing Services	1,183	22	1,205
Ot	ther:				
8	179-103	Unbundled Services Unauthorized Storage Overrun	-	-	-
9	179-112	Gas Distribution Access Rule (GDAR) Costs	76	1	77
10	179-120	IFRS Conversion Cost	-	-	-
11	179-123	Conservation Demand Management (CDM)	(245)	(5)	(250)
12	179-132	Deferral Clearing Variance Account	1,747	49	1,796 ³
13	179-133	Normalized Average Consumption	(2,926)	(43)	(2,969)
14	179-134	Tax Variance	(330)	(7)	(337)
15	179-135	Unaccounted for Gas (UFG) Volume Variance Account	-	-	-
16	179-136	Parkway West Project Costs	(526)	(12)	(538)
17	179-137	Brantford-Kirkwall/Parkway D Project Costs	(864)	(20)	(884)
18	179-138	Parkway Obligation Rate Variance	(121)	(2)	(123)
19	179-139	Energy East Pipeline Consultation Costs	-	-	-
20	179-141	Unaccounted for Gas (UFG) Price Variance Account	102	3	105
21	179-142	Lobo C Compressor/Hamilton-Milton Pipeline Project Costs	(6,296)	(146)	(6,442)
22	179-143	Unauthorized Overrun Non-Compliance Account	(8)	-	(8)
23	179-144	Lobo D/Bright C/Dawn H Compressor Project Costs	4,696	89	4,785 4
24	179-149	Burlington-Oakville Project Costs	(3,460)	(81)	(3,541)
25	179-151	OEB Cost Assessment Variance Account	-	-	-
26	179-153	Base Service North T-Service TransCanada Capacity	-	-	-
27	179-156	Panhandle Reinforcement Project Costs	83	1	84
28	Total Othe	r Accounts (Lines 8 through 27)	(8,071)	(172)	(8,244)
29	Total Defe	rral Account Balances (Lines 6 + 7 + 28)	854	(24)	830

Notes:

¹ Interest balances as of December 31, 2018.

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With the exception of UDC (No. 179-108), Upstream Transportation Optimization (No. 179-131), Deferral Clearing Variance Account (No. 179-132) related to Supply and Transport, and a portion of the Spot Gas Variance Account (No. 179-107), all gas supply-related deferral account balances are disposed of through the QRAM process.

3

Deferral Clearing Variance Account (No. 179-132) total balance of \$2,638 (\$326 + \$516 + \$1,796).

⁴ Filed balance of \$4,912 less short-term transportation revenue allocation of \$216 (See Schedule 3).

