



Ontario  
Energy  
Board

Commission  
de l'énergie  
de l'Ontario

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# **DECISION ON SETTLEMENT PROPOSAL AND INTERIM RATE ORDER EB-2019-0194**

**Application by Enbridge Gas Inc. for approval to charge gas  
distribution rates and other charges effective January 1, 2020**

**BEFORE: Susan Frank**  
Presiding Member

**Emad Elsayed**  
Member

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**December 5, 2019**

## TABLE OF CONTENTS

1	INTRODUCTION AND SUMMARY.....	1
2	THE PROCESS .....	3
3	DECISION ON THE SETTLEMENT PROPOSAL .....	6
4	ORDER .....	7
	SCHEDULE A.....	9

## 1 INTRODUCTION AND SUMMARY

On August 30, 2018, the Ontario Energy Board (OEB) approved the amalgamation of Enbridge Gas Distribution Inc. (EGD) and Union Gas Limited (Union Gas) under the OEB's policy on mergers, acquisitions, amalgamations and divestitures (MAADs).<sup>1</sup> In its decision (the MAADs Decision), the OEB also approved a rate-setting framework and associated parameters for the deferred rebasing period of 2019 to 2023. The companies amalgamated to form Enbridge Gas Inc. (Enbridge Gas) on January 1, 2019.

Enbridge Gas filed an incentive rate-setting mechanism (IRM) application with the OEB on October 8, 2019 under section 36 of the *Ontario Energy Board Act, 1998* seeking approval for changes to its natural gas distribution rates to be effective January 1, 2020. This application is Enbridge Gas's second annual rate adjustment application under the IRM framework approved in the MAADs decision.

In the 2019 rates proceeding, the OEB in its determination on the effective date for rates noted that Enbridge Gas could have filed its 2019 rate application at an earlier date, or could have bifurcated the application such that the more mechanistic base rate adjustment was filed in advance of the more complicated aspects of the application.<sup>2</sup> For the 2020 rate application, Enbridge Gas requested that the application be processed and adjudicated in a bifurcated manner to allow for updated interim rates to be in place for January 1, 2020. Enbridge Gas proposed that rate adjustments relating to the IRM component be processed and adjudicated first, and that matters related to the incremental capital module (ICM) funding and the cost allocation study be addressed in Phase 2 of the proceeding.

In Procedural Order No. 1 dated November 12, 2019, the OEB accepted Enbridge Gas's request to process and adjudicate the application in a bifurcated manner. Accordingly, the first phase of the proceeding addressed the IRM related elements and certain deferral and variance accounts. These elements included the annual rate escalation, pass through-costs, capital pass-through adjustments and Parkway Delivery Obligation rate adjustments.

In Procedural Order No. 1, the OEB set an accelerated schedule for Phase 1 of the application to facilitate rates to be implemented January 1, 2020. A settlement

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<sup>1</sup> EB-2017-0306 / 0307 (the MAADs Decision), August 30, 2018.

<sup>2</sup> EB-2018-0305, Decision and Order on Effective Date, September 23, 2018, p. 5.

conference was held between the applicant and the intervenors (collectively, the parties) on November 21 and 22, 2019. The parties reached a settlement on all issues in Phase 1 of the proceeding. Enbridge Gas filed a settlement proposal on November 28, 2019.

OEB staff filed a submission on December 2, 2019 supporting the settlement proposal, noting that the settlement was in the public interest and the parties had provided sufficient rationale to support the settlement proposal.

The OEB has reviewed the settlement proposal and approves it as filed. The OEB finds that the settlement proposal is in the public interest. The OEB approves Enbridge Gas' rates on an interim basis effective January 1, 2020 pending a decision on issues that have been deferred to Phase 2 of the application.

## 2 THE PROCESS

A Notice of Hearing was issued on October 29, 2019. The following parties applied for and were granted intervenor status:

- Association of Power Producers of Ontario (APPrO)
- Building Owners and Managers Association Toronto (BOMA)
- Canadian Manufacturers & Exporters (CME)
- City of Kitchener
- Consumers Council of Canada (CCC)
- Energy Probe Research Foundation (Energy Probe)
- Federation of Rental-housing Providers of Ontario (FRPO)
- Industrial Gas Users Association (IGUA)
- London Property Management Association (LPMA)
- Ontario Association of Physical Plant Administrators (OAPPA)
- Ontario Greenhouse Vegetable Growers (OGVG)
- Pollution Probe
- Quinte Manufacturers Association (QMA)
- School Energy Coalition (SEC)
- Six Nations Natural Gas Company Limited (SNNG)
- TransCanada PipeLines Limited (TCPL)
- Vulnerable Energy Consumers Coalition (VECC)

The OEB issued Procedural Order No. 1 on November 12, 2019, which set out an accelerated schedule for discovery, including a transcribed technical conference on November 20, 2019.

Following the settlement conference, Enbridge Gas filed a settlement proposal for OEB approval on November 28, 2019. The settlement proposal represents a full settlement on the following issues:

1. The proposed price cap adjustment (PCI) for 2020 rates
2. The proposed pass-through costs included in 2020 rates
3. The proposed capital pass-through cost adjustments for 2020 rates
4. The proposed Parkway Delivery Obligation cost adjustment for 2020 in the Union Gas rate zones

5. The timing for implementation of the proposed Phase 1 changes to 2020 interim rates (January 1, 2020)
6. The accounting order for the deferral and variance accounts for 2020

In addition, the parties agreed to deal with certain billing practices implemented by Enbridge Gas in 2019 in Phase 2 of this proceeding. As the settlement proposal explains, Enbridge Gas changed its billing practices in 2019 to make e-billing the default method for new customers and to switch existing paper bill customers for whom the company had an email address to e-billing. Enbridge Gas did not file any evidence on e-billing in its application but has agreed to do so by January 15, 2020 (or earlier, if possible).

As part of the settlement, Enbridge Gas agreed to a number of interim measures on e-billing until the OEB issues a decision on matters deferred to Phase 2 of the proceeding. These measures include limiting conversion to e-billing to those customers that expressly agree to the switch, reversing late payment charges to certain customers that were involuntarily switched to e-billing in 2019, and informing new and existing customers that they have the option to choose paper bills.

Parties also agreed to use the revised inflation factor of 1.61% versus the 1.66% proposed in the application. The resulting bill impact for a typical system sales<sup>3</sup> residential customer in the EGD and Union Gas rate zones for adjustments related to Phase 1 of the application is presented below:

**Table 1: Annual Bill Impact**

<b>Rate Zone</b>	<b>Annual Consumption</b>	<b>Annual Impact</b>
Enbridge Gas	2,400 m <sup>3</sup>	\$ 7.33
Union South	2,200 m <sup>3</sup>	\$ 4.08
Union North West	2,200 m <sup>3</sup>	\$ 5.56
Union North East	2,200 m <sup>3</sup>	\$ 4.84

OEB staff filed a submission on the settlement proposal on December 2, 2019. OEB staff supported the settlement and was satisfied with the explanation and rationale provided by the parties to support the settlement proposal. OEB staff also reviewed the draft rate order and was satisfied with the calculation of interim rates. OEB staff did not

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<sup>3</sup> A system sales customer is a customer who purchases natural gas directly from Enbridge Gas.

object to the addition of e-billing as an issue to Phase 2 of the proceeding or the interim measures on e-billing agreed to between the parties.

### 3 DECISION ON THE SETTLEMENT PROPOSAL

The OEB accepts the settlement proposal. The OEB finds that the settlement is a reasonable outcome for ratepayers. Enbridge Gas has agreed to file evidence related to its billing practices no later than January 15, 2020. The issue of e-billing along with the remaining matters in this application will be dealt with in Phase 2 of the proceeding. Below, the OEB sets out a procedural timeline for Phase 2 of the proceeding.

The OEB approves, on an interim basis, the rate schedules and accounting orders attached to the settlement proposal. The parties have agreed to discontinue the Post-Retirement True-Up Variance Account (PTUVA) for the EGD rate zone. There is no balance to be disposed of for 2019 and beyond, and as a result, the company requested closure of the account as at January 1, 2020. The OEB approves the closure of the PTUVA effective January 1, 2020.

Revisions to the 2019 Gas Supply Cost Consequences Deferral Account were inadvertently excluded in the 2019 final rate order. Enbridge Gas has made the appropriate changes to the description of the account and this has been included in the current accounting order. The OEB approves the revised 2019 Gas Supply Plan Cost Consequences Deferral Account for the EGD rate zone.

In its submission on the settlement proposal, OEB staff pointed out that Enbridge Gas does not require approval of the OEB on an annual basis for existing deferral and variance accounts (DVAs) that do not have a specific sunset date and are continued with no changes. The OEB approves continuation of DVAs in this proceeding, as it is part of a settlement. However, for future applications, approval of existing DVAs with no changes is not required on an annual basis.

## 4 ORDER

### THE ONTARIO ENERGY BOARD ORDERS THAT:

1. The settlement proposal attached as Schedule A is approved. The OEB approves the rate schedules, service charges and accounting orders attached to the settlement proposal. The rates are approved on an interim basis effective **January 1, 2020**. Enbridge Gas shall implement these rates on the first billing cycle on or after January 1, 2020.
2. Enbridge Gas shall close the Post-Retirement True-Up Variance Account (PTUVA) for the EGD rate zone effective January 1, 2020.
3. Enbridge Gas shall file its evidence on e-billing on or before **January 15, 2020**.
4. OEB staff and intervenors shall request any information and material from Enbridge Gas that is in addition to Enbridge Gas' evidence for all matters in Phase 2 of the proceeding (Incremental Capital Module funding request, Enbridge Gas Asset Management Plan addendum, cost allocation study, and e-billing), and that is relevant to the hearing, by written interrogatories filed with the OEB and delivered to Enbridge Gas and all other parties by **February 4, 2020**.
5. Enbridge Gas shall file with the OEB complete written responses to the interrogatories and serve them on all intervenors by **February 21, 2020**.

**DATED** at Toronto, December 5, 2019

### ONTARIO ENERGY BOARD

*Original Signed By*

Christine E. Long  
Registrar & Board Secretary

**SCHEDULE A**  
**ENBRIDGE GAS INC. SETTLEMENT PROPOSAL**  
**DATED NOVEMBER 28, 2019**  
**DECISION AND INTERIM RATE ORDER**  
**DECEMBER 5, 2019**  
**EB-2019-0194**  
**ENBRIDGE GAS INC. 2020 RATES APPLICATION**

# **SETTLEMENT PROPOSAL**

**Enbridge Gas Inc.**

**2020 Rates – Phase 1**

**November 28, 2019**

## TABLE OF CONTENTS

<b><u>ISSUE</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>Page</u></b>
	Preamble	3
	Overview	6
	The Issues	
1.	Is the proposed price cap rate adjustment for 2020 calculated properly?	8
2.	Are the proposed pass-through costs included in 2020 rates for each of the EGD and Union Rate Zones appropriate?	9
3.	Are the proposed capital pass-through cost adjustments proposed for the Union Rate Zones appropriate?	10
4.	Is the Parkway Delivery Obligation cost adjustment for the Union Rate Zones calculated properly?	10
5.	What is the timing for implementation of the proposed Phase 1 changes to 2020 rates?	11
6.	Is it appropriate to approve the Accounting Order for 2020 Deferral and Variance Accounts for Enbridge Gas and for the EGD and Union Rate Zones?	11
7.	Enbridge Gas's E-Bill Practices	12
	Appendix A – Draft Rate Order – EGD Rate Zones	15
	Appendix B – Draft Rate Order – Union Rate Zones	16
	Appendix C – Draft Accounting Order	17

## **PREAMBLE**

This Settlement Proposal is filed with the Ontario Energy Board (the “OEB” or the “Board”) in connection with the application of Enbridge Gas Inc. (“Enbridge Gas” or the “Company”), for an order or orders approving Enbridge Gas’s 2020 rates for the Rate Zones of the former Enbridge Gas Distribution (EGD) and Union Gas Limited (Union) on an interim basis. This Settlement Proposal addresses “Phase 1” of this proceeding – which is limited to the annual rate escalation, pass-through costs, capital pass-through adjustments, Parkway Delivery Obligation cost adjustments and continuation of Deferral and Variance Accounts.

On October 29, 2019, the OEB issued its Notice of Application in this proceeding. In Procedural Order No. 1, dated November 12, 2019, the Board established the process to address Phase 1 of the application, up to and including a Settlement Conference.

A Settlement Conference was held on November 21 and 22, 2019, and discussions continued after that time. Chris Haussmann acted as facilitator for the Settlement Conference. This Settlement Proposal arises from the Settlement Conference.

Enbridge Gas and the following intervenors, as well as Ontario Energy Board technical staff (OEB Staff), participated in the Settlement Conference:

- Canadian Manufacturers & Exporters (CME)
- Consumers Council of Canada (CCC)
- Energy Probe Research Foundation (Energy Probe)
- Federation of Rental-Housing Providers of Ontario (FRPO)
- London Property Management Association (LMPA)
- Ontario Association of Physical Plant Administrators (OAPPA)
- Ontario Greenhouse Vegetable Growers (OGVG)
- Pollution Probe
- Quite Manufacturers Association (QMA)
- School Energy Coalition (SEC)
- Six Nations Natural Gas Company Limited (SNNG)
- The Corporation of the City of Kitchener – Utilities Division (Kitchener)
- Vulnerable Energy Consumers Coalition (VECC)

All intervenors listed above participated in the Settlement Conference and subsequent discussions. In this Settlement Proposal, the above-listed intervenors and Enbridge Gas are referred to as “the parties”.

The following items from Enbridge Gas’s Application and pre-filed evidence were addressed by the parties during the Settlement Conference:

1. The proposed price cap rate adjustment for 2020 rates in the EGD and Union Rate Zones
2. The proposed pass-through costs included in 2020 rates in the EGD and Union Rate Zones
3. The proposed capital pass-through cost adjustments for 2020 rates in the Union Rate Zones
4. The proposed Parkway Delivery Obligation cost adjustment for 2020 in the Union Rate Zones
5. The timing for implementation of the proposed Phase 1 changes to 2020 rates
6. The Accounting Order for the Deferral and Variance Accounts for 2020 for Enbridge Gas and the EGD and Union Rate Zones

The parties have reached complete agreement on all these items.

In addition, the parties discussed Enbridge Gas's change in billing practices in 2019 to make e-bill the default billing method for new customers and to switch existing paper bill customers who had previously provided an email address to the Company. Enbridge Gas believes that its change in practice is appropriate, and does not believe that any Board approval was or is required. Other parties disagree. The parties have agreed that issues related to Enbridge Gas's e-bill practices should be included in Phase 2 of this proceeding as described further herein.

Collectively, the items discussed during the Settlement Conference are referred to as the "Settled Items" in this Settlement Proposal.

No other issues or proposals were addressed by the parties during the Settlement Conference or are addressed in this Settlement Proposal.

All intervenors listed above participated in the Settlement Conference and subsequent discussions. OEB Staff is not a party to the Settlement Proposal. Although it is not a party to the Settlement Proposal, once the Settlement Proposal is filed, OEB Staff will file a submission commenting on two aspects of the settlement: whether the settlement represents an acceptable outcome from a public interest perspective, and whether the accompanying explanation and rationale is adequate to support the settlement. Also, as noted in the Practice Direction on Settlement Conferences, OEB Staff who participated in the Settlement Conference are bound by the same confidentiality and privilege rules that apply to the parties to the proceeding.

This document is called a “Settlement Proposal” because it is a proposal by the parties to the Board to settle the issues in this proceeding. It is termed a proposal as between the parties and the Board. However, as between the parties, and subject only to the Board’s approval of this Settlement Proposal, this document is intended to be a legal agreement, creating mutual obligations, and is binding and enforceable in accordance with its terms. As set forth below, this Settlement Proposal is subject to a condition subsequent, that if it is not accepted by the Board in its entirety, then unless amended by the parties it is null and void and of no further effect. In entering into this agreement, the parties understand and agree that, pursuant to the *Ontario Energy Board Act, 1998*, the Board has exclusive jurisdiction with respect to the interpretation or enforcement of the terms hereof.

Enbridge Gas and all intervenors listed above have agreed to the settlement of the Settled Items as described on the following pages. Any reference to “parties” in this Settlement Proposal is intended to refer to Enbridge Gas and the intervenors listed above. The description of each Settled Item assumes that all parties participated in the negotiation of the item, unless specifically noted otherwise.

Best efforts have been made to identify all of the evidence that relates to each Settled Item. The supporting evidence for each settled issue is identified individually by reference to its exhibit number in an abbreviated format; for example, Exhibit B, Tab 1, Schedule 1 is referred to as B-1-1. The identification and listing of the evidence that relates to each settled issue is provided to assist the Board.

The Settlement Proposal describes the agreements reached on the Settled Items. The Settlement Proposal provides a direct link between each Settled Item and the supporting evidence in the record to date and/or the additional evidence attached to hereto. In this regard, the parties are of the view that the evidence provided is sufficient to support the Settlement Proposal in relation to the Settled Items and, moreover, that the quality and detail of the supporting evidence, together with the corresponding rationale, will allow the Board to make findings agreeing with the proposed resolution of the Settled Items.

None of the parties can withdraw from the Settlement Proposal except in accordance with Rule 30 of the *Ontario Energy Board Rules of Practice and Procedure*. Further, unless stated otherwise, a settlement of any particular issue in this proceeding is without prejudice to the positions parties might take with respect to the same issue in future proceedings, whether during the term of Enbridge Gas’s current deferred rebasing term, or thereafter.

The parties acknowledge that this Settlement Conference is confidential in accordance with the Practice Direction on Settlement Agreements. The parties understand that confidentiality in that context does not have the same meaning as confidentiality in the OEB’s *Practice Direction on Confidential Filings*, and the rules of that latter document do not apply. Instead, in this Settlement Conference, and in this Settlement Proposal, the parties have interpreted “confidential” to mean that the documents and other information

provided during the course of the Settlement Conference, the discussion of each issue, the offers and counter-offers, and the negotiations leading to the settlement – or not – of each issue during the Settlement Conference are strictly privileged and without prejudice. None of the foregoing is admissible as evidence in this proceeding, or otherwise, with one exception: the need to resolve a subsequent dispute over the interpretation of any provision of this Settlement Proposal. Further, the parties shall not disclose those documents or other information to persons who were not attendees at the Settlement Conference. However, the parties agree that “attendees” is deemed to include, in this context, persons who were not physically in attendance at the Settlement Conference but were; a) any persons or entities that the parties engaged to assist them with the Settlement Conference; or b) any persons or entities from whom they seek instructions with respect to the negotiations; in each case provided that any such persons or entities have agreed to be bound by the same confidentiality provisions.

It is fundamental to the agreement of the parties that none of the provisions of this Settlement Proposal are severable. If the Board does not accept the provisions of the Settlement Proposal in their entirety, there is no Settlement Proposal (unless the parties agree that any portion of the Settlement Proposal that the Board does accept may continue as a valid Settlement Proposal).

Where in this Agreement, the parties “accept” the evidence of Enbridge Gas, or the parties or any of them “agree” to a revised term or condition, including a revised budget or forecast, then unless the Settlement Proposal expressly states to the contrary, the words “for the purpose of settlement of the issues herein” shall be deemed to qualify that acceptance or agreement.

## **OVERVIEW**

On August 30, 2018, in the MAADs Decision (EB-2017-0306/0307), the Board approved a rate setting mechanism (Price Cap IR) for Enbridge Gas, which sets out a multi-year incentive rate-setting mechanism (“IRM”) for the calendar year term of 2019 to 2023 (the “deferred rebasing term”). The MAADs Decision confirmed that during the deferred rebasing term, distribution rates will be set separately for the Enbridge Gas Distribution (“EGD”) and Union Gas (“Union”) Rate Zones.

This 2020 rate application is the second annual rate adjustment application under the IRM approved in the MAADs Decision. Enbridge Gas’s Application is divided into two Phases. Phase 1 (which is the subject of this Settlement Proposal) addresses the IRM related elements of the application and Phase 2 will address Enbridge Gas’s Incremental Capital Module (ICM) requests and a cost allocation study related to the Union Rate Zones, as well as Enbridge Gas’s e-bill practices.

The Phase 1 prefiled evidence sets out and explains the proposed changes to Enbridge Gas's base rates for regulated transportation, storage and distribution for each of its three Rate Zones (EGD, Union North and Union South) effective January 1, 2020. As explained, adjustments to the base rates for each Rate Zone are determined in accordance with the IRM as follows:

- i. Annual rate escalation, as determined by a price cap index ("PCI"), where PCI growth is driven by an inflation factor using GDP IPI FDD, less a productivity factor of zero and a stretch factor of 0.30% (the "X factor").
- ii. Demand side management cost changes, lost revenue adjustment mechanism changes for the contract market and average use/normalized average consumption adjustments.

A summary of the impact of the proposed IRM adjustments for each Rate Zone is set out in Table 1 of Exhibit B, Tab 1, Schedule 1 of the prefiled evidence.

In accordance with the MAADs Decision and the 2019 Rates Decision and Order (EB-2018-0305), Enbridge Gas has also included updates to capital pass-through and Parkway Delivery Obligation ("PDO") costs in the Union rate zones in Phase 1.

Through the Settlement Conference process, all parties have agreed that it is appropriate for Enbridge Gas to proceed to implement its as-filed IRM rate adjustments (with one adjustment), as well as the proposed updates to the capital pass-through charges and the PDO. . The agreed adjustment is that Enbridge Gas will apply an inflation factor of 1.61%, rather than the as-filed 1.66%, in the calculation of the PCI. This updated inflation factor reflects the most recent data from Statistics Canada.

The parties have also agreed to the Accounting Order for Deferral and Variance Accounts for Enbridge Gas and the EGD and Union Rate Zones for 2020 on the basis of Enbridge's representation that there are no substantive changes in the Accounting Order from prior years.

All parties agree that it is appropriate for Enbridge Gas to implement the 2020 IRM rate adjustments and other items in this Settlement Proposal on an interim basis, to be effective January 1, 2020. The implementation will be effected in conjunction with the January 1, 2020 QRAM Applications.

Enbridge Gas changed its e-bill practices in 2019 to make e-bill the default billing method for new customers and to switch existing paper bill customers who, for any reason, had previously provided an email address to the Company to e-bill without prior specific consent on their part. Enbridge Gas believes that its change in practice is appropriate, and does not believe that any Board approval was or is required. Other parties disagree and the parties agree that issues related to Enbridge Gas's change in e-bill policies

should be referred to the Board in Phase 2 for the Board’s determination. As described herein, the parties have agreed that any disputes related to Enbridge Gas’s e-bill practices should be included in Phase 2 of this proceeding. The parties have agreed to a number of interim measures to be implemented until such time as the Board issues a decision on Enbridge Gas’s e-bill practices.

Details of the settlement on the Settled Items are set out in the Issues section that follows.

## THE ISSUES

### 1. Is the proposed price cap rate adjustment for 2020 calculated properly?

As set out in the prefiled evidence, Enbridge Gas has applied the Price Cap incentive rate-setting (“IR”) mechanism using a PCI to adjust rates for each of the EGD and Union Rate Zones for 2020.

All parties agree that it is appropriate to apply a PCI of 1.31%, based on an inflation factor of 1.61% and the X factor of 0.30%. The inflation factor has been updated from the as-filed figure of 1.66%, to reflect the most up-to-date data from Statistics Canada.

The impact of the agreed change can be seen in the table below, which is an update of Exhibit B, Tab 1, Schedule 1, page 3 (Table 1):

Proposed Changes in Revenue by Rate Zone Effective January 1, 2020							
Line No.	Particulars (\$000's)	EGD Rate Zone			Union Rate Zones		
		Prefiled (PCI 1.36%)	Rate Order (PCI 1.31%)	Difference	Prefiled (PCI 1.36%)	Rate Order (PCI 1.31%)	Difference
	<u>Summary Change in Revenue:</u>						
1	2020 Proposed in EB-2019-0194	1,251,215	1,250,630	586	1,288,164	1,287,688	476
2	2019 Approved	1,233,954	1,233,954	-	1,270,666	1,270,666	-
3	Net Change (line 1 - line 2)	<u>17,261</u>	<u>16,675</u>	<u>586</u>	<u>17,497</u>	<u>17,022</u>	<u>476</u>
	<u>Detail Change in Revenue:</u>						
4	2020 Price Cap Index	15,926	15,339	586	12,856	12,383	473
5	2020 DSM Budget Change	1,335	1,335	-	1,081	1,081	-
6	2020 Capital Pass-through Change	-	-	-	3,237	3,237	-
7	2020 Parkway Delivery Obligation Change	-	-	-	323	320	3
8	Total Excluding Incremental Capital Module (“ICM”) (lines 4 through 7)	<u>17,261</u>	<u>16,675</u>	<u>586</u>	<u>17,497</u>	<u>17,022</u>	<u>476</u>
9	2020 ICM Funding	Note (1)	Note (1)	Note (1)	Note (1)	Note (1)	Note (1)
10	Total (line 8 + line 9)	<u>17,261</u>	<u>16,675</u>	<u>586</u>	<u>17,497</u>	<u>17,022</u>	<u>476</u>
<u>Notes:</u>							
(1)	2020 ICM funding request will be implemented on a subsequent date as part of this application subject to the Board's approval.						

All parties agree that in future years Enbridge Gas will use an inflation factor that has only one decimal place, to be consistent with the approach used for electricity distributors regulated by the OEB.

**Evidence:** The evidence in relation to this issue includes the following:

A-2-1	Application
B-1-1	Rate Setting Mechanism
TC Tr. 20-21	Technical Conference Testimony
KT1.2	Technical Conference Exhibits (responses to written questions)
JT1.1- JT1.7	Technical Conference Undertakings

## 2. Are the proposed pass-through costs included in 2020 rates appropriate?

The MAADs Decision approved the following costs as Y factors:

- Demand Side Management (“DSM”) costs as determined in EB-2015-0029/EB-2015-0049 and any subsequent proceeding;
- Lost Revenue Adjustment Mechanism (“LRAM”) for the contract market; and
- Average Use and Normalized Average Consumption.

The prefiled evidence sets out Enbridge Gas’s calculations of the pass-through amounts associated with these Y factors for each of the EGD and Union Rate Zones. All parties accept the evidence of Enbridge Gas that it has properly calculated the pass-through costs included in the application.

Parties have expressed concern about the predictive force of the Board-approved methodologies used for average use, normalized average consumption (NAC) and degree day forecasts for the EGD and Union Rate Zones. Parties acknowledge that these methodologies will continue to be in place during Enbridge Gas’s deferred rebasing term, but confirm that they will be reviewed at the time of rebasing. Enbridge Gas agrees that as part of its rebasing application, it will file a rigorous study (which may be an internal study or a third party study) examining the various available methodologies for average use, NAC and degree day forecasts, including those currently in use by Enbridge Gas, as well as detailing the rationale for any proposed alternative methodologies. The study will also detail other ratemaking options available to address average use and weather variations.

**Evidence:** The evidence in relation to this issue includes the following:

A-2-1	Application
B-1-1	Rate Setting Mechanism
TC Tr. 5-17, 22-27, 34-44, 55-59, 66-67	Technical Conference Testimony
KT1.1, 1.3 – 1.5 to KT1.7	Technical Conference Exhibits (responses to written questions)
JT1.1, 1.5	Technical Conference Undertakings

**3. Are the proposed capital pass-through cost adjustments proposed for 2020 rates appropriate?**

In the 2019 Rates Decision and Order (EB-2018-0305), the Board denied the proposed one-time adjustment to base rates for certain capital pass-through projects for the Union Rate Zones. In the prefiled evidence, Enbridge Gas has updated the capital pass-through projects to reflect the 2020 revenue requirement of each approved project consistent with the rate treatment in past years. In response to the 2019 Rates Decision, Enbridge Gas has also included the 2020 revenue requirement of the Sudbury Replacement Project as capital pass-through.

All parties accept the evidence of Enbridge Gas that it has properly calculated the capital pass-through adjustments for 2020 rates.

**Evidence:** The evidence in relation to this issue includes the following:

A-2-1	Application
B-1-1	Rate Setting Mechanism
TC Tr. 45-53, 67-68, 74-87, 89-91	Technical Conference Testimony
KT1.6 and 1.7	Technical Conference Exhibits (responses to written questions)
JT1.2, 1.3- JT1.7	Technical Conference Undertakings

**4. Is the Parkway Delivery Obligation cost adjustment for the Union Rate Zones calculated properly?**

As set out in the prefiled evidence, Enbridge Gas has updated the PDO and Parkway Delivery Commitment Incentive (“PDCI”) costs included in 2020 rates for the Union Rate Zones to reflect the 2020 Rate M12 Dawn-Parkway toll and compressor fuel, based on the October 2019 QRAM (EB-2019-0193).

All parties accept the evidence of Enbridge Gas that it has properly calculated the PDO rate adjustment.

**Evidence:** The evidence in relation to this issue includes the following:

A-2-1	Application
B-1-1	Rate Setting Mechanism
B-1-1 App. A	Annual PDO Reporting
TC Tr. 18, 45-53, 67-68, 74-87, 89-91	Technical Conference Testimony
KT1.6 and 1.7	Technical Conference Exhibits (responses to written questions)
JT1.1, 1,3 and 1.7	Technical Conference Undertakings

**5. What is the timing for implementation of the proposed Phase 1 changes to 2020 rates?**

Enbridge Gas has prepared draft Rate Orders for the EGD and Union Rate Zones reflecting the implementation of the IRM adjustments and the proposed updates to the capital pass-through and PDO costs. The draft Rate Orders are attached as Appendix “A” and “B”.

The draft Rate Orders also include the adjustment of the Retail Service Charges to reflect an inflation factor (1.61%) as required by the Board’s Report on Energy Retailer Service Charges (EB-2015-0304).

All parties agree that it is appropriate to implement the updated rates as of January 1, 2020, in conjunction with the January 1, 2020 QRAM Application for the EGD and Union Rate Zones. All parties agree that the updated rates should be implemented on an interim basis, so that the impacts resulting from Phase 2 of this Application, if any, can be determined and implemented at a later date if the Board so determines.

**Evidence:** The evidence in relation to this issue includes the following:

A-2-1	Application
B-1-1	Rate Setting Mechanism
D-1	Draft Rate Order – EGD Rate Zone
D-2	Draft Rate Order – Union Rate Zones
TC Tr. 18-19	Technical Conference Testimony

**6. Is it appropriate to approve the Accounting Order for the 2020 Deferral and Variance Accounts for Enbridge Gas and for the EGD and Union Rate Zones?**

At Exhibit D, Tab 3, Enbridge Gas filed a draft Accounting Order for the continuation of previously approved Deferral and Variance Accounts for 2020 for Enbridge Gas and for each of the EGD and Union Rate Zones. Enbridge Gas’s prefiled evidence explains that it proposes to continue its 2019 accounts, except for the Post-Retirement True-Up Variance Account (“PTUVA”) which is no longer required and which will not be continued in 2020.

Since the date when Enbridge Gas filed its Application and evidence in this proceeding, the 2019 Rate Order and associated Accounting Order were approved by the Board. The 2019 Accounting Order includes some minor wording changes to several accounts as compared to what had been included in Enbridge Gas’s prefiled evidence in this proceeding. The ‘draft’ version of the 2019 Gas Supply Plan Cost Consequences Deferral Account (which did not address Board Staff comments) was inadvertently included as part of the 2019 Final Accounting Order.

In the document attached as Appendix “C” to this Settlement Proposal, Enbridge Gas asserts that it has updated the draft Accounting Order for this proceeding to include the changes approved in the 2019 Accounting Order, as well as an updated version of the 2019 Gas Supply Plan Cost Consequences Deferral Account (which now addresses Board Staff comments), and has made no other substantive changes.

All parties accept the updated draft Accounting Order attached as Appendix “C” to this Settlement Proposal.

**Evidence:** The evidence in relation to this issue includes the following:

A-2-1	Application
B-1-1	Rate Setting Mechanism
D-3	Draft Accounting Order
TC Tr. 59-61	Technical Conference Testimony

## **7. Enbridge Gas’s E-Bill Practices**

Enbridge Gas changed its billing practices in 2019 to make e-bill the default method for new customers and to switch existing paper bill customers who had previously provided, for any reason, an email address to the Company to e-bill. Enbridge Gas believes that its change in practice is appropriate, and does not believe that any Board approval was or is required. Other parties disagree and want the Board to consider issues related to Enbridge Gas’s change in e-bill policies.

The parties have agreed that issues related to Enbridge Gas’s e-bill practices should be included in Phase 2 of this proceeding, rather than Phase 1. The parties propose that the OEB’s review of the e-bill issue may, if the Board so determines, include issues of whether OEB approval is required and, if so, whether such approval should be granted and under what terms. It will also address such other issues as intervenors may raise and that the Board deems appropriate, which could include whether Enbridge Gas was required to obtain positive consent from customers who were switched and whether positive consent is required for new customers.

Enbridge Gas agrees to file evidence with the OEB about its e-bill practices, including description of what changed in 2019, and the impacts of that change in terms of customer adoption and customer reaction. Enbridge Gas will endeavour to make the evidence as complete as possible, to reduce the need for a detailed discovery process. Enbridge Gas will file the evidence by January 15, 2020 (or earlier, if possible).

In order to support the agreement to move the issue related to Enbridge Gas’s e-bill practices to Phase 2 of this proceeding, the parties have agreed to a number of interim measures to be implemented and maintained until such time as the Board issues a

decision on Enbridge Gas's e-bill practices. This allows all parties to agree to the implementation of the Phase 1 IRM rate adjustments as of January 1, 2020.

The interim measures agreed are as follows:

1. Enbridge Gas will only convert existing customers to e-bill if those customers have expressly agreed to the switch. This will be implemented immediately.
2. For Enbridge Gas's new or moving customers who contact the Company by phone to request service, Enbridge Gas will provide those customers with the option to choose e-bill or paper bill service, and will not imply that either is required. This will be implemented as soon as possible, and no later than December 31, 2019.
3. For Enbridge Gas's new or moving customers who sign up for service online, Enbridge has asserted that it is not able to change its online form to include a choice of paper or e-bill. Therefore, in this interim period Enbridge Gas will send a confirming email to the new customer indicating that they have the option to choose paper bills rather than e-bills. Additionally, if any such new or moving customer incurs a late payment penalty (LPP), Enbridge Gas will contact that customer by phone to confirm that the customer is aware that their bill is being sent electronically and in that call will indicate that the customer can switch to paper bill service and will determine whether the LPP charge should be waived. This will be implemented as soon as possible, and no later than December 31, 2019.
4. Enbridge Gas will post a message on its website, and on its e-bills, informing customers that there is a dispute around the Company's e-bill service being heard by the OEB and indicating that if e-bill customers have questions about their account or LPP charges that are being applied, then they can contact the call centre. Appropriate contact information will be included in this communication. Appropriate scripts will be provided for call centre employees to describe the current situation, and the customer's option to convert back to paper billing. This will be implemented as soon as possible, and no later than December 31, 2019.
5. Enbridge Gas will refund 2019 LPP amounts paid by customers who have been switched to e-bill in 2019, and who have not previously had a history of repeated LPP charges. Enbridge Gas confirms that refunds of such amounts will not bar claims that parties may make during Phase 2 for additional LPP refunds.
6. Enbridge Gas will not charge extra amounts for paper bills without receiving OEB approval. This will be implemented immediately.
7. Enbridge Gas will ensure that no customer who was switched to e-bill in 2019 is reported to credit agencies based on late payments. This will be implemented immediately.

8. Enbridge Gas will inform all parties to the Settlement Proposal when it has completed implementing the actions described in items 2, 3 and 4.

The parties agree that the implementation of the items listed above on an interim basis should not be interpreted as agreement by any party, including Enbridge Gas, that any such item is appropriate or necessary on an ongoing basis. The agreement on all items is without prejudice to the positions that any party may take on such items during Phase 2 of this proceeding (or at other times).

**Evidence:** The evidence in relation to this issue includes the following:

TC Tr. 54-55, 68-73  
JT1.4 and 1.6

Technical Conference Testimony  
Technical Conference Undertakings

**APPENDIX A**  
**TO SETTLEMENT PROPOSAL**  
**EB-2019-0194**  
**INTERIM RATE ORDER**  
**ENBRIDGE GAS DISTRIBUTION RATE ZONE**

ENBRIDGE GAS INC.  
EGD Rate Zone  
SUMMARY OF PROPOSED RATE CHANGE BY RATE CLASS

Line No.	Rate No.	Col. 1 Particulars	Col. 2 Rate Block (m <sup>3</sup> )	Col. 3 Approved Rates EB-2018-0305 (1) (cents/m <sup>3</sup> *) (a)	Col. 4 Rate Change (2) (cents/m <sup>3</sup> *) (b)	Col. 5 Proposed EB-2019-0194 (cents/m <sup>3</sup> *) (c) = (a+b)
<b>RATE 1</b>						
1.01		Customer Charge		\$20.21	\$0.26	\$20.48
1.02		Delivery Charge	First 30	9.4710	0.1892	9.6602
1.03			Next 55	8.8718	0.1738	9.0456
1.04			Next 85	8.4026	0.1617	8.5642
1.05			Over 170	8.0528	0.1526	8.2054
1.06		Gas Supply Load Balancing		1.2268	0.0042	1.2309
1.07		Gas Supply Transportation		4.2589	0.0003	4.2592
1.08		Gas Supply Transportation Dawn		0.8192	0.0001	0.8193
1.09		Gas Supply Commodity - System		8.9735	0.0010	8.9746
<b>RATE 6</b>						
2.01		Customer Charge		\$70.75	\$0.93	\$71.68
2.02		Delivery Charge	First 500	8.7829	0.2383	9.0212
2.03			Next 1,050	6.7327	0.1703	6.9030
2.04			Next 4,500	5.2970	0.1227	5.4196
2.05			Next 7,000	4.3746	0.0921	4.4666
2.06			Next 15,250	3.9647	0.0785	4.0431
2.07			Over 28,300	3.8617	0.0750	3.9368
2.08		Gas Supply Load Balancing		1.1416	0.0039	1.1455
2.09		Gas Supply Transportation		4.2589	0.0003	4.2592
2.10		Gas Supply Transportation Dawn		0.8192	0.0001	0.8193
2.11		Gas Supply Commodity - System		8.9951	0.0013	8.9964
<b>RATE 9</b>						
3.01		Customer Charge		\$238.47	\$3.12	\$241.60
3.02		Delivery Charge	First 20,000	11.3720	0.1489	11.5209
3.03			Over 20,000	10.6446	0.1394	10.7840
3.04		Gas Supply Load Balancing		0.0147	0.0003	0.0149
3.05		Gas Supply Transportation		4.2589	0.0003	4.2592
3.06		Gas Supply Transportation Dawn		0.8192	0.0001	0.8193
3.07		Gas Supply Commodity - System		8.9383	0.0006	8.9388
<b>RATE 100</b>						
4.01		Customer Charge		\$123.32	\$1.62	\$124.93
4.02		Demand Charge (Cents/Month/m <sup>3</sup> )		36.3852	0.4766	36.8618
4.03		Delivery Charge	First 14,000	0.1747	0.0000	0.1747
4.04			Next 28,000	0.1747	0.0000	0.1747
4.05			Over 42,000	0.1747	0.0000	0.1747
4.06		Gas Supply Load Balancing		1.1416	0.0042	1.1459
4.07		Gas Supply Transportation		4.2589	0.0003	4.2592
4.08		Gas Supply Transportation Dawn		0.8192	0.0001	0.8193
4.09		Gas Supply Commodity - System		8.9951	0.0013	8.9964
<b>RATE 110</b>						
5.01		Customer Charge		\$593.65	\$7.78	\$601.43
5.02		Demand Charge (Cents/Month/m <sup>3</sup> )		23.1551	0.3033	23.4585
5.03		Delivery Charge	First 1,000,000	0.8333	0.0007	0.8340
5.04			Over 1,000,000	0.6808	(0.0021)	0.6787
5.05		Gas Supply Load Balancing		0.2344	0.0009	0.2352
5.06		Gas Supply Transportation		4.2589	0.0003	4.2592
5.07		Gas Supply Transportation Dawn		0.8192	0.0001	0.8193
5.08		Gas Supply Commodity - System		8.9384	0.0006	8.9389

**NOTE :** \* Cents unless otherwise noted.

(1) EB-2018-0305 (Draft Rate Order), Exhibit F1 Tab 1, Rate Order, Appendix A, Pages 1 - 4, Col. (c)

(2) Exhibit F1, Tab 1, Rate Order, Working Papers, Schedule 6, Pages 1-3, Col. (f)

ENBRIDGE GAS INC.  
EGD Rate Zone  
SUMMARY OF PROPOSED RATE CHANGE BY RATE CLASS (con't)