## UNION RATE ZONES Allocation of 2017 Deferral Account Balances

				I	Union North										Union South								
Line		Acct																		Excess			
No. Particulars (\$000's)		No.	Rate 01	Rate 10	Rate 20	Rate 100	Rate 25	M1	M2	M4	M5A	M7	M9	M10	T1	T2	T3	M12	M13	Utility	C1	M16	Total (1)
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(I)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	(t)	(u)	(v)
Gas Supply Related Deferrals:																							
1 Spot Gas Variance Account		179-107	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2 Unabsorbed Demand Cost (UDC) Variance	Account	179-108	(3,286)	(755)	(211)	-	-	13	2	0	0	0	0	0	-	-	-	-	-	-	-	-	(4,236)
3 Upstream Transportation Optimization		179-131	1,348	418	133	-	47	7,387	1,673	110	19	62	65	1	-	-	-	-	-	-	-	-	11,263
4 Deferral Clearing Variance Account - Supply	/ (2)	179-132	-	-	-	-	-	385	(24)	(11)	8	(1)	(31)	-	-	-	-	-	-	-	-	-	326
5 Deferral Clearing Variance Account - Transp	oort (2)	179-132	426	89	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	516
6 Total Gas Supply Related Deferrals			(1,511)	(247)	(78)	-	47	7,784	1,651	100	27	61	34	1	-	-	-	-	-	-	-	-	7,869
Storage Related Deferrals:													_										
7 Short-Term Storage and Other Balancing So	ervices	179-70	180	47	13	1	-	409	137	44	1	16	5	0	38	278	36	-	-	-	-	-	1,205
Delivery Related Deferrals:																							
8 Unbundled Services Unauthorized Storage (		179-103	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9 Gas Distribution Access Rule (GDAR) Costs	6	179-112	18	-	-	-	-	59	-	-	-	-	-	-	-	-	-	-	-	-	-	-	77
10 IFRS Conversion Costs		179-120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11 Conservation Demand Management		179-123	(35)	(13)	(7)	(8)	-	(92)	(43)	(12)	(15)	(4)	-	-	(7)	(15)	-	-	-	-	-	-	(250)
12 Deferral Clearing Variance Account - Delive	ry (2)	179-132	546	97	-	-	-	977	176	-	-	-	-	-	-	-	-	-	-	-	-	-	1,796
13 Normalized Average Consumption (NAC)		179-133	323	51	-	-	-	(1,928)	(1,415)	-	-	-	-	-	-	-	-	-	-	-	-	-	(2,969)
14 Tax Variance		179-134	(60)	(9)	(7)	(5)	(2)	(131)	(20)	(5)	(4)	(2)	(0)	(0)	(3)	(15)	(2)	(70)	(0)	(2)	(1)	(0)	(337)
15 Unaccounted for Gas (UFG) Volume Varian	ce Account	179-135	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
16 Parkway West Project Costs		179-136	(3)	(13)	(3)	1	1	179	20	10	5	3	1	0	10	58	3	(814)	0	(0)	5	0	(538)
17 Brantford-Kirkwall/Parkway D Project Costs		179-137	(20)	(8)	(0)	2	1	16	(6)	(2)	2	(1)	(1)	(0)	(0)	(6)	(4)	(856)	0	1	(1)	(0)	(884)
18 Parkway Obligation Rate Variance		179-138	-	-	-	-	-	(73)	(25)	(10)	(5)	(4)	(2)	(0)	(9)	(44)	(10)	47	-	-	11	(0)	(123)
19 Energy East Pipeline Consultation Costs		179-139	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20 Unaccounted for Gas (UFG) Price Variance		179-141	12	4	1	0	-	50	16	7	9	2	1	-	-	-	-	-	1	-	-	1	105
21 Lobo C Compressor/Hamilton-Milton Pipelin		179-142	533	23	74	82	31	1,580	97	17	72	(3)	(6)	(0)	28	54	(47)	(8,969)	1	32	(41)	2	(6,442)
22 Unauthorized Overrun Non-Compliance Acc		179-143	-	-	-	-	-	(3)	(1)	(0)	(0)	(0)	(0)	(0)	(0)	(2)	(0)	-	-	-	-	-	(8)
23 Lobo D/Bright C/ Dawn H Compressor Proje	ect Costs	179-144	315	72	35	19	6	557	143	35	11	15	5	0	18	104	31	3,414	0	7	(2)	0	4,785
24 Burlington-Oakville Project Costs		179-149	371	55	40	31	11	(1,515)	(666)	(223)	22	(82)	(28)	(1)	(195)	(1,500)	(193)	316	(2)	12	3	0	(3,541)
25 OEB Cost Assessment Variance Account		179-151	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
26 Base Service North T-Service TransCanada	Capacity Account	179-153	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
27 Panhandle Reinforcement Project Costs		179-156		(87)	(63)	(48)	(17)	(605)	40	290	(36)	150	(3)	(0)	178	1,168	(16)	(563)	(0)	(20)	246	48	84
28 Total Delivery-Related Deferrals			1,423	171	70	74	30	(928)	(1,684)	106	61	75	(33)	(1)	20	(198)	(238)	(7,494)	0	30	219	51	(8,244)
29 Total 2017 Storage and Delivery Disposition	(Line 7 + Line 28)		1,603	218	83	75	30	(520)	(1,547)	151	61	91	(28)	(1)	58	80	(202)	(7,494)	0	30	219	51	(7,039)
30 Total 2017 Deferral Account Disposition (Lin	ie 6 + Line 29)		92	(29)	5	75	77	7,265	104	250	88	152	6	(0)	58	80	(202)	(7,494)	0	30	219	51	830
31 2017 Earnings Sharing (3)			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
32 Grand Total (Line 30 + Line 31)			92	(29)	5	75	77	7,265	104	250	88	152	6	(0)	58	80	(202)	(7,494)	0	30	219	51	830

## Notes:

(1) Rate Order, Appendix A, Column (c).