Line No.	Rate No.	Col. 1 Particulars	Col. 2 Rate Block (m <sup>3</sup> )	Col. 3 Approved Rates EB-2018-0305 (1) (cents/m3 *) (a)	Col. 4 Rate Change (2) (cents/m3 *) (b)	Col. 5 Proposed EB-2019-0194 (cents/m3 *) (c) = (a+b)
<b>RATE 115</b>						
1.01		Customer Charge		\$629.28	\$8.24	\$637.53
1.02		Demand Charge (Cents/Month/m <sup>3</sup> )		24.6207	0.3225	24.9432
1.03		Delivery Charge	First 1,000,000	0.4414	0.0174	0.4588
1.04			Over 1,000,000	0.3409	0.0171	0.3580
1.05		Gas Supply Load Balancing		0.0897	0.0003	0.0900
1.06		Gas Supply Transportation		4.2589	0.0003	4.2592
1.07		Gas Supply Transportation Dawn		0.8192	0.0001	0.8193
1.08		Gas Supply Commodity - System		8.9383	0.0006	8.9389
<b>RATE 125</b>						
2.01		Customer Charge		\$505.35	\$ 6.62	511.97
2.02		Delivery Charge (Cents/Month/m <sup>3</sup> of Contract Dmnd)		10.1505	0.1336	10.2841
<b>RATE 135</b>						
DEC - MAR						
3.00		Customer Charge		\$116.31	\$1.52	\$117.84
3.01		Delivery Charge	First 14,000	7.3244	0.1761	7.5005
3.02			Next 28,000	6.0949	0.1430	6.2379
3.03			Over 42,000	5.6848	0.1213	5.8061
3.04		Gas Supply Load Balancing		0.0000	0.0000	0.0000
3.05		Gas Supply Transportation		4.2589	0.0003	4.2592
3.06		Gas Supply Transportation Dawn		0.8192	0.0001	0.8193
3.07		Gas Supply Commodity - System		8.9454	0.0007	8.9461
<b>RATE 135</b>						
APR - NOV						
3.08		Customer Charge		\$116.31	\$1.52	\$117.84
3.09		Delivery Charge	First 14,000	2.4429	0.0640	2.5070
3.10			Next 28,000	1.7343	0.0467	1.7809
3.11			Over 42,000	1.5318	0.0397	1.5716
3.12		Gas Supply Load Balancing		0.0000	0.0000	0.0000
3.13		Gas Supply Transportation		4.2589	0.0003	4.2592
3.14		Gas Supply Transportation Dawn		0.8192	0.0001	0.8193
3.15		Gas Supply Commodity - System		8.9454	0.0007	8.9461
<b>RATE 145</b>						
4.00		Customer Charge		\$124.66	\$1.63	\$126.29
4.01		Demand Charge (Cents/Month/m <sup>3</sup> )		8.3181	0.1090	8.4270
4.02		Delivery Charge	First 14,000	3.0957	0.5049	3.6006
4.03			Next 28,000	1.7248	0.5021	2.2269
4.04			Over 42,000	1.1607	0.5009	1.6616
4.05		Gas Supply Load Balancing		0.5283	0.0020	0.5303
4.06		Gas Supply Transportation		4.2589	0.0003	4.2592
4.07		Gas Supply Transportation Dawn		0.8192	0.0001	0.8193
4.08		Gas Supply Commodity - System		8.9420	0.0006	8.9426
<b>RATE 170</b>						
5.00		Customer Charge		\$282.30	\$3.70	\$286.00
5.01		Demand Charge (Cents/Month/m <sup>3</sup> )		4.1338	0.0542	4.1879
5.02		Delivery Charge	First 1,000,000	0.4068	0.1360	0.5428
5.03			Over 1,000,000	0.2051	0.1346	0.3397
5.04		Gas Supply Load Balancing		0.2291	0.0009	0.2300
5.05		Gas Supply Transportation		4.2589	0.0003	4.2592
5.06		Gas Supply Transportation Dawn		0.8192	0.0001	0.8193
5.07		Gas Supply Commodity - System		8.9384	0.0006	8.9389

**NOTE:** \* Cents unless otherwise noted.

(1) EB-2018-0305 (Draft Rate Order), Exhibit F1 Tab 1, Rate Order, Appendix A, Pages 1 - 4, Col. (c)

(2) Exhibit F1, Tab 1, Rate Order, Working Papers, Schedule 6, Pages 1-3, Col. (f)

ENBRIDGE GAS INC.  
EGD Rate Zone  
SUMMARY OF PROPOSED RATE CHANGE BY RATE CLASS (con't)

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RATE 200						
1.00		Customer Charge		\$0.00	\$0.00	\$0.00
1.01		Demand Charge (Cents/Month/m <sup>3</sup> )		14.8573	0.1946	15.0519
1.02		Delivery Charge		1.1839	(0.0018)	1.1821
1.03		Gas Supply Load Balancing		1.0668	0.0038	1.0706
1.04		Gas Supply Transportation		4.2589	0.0003	4.2592
1.05		Gas Supply Transportation Dawn		0.8192	0.0001	0.8193
1.06		Gas Supply Commodity - System		8.9383	0.0006	8.9388
1.07		Gas Supply Commodity - Buy/Sell		8.9186	0.0003	8.9189
RATE 300						
2.00		FIRM SERVICE Monthly Customer Charge		\$505.35	\$6.62	\$511.97
2.01		Demand Charge (Cents/Month/m <sup>3</sup> )		27.7428	0.3894	28.1322
INTERRUPTIBLE SERVICE						
2.02		Minimum Delivery Charge (Cents/Month/m <sup>3</sup> )		0.4005	0.0052	0.4057
2.03		Maximum Delivery Charge (Cents/Month/m <sup>3</sup> )		1.0945	0.0154	1.1099
RATE 315						
3.00		Monthly Customer Charge		\$151.61	\$1.99	\$153.59
3.01		Space Demand Chg (Cents/Month/m <sup>3</sup> )		0.0537	0.0000	0.0537
3.02		Deliverability/Injection Demand Chg (Cents/Month/m <sup>3</sup> )		22.1427	0.0000	22.1427
3.03		Injection & Withdrawal Chg (Cents/Month/m <sup>3</sup> )		0.2629	0.0000	0.2629
RATE 316						
4.00		Monthly Customer Charge		\$151.61	\$1.99	\$153.59
4.01		Space Demand Chg (Cents/Month/m <sup>3</sup> )		0.0537	0.0000	0.0537
4.02		Deliverability/Injection Demand Chg (Cents/Month/m <sup>3</sup> )		5.5775	0.0000	5.5775
4.03		Injection & Withdrawal Chg (Cents/Month/m <sup>3</sup> )		0.0938	0.0000	0.0938
RATE 320						
5.00		Backstop	All Gas Sold	13.6315	0.1364	13.7678

NOTE : \* Cents unless otherwise noted.

(1) EB-2018-0305 (Draft Rate Order), Exhibit F1 Tab 1, Rate Order, Appendix A, Pages 1 - 4, Col. (c)

(2) Exhibit F1, Tab 1, Rate Order, Working Papers, Schedule 6, Pages 1-3, Col. (f)

ENBRIDGE GAS INC.  
EGD Rate Zone  
SUMMARY OF PROPOSED RATE CHANGE BY RATE CLASS (con't)

Line No.	Rate No.	Col. 1 Particulars	Col. 2 Rate Block (m <sup>3</sup> )	Col. 3 Approved Rates EB-2018-0305 (1) (cents/m3 *) (a)	Col. 4 Rate Change (2) (cents/m3 *) (b)	Col. 5 Proposed EB-2019-0194 (cents/m3 *) (c) = (a+b)
<b>RATE 325</b>						
		Transmission & Compression				
1.00		Demand Charge - ATV (\$/Month/10 <sup>3</sup> m <sup>3</sup> )		0.2093	0.0027	0.2120
1.01		Demand Charge - Daily Wdrl. (\$/Month/10 <sup>3</sup> m <sup>3</sup> )		23.0317	0.3017	23.3334
1.02		Commodity Charge		0.7966	0.0038	0.8004
Storage						
1.03		Demand Charge - ATV (\$/Month/10 <sup>3</sup> m <sup>3</sup> )		0.1976	0.0026	0.2002
1.04		Demand Charge - Daily Wdrl. (\$/Month/10 <sup>3</sup> m <sup>3</sup> )		21.9721	0.2878	22.2599
1.05		Commodity Charge		0.0916	0.0007	0.0923
(2) Note: These are UNBUNDLED Rates						
<b>RATE 330</b>						
Storage Service - Firm						
Demand Charge (\$/Month/10 <sup>3</sup> m <sup>3</sup> of ATV)						
2.00		Minimum		0.4069	0.0053	0.4122
2.01		Maximum		2.0345	0.0267	2.0612
Demand Charge (\$/Month/10 <sup>3</sup> m <sup>3</sup> of Daily Withdrawal)						
2.02		Minimum		45.0038	0.5895	45.5933
2.03		Maximum		225.0190	2.9477	227.9667
Commodity Charge						
2.04		Minimum		0.8882	0.0045	0.8927
2.05		Maximum		4.4410	0.0225	4.4635
Storage Service - Interruptible						
Demand Charge (\$/Month/10 <sup>3</sup> m <sup>3</sup> of ATV)						
2.06		Minimum		0.4069	0.0053	0.4122
2.07		Maximum		2.0345	0.0267	2.0612
Demand Charge (\$/Month/10 <sup>3</sup> m <sup>3</sup> of Daily Withdrawal)						
2.08		Minimum		36.0030	0.4716	36.4747
2.09		Maximum		180.0152	2.3582	182.3734
Commodity Charge						
2.10		Minimum		0.8882	0.0045	0.8927
2.11		Maximum		4.4410	0.0225	4.4635
Storage Service - Off Peak						
Commodity Charge						
2.12		Minimum		0.3459	0.0007	0.3466
2.13		Maximum		40.9700	0.0225	40.9924
<b>RATE 331</b>						
Tecumseh Transmission Service						
Firm						
3.00		Demand Charge (\$/Month/10 <sup>3</sup> m <sup>3</sup> of Maximum Contracted Daily Delivery)		5.7034	0.0747	5.7781
3.01		Interruptible				
		Commodity Charge (\$/10 <sup>3</sup> m <sup>3</sup> of gas delivered)		0.2230	0.0000	0.2230
<b>RATE 332</b>						
Transportation Service						
4.00		Monthly Contract Demand Charge (\$/10 <sup>3</sup> m <sup>3</sup> )		47.0228	0.6160	47.6388
4.01		Monthly Contract Demand Charge (\$/GJ)		1.2204	0.0160	1.2364
4.02		Authorized Overrun Charge (\$/10 <sup>3</sup> m <sup>3</sup> )		1.8533	0.0261	1.8794
4.03		Authorized Overrun Charge (\$/GJ)		0.0481	0.0007	0.0488

NOTE : \* Cents unless otherwise noted.

(1) EB-2018-0305 (Draft Rate Order), Exhibit F1 Tab 1, Rate Order, Appendix A, Pages 1 - 4, Col. (c)

(2) Exhibit F1, Tab 1, Rate Order, Working Papers, Schedule 6, Pages 1-3, Col. (f)

# RATE HANDBOOK

Filed 2019-11-28  
EB-2019-0194  
Exhibit D  
Tab 1  
Draft Rate Order  
Appendix B  
Page 1 of 68

## ***ENBRIDGE GAS INC.***

### **EGD RATE ZONE HANDBOOK OF RATES AND DISTRIBUTION SERVICES**

#### **INDEX**

<b>PART I:</b>	<b>GLOSSARY OF TERMS</b>	<b>Page 1</b>
<b>PART II:</b>	<b>RATES AND SERVICES AVAILABLE</b>	<b>Page 4</b>
<b>PART III:</b>	<b>TERMS AND CONDITIONS - APPLICABLE TO ALL SERVICES</b>	<b>Page 5</b>
<b>PART IV:</b>	<b>TERMS AND CONDITIONS - DIRECT PURCHASE ARRANGEMENTS</b>	<b>Page 8</b>
<b>PART V:</b>	<b>RATE SCHEDULES</b>	<b>Page 11</b>

Issued: 2020-01-01  
Replaces: 2019-11-01



**Part I**

**GLOSSARY OF TERMS**

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

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

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

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

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

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

CD – (MDV – Delivery) – Curtailment Volume

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

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

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

**Billing Month:** A period of approximately thirty (30) days following which the Company renders a bill to an applicant. The billing month is determined by the Company's monthly Reading and Billing Schedule.

With respect to rate 135 LVDC's, there are eight summer months and four winter months.

**Board:** Ontario Energy Board. (OEB)

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

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

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

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

**Company:** Enbridge Gas Inc.

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

**Cubic Metre ("m<sup>3</sup>"):** That volume of gas which at a temperature of 15 degrees Celsius and at an absolute pressure of 101.325 kilopascals ("kPa") occupies one cubic metre. "10<sup>3</sup>m<sup>3</sup>" means 1,000 cubic metres.

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

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

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

Issued: 2020-01-01  
Replaces: 2019-11-01



of interconnection with the Company's distribution system on a day of Curtailment.

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

**Daily Consumption vs Gas Quantity:** The volume of natural gas taken on a day at a Terminal Location as measured by daily metering equipment or, where the Company does not own and maintain daily metering equipment at a Terminal Location, the volume of gas taken within a billing period divided by the number of days in the billing period.

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

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

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

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

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

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

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

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

**EGD Rate Zone:** The geographic areas within which the Company provides the services set out in this Rate Handbook formerly provided by Enbridge Gas Distribution Inc. prior to its amalgamation with Union Gas Limited on January 1, 2019, as such areas may be amended from time to time.

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

**Firm Transportation ("FT"):** Firm Transportation service offered by upstream pipelines to move gas from

a receipt point to a delivery point, as defined by the pipeline.

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

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

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

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

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

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

**Gas:** Natural Gas.

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

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

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

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

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

Issued: 2020-01-01  
Replaces: 2019-11-01



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

**Gigajoule ("GJ"):** See Joule.

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

**Imperial Conversion Factors:**

Volume:

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

Pressure:

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

Energy:

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

Monetary Value:

\$1 per Mcf = \$0.03530096 per m<sup>3</sup>  
 \$1 per MMBtu = \$0.9482133 per GJ

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

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

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

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

**Large Volume Distribution Contract Rates:** The Rate Schedules applicable for annual consumption

exceeding 340,000 cubic metres of gas per year and for which a specific contract between the Company and the Applicant is required.

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

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

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

**Metric Conversion Factors:**

Volume:

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

Pressure:

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

Energy:

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

Monetary Value:

\$1 per 10<sup>3</sup>m<sup>3</sup> = \$0.02832784 per Mcf  
 \$1 per gigajoule = \$1.055056 per MMBtu

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

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

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

Issued: 2020-01-01  
 Replaces: 2019-11-01



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

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

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

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

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

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

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

**T-Service:** Transportation Service.

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

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

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

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

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

## **SECTION A - INTRODUCTION**

### **1. In Franchise Services**

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

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

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

Service to residential locations is provided pursuant to Rate 1.

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

### **2. Ex-Franchise Services**

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

For the purposes of interpreting the terms and conditions contained in this Handbook of Rates and Distribution Services the ex-franchise distributor shall be considered to be the applicant for the transportation

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## **PART II**

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## **RATES AND SERVICES AVAILABLE**

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Issued: 2020-01-01  
Replaces: 2019-11-01

of its customer owned gas and shall assume all the obligations of transportation as if it owned the gas.

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

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

## **SECTION B -DIRECT PURCHASE ARRANGEMENTS**

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

### **A. Western Canada**

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

### **B. Ontario Delivery T-Service Arrangement**

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

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

#### **(i) Bundled T-Service**

Bundled T-Service is so called because all of the services required by the Applicant (delivery and load balancing) are provided for the prices specified in the

applicable Rate Schedule. In a Bundled T-Service arrangement the Applicant contracts to deliver each day to the Company a Mean Daily Volume of gas. Fluctuations in the demand for gas at the Terminal Location are balanced by the Company.

#### **(ii) Unbundled T-Service**

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

### **C. Western Delivery T-Service Arrangement**

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

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

### **D. Dawn Delivery T-Service Arrangement**

In a Dawn Delivery T-Service Arrangement the Applicant contracts to deliver each day to the Dawn natural gas hub as point of acceptance the Mean Daily Volume of gas. Delivery from that point to the Terminal Location is carried out by the Company using capacity of facilities upstream of the distribution system and its gas distribution network.

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## **PART III**

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### **TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES**

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

### **SECTION A - AVAILABILITY**

Issued: 2020-01-01  
Replaces: 2019-11-01

Unless otherwise stated in a Rate Schedule, the Company's rates and services are available throughout the EGD Rate Zone. Transportation Service and/or Sales Service will be provided subject to the Company having the capacity in its gas distribution network to provide the service requested. When the Company is requested to supply the natural gas to be delivered, service shall be available subject to the Company having available to it a supply of gas adequate to meet the requirement without jeopardizing the supply to its existing customers.

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

**SECTION B - ENERGY CONTENT**

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

**SECTION C - SUBSTITUTION PROVISION**

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

**SECTION D - BILLS**

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

**SECTION E - MINIMUM BILLS**

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

Administration Charge, all as provided for in the applicable Rate Schedule.

In addition, for service under each of the Large Volume Distribution Contact Rates, if in a contract year a volume of gas equal to or greater than the product of the Contract Demand multiplied by a contractually specified multiple of the Contract Demand ("Minimum Annual Volume") is not taken at the Terminal Location the Applicant shall pay, in addition to the minimum monthly bills, the amount obtained when the difference between the Minimum Annual Volume and the volume taken in the contract year (such difference being the Annual Volume Deficiency) is multiplied by the applicable Minimum Bill Charge(s) as provided for in the applicable Rate Schedule. Notwithstanding the foregoing, the Minimum Annual Volume shall be the greater of the Minimum Annual Volume as determined above and 340,000 m<sup>3</sup>.

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

**SECTION F - PAYMENT CONDITIONS**

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

**SECTION G - TERM OF ARRANGEMENT**

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

Issued: 2020-01-01  
Replaces: 2019-11-01



an amount equal to the unpaid minimum bills for such period. When a written agreement is in effect relating to the provision of gas service, the term for which such service is to continue shall be as provided for in the agreement.

**SECTION H - RESALE PROHIBITION**

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

**SECTION I - MEASUREMENT**

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

**SECTION J - RATES IN CONTRACTS**

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

**SECTION K - ADVICE RE: CURTAILMENT**

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

**SECTION L - DAILY DELIVERED VOLUMES**

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

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

**SECTION M - AUTHORIZED OVERRUN GAS**

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

**SECTION N - UNAUTHORIZED SUPPLY OVERRUN GAS**

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

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

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



volume of gas shall be deemed to have been taken and purchased by the Applicant on such day.

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

An Applicant taking service pursuant to a Gas Delivery Agreement and a Large Volume Distribution Contract Rate must provide two business days notice to the Company of the Applicant's intention to deliver a Daily Delivered Volume which is less than the Mean Daily Volume for a specified time period. Failure to provide proper notice will result in Unauthorized Supply Overrun Gas calculated as the difference between Daily Delivered Volume and the Mean Daily Volume.

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

**SECTION O – COMPANY RESPONSIBILITY AND LIABILITY**

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

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

- (a) to maintain safety and reliability on, or to facilitate construction, installation, maintenance, repair, replacement or inspection of the Company's facilities; or
- (b) for any reason related to dangerous or hazardous circumstances, emergencies or Force Majeure.

The Company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether direct, indirect, special or consequential in nature, (excepting only direct physical loss, injury or damage to a customer or a customer's property,

resulting from the negligent acts or omissions of the Company, its employees or agents) arising from or connected with any failure, defect, fluctuation or interruption in the provision of gas service by the Company to its customers.

**SECTION P – OBLIGATION FOR LARGE CUSTOMERS TO PROVIDE CONSUMPTION AND EMERGENCY CONTACT INFORMATION**

All customers whose annual consumption exceeds 1,000,000 m3 are obligated to provide their expected annual consumption, peak demand, and emergency contact information to the Company annually.

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**PART IV**

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**TERMS AND CONDITIONS – DIRECT PURCHASE ARRANGEMENTS**

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

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

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

**SECTION A - NOMINATIONS**

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

An initial daily volume must be Nominated by a contractually specified time before the first day on

Issued: 2020-01-01  
Replaces: 2019-11-01



which gas is to be delivered to the Company. Any Nomination, once accepted by the Company, shall be considered as a standing nomination applicable to each subsequent day in a contract term unless specifically varied by written notice to the Company.

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

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

**SECTION B - OBLIGATION TO DELIVER**

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

Each Applicant taking service pursuant to a Gas Delivery Agreement and a Large Volume Distribution Contract Rate is obligated to deliver the Mean Daily Volume of gas as specified in any Service Contract, unless the Applicant provides two business days notice to the Company of the Applicant's intention to deliver a Daily Delivered Volume which is less than the Mean daily Volume for a specified time period.

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

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

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

**SECTION C - DIVERSION RIGHTS**

Subject to compliance with the Terms and Conditions of all Required Orders, an Applicant who has entered into a Transportation Service Agreement or Agreements which provide(s) for deliveries to the Company for more than one Terminal Location shall have the right, on

such terms and only on such terms as are specified in the applicable Transportation Service Agreement, to divert deliveries from one or more contractually specified Terminal Locations to other contractually specified Terminal Locations.

**SECTION D - BANKED GAS ACCOUNT (BGA)**

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

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

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

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

The Applicant may elect to return to the Company, in kind, during the one hundred and eighty (180) days following the end of the contract year, that portion of any debit balance in the Banked Gas Account as at the end of the contract year not exceeding a tolerance volume of 5.5% times MDV deliveries for the contract term, by the Applicant delivering to the Company on days agreed upon by the Company and the Applicant a volume of gas greater than the Mean Daily Volume, if any, applicable to such day under a Service Contract. Any volume of gas returned to the Company as aforesaid shall not be credited to the Banked Gas Account in the subsequent contract year. Any debit balance in the Banked Gas Account as at the end of the contract year which is not both elected to be returned, and actually returned, to the Company as aforesaid shall be deemed to have been sold to the Applicant and the Applicant shall pay for such gas within ten (10) days of the rendering of a bill therefor. The rate applicable to such gas shall be:

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



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

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

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

(i) Subject to clause (ii), if the Applicant continues to take service from the Company under a contract pursuant to which the Applicant delivers gas to the Company, that portion of such balance which does not exceed a tolerance volume of 5.5% times MDV deliveries for the contract year may be carried forward as a credit to the Banked Gas Account for the next succeeding contract year. Any volume within the tolerance shall be carried forward, and may only, be reduced within the period of one hundred and eighty (180) days ("Adjustment Period") immediately following the contract year, by the Applicant delivering to the Company, on days in the Adjustment Period agreed upon by the Company and the Applicant ("Adjustment Days"), a volume of gas less than the Mean Daily Volume applicable to such day under a Service Contract. Subject to the foregoing, the credit balance in the Banked Gas Account shall be deemed to be reduced on each Adjustment Day by the volume ("Daily Reduction Volume") by which the Mean Daily Volume applicable to such day exceeds the greater of the volume of gas delivered by the Applicant on such day and the Nominated Volume for such day which was accepted by the Company.

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

been tendered for sale to the Company and the Company shall purchase such portion at:

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

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

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

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

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

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

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

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





**APPLICABILITY:**

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

**RATE:**

Rates per cubic metre assume an energy content of 38.53 MJ/m<sup>3</sup>.

	<u>Billing Month</u> January to December
<b>Monthly Customer Charge</b>	<b>\$241.60</b>
<b>Delivery Charge per cubic metre</b>	
For the first 20,000 m <sup>3</sup> per month	11.5358 ¢/m <sup>3</sup>
For all over 20,000 m <sup>3</sup> per month	10.7989 ¢/m <sup>3</sup>
<b>Transportation Charge per cubic metre</b> (If applicable)	<b>4.2592 ¢/m<sup>3</sup></b>
<b>Transportation Dawn Charge per cubic metre</b> (If applicable)	<b>0.8193 ¢/m<sup>3</sup></b>
<b>System Sales Gas Supply Charge per cubic metre</b> (If applicable)	<b>8.9388 ¢/m<sup>3</sup></b>

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

**DIRECT PURCHASE ARRANGEMENTS:**

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

**TERMS AND CONDITIONS OF SERVICE:**

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas consumed by customers on and after January 1, 2020 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305, effective April 1, 2019.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 1 Handbook 13
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**APPLICABILITY:**

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation, to a single terminal location ("Terminal Location"), to be delivered at a specified maximum daily volume of not less than 10,000 cubic metres and not more than 150,000 cubic metres.

**CHARACTER OF SERVICE:**

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

**RATE:**

Rates per cubic metre assume an energy content of 38.53 MJ/m<sup>3</sup>.

	<u>Billing Month</u> <u>January</u> <u>to</u> <u>December</u>
<b>Monthly Customer Charge <sup>(1)</sup></b>	<b>\$125.93</b>
<b>Delivery Charge</b>	
Per cubic metre of Contract Demand	<b>36.8618 ¢/m<sup>3</sup></b>
Per cubic metre of gas delivered	<b>0.1747 ¢/m<sup>3</sup></b>
<b>Gas Supply Load Balancing Charge</b>	<b>1.1459 ¢/m<sup>3</sup></b>
<b>Transportation Charge per cubic metre</b> (If applicable)	<b>4.2592 ¢/m<sup>3</sup></b>
<b>Transportation Dawn Charge per cubic metre</b> (If applicable)	<b>0.8193 ¢/m<sup>3</sup></b>
<b>System Sales Gas Supply Charge per cubic metre</b> (If applicable)	<b>8.9964 ¢/m<sup>3</sup></b>

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

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

<sup>(1)</sup>: Aggregated within Monthly Customer Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

**DIRECT PURCHASE ARRANGEMENTS:**

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

**UNAUTHORIZED OVERRUN GAS RATE:**

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

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 2 Handbook 14
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RATE NUMBER: **100**

**TERMS AND CONDITIONS OF SERVICE:**

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas consumed by customers on and after January 1, 2020 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305, effective April 1, 2019.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	Handbook 15

**APPLICABILITY:**

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation, to a single terminal location ("Terminal Location"), of an annual supply of natural gas of not less than 146 times a specified maximum daily volume of not less than 1,865 cubic metres.

**CHARACTER OF SERVICE:**

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

**RATE:**

Rates per cubic metre assume an energy content of 38.53 MJ/m<sup>3</sup>.

	<b>Billing Month January to December</b>
<b>Monthly Customer Charge <sup>(1)</sup></b>	<b>\$602.43</b>
<b>Delivery Charge</b>	
Per cubic metre of Contract Demand	23.4585 ¢/m <sup>3</sup>
Per cubic metre of gas delivered	
For the first 1,000,000 m <sup>3</sup> per month	0.8340 ¢/m <sup>3</sup>
For all over 1,000,000 m <sup>3</sup> per month	0.6787 ¢/m <sup>3</sup>
<b>Gas Supply Load Balancing Charge</b>	<b>0.2352 ¢/m<sup>3</sup></b>
<b>Transportation Charge per cubic metre</b> (If applicable)	<b>4.2592 ¢/m<sup>3</sup></b>
<b>Transportation Dawn Charge per cubic metre</b> (If applicable)	<b>0.8193 ¢/m<sup>3</sup></b>
<b>System Sales Gas Supply Charge per cubic metre</b> (If applicable)	<b>8.9389 ¢/m<sup>3</sup></b>

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

(1): Aggregated within Monthly Customer Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

**DIRECT PURCHASE ARRANGEMENTS:**

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

**UNAUTHORIZED OVERRUN GAS RATE:**

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

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 2 Handbook 16
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RATE NUMBER: **110**

**MINIMUM BILL:**

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

**5.3040 ¢/m<sup>3</sup>**

In determining the Annual Volume Deficiency, the minimum bill multiplier shall not be less than 146.

**TERMS AND CONDITIONS OF SERVICE:**

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas consumed by customers on and after January 1, 2020 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305, effective April 1, 2019.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 2 of 2 Handbook 17
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**APPLICABILITY:**

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

**CHARACTER OF SERVICE:**

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

**RATE:**

Rates per cubic metre assume an energy content of 38.53 MJ/m<sup>3</sup>.

	Billing Month January to December
<b>Monthly Customer Charge <sup>(1)</sup></b>	<b>\$638.53</b>
<b>Delivery Charge</b>	
Per cubic metre of Contract Demand	24.9432 ¢/m <sup>3</sup>
Per cubic metre of gas delivered	
For the first 1,000,000 m <sup>3</sup> per month	0.4588 ¢/m <sup>3</sup>
For all over 1,000,000 m <sup>3</sup> per month	0.3580 ¢/m <sup>3</sup>
<b>Gas Supply Load Balancing Charge</b>	<b>0.0900 ¢/m<sup>3</sup></b>
<b>Transportation Charge per cubic metre (If applicable)</b>	<b>4.2592 ¢/m<sup>3</sup></b>
<b>Transportation Dawn Charge per cubic metre (If applicable)</b>	<b>0.8193 ¢/m<sup>3</sup></b>
<b>System Sales Gas Supply Charge per cubic metre (If applicable)</b>	<b>8.9389 ¢/m<sup>3</sup></b>

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

(1): Aggregated within Monthly Customer Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

**DIRECT PURCHASE ARRANGEMENTS:**

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

**UNAUTHORIZED OVERRUN GAS RATE:**

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

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 2 Handbook 18
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RATE NUMBER: **115**

**MINIMUM BILL:**

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

**4.7835 ¢/m<sup>3</sup>**

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

**TERMS AND CONDITIONS OF SERVICE:**

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas consumed by customers on and after January 1, 2020 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305, effective April 1, 2019.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	Handbook 19

**APPLICABILITY:**

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

**CHARACTER OF SERVICE:**

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

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

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

**DISTRIBUTION RATES:**

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

<b>Monthly Customer Charge <sup>(1)</sup></b>	<b>\$512.97</b>
<b>Demand Charge</b>	
Per cubic metre of the Contract Demand or the Billing Contract Demand, as applicable, per month	<b>10.2841 ¢/m<sup>3</sup></b>
<b>Direct Purchase Administration Charge</b>	<b>\$76.21</b>
<b>Forecast Unaccounted For Gas Percentage</b>	<b>0.9%</b>

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

The rates quoted above shall be subject to the Federal Carbon Charge (if applicable) and the Facility Carbon Charge (in addition to delivery charge) contained in Rider "J".

<sup>(1)</sup>: Aggregated within Monthly Customer Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

**TERMS AND CONDITIONS OF SERVICE:**

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

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

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

**3. Nominations:**

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

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

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 6
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	Handbook 20

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

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

**4. Authorized Demand Overrun:**

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

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

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

Authorized Demand Overrun Rate **0.34 ¢/m<sup>3</sup>**

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

**5. Unauthorized Demand Overrun:**

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

**6. Unauthorized Supply Overrun:**

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

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

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

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 2 of 6 Handbook 21
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**7. Unauthorized Supply Underrun:**

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

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

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

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

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

$$P_e = (P_m * E_r * 100 * 0.03853 / 1.055056) * 1.5$$

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

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

1.055056 = Conversion factor from mmBtu to GJ.

0.03842 = Conversion factor from GJ to cubic metres.

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

$$P_u = (P_l * E_r * 100 * 0.03853 / 1.055056) * 0.5$$

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

**Term of Contract:**

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

**Right to Terminate Service:**

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 3 of 6 Handbook 22
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**LOAD BALANCING PROVISIONS:**

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

**Definitions:**

**Aggregate Delivery:**

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

**Applicable Delivery Area:**

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

**Primary Delivery Area:**

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

**Secondary Delivery Area:**

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

**Actual Consumption:**

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

**Net Available Delivery:**

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

**Daily Imbalance:**

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

**Cumulative Imbalance:**

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 4 of 6 Handbook 23
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**Maximum Contractual Imbalance:**

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

**Winter and Summer Seasons:**

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

**Operational Flow Order:**

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

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

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

**Daily Balancing Fee:**

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

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

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

Tier 1 = 0.8524 cents/m3 applied to Daily Imbalance of greater than 2% but less than 10% of the Maximum Contractual Imbalance

Tier 2 = 1.0229 cents/m3 applied to Daily Imbalance of greater than 10% but less than the Maximum Contractual Imbalance

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 5 of 6 Handbook 24
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For customers delivering to a Primary Delivery Area other than EGD's CDA or EGD's EDA, the Tier 1 Fee is applied to Daily Imbalance of greater than 0% but less than 10% of the Maximum Contractual Imbalance

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

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

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

**Cumulative Imbalance Charges:**

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

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

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

The Cumulative Imbalance Fee, applicable daily, is 1.0759 cents/m3 per unit of imbalance.

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas delivered on and after January 1, 2020. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305 effective April 1, 2019.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 6 of 6 Handbook 25
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**APPLICABILITY:**

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

**CHARACTER OF SERVICE:**

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

**RATE:**

Rates per cubic metre assume an energy content of 38.53 MJ/m<sup>3</sup>.

	Billing Month	
	December to March	April to November
<b>Monthly Customer Charge <sup>(1)</sup></b>	<b>\$118.84</b>	<b>\$118.84</b>
<b>Delivery Charge</b>		
For the first 14,000 m <sup>3</sup> per month	7.5005 ¢/m <sup>3</sup>	2.5070 ¢/m <sup>3</sup>
For the next 28,000 m <sup>3</sup> per month	6.2379 ¢/m <sup>3</sup>	1.7809 ¢/m <sup>3</sup>
For all over 42,000 m <sup>3</sup> per month	5.8061 ¢/m <sup>3</sup>	1.5716 ¢/m <sup>3</sup>
<b>Gas Supply Load Balancing Charge</b>	<b>0.0000 ¢/m<sup>3</sup></b>	<b>0.0000 ¢/m<sup>3</sup></b>
<b>Transportation Charge per cubic metre (If applicable)</b>	<b>4.2592 ¢/m<sup>3</sup></b>	<b>4.2592 ¢/m<sup>3</sup></b>
<b>Transportation Dawn Charge per cubic metre (If applicable)</b>	<b>0.8193 ¢/m<sup>3</sup></b>	<b>0.8193 ¢/m<sup>3</sup></b>
<b>System Sales Gas Supply Charge per cubic metre (If applicable)</b>	<b>8.9461 ¢/m<sup>3</sup></b>	<b>8.9461 ¢/m<sup>3</sup></b>

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

<sup>(1)</sup>: Aggregated within Monthly Customer Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

**DIRECT PURCHASE ARRANGEMENTS:**

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

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

**UNAUTHORIZED OVERRUN GAS RATE:**

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

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

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 2 Handbook 26
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**APPLICABILITY:**

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation of a specified maximum daily volume of natural gas to a single terminal location ("Terminal Location") which can accommodate the total interruption of gas service as ordered by the Company exercising its sole discretion. The Company reserves the right to satisfy itself that the customer can accommodate the interruption of gas through either a shutdown of operations or a demonstrated ability and readiness to switch to an alternative fuel source. Any Applicant for service under this rate schedule must agree to transport a minimum annual volume of 340,000 cubic metres.

**CHARACTER OF SERVICE:**

In addition to events as specified in the Service Contract including force majeure, service shall be subject to curtailment or discontinuance upon the Company issuing a notice not less than 16 hours prior to the time at which such curtailment or discontinuance is to commence. An Applicant may, by contract, agree to accept a shorter notice period.

**RATE:**

Rates per cubic metre assume an energy content of 38.53 MJ/m<sup>3</sup>.

	<u>Billing Month</u> January to December <u>December</u>
<b>Monthly Customer Charge <sup>(1)</sup></b>	<b>\$127.29</b>
<b>Delivery Charge</b>	
Per cubic metre of Contract Demand	8.4270 ¢/m <sup>3</sup>
For the first 14,000 m <sup>3</sup> per month	3.6006 ¢/m <sup>3</sup>
For the next 28,000 m <sup>3</sup> per month	2.2269 ¢/m <sup>3</sup>
For all over 42,000 m <sup>3</sup> per month	1.6616 ¢/m <sup>3</sup>
<b>Gas Supply Load Balancing Charge</b>	<b>0.5303 ¢/m<sup>3</sup></b>
<b>Transportation Charge per cubic metre (If applicable)</b>	<b>4.2592 ¢/m<sup>3</sup></b>
<b>Transportation Dawn Charge per cubic metre (If applicable)</b>	<b>0.8193 ¢/m<sup>3</sup></b>
<b>System Sales Gas Supply Charge per cubic metre (If applicable)</b>	<b>8.9426 ¢/m<sup>3</sup></b>

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

<sup>(1)</sup>: Aggregated within Monthly Customer Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

**DIRECT PURCHASE ARRANGEMENTS:**

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

**CURTAILMENT CREDIT:**

Rate for 16 hours of notice per cubic metre of Mean Daily Volume from December to March \$ **0.50 /m<sup>3</sup>**

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 2 Handbook 28
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RATE NUMBER: **145**

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

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

**UNAUTHORIZED OVERRUN GAS RATE:**

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

Any material instance of failure to curtail in any contract year may result in the Applicant forfeiting the right to be served under this rate schedule.

In such case, service hereunder would cease, notwithstanding any Service Contract between the Company and the Applicant. Gas supply and/or transportation service would continue to be available to the Applicant pursuant to the provisions of the Company's Rate 6 until a Service Contract pursuant to another applicable Rate Schedule was executed.

Any Applicant taking a material volume of Unauthorized Supply Overrun Gas, during a period of ordered curtailment, may forfeit its curtailment credits for the respective winter season, December through March inclusive.

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

**MINIMUM BILL:**

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

**8.3656 ¢/m<sup>3</sup>**

**TERMS AND CONDITIONS OF SERVICE:**

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas consumed by customers on and after January 1, 2020 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305, effective April 1, 2019.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 2 of 2 Handbook 29
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**APPLICABILITY:**

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation of a specified maximum daily volume of natural gas of not less than 30,000 cubic metres and a minimum annual volume of 5,000,000 cubic metres to a single terminal location ("Terminal Location") which can accommodate the total interruption of gas service when required by the Company. The Company reserves the right to satisfy itself that the customer can accommodate the interruption of gas through either a shutdown of operations or a demonstrated ability and readiness to switch to an alternative fuel source. The Company, exercising its sole discretion, may order interruption of gas service upon not less than four (4) hours notice.

**CHARACTER OF SERVICE:**

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

**RATE:**

Rates per cubic metre assume an energy content of 38.53 MJ/m<sup>3</sup>.

	<u>Billing Month</u> January to December <u>December</u>
<b>Monthly Customer Charge <sup>(1)</sup></b>	<b>\$287.00</b>
<b>Delivery Charge</b>	
Per cubic metre of Contract Demand	4.1879 ¢/m <sup>3</sup>
Per cubic metre of gas delivered	
For the first 1,000,000 m <sup>3</sup> per month	0.5428 ¢/m <sup>3</sup>
For all over 1,000,000 m <sup>3</sup> per month	0.3397 ¢/m <sup>3</sup>
<b>Gas Supply Load Balancing Charge</b>	<b>0.2300 ¢/m<sup>3</sup></b>
<b>Transportation Charge per cubic metre</b> (If applicable)	<b>4.2592 ¢/m<sup>3</sup></b>
<b>Transportation Dawn Charge per cubic metre</b> (If applicable)	<b>0.8193 ¢/m<sup>3</sup></b>
<b>System Sales Gas Supply Charge per cubic metre</b> (If applicable)	<b>8.9389 ¢/m<sup>3</sup></b>

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

<sup>(1)</sup>: Aggregated within Monthly Customer Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

**DIRECT PURCHASE ARRANGEMENTS:**

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

**CURTAILMENT CREDIT:**

Rate for 4 hours of notice per cubic metre of Mean Daily Volume from December to March   **\$ 1.10 /m<sup>3</sup>**

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 2 Handbook 30
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RATE NUMBER: **170**

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

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

**UNAUTHORIZED OVERRUN GAS RATE:**

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

Any material instance of failure to curtail in any contract year may result in the Applicant forfeiting the right to be served under this rate schedule.

In such case, service hereunder would cease, notwithstanding any Service Contract between the Company and the Applicant. Gas supply and/or transportation service would continue to be available to the Applicant pursuant to the provisions of the Company's Rate 6 until a Service Contract pursuant to another applicable Rate Schedule was executed.

Any Applicant taking a material volume of Unauthorized Supply Overrun Gas, during a period of ordered curtailment, may forfeit its curtailment credits for the respective winter season, December through March inclusive.

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

**MINIMUM BILL:**

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

**5.0076 ¢/m<sup>3</sup>**

**TERMS AND CONDITIONS OF SERVICE:**

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas consumed by customers on and after January 1, 2020 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305, effective April 1, 2019.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 2 of 2 Handbook 31
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**APPLICABILITY:**

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

**CHARACTER OF SERVICE:**

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

**RATE:**

Rates per cubic metre assume an energy content of 38.53 MJ/m<sup>3</sup>.

	<u>Billing Month</u> <u>January</u> <u>to</u> <u>December</u>
<b>Monthly Customer Charge</b>	
The monthly customer charge shall be negotiated with the applicant and shall not exceed:	<b>\$2,000.00</b>
<b>Delivery Charge</b>	
Per cubic metre of Firm Contract Demand	<b>15.0519 ¢/m<sup>3</sup></b>
Per cubic metre of gas delivered	<b>1.1821 ¢/m<sup>3</sup></b>
<b>Gas Supply Load Balancing Charge</b>	<b>1.0706 ¢/m<sup>3</sup></b>
<b>Transportation Charge per cubic metre</b> (If applicable)	<b>4.2592 ¢/m<sup>3</sup></b>
<b>Transportation Dawn Charge per cubic metre</b> (If applicable)	<b>0.8193 ¢/m<sup>3</sup></b>
<b>System Sales Gas Supply Charge per cubic metre</b> (If applicable)	<b>8.9388 ¢/m<sup>3</sup></b>
<b>Buy/Sell Sales Gas Supply Charge per cubic metre</b> (If applicable)	<b>8.9189 ¢/m<sup>3</sup></b>

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

**DIRECT PURCHASE ARRANGEMENTS:**

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

**CURTAILMENT CREDIT:**

Rate for 4 hours of notice per cubic metre of Mean Daily Volume from December to March     **\$     1.10 /m<sup>3</sup>**

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 2 Handbook 32
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RATE NUMBER: **200**

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

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

**UNAUTHORIZED OVERRUN GAS RATE:**

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

Any material instance of failure to curtail in any contract year may result in the Applicant forfeiting the right to receive interruptible service under this rate schedule.

Any Applicant taking a material volume of Unauthorized Supply Overrun Gas, during a period of ordered curtailment, may forfeit its curtailment credits for the respective winter season, December through March inclusive.

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

**MINIMUM BILL:**

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

**6.4875 ¢/m<sup>3</sup>**

**TERMS AND CONDITIONS OF SERVICE:**

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas consumed by customers on and after January 1, 2020 under Sales Service including Buy/Sell Arrangements and Transportation Service. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates as the Board Order, EB-2018-0305, effective April 1, 2019.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2 Handbook 33
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	

**APPLICABILITY:**

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation to a single Terminal Location of a specified maximum daily volume of natural gas. The Company reserves the right to limit service under this schedule to customers whose maximum contract demand does not exceed 600,000 m<sup>3</sup>. The Service under this rate requires Automatic Meter Reading (AMR) capability. Service under this schedule is firm unless a customer is currently served under interruptible distribution service or the Company, in its sole judgment, determines that existing delivery facilities cannot adequately serve the load on a firm basis.

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

**CHARACTER OF SERVICE:**

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

**DISTRIBUTION RATES:**

<b>Monthly Customer Charge <sup>(1)</sup></b>	<b>\$512.97</b>
<b>Monthly Contract Demand Charge Firm</b>	<b>28.1322 ¢/m<sup>3</sup></b>
<b>Interruptible Service:</b>	
<b>Minimum Delivery Charge</b>	<b>0.4057 ¢/m<sup>3</sup></b>
<b>Maximum Delivery Charge</b>	<b>1.1099 ¢/m<sup>3</sup></b>
<b>Direct Purchase Administration Charge</b>	<b>\$76.21</b>
<b>Forecast Unaccounted For Gas Percentage</b>	<b>0.9%</b>

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

The rates quoted above shall be subject to the Federal Carbon Charge (if applicable) and the Facility Carbon Charge (in addition to delivery charge) contained in Rider "J".