(2) Exhibit A, Tab 1, Appendix A, Schedule 6.

(3) Exhibit A, Tab 2, Appendix B, Schedule 1.

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## UNION RATE ZONES Allocation of 2017 Gas Supply Related Deferral Accounts by Union North East and Union North West

Line No.	Particulars (\$000's)	Acct No.	Rate 01	Rate 10	Rate 20	Rate 100	Rate 25	Total (1)
		(a)	(b)	(c)	(d)	(e)	(f)	(g) = (sum b:f)
	Union North West							
	Gas Supply Related Deferrals:							
1	Spot Gas Variance Account	179-107	-	-	-	-	-	-
2	Unabsorbed Demand Cost (UDC) Variance Account	179-108	(3,101)	(704)	(206)	-	-	(4,011)
3	Upstream Transportation Optimization	179-131	500	181	51	-	10	742
4	Deferral Clearing Variance Account - Supply	179-132	-	-	-	-	-	-
5	Deferral Clearing Variance Account - Transport	179-132	303	67	-	-	-	370
6	Total Gas Supply Related Deferrals		(2,298)	(456)	(155)	-	10	(2,899)
	Union North East							
	Gas Supply Related Deferrals:							
7	Spot Gas Variance Account	179-107	-	-	-	-	-	-
8	Unabsorbed Demand Cost (UDC) Variance Account	179-108	(185)	(51)	(4)	-	-	(240)
9	Upstream Transportation Optimization	179-131	848	238	82	-	37	1,205
10	Deferral Clearing Variance Account - Supply	179-132	-	-	-	-	-	-
11	Deferral Clearing Variance Account - Transport	179-132	123	22	-	-	-	146
12	Total Gas Supply Related Deferrals		786	209	78	-	37	1,110
	Total							
	Gas Supply Related Deferrals:							
13	Spot Gas Variance Account	179-107	-	-	-	-	-	-
14	Unabsorbed Demand Cost (UDC) Variance Account	179-108	(3,286)	(755)	(211)	-	-	(4,251)
15	Upstream Transportation Optimization	179-131	1,348	418	133	-	47	1,947
16	Deferral Clearing Variance Account - Supply	179-132	-	-	-	-	-	-
17	Deferral Clearing Variance Account - Transport	179-132	426	89	-	-	-	516
18	Total Gas Supply Related Deferrals		(1,511)	(247)	(78)		47	(1,789)

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#### UNION RATE ZONES General Service Unit Rates for Prospective Recovery/(Refund) - Delivery 2017 Deferral Account Disposition

Line No.	Particulars	Rate Class	2017 Deferral Balances (\$000's) (a)	2017 Earnings Sharing Mechanism (\$000's) (b)	Deferral Balance for Disposition (\$000's) (c) = (a + b)	Forecast Volume (10 ³ m ³ ) (1) (d)	Unit Rate for Prospective Recovery/(Refund) $(cents/m^3)$ (e) = (c / d) * 100
1	Small Volume General Service	01	1,603	-	1,603	609,769	0.2630
2	Large Volume General Service	10	218	-	218	198,813	0.1097
3	Small Volume General Service	M1	(520)	-	(520)	1,904,866	(0.0273)
4	Large Volume General Service	M2	(1,547)	-	(1,547)	683,530	(0.2263)

### Notes:

(1) Forecast volume for the period January 1, 2019 to June 30, 2019.