<sup>(1)</sup>: Aggregated within Monthly Customer Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

**TERMS AND CONDITIONS OF SERVICE:**

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

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

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

**3. Nominations:**

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

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

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 6 Handbook 34
------------------------------------	---	------------------------------	---	----------------------------

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

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

**4. Authorized Demand Overrun:**

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

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

**5. Unauthorized Demand Overrun:**

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

**6. Unauthorized Supply Overrun:**

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

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

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

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 2 of 6 Handbook 35
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**7. Unauthorized Supply Underrun:**

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

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

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

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

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

$$P_e = (P_m * E_r * 100 * 0.03853 / 1.055056) * 1.5$$

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

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

1.055056 = Conversion factor from mmBtu to GJ.

0.03842 = Conversion factor from GJ to cubic metres.

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

$$P_u = (P_l * E_r * 100 * 0.03853 / 1.055056) * 0.5$$

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

**Term of Contract:**

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

**Right to Terminate Service:**

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

**Load Balancing:**

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 3 of 6 Handbook 36
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**LOAD BALANCING PROVISIONS:**

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

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

**Definitions:**

**Aggregate Delivery:**

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

**Applicable Delivery Area:**

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

**Primary Delivery Area:**

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

**Secondary Delivery Area:**

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

**Actual Consumption:**

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

**Net Available Delivery:**

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

**Daily Imbalance:**

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

**Cumulative Imbalance:**

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 4 of 6 Handbook 37
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**Maximum Contractual Imbalance:**

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

**Winter and Summer Seasons:**

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

**Operational Flow Order:**

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

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

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

**Daily Balancing Fee:**

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

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

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

Tier 1 = Daily Imbalance of greater than 2% but less than 10% of the Maximum Contractual Imbalance and shall be subject to a charge of 0.8524 cents/M3

Tier 2 = Daily Imbalance of greater than 10% but less than Maximum Contractual Imbalance shall be subject to a charge of 1.0229 cents/m3

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 5 of 6 Handbook 38
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A Daily Imbalance in excess of the Maximum Contractual Imbalance shall be deemed to be Unauthorized Supply Overrun or Underrun gas, as appropriate.

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

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

**Cumulative Imbalance Charges:**

Customers may trade Cumulative Imbalances within a delivery area.

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

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

The Cumulative Imbalance Fee, applicable daily, is 0.7406 cents/m3 per unit of imbalance.

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas delivered on and after January 1, 2020. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305 effective April 1, 2019.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 6 of 6 Handbook 39
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**APPLICABILITY:**

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

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

The maximum hourly injections / withdrawals shall equal 1/24<sup>th</sup> of the daily Storage Demand. No-Notice Storage Service is available up to the maximum daily withdrawal rights less the nominated withdrawal or the maximum daily injection rights less the nominated injections.

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

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

**CHARACTER OF SERVICE:**

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

The service is available on two bases:

(1) Service nominated daily based on the available capacity and gas in storage up to the maximum contracted daily deliverability; and

(2) No-Notice Storage Service for daily Load Balancing consistent with the maximum hourly deliverability.

**RATE:**

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

<b>Monthly Customer Charge:</b>	<b>\$153.59</b>
<b>Storage Reservation Charge:</b>	
<b>Monthly Storage Space Demand Charge</b>	<b>0.0537 ¢/m<sup>3</sup></b>
<b>Monthly Storage Deliverability Demand Charge</b>	<b>22.1427 ¢/m<sup>3</sup></b>
<b>Injection &amp; Withdrawal Unit Charge:</b>	<b>0.2629 ¢/m<sup>3</sup></b>

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

The rates quoted above shall be subject to the Federal Carbon Charge (if applicable) and the Facility Carbon Charge (in addition to delivery charge) contained in Rider "J".

**FUEL RATIO REQUIREMENT:**

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

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 3
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	Handbook 40

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

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

**TERMS AND CONDITIONS OF SERVICE:**

**1. Nominated Storage Service:**

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

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

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

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

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

**2. No-Notice Storage Service:**

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

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

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 2 of 3 Handbook 41
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RATE NUMBER: **315**

**Other provisions:**

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

**Term of Contract:**

A minimum of one year.

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas delivered on and after January 1, 2020. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305 effective April 1, 2019.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 3 of 3
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	Handbook 42

**APPLICABILITY:**

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

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

The maximum hourly injections / withdrawals shall equal 1/24<sup>th</sup> of the daily Storage Demand.

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

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

**CHARACTER OF SERVICE:**

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

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

**RATE:**

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

<b>Monthly Customer Charge:</b>	<b>\$153.59</b>
<b>Storage Reservation Charge:</b>	
<b>Monthly Storage Space Demand Charge</b>	<b>0.0537 ¢/m<sup>3</sup></b>
<b>Monthly Storage Deliverability Demand Charge</b>	<b>5.5775 ¢/m<sup>3</sup></b>
<b>Injection &amp; Withdrawal Unit Charge:</b>	<b>0.0938 ¢/m<sup>3</sup></b>

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

The rates quoted above shall be subject to the Federal Carbon Charge (if applicable) and the Facility Carbon Charge (in addition to delivery charge) contained in Rider "J".

**FUEL RATIO REQUIREMENT:**

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

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

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 2 Handbook 43
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RATE NUMBER: **316**

**TERMS AND CONDITIONS OF SERVICE:**

**Nominated Storage Service:**

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

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

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

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

The customer may transfer the title of gas in storage.

**Other provisions:**

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

**Term of Contract:**

A minimum of one year.

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas delivered on and after January 1, 2020. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305 effective April 1, 2019.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	Handbook 44

**APPLICABILITY:**

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

**CHARACTER OF SERVICE:**

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

**RATE:**

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

	<u>Billing Month</u>
	January
	to
	<u>December</u>
<b>Gas Supply Charge</b>	
Per cubic metre of gas sold	<b>13.7678 ¢/m<sup>3</sup></b>

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

The rates quoted above shall be subject to the Federal Carbon Charge (if applicable) and the Facility Carbon Charge (in addition to delivery charge) contained in Rider "J".

**EFFECTIVE DATE:**

To apply to bills rendered for gas consumed by customers on and after January 1, 2020 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305, effective April 1, 2019.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 1 Handbook 45
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**APPLICABILITY AND CHARACTER OF SERVICE:**

Service under this rate schedule shall apply to the transmission, compression and storage services provided to the Company's Union rate zones ("Customer"). Prior to January 1, 2019, these services were provided pursuant to the Transmission and Compression Services Agreement with Union Gas Limited dated April 1, 1989, and the Transmission, Compression and Pool Storage Service Agreement with Centra Gas Ontario Inc. dated May 30, 1994 ("Prior Agreements"). Service shall be provided in accordance with operating parameters and cost allocation as specified in the Prior Agreements.

**RATE:**

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

	<b>Transmission &amp; Compression \$/10<sup>3</sup>m<sup>3</sup></b>	<b>Pool Storage \$/10<sup>3</sup>m<sup>3</sup></b>
<b>Demand Charge for:</b>		
Annual Turnover Volume	<b>0.2120</b>	<b>0.2002</b>
Maximum Daily Withdrawal Volume	<b>23.3334</b>	<b>22.2599</b>
<b>Commodity Charge</b>	<b>0.8004</b>	<b>0.0923</b>

The rates quoted above shall be subject to the Federal Carbon Charge (if applicable) and the Facility Carbon Charge (in addition to delivery charge) contained in Rider "J".

**FUEL RATIO REQUIREMENT:**

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

**MINIMUM BILL:**

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

**EXCESS VOLUME AND OVERRUN RATES:**

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

**TERMS AND CONDITIONS OF SERVICE:**

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	Handbook 46

	<b>Excess Volume Charge \$/10<sup>3</sup>m<sup>3</sup> / Year</b>	<b>Overrun Charge \$/10<sup>3</sup>m<sup>3</sup> / Day</b>
<b>Transmission &amp; Compression</b>		
Authorized	2.7990	0.7671
Unauthorized	-	308.0011
<b>Pool Storage</b>		
Authorized	2.6425	0.7318
Unauthorized	-	293.8311

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

**BILLING ADJUSTMENT:**

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

**TERMS AND EXPRESSIONS:**

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas delivered on and after January 1, 2020. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305 effective April 1, 2019.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 2 of 2 Handbook 47
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**APPLICABILITY:**

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

**CHARACTER OF SERVICE:**

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

**RATE:**

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

	Firm \$/10 <sup>3</sup> m <sup>3</sup>	Full Cycle Interruptible \$/10 <sup>3</sup> m <sup>3</sup>	Short Cycle \$/10 <sup>3</sup> m <sup>3</sup>
<b>Monthly Demand Charge per unit of Annual Turnover Volume:</b>			
Minimum	0.4122	0.4122	-
Maximum	2.0612	2.0612	-
<b>Monthly Demand Charge per unit of Contracted Daily Withdrawal:</b>			
Minimum	45.5933	36.4747	-
Maximum	227.9667	182.3734	-
<b>Commodity Charge per unit of gas delivered to / received from storage:</b>			
Minimum	0.8927	0.8927	0.3466
Maximum	4.4635	4.4635	40.9924

The rates quoted above shall be subject to the Federal Carbon Charge (if applicable) and the Facility Carbon Charge (in addition to delivery charge) contained in Rider "J".

**FUEL RATIO REQUIREMENT:**

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

**TRANSACTING IN ENERGY:**

The conversion factor is 37.74MJ/m<sup>3</sup>, which corresponds to Union Gas' System Wide Average Heating Value, as per the Board's RP-1999-0017 Decision with Reasons.

**MINIMUM BILL:**

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 2 Handbook 48
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**OVERRUN RATES:**

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

	Firm \$/10 <sup>3</sup> m <sup>3</sup>	Full Cycle Interruptible \$/10 <sup>3</sup> m <sup>3</sup>	Short Cycle \$/10 <sup>3</sup> m <sup>3</sup>
<b>Authorized Overrun Annual Turnover Volume Negotiable, not to exceed:</b>	<b>40.9924</b>	<b>40.9924</b>	<b>40.9924</b>
<b>Authorized Overrun Daily Injection/Withdrawal Negotiable, not to exceed:</b>	<b>40.9924</b>	<b>40.9924</b>	<b>40.9924</b>
<b>Unauthorized Overrun Annual Turnover Volume Excess Storage Balance Excess Storage Balance December 1 - October 31</b>	<b>409.9242 40.9924</b>	<b>409.9242 40.9924</b>	<b>409.9242 40.9924</b>
<b>Unauthorized Overrun Annual Turnover Volume Negative Storage Balance</b>			

**TERMS AND CONDITIONS OF SERVICE:**

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas delivered on and after January 1, 2020. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305 effective April 1, 2019.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 2 of 2 Handbook 49
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**APPLICABILITY:**

To any Applicant who enters into an agreement with the Company pursuant to the Rate 331 Tariff ("Tariff") for transportation service on the Company's pipelines extending from Tecumseh to Dawn ("Tecumseh Pipeline"). The Company will receive gas at Tecumseh and deliver the gas at Dawn. Capitalized terms used in this Rate Schedule shall have the meanings ascribed to those terms in the Tariff.

**CHARACTER OF SERVICE:**

Transportation service under this Rate Schedule may be available on a firm basis ("FT Service") or an interruptible basis ("IT Service"), subject to the terms and conditions of service set out in the Tariff and the applicable rates set out below.

**RATE:**

The following rates, effective January 1, 2020, shall apply in respect of FT and IT Service under this Rate Schedule:

	<b>Demand Rate</b> \$/10 <sup>3</sup> m <sup>3</sup>	<b>Commodity Rate</b> \$/10 <sup>3</sup> m <sup>3</sup>
<b>FT Service</b>	<b>5.7781</b>	-
<b>IT Service</b>	-	<b>0.2230</b>

**FT Service:** The monthly demand charge shall be the products obtained by multiplying the applicable Maximum Daily Volume by the above demand rate.

**IT Service:** The monthly commodity charge shall be the product obtained by multiplying the applicable Delivery Volume for the Month by the above commodity rate.

The rates quoted above shall be subject to the Federal Carbon Charge (if applicable) and the Facility Carbon Charge (in addition to delivery charge) contained in Rider "J".

**TERMS AND CONDITIONS OF SERVICE:**

The terms and conditions of FT and IT Service are set out in the Tariff. The provisions of PARTS I to IV of the Company's HANDBOOK OF RATES AND DISTRIBUTION SERVICES do not apply to Rate 331 service.

**EFFECTIVE DATE:**

The Tariff was approved by the Board in Board Order EB-2010-0177, dated July 12, 2010, and is posted and available on the Company's website. In accordance with Section 1.6.2 of the Board's Storage and Transportation Access Rule, the Tariff does not apply to any Rate 331 service agreements executed prior to June 16, 2010.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 1 Handbook 50
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**APPLICABILITY:**

To any Applicant who enters into an agreement with the Company pursuant to the Rate 332 Tariff ("Tariff") for transportation service on the Company's Albion Pipeline, as defined in the Tariff. Capitalized terms used in this Rate Schedule shall have the meanings ascribed to those terms in the Tariff.

**CHARACTER OF SERVICE:**

Transportation service under this Rate Schedule shall be provided on a firm basis, subject to the terms and conditions set out in the Tariff and this Rate Schedule.

**RATE:**

The following charges, effective January 1, 2020, shall apply for transportation service under this Rate Schedule:

<b>Monthly Contract Demand Charge</b>	<u>\$/GJ</u> <b>\$1.2364</b>	<u>\$/103m3</u> <b>47.6388</b>
<b>Authorized Overrun Charge</b>	<u>\$/GJ</u> <b>\$0.0488</b>	<u>\$/103m3</u> <b>1.8794</b>

The Monthly Contract Demand charge is equal to the Daily Contract Demand of \$0.0407 per GJ or \$1.5662 per 10<sup>3</sup>m<sup>3</sup>.

**Monthly Minimum Bill:** The minimum monthly bill shall equal the applicable Monthly Contract Demand Charge times the Maximum Daily Quantity.

**Authorized Overrun Service:** The Company may, in its sole discretion, authorize transportation of gas in excess of the Maximum Daily Quantity provided excess capacity is available. The excess volumes will be subject to the Authorized Overrun Charge.

The rates quoted above shall be subject to the Federal Carbon Charge (if applicable) and the Facility Carbon Charge (in addition to delivery charge) contained in Rider "J".

In addition to the rates quoted above, Applicants taking Rate 332 transportation service will be required to pay any charges resulting from Board approved dispositions of Deferral and Variance account balances pertaining to Rate 332.

**TERMS AND CONDITIONS OF SERVICE:**

The terms and conditions of transportation service are set out in the Tariff. The provisions of Parts I to IV of the Company's HANDBOOK OF RATES AND DISTRIBUTION SERVICES do not apply to Rate 332 transportation service.

**EFFECTIVE DATE:**

The Tariff was approved by the Board in Board Order EB-2016-0028 available on the Company's website.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 1 Handbook 51
------------------------------------	---	------------------------------	---	----------------------------

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

The Town of Collingwood  
The Town of Midland

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 1 Handbook 52
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**APPLICABILITY:**

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

**MONTHLY DIRECT PURCHASE ADMINISTRATION CHARGE:**

<b>Fixed Charge</b>	\$76.21 per month
<b>Account Charge</b>	\$0.21 per month per account

**NOTICE OF SWITCH LETTER SERVICE CHARGE:** \$2.03

**AVERAGE COST OF TRANSPORTATION:**

The average cost of transportation effective January 1, 2020:

<b>Service Type:</b>	<b>Point of Acceptance</b>	<b>Firm Transportation (FT)</b>
T-Service:	CDA, EDA	4.2592 ¢/m <sup>3</sup>
Dawn T-Service:	CDA, EDA	0.8193 ¢/m <sup>3</sup>

**TCPL FT CAPACITY TURNBACK:****APPLICABILITY:**

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

**TERMS AND CONDITIONS OF SERVICE:**

1. The Company will accommodate TCPL FT capacity turnback requests from customers, but only if it can do so in accordance with the following considerations:
  - i. The FT capacity to be turned back must be replaced with alternative, contracted firm transportation (primary capacity or assignment) of equivalent quality to the TCPL FT capacity;
  - ii. The amount of turnback capacity that Enbridge otherwise may accommodate may be reduced to address the impact of stranded costs, other transitional costs or incremental gas costs resulting from the loss of STS capacity arising from any turnback request; and
  - iii. Enbridge must act in a manner that maintains the integrity and reliability of the gas distribution system and that respects the sanctity of contracts.
2. Requests for TCPL FT turnback must be made in writing to the attention of Enbridge's Direct Purchase group.
3. All TCPL FT capacity turnback requests will be treated on an equitable basis.
4. The percentage turnback of TCPL FT capacity will be applied at the Direct Purchase Agreement level.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	Handbook 53

5. Written notice to turnback capacity must be received by the Company the earlier of:

(a) Sixty days prior to the expiry date of the current contract.

or

(b) A minimum of one week prior to the deadline specified in TransCanada tariff for FT contract extension.

**EFFECTIVE DATE:**

To apply to bills rendered for gas delivered on and after January 1, 2020. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305 effective April 1, 2019.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE DATE: November 1, 2019	Page 2 of 2 Handbook 54
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**APPLICABILITY:**

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

**MONTHLY DIRECT PURCHASE ADMINISTRATION CHARGE:**

<b>Fixed Charge</b>	\$76.21 per month
<b>Account Charge</b>	\$0.21 per month per account

**NOTICE OF SWITCH LETTER SERVICE CHARGE:** \$2.03

**BUY / SELL PRICE:**

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

**FT FUEL PRICE:**

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

**EFFECTIVE DATE:**

To apply to bills rendered for gas delivered on and after January 1, 2020. This rate schedule is effective January 1, 2020 and replaces the identically numbered rate schedule that specifies implementation date, November 1, 2019 and that indicates the Board Order, EB-2018-0305 effective April 1, 2019.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	Handbook 55

RIDER:

**C**

**GAS COST ADJUSTMENT RIDER**

EFFECTIVE DATE:

January 1, 2020

IMPLEMENTATION DATE:

January 1, 2020

BOARD ORDER:

EB-2019-0194

REPLACING RATE EFFECTIVE:

November 1, 2019



RIDER: **C**

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 2 of 3 57
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RIDER: **C**

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 3 of 3
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	58



**Bundled Services**

Rate Class	<u>( ¢/m<sup>3</sup> )</u>
Rate 1	0.0000
Rate 6	0.0000
Rate 9	0.0000
Rate 100	0.0000
Rate 110	0.0000
Rate 115	0.0000
Rate 135	0.0000
Rate 145	0.0000
Rate 170	0.0000
Rate 200	0.0000

**Unbundled Services**

Rate Class	<u>( ¢/m<sup>3</sup> )</u>
Rate 125 - per m <sup>3</sup> of contract demand	0.0000
Rate 300 - per m <sup>3</sup> of contract demand	0.0000
Rate 300 (Interruptible)	0.0000

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 1 Handbook 59
------------------------------------	---	------------------------------	---	----------------------------



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

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

EFFECTIVE DATE:

January 1, 2020

IMPLEMENTATION DATE:

January 1, 2020

BOARD ORDER:

EB-2019-0194

REPLACING RATE EFFECTIVE:

November 1, 2019

Page 1 of 1  
Handbook 61

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

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 2 Handbook 62
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Meter Test

## Meter Test Charge

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

Residential meters \$105.00

Non-Residential meters Time & Material per Contractor

Street Service Alteration

## Street Service Alteration Charge

For installation of service line beyond allowable guidelines (for new residential services only)

\$32.00

NGV Rental

## NGV Rental Cylinder (weighted average)

\$12.00

Other Customer Services (ad-hoc request) and Third Party Services (damages investigation and repair)

## Labour Hourly Charge-Out Rate

Other Services (including ad-hoc customer requests and charges to customers and third parties for responding, investigating and repairing damages to Company facilities)

\$140.00

## Cut Off At Main Charge - Commercial &amp; Special Requests

Cut Off At Main charges for commercial services and other residential services that involve significantly more work than the average will be custom quoted.

custom quoted

## Cut Off At Main Charge - Other Customer Requests

Other residential Cut Off At Main requests due to demolitions, fires, inactive services, etc. will be charged at the standard COAM rate.

\$1,300.00

## Meter In-Out (Residential Only))

Relocate the meter from inside to outside per customer request

\$280.00

## Request For Service Call Information

Provide written information of the result of a service call as requested by home owners.

\$30.00

## Temporary Meter Removal

As requested by customers.

\$280.00

## Damage Meter Charge

\$380.00

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	Handbook 63

**APPLICABILITY:**

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

**IN FRANCHISE TITLE TRANSFER SERVICE:**

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

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

**Administration Charge:** \$169.00 per transaction

Also, the applicable average cost of transportation as per Rider A for the transferred volume is charged to the pool with a Western or Dawn Point of Acceptance for transfers to a pool with an Ontario Point of Acceptance. The average cost of transportation as per Rider A for the transferred volume is remitted to the pool with a Western or Dawn Point of Acceptance for transfers from a pool with an Ontario Point of Acceptance. The applicable average cost of transportation as per Rider A is adjusted for transfers between Western and Dawn Points of Acceptance, so that the seller pool (transferor) is charged the applicable cost per volume transferred and the buyer pool or (recipient) is remitted at the applicable cost per volume transferred.