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#### UNION RATE ZONES General Service Unit Rates for Prospective Recovery/(Refund) - Gas Supply Transportation 2017 Deferral Account Disposition

Line No.	Particulars	Rate Class	2017 Deferral Balances (\$000's)	2017 Earnings Sharing Mechanism (\$000's)	Deferral Balance for Disposition (\$000's)	Forecast Volume (10 ³ m ³ ) (1)	Unit Rate for Prospective Recovery/(Refund) (cents/m ³ )
INO.	Particulars	Class	(\$000 S)				,
			(a)	(b)	(c) = (a + b)	(d)	(e) = (c / d) * 100
	<u>Union North West</u>						
1	Small Volume General Service	01	(2,298)	-	(2,298)	176,259	(1.3036)
2	Large Volume General Service	10	(456)	-	(456)	49,064	(0.9299)
3 4	Union North East Small Volume General Service Large Volume General Service	01 10	786 209	-	786 209	433,510 147,889	0.1814 0.1414

## Notes:

(1) Forecast volume for the period January 1, 2019 to June 30, 2019.

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#### UNION RATE ZONES Unit Rates for Prospective Recovery/(Refund) - Gas Supply Commodity 2017 Deferral Account Disposition

Line No.	Particulars	Rate Class	2017 Deferral Balances (\$000's) (a)	2017 Earnings Sharing Mechanism (\$000's) (b)	Deferral Balance for Disposition (\$000's) (c) = (a + b)	Forecast Volume (10 ³ m ³ ) (1) (d)	Unit Rate for Prospective Recovery/(Refund) (cents/m ³ ) (2) (e) = (c / d) * 100
1	Small Volume General Service	M1	7,784	-	7,784	1,764,164	0.4487
2	Large Volume General Service	M2	1,651	-	1,651	334,383	0.4487
3	Firm Com/Ind Contract	M4	100	-	100	26,702	0.4487
4	Interruptible Com/Ind Contract	M5	27	-	27	3,159	0.4487
5	Special Large Volume Contract	M7	61	-	61	8,819	0.4487
6	Large Wholesale	M9	34	-	34	13,837	0.4487
7	Small Wholesale	M10	1	-	1	960	0.4487
8	Total				9,657	2,152,025	0.4487

### Notes:

(1) Forecast sales service volumes for the period January 1, 2019 to June 30, 2019.

(2) Unit rate for prospective recovery/refund for each rate class equal to the gas supply commodity weighted-average unit rate.

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#### UNION RATE ZONES Contract Unit Rates for One-Time Adjustment - Delivery 2017 Deferral Account Disposition

Line No.	Particulars	Rate Class	2017 Deferral Balances (\$000's) (a)	2017 Earnings Sharing Mechanism (\$000's) (b)	Deferral Balance for Disposition (\$000's) (c) = (a + b)	2017 Actual Volume (10 ³ m ³ ) (d)	Unit Rate (cents/m ³ ) (e) = (c / d) * 100
	Union North						
1	Medium Volume Firm Service (1)	20	19	-	19	108,741	0.0175
2	Medium Volume Firm Service (2)	20T	55	-	55	391,421	0.0140
3	Large Volume High Load Factor (2)	100T	74	-	74	1,029,988	0.0072
4	Large Volume Interruptible	25	30	-	30	107,644	0.0281
	Union South						
5	Firm Com/Ind Contract	M4	151	-	151	551,180	0.0273
6	Interruptible Com/Ind Contract	M5	61	-	61	140,489	0.0437
7	Special Large Volume Contract	M7	91	-	91	506,549	0.0179
8	Large Wholesale	M9	(28)	-	(28)	69,559	(0.0401)
9	Small Wholesale	M10	(1)	-	(1)	276	(0.2725)
10	Contract Carriage Service	T1	58	-	58	458,724	0.0126
11	Contract Carriage Service	T2	80	-	80	3,766,529	0.0021
12	Contract Carriage- Wholesale	Т3	(202)	-	(202)	258,356	(0.0784)

#### Notes:

(1) Sales and Bundled-T customers only.

(2) T-Service customers only.