**ENHANCED TITLE TRANSFER SERVICE:**

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

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

**Administration Charge:**  
 Base Charge \$50.00 per transaction  
 Commodity Charge \$0.4463 per 10<sup>3</sup>m<sup>3</sup>

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

Also, the average cost of transportation as per Rider A for the transferred volume is charged to the Applicant with a Western Point of Acceptance for transfers to another party. The average cost of transportation as per Rider A for the transferred volume is remitted to the Applicant with a Western Point of Acceptance for transfers from another party.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 2 Handbook 64
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RIDER: **H**

**GAS IN STORAGE TITLE TRANSFER:**

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

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

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

**Administration Charge:** \$25.00 per transaction

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2020	January 1, 2020	EB-2019-0194	November 1, 2019	Handbook 65



**APPLICABILITY:**

This Rider is applicable to the Terminal Location of any Applicant who, pursuant to any Rate Schedule, receives gas distribution services from the Company as part of a Community Expansion Project listed below. The System Expansion Surcharge is in addition to the rate charged pursuant to the applicable Rate Schedule.

**SYSTEM EXPANSION SURCHARGE: \$0.23/m3**

**COMMUNITY EXPANSION PROJECTS AND EFFECTIVE DATES:**

Community Expansion Project Description	In-service Date	SES initial Term	Board Order Number
Town of Fenelon Falls	TBD	40 years	EB-2017-0147

**GLOSSARY OF TERMS:**

**Community Expansion Project:**

- Community Expansion: A natural gas system expansion project which will provide first time natural gas system access where a minimum of 50 potential customers already exist, for which economic feasibility guidelines derive a Profitability Index (PI) of less than 1.0; or
- Small Main Extension: All other forms of distribution system expansion which provide first time natural gas system access to customers where fewer than 50 potential customers in homes and business already exist and where the PI for the project is less than 1.0; and
- A natural gas system expansion project meeting either of the two definitions above that requires the SES and potentially other financing mechanisms in order for project economics to attain a PI of 1.0.

**Profitability Index (“PI”):**

- The Company’s calculation of the profitability of a System Expansion in accordance with the OEB’s EBO-188 decision and order.

**System Expansion:**

- Any project conducted by the Company to expand or extend the Gas Distribution Network.

**System Expansion Surcharge:**

- The surcharge set out in Rider I applied to gas distribution rates for Applicants with Terminal Locations within a Community Expansion Project.

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1, 2019	Page 1 of 1 Handbook 66
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Rate Class	Federal Carbon Charge (If Applicable) ( ¢/m <sup>3</sup> )	Facility Carbon Charge ( ¢/m <sup>3</sup> )
Rate 1	3.9100	0.0036
Rate 6	3.9100	0.0036
Rate 9	3.9100	0.0036
Rate 100	3.9100	0.0036
Rate 110	3.9100	0.0036
Rate 115	3.9100	0.0036
Rate 125	3.9100	0.0036
Rate 135	3.9100	0.0036
Rate 145	3.9100	0.0036
Rate 170	3.9100	0.0036
Rate 200	0.0000	0.0036
Rate 300	3.9100	0.0036
Rate 300 (Interruptible)	3.9100	0.0036
Rate 315	0.0000	0.0036
Rate 316	0.0000	0.0036
Rate 320	0.0000	0.0000
Rate 325	0.0000	0.0036
Rate 330	0.0000	0.0036
Rate 331	0.0000	0.0036
Rate 332	0.0000	0.0036

EFFECTIVE DATE:

January 1, 2020

IMPLEMENTATION DATE:

January 1, 2020

BOARD ORDER:

EB-2019-0194

REPLACING RATE EFFECTIVE:

November 1, 2019

Page 1 of 1

Handbook

67

RIDER:

**K**

**Bill 32 and Ontario Regulation 24/19**

The following charge of one dollar per month is applicable to customers taking service within rate classes listed below.

<u>Rate Class</u>	<u>Monthly Charge per Customer</u>
Rate 1	\$1.00
Rate 6	\$1.00
Rate 100	\$1.00
Rate 110	\$1.00
Rate 115	\$1.00
Rate 125	\$1.00
Rate 135	\$1.00
Rate 145	\$1.00
Rate 170	\$1.00
Rate 300	\$1.00

EFFECTIVE DATE: January 1, 2020	IMPLEMENTATION DATE: January 1, 2020	BOARD ORDER: EB-2019-0194	REPLACING RATE EFFECTIVE: November 1,	Page 1 of 1 Handbook 68
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**APPENDIX B**  
**TO SETTLEMENT PROPOSAL**  
**EB-2019-0194**  
**INTERIM RATE ORDER**  
**UNION GAS RATE ZONES**

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

Line No.	Particulars (cents/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
1	Monthly Charge - All Zones	\$22.22	\$0.28	\$22.50
	Monthly Delivery Charge - All Zones			
2	First 100 m <sup>3</sup>	9.4044	0.0971	9.5015
3	Next 200 m <sup>3</sup>	9.1622	0.0947	9.2569
4	Next 200 m <sup>3</sup>	8.7792	0.0906	8.8698
5	Next 500 m <sup>3</sup>	8.4275	0.0870	8.5145
6	Over 1,000 m <sup>3</sup>	8.1369	0.0840	8.2209
7	Delivery - Price Adjustment (All Volumes)	(0.5430) (1)		(0.5430) (1)
	Carbon Charges			
8	Federal Carbon Charge (if applicable)	3.9100		3.9100
9	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
10	Cap-and-Trade Customer-Related Charge - Price Adjustment	(0.0173) (2)		(0.0173) (2)
11	Cap-and-Trade Facility-Related Charge - Price Adjustment	0.0130 (3)		0.0130 (3)
	Gas Transportation Service			
12	Union North West Zone	5.4855	0.0001	5.4856
13	Union North East Zone	2.0793	0.0010	2.0803
14	Transportation - Price Adjustment (Union North West)	(0.1186) (4)		(0.1186) (4)
15	Transportation - Price Adjustment (Union North East)	(1.5041) (5)		(1.5041) (5)
	Storage Service			
16	Union North West Zone	2.0231		2.0231
17	Union North East Zone	5.0482	(0.0315)	5.0167
18	Storage - Price Adjustment (Union North West)	(0.0525) (6)		(0.0525) (6)
19	Storage - Price Adjustment (Union North East)	(0.1466) (7)		(0.1466) (7)
	Commodity Cost of Gas and Fuel			
20	Union North West Zone	9.3175	0.0026	9.3201
21	Union North East Zone	11.5823	0.0026	11.5849
22	Commodity and Fuel - Price Adjustment (Union North West)	(0.4887) (8)		(0.4887) (8)
23	Commodity and Fuel - Price Adjustment (Union North East)	2.4229 (8)		2.4229 (8)
24	System Expansion Surcharge (if applicable)	23.0000		23.0000

Notes:

- (1) Includes a temporary credit of (0.8249) cents/m<sup>3</sup> expiring December 31, 2019, a temporary credit of (0.0281) cents/m<sup>3</sup> expiring December 31, 2019, and a temporary charge of 0.3100 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (2) Includes a temporary credit of (0.0173) cents/m<sup>3</sup> expiring December 31, 2019.
- (3) Includes a temporary charge of 0.0130 cents/m<sup>3</sup> expiring December 31, 2019.
- (4) Prospective recovery of gas supply deferral accounts and a temporary credit of (0.0039) cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (5) Prospective recovery of gas supply deferral accounts and a temporary charge of 0.0256 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (6) Includes a temporary credit of (0.0525) cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (7) Includes a temporary credit of (0.1466) cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (8) Prospective recovery of gas supply deferral accounts and a temporary charge of 0.0037 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.

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

Line No.	Particulars (cents/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
1	Monthly Charge - All Zones	\$71.75	\$0.93	\$72.68
	Monthly Delivery Charge - All Zones			
2	First 1,000 m <sup>3</sup>	8.3869	(0.0683)	8.3186
3	Next 9,000 m <sup>3</sup>	6.7990	(0.0556)	6.7434
4	Next 20,000 m <sup>3</sup>	5.9715	(0.0876)	5.8839
5	Next 70,000 m <sup>3</sup>	5.3848	(0.0792)	5.3056
6	Over 100,000 m <sup>3</sup>	3.1615	(0.0470)	3.1145
7	Delivery - Price Adjustment (All Volumes)	(0.3966) (1)		(0.3966) (1)
	Carbon Charges			
8	Federal Carbon Charge (if applicable)	3.9100		3.9100
9	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
10	Cap-and-Trade Customer-Related Charge - Price Adjustment	0.1934 (2)		0.1934 (2)
11	Cap-and-Trade Facility-Related Charge - Price Adjustment	0.0055 (3)		0.0055 (3)
	Gas Transportation Service			
12	Union North West Zone	4.8011		4.8011
13	Union North East Zone	1.8993	0.0032	1.9025
14	Transportation - Price Adjustment (Union North West)	(0.1142) (4)		(0.1142) (4)
15	Transportation - Price Adjustment (Union North East)	(1.4986) (5)		(1.4986) (5)
	Storage Service			
16	Union North West Zone	1.5184	(0.0214)	1.4970
17	Union North East Zone	3.5922	(0.0722)	3.5200
18	Storage - Price Adjustment (Union North West)	(0.0640) (6)		(0.0640) (6)
19	Storage - Price Adjustment (Union North East)	(0.1827) (7)		(0.1827) (7)
	Commodity Cost of Gas and Fuel			
20	Union North West Zone	9.3175	0.0026	9.3201
21	Union North East Zone	11.5823	0.0026	11.5849
22	Commodity and Fuel - Price Adjustment (Union North West)	(0.4887) (8)		(0.4887) (8)
23	Commodity and Fuel - Price Adjustment (Union North East)	2.4229 (8)		2.4229 (8)
24	System Expansion Surcharge (if applicable)	23.0000		23.0000

Notes:

- (1) Includes a temporary credit of (0.9298) cents/m<sup>3</sup> expiring December 31, 2019, a temporary charge of 0.0034 cents/m<sup>3</sup> expiring December 31, 2019, and a temporary charge of 0.5298 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (2) Includes a temporary charge of 0.1934 cents/m<sup>3</sup> expiring December 31, 2019.
- (3) Includes a temporary charge of 0.0055 cents/m<sup>3</sup> expiring December 31, 2019.
- (4) Prospective recovery of gas supply deferral accounts and a temporary charge of 0.0005 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (5) Prospective recovery of gas supply deferral accounts and a temporary charge of 0.0311 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (6) Includes a temporary credit of (0.0640) cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (7) Includes a temporary credit of (0.1827) cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (8) Prospective recovery of gas supply deferral accounts and a temporary charge of 0.0037 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.

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

Line No.	Particulars (cents/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
1	Monthly Charge	\$959.77	\$27.65	\$987.42
	Delivery Demand Charge			
2	First 70,000 m <sup>3</sup>	32.2947	0.4610	32.7557
3	All over 70,000 m <sup>3</sup>	18.9909	0.2710	19.2619
	Delivery Commodity Charge			
4	First 852,000 m <sup>3</sup>	0.6942	0.0068	0.7010
5	All over 852,000 m <sup>3</sup>	0.4918	0.0048	0.4966
	Carbon Charges			
6	Federal Carbon Charge (if applicable)	3.9100		3.9100
7	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
	Monthly Gas Supply Demand Charge			
8	Union North West Zone	45.7852	2.0872	47.8724
9	Union North East Zone	37.6082	2.0860	39.6942
10	Gas Supply Demand - Price Adjustment (All Zones)	-		-
	Commodity Transportation 1			
11	Union North West Zone	2.9194	0.0040	2.9234
12	Union North East Zone	1.2954	0.0033	1.2987
13	Transportation 1 - Price Adjustment (Union North West)	(0.1161) (1)		(0.1161) (1)
14	Transportation 1 - Price Adjustment (Union North East)	(1.5311) (1)		(1.5311) (1)
	Commodity Transportation 2			
15	Union North West Zone	-		-
16	Union North East Zone	-		-
	Commodity Cost of Gas and Fuel			
17	Union North West Zone	9.0623	0.0026	9.0649
18	Union North East Zone	11.2638	0.0026	11.2664
19	Commodity and Fuel - Price Adjustment (Union North West)	(0.4887) (2)		(0.4887) (2)
20	Commodity and Fuel - Price Adjustment (Union North East)	2.4229 (2)		2.4229 (2)
	Bundled Storage Service (\$/GJ)			
21	Monthly Demand Charge	16.360	0.124	16.484
22	Commodity Charge	0.207	0.003	0.210
23	Storage Demand - Price Adjustment	-		-

Notes:

- (1) Prospective recovery of gas supply deferral accounts.
- (2) Prospective recovery of gas supply deferral accounts and a temporary charge of 0.0037 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.

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

Line No.	Particulars (cents/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
1	Monthly Charge	\$1,449.19	\$33.81	\$1,483.00
2	Delivery Demand Charge All Zones	18.5612	0.1658	18.7270
3	Delivery Commodity Charge All Zones	0.2660	0.0022	0.2682
4	Carbon Charges			
5	Federal Carbon Charge (if applicable)	3.9100		3.9100
5	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
6	Monthly Gas Supply Demand Charge Union North West Zone	90.5780		90.5780
7	Union North East Zone	124.8695		124.8695
8	Gas Supply Demand - Price Adjustment (All Zones)	-		-
9	Commodity Transportation 1 Union North West Zone	5.0723		5.0723
10	Union North East Zone	7.1288		7.1288
11	Transportation 1 - Price Adjustment (Union North West)	-		-
12	Transportation 1 - Price Adjustment (Union North East)	-		-
13	Commodity Transportation 2 Union North West Zone	-		-
14	Union North East Zone	-		-
15	Commodity Cost of Gas and Fuel Union North West Zone	9.0623	0.0026	9.0649
16	Union North East Zone	11.2638	0.0026	11.2664
17	Commodity and Fuel - Price Adjustment (Union North West)	(0.4887) (1)		(0.4887) (1)
18	Commodity and Fuel - Price Adjustment (Union North East)	2.4229 (1)		2.4229 (1)
19	Bundled Storage Service (\$/GJ) Monthly Demand Charge	16.360	0.124	16.484
20	Commodity Charge	0.207	0.003	0.210
21	Storage Demand - Price Adjustment	-		-

Notes:

(1) Prospective recovery of gas supply deferral accounts and a temporary charge of 0.0037 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.

ENBRIDGE GAS INC.  
 Union North  
Summary of Changes to Sales Rates

Line No.	Particulars (cents/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
1	<u>Rate 25 - Large Volume Interruptible Service</u> Monthly Charge	\$316.83	\$10.99	\$327.82
2	Delivery Charge - All Zones (1) Maximum	5.4792	(0.0584)	5.4208
	Carbon Charges			
3	Federal Carbon Charge (if applicable)	3.9100		3.9100
4	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
	Gas Supply Charges - All Zones			
5	Minimum	1.4848		1.4848
6	Maximum	675.9484		675.9484

Notes:

(1) Refer to Appendix C.

ENBRIDGE GAS INC.  
 Union South  
Summary of Changes to Sales Rates

Line No.	Particulars (cents/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
<u>Utility Sales</u>				
1	Commodity and Fuel	11.2999	0.0026	11.3025
2	Commodity and Fuel - Price Adjustment	2.0424 (1)		2.0424 (1)
3	Transportation	-		-
4	Total Gas Supply Commodity Charge	13.3423	0.0026	13.3449
 <u>M4 Firm Commercial/Industrial</u>				
5	Minimum annual gas supply commodity charge	0.1923	0.0026	0.1949
 <u>M4 / M5A Interruptible Commercial/Industrial</u>				
6	Minimum annual gas supply commodity charge	0.1923	0.0026	0.1949
 <u>Storage and Transportation Supplemental Services - Rate T1, Rate T2 &amp; Rate T3</u>				
		<u>\$/GJ</u>		<u>\$/GJ</u>
Monthly demand charges: (\$/GJ)				
7	Firm gas supply service	46.946		46.946
8	Firm backstop gas	1.348		1.348
Commodity charges:				
9	Gas supply	2.922		2.922
10	Backstop gas	3.375	0.004	3.379
11	Reasonable Efforts Backstop Gas	4.464	0.009	4.473
12	Supplemental Inventory	Note (2)		Note (2)
13	Supplemental Gas Sales Service (cents/m <sup>3</sup> )	14.2009	0.0173	14.2182
14	Failure to Deliver	2.892	0.008	2.900
15	Discretionary Gas Supply Service (DGSS)	Note (3)		Note (3)

Notes:

- (1) Prospective recovery of gas supply deferral accounts, and a temporary charge of 0.0037 for the period November 1, 2019 to December 31, 2019.
- (2) The charge for banked gas purchases shall be the higher of the daily spot gas cost at Dawn in the month of or the month following the month in which gas is sold under this rate and shall not be less than Union's approved weighted average cost of gas.
- (3) Reflects the "back to back" price plus gas supply administration charge.

ENBRIDGE GAS INC.  
 Union South  
Summary of Changes to Sales Rates

Line No.	Particulars (cents/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
<u>Rate M1 - Small Volume General Service Rate</u>				
1	Monthly Charge	\$22.22	\$0.28	\$22.50
2	First 100 m <sup>3</sup>	5.3290	0.0266	5.3556
3	Next 150 m <sup>3</sup>	5.0555	0.0247	5.0802
4	All over 250 m <sup>3</sup>	4.3487	0.0204	4.3691
5	Delivery - Price Adjustment (All Volumes)	0.8174 (1)		0.8174 (1)
Carbon Charges				
6	Federal Carbon Charge (if applicable)	3.9100		3.9100
7	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
8	Cap-and-Trade Customer-Related Charge - Price Adjustment	0.0757 (2)		0.0757 (2)
9	Cap-and-Trade Facility-Related Charge - Price Adjustment	0.0054 (3)		0.0054 (3)
10	Storage Service	0.7643	0.0049	0.7692
11	Storage - Price Adjustment	0.0364 (4)		0.0364 (4)
12	System Expansion Surcharge (if applicable)	23.0000		23.0000
<u>Rate M2 - Large Volume General Service Rate</u>				
13	Monthly Charge	\$71.75	\$0.93	\$72.68
14	First 1,000 m <sup>3</sup>	4.9507	(0.1156)	4.8351
15	Next 6,000 m <sup>3</sup>	4.8581	(0.1135)	4.7446
16	Next 13,000 m <sup>3</sup>	4.6186	(0.1434)	4.4752
17	All over 20,000 m <sup>3</sup>	4.2840	(0.1334)	4.1506
18	Delivery - Price Adjustment (All Volumes)	(0.7604) (5)		(0.7604) (5)
Carbon Charges				
19	Federal Carbon Charge (if applicable)	3.9100		3.9100
20	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
21	Cap-and-Trade Customer-Related Charge - Price Adjustment	0.0688 (6)		0.0688 (6)
22	Cap-and-Trade Facility-Related Charge - Price Adjustment	0.0028 (7)		0.0028 (7)
23	Storage Service	0.6730	(0.0021)	0.6709
24	Storage - Price Adjustment	0.0388 (8)		0.0388 (8)
25	System Expansion Surcharge (if applicable)	23.0000		23.0000

Notes:

- (1) Includes a temporary charge of 0.4203 cents/m<sup>3</sup> expiring December 31, 2019, a temporary credit of (0.0129) cents/m<sup>3</sup> expiring December 31, 2019, and a temporary charge of 0.4100 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (2) Includes a temporary charge of 0.0757 cents/m<sup>3</sup> expiring December 31, 2019.
- (3) Includes a temporary charge of 0.0054 cents/m<sup>3</sup> expiring December 31, 2019.
- (4) Includes a temporary charge of 0.0364 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (5) Includes a temporary credit of (0.4525) cents/m<sup>3</sup> expiring December 31, 2019, a temporary credit of (0.0022) cents/m<sup>3</sup> expiring December 31, 2019, and a temporary credit of (0.3057) cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (6) Includes a temporary charge of 0.0688 cents/m<sup>3</sup> expiring December 31, 2019.
- (7) Includes a temporary charge of 0.0028 cents/m<sup>3</sup> expiring December 31, 2019.
- (8) Includes a temporary charge of 0.0388 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.

ENBRIDGE GAS INC.  
 Union South  
Summary of Changes to Sales Rates

Line No.	Particulars (cents/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
<u>Rate M4 - Firm comm/ind contract rate</u>				
Monthly demand charge:				
1	First 8,450 m <sup>3</sup>	62.1743	0.7062	62.8805
2	Next 19,700 m <sup>3</sup>	28.6379	0.3166	28.9545
3	All over 28,150 m <sup>3</sup>	24.2801	0.2660	24.5461
Monthly delivery commodity charge:				
4	First block	1.4141	0.0305	1.4446
5	All remaining use	0.5085	0.0064	0.5149
6	Delivery - Price Adjustment (All Volumes)	-		-
Carbon Charges				
7	Federal Carbon Charge (if applicable)	3.9100		3.9100
8	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
9	Minimum annual firm delivery commodity charge	1.6064	0.0331	1.6395
<u>Interruptible contracts (1)</u>				
10	Monthly Charge	\$681.71	\$14.02	\$695.73
Daily delivery commodity charge:				
11	2,400 m <sup>3</sup> to 17,000 m <sup>3</sup>	2.8510	0.0616	2.9126
12	17,000 m <sup>3</sup> to 30,000 m <sup>3</sup>	2.7211	0.0616	2.7827
13	30,000 m <sup>3</sup> to 50,000 m <sup>3</sup>	2.6528	0.0616	2.7144
14	50,000 m <sup>3</sup> to 60,000 m <sup>3</sup>	2.6049	0.0616	2.6665
15	Delivery - Price Adjustment (All Volumes)	-		-
Carbon Charges				
16	Federal Carbon Charge (if applicable)	3.9100		3.9100
17	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
18	Minimum annual interruptible delivery commodity charge	3.0433	0.0642	3.1075
<u>Rate M5A - interruptible comm/ind contract</u>				
<u>Firm contracts (1)</u>				
19	Monthly demand charge	36.4546	0.2436	36.6982
20	Monthly delivery commodity charge	2.3100	0.1026	2.4126
21	Delivery - Price Adjustment (All Volumes)	-		-
Carbon Charges				
22	Federal Carbon Charge (if applicable)	3.9100		3.9100
23	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
<u>Interruptible contracts (1)</u>				
24	Monthly Charge	\$681.71	\$14.02	\$695.73
Daily delivery commodity charge:				
25	2,400 m <sup>3</sup> to 17,000 m <sup>3</sup>	2.8510	0.0616	2.9126
26	17,000 m <sup>3</sup> to 30,000 m <sup>3</sup>	2.7211	0.0616	2.7827
27	30,000 m <sup>3</sup> to 50,000 m <sup>3</sup>	2.6528	0.0616	2.7144
28	50,000 m <sup>3</sup> to 60,000 m <sup>3</sup>	2.6049	0.0616	2.6665
29	Delivery - Price Adjustment (All Volumes)	-		-
Carbon Charges				
30	Federal Carbon Charge (if applicable)	3.9100		3.9100
31	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
32	Minimum annual interruptible delivery commodity charge	3.0433	0.0642	3.1075

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 Sales Rates

Line No.	Particulars (cents/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
<u>Rate M7 - Special large volume contract</u>				
<u>Firm</u>				
1	Monthly demand charge	35.2413	(1.1806)	34.0607
2	Monthly delivery commodity charge	0.2577	(0.0262)	0.2315
3	Delivery - Price Adjustment	-		-
<u>Interruptible (1)</u>				
4	Monthly delivery commodity charge: Maximum	6.4032	(0.2321)	6.1711
5	Delivery - Price Adjustment	-		-
<u>Seasonal (1)</u>				
6	Monthly delivery commodity charge: Maximum	6.1591	(0.2321)	5.9270
7	Delivery - Price Adjustment	-		-
<u>Carbon Charges</u>				
8	Federal Carbon Charge (if applicable)	3.9100		3.9100
9	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
<u>Rate M9 - Large wholesale service</u>				
10	Monthly demand charge	25.1842	(0.8244)	24.3598
11	Monthly delivery commodity charge	0.1284	(0.0073)	0.1211
12	Delivery - Price Adjustment	-		-
13	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084
<u>Rate M10 - Small wholesale service</u>				
14	Monthly delivery commodity charge	7.5095	0.1095	7.6190
15	Facility Carbon Charge (in addition to Delivery Charge)	0.0084		0.0084

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/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
<u>Contract Carriage Service</u>				
<u>Rate T1 - Storage and Transportation</u>				
<u>Storage (\$ / GJ)</u>				
Monthly demand charges:				
1	Firm space	0.011		0.011
Firm Injection/Withdrawal Right				
2	Union provides deliverability inventory	1.551	0.028	1.579
3	Customer provides deliverability inventory	1.327	0.028	1.355
4	Firm incremental injection	1.327	0.028	1.355
5	Interruptible withdrawal	1.327	0.028	1.355
Commodity charges:				
6	Withdrawal	0.024		0.024
7	Customer provides compressor fuel	0.012		0.012
8	Injection	0.024		0.024
9	Customer provides compressor fuel	0.012		0.012
10	Storage fuel ratio - customer provides fuel	0.412%	0.005%	0.417%
<u>Transportation (cents / m<sup>3</sup>)</u>				
11	Monthly demand charge first 28,150 m <sup>3</sup>	41.3430	0.2257	41.5687
12	Monthly demand charge next 112,720 m <sup>3</sup>	28.9074	0.1559	29.0633
Firm commodity charges:				
13	Union provides compressor fuel - All volumes	0.1406	0.0033	0.1439
14	Customer provides compressor fuel - All volumes	0.1035	0.0019	0.1054
Interruptible commodity charges: (1)				
15	Maximum - Union provides compressor fuel	6.4032	(0.2321)	6.1711
16	Maximum - customer provides compressor fuel	6.3661	(0.2335)	6.1326
Carbon Charges				
17	Federal Carbon Charge (if applicable)	3.9100		3.9100
18	Facility Carbon Charge (in addition to Transportation Commodity Charge(s))	0.0084		0.0084
19	Transportation fuel ratio - customer provides fuel	0.326%	0.012%	0.338%
<u>Authorized overrun services</u>				
<u>Storage (\$ / GJ)</u>				
Commodity charges				
20	Injection / Withdrawals	0.089	0.001	0.090
21	Customer provides compressor fuel	0.063	0.001	0.064
22	Transportation commodity charge (cents/m <sup>3</sup> )	1.4998	0.0107	1.5105
23	Customer provides compressor fuel	1.4627	0.0093	1.4720
Carbon Charges				
24	Federal Carbon Charge (if applicable)	3.9100		3.9100
25	Facility Carbon Charge (in addition to Transportation Commodity Charge)	0.0084		0.0084
26	<u>Monthly Charge</u>	\$1,964.32	\$33.95	\$1,998.27

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/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
<u>Contract Carriage Service</u>				
<u>Rate T2 - Storage and Transportation</u>				
<u>Storage (\$ / GJ)</u>				
Monthly demand charges:				
1	Firm space	0.011		0.011
Firm Injection/Withdrawal Right				
2	Union provides deliverability inventory	1.551	0.028	1.579
3	Customer provides deliverability inventory	1.327	0.028	1.355
4	Firm incremental injection	1.327	0.028	1.355
5	Interruptible withdrawal	1.327	0.028	1.355
Commodity charges:				
6	Withdrawal	0.024		0.024
7	Customer provides compressor fuel	0.012		0.012
8	Injection	0.024		0.024
9	Customer provides compressor fuel	0.012		0.012
10	Storage fuel ratio - customer provides fuel	0.412%	0.005%	0.417%
<u>Transportation (cents / m<sup>3</sup>)</u>				
11	Monthly demand charge first 140,870 m <sup>3</sup>	32.0079	(0.1163)	31.8916
12	Monthly demand charge all over 140,870 m <sup>3</sup>	17.3851	(0.0615)	17.3236
Firm commodity charges:				
13	Union provides compressor fuel - All volumes	0.0531	0.0002	0.0533
14	Customer provides compressor fuel - All volumes	0.0200	(0.0001)	0.0199
Interruptible commodity charges: (1)				
15	Maximum - Union provides compressor fuel	6.4032	(0.2321)	6.1711
16	Maximum - customer provides compressor fuel	6.3701	(0.2324)	6.1377
Carbon Charges				
17	Federal Carbon Charge (if applicable)	3.9100		3.9100
18	Facility Carbon Charge (in addition to Transportation Commodity Charge(s))	0.0084		0.0084
19	Transportation fuel ratio - customer provides fuel	0.291%	0.002%	0.293%
<u>Authorized overrun services</u>				
<u>Storage (\$ / GJ)</u>				
Commodity charges				
20	Injection / Withdrawals	0.089	0.001	0.090
21	Customer provides compressor fuel	0.063	0.001	0.064
22	Transportation commodity charge (cents/m <sup>3</sup> )	1.1054	(0.0036)	1.1018
23	Customer provides compressor fuel	1.0723	(0.0039)	1.0684
Carbon Charges				
24	Federal Carbon Charge (if applicable)	3.9100		3.9100
25	Facility Carbon Charge (in addition to Transportation Commodity Charge)	0.0084		0.0084
26	<u>Monthly Charge</u>	\$5,976.36	\$172.32	\$6,148.68

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/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
<u>Rate T3 - Storage and Transportation</u>				
<u>Storage (\$ / GJ)</u>				
Monthly demand charges:				
1	Firm space	0.011		0.011
Firm Injection/Withdrawal Right				
2	Union provides deliverability inventory	1.551	0.028	1.579
3	Customer provides deliverability inventory	1.327	0.028	1.355
4	Firm incremental injection	1.327	0.028	1.355
5	Interruptible withdrawal	1.327	0.028	1.355
Commodity charges:				
6	Withdrawal	0.024		0.024
7	Customer provides compressor fuel	0.012		0.012
8	Injection	0.024		0.024
9	Customer provides compressor fuel	0.012		0.012
10	Storage fuel ratio - Customer provides fuel	0.412%	0.005%	0.417%
<u>Transportation (cents / m<sup>3</sup>)</u>				
11	Monthly demand charge	17.9741	0.4661	18.4402
12	Union provides compressor fuel - All volumes	0.0989	(0.0057)	0.0932
13	Customer provides compressor fuel - All volumes	0.0531	(0.0056)	0.0475
Carbon Charges				
14	Facility Carbon Charge (in addition to Transportation Commodity Charge)	0.0084		0.0084
15	Transportation fuel ratio - Customer provides fuel	0.402%	-0.001%	0.401%
<u>Authorized overrun services</u>				
<u>Storage (\$ / GJ)</u>				
Commodity charges				
16	Injection / Withdrawals	0.089	0.001	0.090
17	Customer provides compressor fuel	0.063	0.001	0.064
18	Transportation commodity charge (cents/m <sup>3</sup> )	0.6898	0.0097	0.6995
19	Customer provides compressor fuel	0.6440	0.0098	0.6538
20	Facility Carbon Charge (in addition to Transportation Commodity Charge)	0.0084		0.0084
<u>Monthly Charge</u>				
21	City of Kitchener	\$20,622.21	\$374.04	\$20,996.25
22	EPCOR Natural Gas (Aylmer)	\$3,165.72	\$57.42	\$3,223.14
23	Six Nations	\$1,055.24	\$19.14	\$1,074.38

ENBRIDGE GAS INC.  
 Union South  
Summary of Changes to Unbundled Rates

Line No.	Particulars (cents/m <sup>3</sup> )	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
<u>U2 Unbundled Service</u>				
<u>Storage (\$ / GJ)</u>				
Monthly demand charges:				
Standard Storage Service (SSS)				
1	Combined Firm Space & Deliverability	0.025		0.025
Standard Peaking Service (SPS)				
2	Combined Firm Space & Deliverability	0.128	0.003	0.131
3	Incremental firm injection right	1.171	0.028	1.199
4	Incremental firm withdrawal right	1.171	0.028	1.199
Commodity charges:				
5	Injection customer provides compressor fuel	0.030		0.030
6	Withdrawal customer provides compressor fuel	0.030		0.030
7	Storage fuel ratio - Customer provides fuel	0.412%	0.005%	0.417%
<u>Authorized overrun services</u>				
<u>Storage (\$ / GJ)</u>				
Commodity charges:				
8	Injection customer provides compressor fuel	0.068	0.001	0.069
9	Withdrawal customer provides compressor fuel	0.068	0.001	0.069

ENBRIDGE GAS INC.  
Union South  
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
<u>M12 Transportation Service</u>				
<u>Firm transportation</u>				
Monthly demand charges:				
1	Dawn to Kirkwall	3.058	0.025	3.083
2	Dawn to Parkway	3.602	0.030	3.632
3	Kirkwall to Parkway	0.545	0.005	0.550
4	F24-T	0.071	0.001	0.072
<u>M12-X Firm Transportation</u>				
5	Between Dawn, Kirkwall and Parkway	4.450	0.038	4.488
Commodity charges:				
6	Easterly	Note (1)		Note (1)
7	Westerly	Note (1)		Note (1)
8	Facility Carbon Charge (in addition to Commodity Charges)	0.002		0.002
9	Parkway (TCPL / EGT) to Parkway (Cons) / Lisgar	Note (1)		Note (1)
<u>Limited Firm/Interruptible</u>				
Monthly demand charges:				
10	Maximum	8.645	0.072	8.717
Commodity charges :				
11	Others	Note (1)		Note (1)
<u>Authorized Overrun</u>				
Transportation commodity charges:				
Easterly:				
12	Dawn to Kirkwall - Union supplied fuel	Note (1)		Note (1)
13	Dawn to Parkway - Union supplied fuel	Note (1)		Note (1)
14	Kirkwall to Parkway - Union supplied fuel	Note (1)		Note (1)
15	Dawn to Kirkwall - Shipper supplied fuel	0.101 (1)		0.101 (1)
16	Dawn to Parkway - Shipper supplied fuel	0.118 (1)	0.001	0.119 (1)
17	Kirkwall to Parkway - Shipper supplied fuel	0.018 (1)		0.018 (1)
<u>M12-X Firm Transportation</u>				
18	Between Dawn, Kirkwall and Parkway - Union supplied fuel	Note (1)		Note (1)
19	Between Dawn, Kirkwall and Parkway - Shipper supplied fuel:	0.146 (1)	0.002	0.148 (1)
20	Facility Carbon Charge (in addition to Commodity Charges)	0.002		0.002
<u>M13 Transportation of Locally Produced Gas</u>				
21	Monthly fixed charge per customer station	\$967.82	12.680	\$980.50
22	Transmission commodity charge to Dawn	0.035	0.001	0.036
23	Commodity charge - Union supplied fuel	0.005		0.005
24	Commodity charge - Shipper supplied fuel	Note (2)		Note (2)
25	Facility Carbon Charge (in addition to Commodity Charge)	0.002		0.002
26	Authorized Overrun - Union supplied fuel	0.131	(0.004)	0.127
27	Authorized Overrun - Shipper supplied fuel	0.127 (2)	(0.004)	0.123 (2)
28	Facility Carbon Charge (in addition to Authorized Overrun Charge)	0.002		0.002

Notes:

- (1) Monthly fuel rates and fuel and commodity ratios per Schedule "C".  
(2) Plus shipper supplied fuel per rate schedule.

ENBRIDGE GAS INC.  
Union South  
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
<u>M16 Storage Transportation Service</u>				
1	Monthly fixed charge per customer station	\$1,539.70	20.17	\$1,559.87
Monthly demand charges:				
2	East of Dawn	0.782	0.006	0.788
3	West of Dawn	2.791	(0.145)	2.646
4	Transmission commodity charge to Dawn	0.035	0.001	0.036
Transportation Fuel Charges to Dawn:				
5	East of Dawn - Union supplied fuel	0.005		0.005
6	West of Dawn - Union supplied fuel	0.005		0.005
7	East of Dawn - Shipper supplied fuel	Note (1)		Note (1)
8	West of Dawn - Shipper supplied fuel	Note (1)		Note (1)
Transportation Fuel Charges to Pools:				
9	East of Dawn - Union supplied fuel	0.005	0.001	0.006
10	West of Dawn - Union supplied fuel	0.013		0.013
11	East of Dawn - Shipper supplied fuel	Note (1)		Note (1)
12	West of Dawn - Shipper supplied fuel	Note (1)		Note (1)
13	Facility Carbon Charge (in addition to Transportation Fuel Charges)	0.002		0.002
<u>Authorized Overrun</u>				
Transportation Fuel Charges to Dawn:				
14	East of Dawn - Union supplied fuel	0.065	0.001	0.066
15	West of Dawn - Union supplied fuel	0.131	(0.004)	0.127
16	East of Dawn - Shipper supplied fuel	0.061 (1)	0.001	0.062 (1)
17	West of Dawn - Shipper supplied fuel	0.127 (1)	(0.004)	0.123 (1)
Transportation Fuel Charges to Pools:				
18	East of Dawn - Union supplied fuel	0.031		0.031
19	West of Dawn - Union supplied fuel	0.105	(0.005)	0.100
20	East of Dawn - Shipper supplied fuel	0.026 (1)		0.026 (1)
21	West of Dawn - Shipper supplied fuel	0.092 (1)	(0.005)	0.087 (1)
22	Facility Carbon Charge (in addition to Transportation Fuel Charges)	0.002		0.002
<u>C1 - Cross Franchise Transportation Service</u>				
<u>Transportation service</u>				
Monthly demand charges:				
23	St. Clair / Bluewater & Dawn	2.791	(0.145)	2.646
24	Ojibway & Dawn	2.791	(0.145)	2.646
25	Parkway to Dawn	0.848	0.008	0.856
26	Parkway to Kirkwall	0.848	0.008	0.856
27	Kirkwall to Dawn	1.496	0.014	1.510
28	Dawn to Kirkwall	3.058	0.025	3.083
29	Dawn to Parkway	3.602	0.030	3.632
30	Kirkwall to Parkway	0.545	0.005	0.550
31	Dawn to Dawn-Vector	0.030		0.030
32	Dawn to Dawn-TCPL	0.140	0.002	0.142
Commodity charges:				
33	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.008		0.008
34	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.006		0.006
35	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.009		0.009
36	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.013		0.013
37	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.005		0.005
38	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.009		0.009
39	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.005		0.005
40	Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.005		0.005
41	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)	0.023		0.023
42	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)	0.009	0.001	0.010
43	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.031		0.031
44	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.017		0.017
45	Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.013		0.013
46	Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.012	0.001	0.013

Notes:

(1) Plus shipper supplied fuel per rate schedule.

ENBRIDGE GAS INC.  
Union South  
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2018-0305 Approved April 1, 2019 Rate (a)	Rate Change (b)	EB-2019-0194 Proposed January 1, 2020 Rate (c)
<u>C1 - Cross Franchise Transportation Service</u>				
<u>Transportation service cont'd</u>				
1	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
2	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)		Note (1)
3	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	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31)	Note (1)		Note (1)
11	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
12	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	Note (1)		Note (1)
13	Kirkwall to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	Note (1)		Note (1)
14	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	Facility Carbon Charge (in addition to Commodity Charges)	0.002		0.002
21	Interruptible and Short Term (1 year or less) Firm Transportation: Maximum	75.00		75.00
<u>Authorized Overrun</u>				
Firm transportation commodity charges:				
22	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.100	(0.005)	0.095
23	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.098	(0.005)	0.093
24	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.101	(0.005)	0.096
25	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.105	(0.005)	0.100
26	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.141	0.002	0.143
27	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.146	0.001	0.147
28	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31)	0.072	0.001	0.073
29	Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31)	0.072	0.001	0.073
30	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31)	0.141	0.002	0.143
31	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31)	0.128	0.001	0.129
32	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.168	0.001	0.169
33	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.154	0.001	0.155
34	Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31)	0.049	0.001	0.050
35	Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31)	0.049		0.049
36	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.092 (1)	(0.005)	0.087 (1)
37	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.092 (1)	(0.005)	0.087 (1)
38	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.092 (1)	(0.005)	0.087 (1)
39	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.092 (1)	(0.005)	0.087 (1)
40	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.118 (1)	0.001	0.119 (1)
41	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.118 (1)	0.001	0.119 (1)
42	Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.049 (1)	0.001	0.050 (1)
43	Kirkwall to Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.049 (1)	0.001	0.050 (1)
44	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.101 (1)		0.101 (1)
45	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.101 (1)		0.101 (1)
46	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.118 (1)	0.001	0.119 (1)
47	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	0.118 (1)	0.001	0.119 (1)
48	Kirkwall to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.018 (1)		0.018 (1)
49	Kirkwall to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31)	0.018 (1)		0.018 (1)
50	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.001 (1)		0.001 (1)
51	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.001 (1)		0.001 (1)
52	Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31)	0.005 (1)		0.005 (1)
53	Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct. 31)	0.005 (1)		0.005 (1)
54	Facility Carbon Charge (in addition to Commodity Charges)	0.002		0.002

Notes:

(1) Plus shipper supplied fuel per rate schedule.

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 m<sup>3</sup> per year.

**SERVICES AVAILABLE**

The following services are available under this rate schedule:

(a) **Sales Service**

For continuous supply of natural gas by Union and associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service, the Monthly, Delivery, Carbon (if applicable) 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, Delivery and Carbon (if applicable) 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, Delivery and Carbon (if applicable) Charges, as well as the Storage and Transportation Charges of the Gas Supply Charge, shall apply.

**MONTHLY RATES AND CHARGES**

<u>APPLICABLE TO ALL SERVICES</u>	<u>Union North West</u>	<u>Union North East</u>
<u>MONTHLY CHARGE</u>	\$22.50	\$22.50
<u>DELIVERY CHARGE</u>	<u>¢ per m<sup>3</sup></u>	<u>¢ per m<sup>3</sup></u>
First 100 m <sup>3</sup> per month @	9.5015	9.5015
Next 200 m <sup>3</sup> per month @	9.2569	9.2569
Next 200 m <sup>3</sup> per month @	8.8698	8.8698
Next 500 m <sup>3</sup> per month @	8.5145	8.5145
Over 1,000 m <sup>3</sup> per month @	8.2209	8.2209
Delivery-Price Adjustment (All Volumes) (1)	(0.5430)	(0.5430)
<u>CARBON CHARGES</u>		
Federal Carbon Charge (if applicable)	3.9100	3.9100
Facility Carbon Charge (in addition to Delivery Charge)	0.0084	0.0084
Cap-and-Trade Customer-Related - Price Adjustment (if applicable, in addition to Delivery-Price Adjustment) (2)	(0.0173)	(0.0173)
Cap-and-Trade Facility-Related - Price Adjustment (in addition to Delivery-Price Adjustment) (3)	0.0130	0.0130

Notes:

- (1) Includes a temporary credit of (0.8249) cents/m<sup>3</sup> expiring December 31, 2019, a temporary credit of (0.0281) cents/m<sup>3</sup> expiring December 31, 2019, and a temporary charge of 0.3100 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (2) Includes a temporary credit of (0.0173) cents/m<sup>3</sup> expiring December 31, 2019.
- (3) Includes a temporary charge of 0.0130 cents/m<sup>3</sup> expiring December 31, 2019.