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### UNION RATE ZONES Contract Unit Rates for One-Time Adjustment - Gas Supply Transportation and Bundled Storage 2017 Deferral Account Disposition

Line No.	Particulars Gas Supply Charges	Rate Class	2017 Deferral Balances (\$000's) (a)	2017 Earnings Sharing Mechanism (\$000's) (b)	Deferral Balance for Disposition (\$000's) (c) = (a + b)	2017 Actual Volume/ Demand (d)	Billing Units	Unit Volumetric/ Demand Rate (cents/m3) (e) = (c / d) * 100
	Union North West							
1	Medium Volume Firm Service	20	(155)	-	(155)	1,644	10 ³ m ³ /d	(9.4360)
2	Large Volume Interruptible	25	10	-	10	18,775	10 ³ m ³	0.0522
	Union North East							
3	Medium Volume Firm Service	20	78	-	78	4,265	10 ³ m ³ /d	1.8192
4	Large Volume Interruptible	25	37	-	37	21,843	10 ³ m ³	0.1702
	Storage (\$/GJ)							
5	Bundled-T Storage Service	20T/100T	10	-	10	155,904	GJ/d	0.062

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#### UNION RATE ZONES Storage and Transportation Service Amounts for Disposition 2017 Deferral Account Disposition

Line No.	Particulars (\$000's) (1)	Rate Class	2017 Deferral Balances (a)	2017 Earnings Sharing <u>Mechanism</u> (b)	Deferral Balance for Disposition (c)
1	Transportation	M12	(7,494)	-	(7,494)
2	Transportation of Locally Produced Gas	M13	0	-	0
3	Cross Franchise Transportation	C1	219	-	219
4	Storage and Transportation Services	M16	51	-	51

#### Notes:

(1) Ex-franchise Rate M12, Rate M13, Rate M16 and Rate C1 customer specific amounts determined using approved deferral account allocation methodologies.

## UNION RATE ZONES General Service Customer Bill Impacts 2017 Deferral Account Disposition

Line No.	Particulars	Unit Rate for Prospective Recovery/(Refund) (cents/m ³ ) (1) (a)	Volume (m ³ ) (2) (b)	Bill Impact (\$) (c) = (a x b) / 100
	Small Volume General Service			
1 2 3	<u>Rate M1 - Union South</u> Delivery Commodity	(0.0273) 0.4487 0.4214	1,498 1,498	(0.41) 6.72 6.31
4 5	Sales Service Direct Purchase			6.31 (0.41)
6 7 8 9	<u>Rate 01 - Union North West</u> Delivery Commodity Transportation	0.2630 - (1.3036) (1.0406)	1,319 1,319 1,319	3.47 - (17.20) (13.73)
10 11	Sales Service Direct Purchase Bundled T			(13.73) (13.73)
12 13 14 15	Rate 01 - Union North East Delivery Commodity Transportation	0.2630 - - 0.1814 0.4444	1,319 1,319 1,319	3.47 - 2.39 5.86
16 17	Sales Service Direct Purchase Bundled T			5.86 5.86
	Large Volume General Service			
18 19 20	<u>Rate M2 - Union South</u> Delivery Commodity	(0.2263) 0.4487 0.2224	49,129 49,129	(111.18) <u>220.44</u> 109.26
21 22	Sales Service Direct Purchase			109.26 (111.18)
23 24 25 26	Rate 10 - Union North West Delivery Commodity Transportation	0.1097 - (0.9299) (0.8202)	54,302 54,302 54,302	59.57 - (504.96) (445.39)
27 28	Sales Service Direct Purchase Bundled T			(445.39) (445.39)
29 30 31 32	<u>Rate 10 - Union North East</u> Delivery Commodity Transportation	0.1097 - - 0.1414 0.2511	54,302 54,302 54,302	59.57 - 76.78 136.35
33 34	Sales Service Direct Purchase Bundled T			136.35 136.35

## Notes:

(1) Rate Order, Appendix B, pp. 1-3, column (e).

(2) Average consumption, per customer, for the period January 1, 2019 to June 30, 2019. Rate 01 volume based on annual consumption of 2,200 m³. Rate 10 volume based on annual consumption of 93,000 m³.

Rate M1 volume based on annual consumption of 2,200 m³.

Rate M2 volume based on annual consumption of 73,000 m³.