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:

<u>Community Expansion Project</u>	<u>SES Rate (¢ per m<sup>3</sup>)</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, Delivery and Carbon (if applicable) Charges, plus any other charge that is specific to the location of each end-user shall be used to develop a monthly bill for each end-user at each location. Upon request, possibly for a fee, Union will combine the individual bills on a single invoice or statement for administrative convenience. However, Union will not combine the quantities or demands of several end-use locations so that eligibility to a different rate class will result. Further, Union will not combine the monthly billing data of individual end-users to generate a single bill which is less than the sum of the monthly bills of the individual end-users involved at each location.
2. Customers must enter into a Service Agreement with Union prior to the commencement of service.
3. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

Effective January 1, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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 m<sup>3</sup> per year.

**SERVICES AVAILABLE**

The following services are available under this rate schedule:

(a) **Sales Service**

For continuous supply of natural gas by Union and associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service, the Monthly, Delivery, Carbon (if applicable) 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, Delivery and Carbon (if applicable) 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 and Carbon (if applicable) Charges, as well as the Storage and Transportation Charges of the Gas Supply Charge, shall apply.

**MONTHLY RATES AND CHARGES**

<u>APPLICABLE TO ALL SERVICES</u>	<u>Union North West</u>	<u>Union North East</u>
<u>MONTHLY CHARGE</u>	\$72.68	\$72.68
<u>DELIVERY CHARGE</u>	<u>¢ per m<sup>3</sup></u>	<u>¢ per m<sup>3</sup></u>
First 1,000 m <sup>3</sup> per month @	8.3186	8.3186
Next 9,000 m <sup>3</sup> per month @	6.7434	6.7434
Next 20,000 m <sup>3</sup> per month @	5.8839	5.8839
Next 70,000 m <sup>3</sup> per month @	5.3056	5.3056
Over 100,000 m <sup>3</sup> per month @	3.1145	3.1145
Delivery-Price Adjustment (All Volumes) (1)	(0.3966)	(0.3966)
<u>CARBON CHARGES</u>		
Federal Carbon Charge (if applicable)	3.9100	3.9100
Facility Carbon Charge (in addition to Delivery Charge)	0.0084	0.0084
Cap-and-Trade Customer-Related - Price Adjustment (if applicable, in addition to Delivery-Price Adjustment) (2)	0.1934	0.1934
Cap-and-Trade Facility-Related - Price Adjustment (in addition to Delivery-Price Adjustment) (3)	0.0055	0.0055

Notes:

- (1) Includes a temporary credit of (0.9298) cents/m<sup>3</sup> expiring December 31, 2019, a temporary charge of 0.0034 cents/m<sup>3</sup> expiring December 31, 2019, and a temporary charge of 0.5298 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (2) Includes a temporary charge of 0.1934 cents/m<sup>3</sup> expiring December 31, 2019.
- (3) Includes a temporary charge of 0.0055 cents/m<sup>3</sup> expiring December 31, 2019.

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:

<u>Community Expansion Project</u>	<u>SES Rate (¢ per m<sup>3</sup>)</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 and customers purchasing gas from Union with maximum daily requirements in excess of 3,000 m<sup>3</sup> per day must enter into a Service Agreement with Union.

**TERMS AND CONDITIONS OF SERVICE**

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

Effective January 1, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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 m<sup>3</sup> or more.

**SERVICES AVAILABLE**

The following services are available under this rate schedule:

(a) **Sales Service**

For continuous supply of natural gas by Union and associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service, the Monthly, Delivery, Carbon (if applicable) 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, Carbon (if applicable), 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, Carbon (if applicable), 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.

## MONTHLY RATES AND CHARGES

### APPLICABLE TO ALL SERVICES – ALL ZONES (1)

<u>MONTHLY CHARGE</u>	\$987.42
<u>DELIVERY CHARGES</u> (cents per month per m <sup>3</sup> )	
Monthly Demand Charge for first 70,000 m <sup>3</sup> of Contracted Daily Demand	32.7557
Monthly Demand Charge for all units over 70,000 m <sup>3</sup> of Contracted Daily Demand	19.2619
Commodity Charge for first 852,000 m <sup>3</sup> of gas volumes delivered	0.7010
Commodity Charge for all units over 852,000 m <sup>3</sup> of gas volumes delivered	0.4966
<u>CARBON CHARGES</u>	
Federal Carbon Charge (if applicable)	3.9100
Facility Carbon Charge (in addition to Delivery Charges)	0.0084

#### Notes:

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

### ADDITIONAL CHARGES FOR SALES SERVICE

#### Gas Supply Charge

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

#### Commodity Transportation

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

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

## HEAT CONTENT ADJUSTMENT

The gas supply commodity charges hereunder will be adjusted upwards or downwards as described below if the average total heating value of the gas per cubic metre (m<sup>3</sup>) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m<sup>3</sup>, respectively.

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

**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.

	<u>Union North West</u>	<u>Union North East</u>
<u>MONTHLY CHARGE</u>	\$987.42	\$987.42
<u>DELIVERY CHARGES</u>	<u>cents per m<sup>3</sup></u>	<u>cents per m<sup>3</sup></u>
Commodity Charge for each unit of gas volumes delivered	2.8548	2.8548
<u>CARBON CHARGES</u>		
Federal Carbon Charge (if applicable)	3.9100	3.9100
Facility Carbon Charge (in addition to Delivery Charges)	0.0084	0.0084

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	\$232.19
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BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES

Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$/GJ/Month)	\$16.484
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Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitlement: (\$/GJ/Month)	-
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Commodity Charge for each unit of gas withdrawn from storage (\$/GJ)	\$0.210
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Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage (\$/GJ)	\$0.752
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The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

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, no additional charges for Transportation and Storage Services will apply.

## MINIMUM BILL

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

## DELAYED PAYMENT

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, Delivery, Carbon (if applicable) and Transportation Account Charges, plus 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, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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 m<sup>3</sup> or more or the interruptible portion of a maximum daily requirement for combined firm and interruptible service is 14,000 m<sup>3</sup> or more and whose operations, in the judgement of Union, can readily accept interruption and restoration of gas service.

**SERVICES AVAILABLE**

The following services are available under this rate schedule:

(a) **Sales Service**

For 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, Carbon (if applicable) 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, Carbon (if applicable), 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)

<u>MONTHLY CHARGE</u>	\$327.82
<u>DELIVERY CHARGES</u>	<u>cents per m<sup>3</sup></u>
A Delivery Price for all volumes delivered to the customer to be negotiated between Union and the customer and the average price during the period in which these rates remain in effect shall not exceed:	5.4208
<u>CARBON CHARGES</u>	
Federal Carbon Charge (if applicable)	3.9100
Facility Carbon Charge (in addition to Delivery Charges)	0.0084
<u>UNAUTHORIZED OVERRUN NON - COMPLIANCE RATE</u>	<u>cents per m<sup>3</sup></u>
Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect.	233.8800

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

As per applicable rate provided in Schedule "A".

Interruptible Service

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

**HEAT CONTENT ADJUSTMENT**

The gas supply commodity charges hereunder will be adjusted upwards or downwards as described below if the average total heating value of the gas per cubic metre (m<sup>3</sup>) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m<sup>3</sup>, respectively.

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

ADDITIONAL CHARGES FOR TRANSPORTATION – ALL ZONES

MONTHLY TRANSPORTATION ACCOUNT CHARGE:

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

\$232.19

**THE BILL**

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

**MINIMUM BILL**

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

**DELAYED PAYMENT**

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

Effective January 1, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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 10<sup>3</sup>m<sup>3</sup> plus the greater of the incremental cost of gas for Union and the customer's gas supply charge.

**SHORT TERM STORAGE / BALANCING SERVICE**

Short Term Storage / Balancing Service is:

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

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

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

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

**THE BILL**

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

**SERVICE AGREEMENT**

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

**TERMS AND CONDITIONS OF SERVICE**

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

Effective January 1, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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 m<sup>3</sup> or more, and whose annual requirement for firm service is equal to or greater than its maximum daily requirement multiplied by 256.

**SERVICES AVAILABLE**

The following services are available under this rate schedule:

(a) **Sales Service**

For continuous supply of natural gas by Union and associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service, the Monthly, Delivery, Carbon (if applicable) 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, Carbon (if applicable), 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, Carbon (if applicable), 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.

## MONTHLY RATES AND CHARGES

### APPLICABLE TO ALL SERVICES – ALL ZONES (1)

<u>MONTHLY CHARGE</u>	\$1,483.00
<u>DELIVERY CHARGES</u> (cents per Month per m <sup>3</sup> of Daily Contract Demand) Monthly Demand Charge for each unit of Contracted Daily Demand	18.7270
Commodity Charge for each unit of gas volumes delivered (cents/m <sup>3</sup> )	0.2682
<u>CARBON CHARGES</u> Federal Carbon Charge (if applicable)	3.9100
Facility Carbon Charge (in addition to Delivery Charges)	0.0084

#### 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 Charges

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

#### Commodity Transportation

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

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

## HEAT CONTENT ADJUSTMENT

The gas supply commodity charges hereunder will be adjusted upwards or downwards as described below if the average total heating value of the gas per cubic metre (m<sup>3</sup>) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per m<sup>3</sup>, respectively.

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

**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.

	<u>Union North West</u>	<u>Union North East</u>
<u>MONTHLY CHARGE</u>	\$1,483.00	\$1,483.00
<u>DELIVERY CHARGES (cents per m<sup>3</sup>)</u>		
Commodity Charge for each unit of gas volumes delivered	1.1477	1.1477
<u>CARBON CHARGES</u>		
Federal Carbon Charge (if applicable)	3.9100	3.9100
Facility Carbon Charge (in addition to Delivery Charges)	0.0084	0.0084

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 \$232.19

BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES

Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$/GJ/Month) \$16.484

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

Commodity Charge for each unit of gas withdrawn from storage (\$/GJ) \$0.210

Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage (\$/GJ) \$0.752

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

DIVERSION TRANSACTION CHARGE

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

## THE BILL

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

## MINIMUM BILL

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

## DELAYED PAYMENT

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, Delivery, Carbon (if applicable) and Transportation Account Charges, plus 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, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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>Union North West</u>	<u>Union North East</u>
<u>Rate 01A (cents / m<sup>3</sup>)</u>		
Storage	2.0231	5.0167
Storage - Price Adjustment	(0.0525) (1)	(0.1466) (2)
Commodity and Fuel (3)	9.3201	11.5849
Commodity and Fuel - Price Adjustment (4)	(0.4887)	2.4229
Transportation	5.4856	2.0803
Transportation - Price Adjustment	(0.1186) (5)	(1.5041) (6)
Total Gas Supply Charge	<u>16.1690</u>	<u>19.4541</u>

Rate 10 (cents / m<sup>3</sup>)

Storage	1.4970	3.5200
Storage - Price Adjustment	(0.0640) (7)	(0.1827) (8)
Commodity and Fuel (3)	9.3201	11.5849
Commodity and Fuel - Price Adjustment (4)	(0.4887)	2.4229
Transportation	4.8011	1.9025
Transportation - Price Adjustment	(0.1142) (9)	(1.4986) (10)
Total Gas Supply Charge	<u>14.9513</u>	<u>17.749</u>

Notes:

- (1) Includes a temporary credit of (0.0525) cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (2) Includes a temporary credit of (0.1466) cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (3) The Commodity and Fuel rate includes a gas supply administration charge of 0.19490 cents/m<sup>3</sup>.
- (4) Prospective recovery of gas supply deferral accounts and a temporary charge of 0.0037 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (5) Prospective recovery of gas supply deferral accounts and a temporary credit of (0.0039) cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (6) Prospective recovery of gas supply deferral accounts and a temporary charge of 0.0256 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (7) Includes a temporary credit of (0.0640) cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (8) Includes a temporary credit of (0.1827) cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (9) Prospective recovery of gas supply deferral accounts and a temporary charge of 0.0005 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (10) Prospective recovery of gas supply deferral accounts and a temporary charge of 0.0311 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.

ENBRIDGE GAS INC.  
UNION NORTH  
GAS SUPPLY CHARGES

Utility Sales

<u>Rate 20 (cents / m<sup>3</sup>)</u>	<u>Union North West</u>	<u>Union North East</u>
Commodity and Fuel (1)	9.0649	11.2664
Commodity and Fuel - Price Adjustment (2)	(0.4887)	2.4229
Commodity Transportation - Charge 1	2.9234	1.2987
Transportation 1 - Price Adjustment (3)	(0.1161)	(1.5311)
Commodity Transportation - Charge 2	-	-
Monthly Gas Supply Demand	47.8724	39.6942
Gas Supply Demand - Price Adjustment	-	-
Commissioning and Decommissioning Rate	5.3936	2.4241

Rate 100 (cents / m<sup>3</sup>)

Commodity and Fuel (1)	9.0649	11.2664
Commodity and Fuel - Price Adjustment (2)	(0.4887)	2.4229
Commodity Transportation - Charge 1	5.0723	7.1288
Commodity Transportation - Charge 2	-	-
Monthly Gas Supply Demand	90.5780	124.8695
Commissioning and Decommissioning Rate	6.4280	8.9199

Rate 25 (cents / m<sup>3</sup>)

Gas Supply Charge:		
Interruptible Service		
Minimum	1.4848	1.4848
Maximum	675.9484	675.9484

Natural Gas Liquefaction Service (\$ / GJ) (3)

Gas Supply Charge:		
Interruptible Service		
Minimum		0.3919
Maximum		178.3976

Notes:

- (1) The Commodity and Fuel rate includes a gas supply administration charge of 0.19490 cents/m<sup>3</sup>.
- (2) Prospective recovery of gas supply deferral accounts and a temporary charge of 0.0037 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (3) Billing in energy (\$/GJ) will only apply to the Natural Gas Liquefaction Service.

Effective January 1, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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 m<sup>3</sup> per year.

**(C) Rates**

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

a) Monthly Charge		\$22.50	
b) Delivery Charge			
First	100 m <sup>3</sup>	5.3556	¢ per m <sup>3</sup>
Next	150 m <sup>3</sup>	5.0802	¢ per m <sup>3</sup>
All Over	250 m <sup>3</sup>	4.3691	¢ per m <sup>3</sup>
Delivery - Price Adjustment (All Volumes) (1)		0.8174	¢ per m <sup>3</sup>
c) Carbon Charges			
Federal Carbon Charge (if applicable)		3.9100	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Delivery Charge)		0.0084	¢ per m <sup>3</sup>
Cap-and-Trade Customer-Related - Price Adjustment (if applicable, in addition to Delivery-Price Adjustment) (2)		0.0757	¢ per m <sup>3</sup>
Cap-and-Trade Facility-Related - Price Adjustment (in addition to Delivery-Price Adjustment) (3)		0.0054	¢ per m <sup>3</sup>
d) Storage Charge (if applicable)		0.7692	¢ per m <sup>3</sup>
Storage - Price Adjustment (All Volumes) (4)		0.0364	¢ per m <sup>3</sup>

Applicable to all bundled customers (sales and bundled transportation service).

e) 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".

f) 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:

<u>Community Expansion Project</u>	<u>SES Rate (¢ per m<sup>3</sup>)</u>	<u>SES Term Expiry</u>
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 0.4203 cents/m<sup>3</sup> expiring December 31, 2019, a temporary credit of (0.0129) cents/m<sup>3</sup> expiring December 31, 2019, and a temporary charge of 0.4100 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (2) Includes a temporary charge of 0.0757 cents/m<sup>3</sup> expiring December 31, 2019.
- (3) Includes a temporary charge of 0.0054 cents/m<sup>3</sup> expiring December 31, 2019.
- (4) Includes a temporary charge of 0.0364 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.

**(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 plus facility carbon charge and if applicable, the identified federal carbon charge and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup>, plus 7¢ per m<sup>3</sup>.

Overrun Delivery Charge	6.1248	¢ per m <sup>3</sup>
Federal Carbon Charge (if applicable)	3.9100	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Overrun Delivery Charge)	0.0084	¢ per m <sup>3</sup>

**(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, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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 m<sup>3</sup> per year.

**(C) Rates**

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

a) Monthly Charge		\$72.68
b) Delivery Charge		
First	1 000 m <sup>3</sup>	4.8351 ¢ per m <sup>3</sup>
Next	6 000 m <sup>3</sup>	4.7446 ¢ per m <sup>3</sup>
Next	13 000 m <sup>3</sup>	4.4752 ¢ per m <sup>3</sup>
All Over	20 000 m <sup>3</sup>	4.1506 ¢ per m <sup>3</sup>
Delivery – Price Adjustment (All Volumes) (1)		(0.7604) ¢ per m <sup>3</sup>
c) Carbon Charges		
Federal Carbon Charge (if applicable)		3.9100 ¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Delivery Charge)		0.0084 ¢ per m <sup>3</sup>
Cap-and-Trade Customer-Related - Price Adjustment (if applicable, in addition to Delivery-Price Adjustment) (2)		0.0688 ¢ per m <sup>3</sup>
Cap-and-Trade Facility-Related - Price Adjustment (in addition to Delivery-Price Adjustment) (3)		0.0028 ¢ per m <sup>3</sup>
d) Storage Charge (if applicable)		0.6709 ¢ per m <sup>3</sup>
Storage - Price Adjustment (All Volumes) (4)		0.0388 ¢ per m <sup>3</sup>

Applicable to all bundled customers (sales and bundled transportation service).

e) 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".

f) 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:

<u>Community Expansion Project</u>	<u>SES Rate (¢ per m<sup>3</sup>)</u>	<u>SES Term Expiry</u>
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 credit of (0.4525) cents/m<sup>3</sup> expiring December 31, 2019, a temporary credit of (0.0022) cents/m<sup>3</sup> expiring December 31, 2019, and a temporary credit of (0.3057) cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.
- (2) Includes a temporary charge of 0.0688 cents/m<sup>3</sup> expiring December 31, 2019.
- (3) Includes a temporary charge of 0.0028 cents/m<sup>3</sup> expiring December 31, 2019.
- (4) Includes a temporary charge of 0.0388 cents/m<sup>3</sup> for the period November 1, 2019 to December 31, 2019.

**(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 plus facility carbon charge and if applicable, the identified federal carbon charge and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup>, plus 7¢ per m<sup>3</sup>.

Overrun Delivery Charge	5.5060	¢ per m <sup>3</sup>
Federal Carbon Charge (if applicable)	3.9100	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Overrun Delivery Charge)	0.0084	¢ per m <sup>3</sup>

**(H) Bundled Direct Purchase Delivery**

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

**(I) Company Policy Relating to Terms of Service**

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

<u>Zone</u>	<u>Assumed Atmospheric Pressure kPa</u>		<u>Assumed Atmospheric Pressure 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, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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 m<sup>3</sup> and 60 000 m<sup>3</sup>.

**(C) Rates**

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

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

(i) A Monthly Demand Charge

First	8 450 m <sup>3</sup> of daily contracted demand	62.8805	¢ per m <sup>3</sup>
Next	19 700 m <sup>3</sup> of daily contracted demand	28.9545	¢ per m <sup>3</sup>
All Over	28 150 m <sup>3</sup> of daily contracted demand	24.5461	¢ per m <sup>3</sup>

(ii) A Monthly Delivery Commodity Charge

First 422 250 m <sup>3</sup> delivered per month		1.4446	¢ per m <sup>3</sup>
Next volume equal to 15 days use of daily contracted demand		1.4446	¢ per m <sup>3</sup>
For remainder of volumes delivered in the month		0.5149	¢ per m <sup>3</sup>

Delivery - Price Adjustment (All Volumes)		-	¢ per m <sup>3</sup>
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(iii) Carbon Charges

Federal Carbon Charge (if applicable)		3.9100	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Delivery Charge)		0.0084	¢ per m <sup>3</sup>

(iv) 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".

Note:

(1) Effective July 1, 2019, Rate M4 customers with firm only service will be charged a one-time adjustment annually set at the equivalent of one dollar per month to comply with Ontario Regulation 24/19 for the expansion of natural gas distribution systems within Ontario.

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 plus the facility carbon charge and, if applicable, the identified federal carbon charge and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup> for all volumes purchased.

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

Authorized Overrun Delivery Charge		3.5119	¢ per m <sup>3</sup>
Unauthorized Overrun Delivery Charge		6.1248	¢ per m <sup>3</sup>
Federal Carbon Charge (if applicable)		3.9100	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Overrun Delivery Charge)		0.0084	¢ per m <sup>3</sup>

3. Firm Minimum Annual Charge

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

Firm Minimum Annual Delivery Charge	1.6395	¢ per m <sup>3</sup>
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In the event that the contract period exceeds one year the annual minimum volume will be prorated for any part year.

4. Interruptible Service

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

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

a) (i) Monthly Delivery Commodity Charge

<u>Daily Contracted Demand Level (CD)</u>		
2 400 m <sup>3</sup> ≤ CD < 17 000 m <sup>3</sup>	2.9126	¢ per m <sup>3</sup>
17 000 m <sup>3</sup> ≤ CD < 30 000 m <sup>3</sup>	2.7827	¢ per m <sup>3</sup>
30 000 m <sup>3</sup> ≤ CD < 50 000 m <sup>3</sup>	2.7144	¢ per m <sup>3</sup>
50 000 m <sup>3</sup> ≤ CD ≤ 60 000 m <sup>3</sup>	2.6665	¢ per m <sup>3</sup>

Delivery - Price Adjustment (All Volumes)	-	¢ per m <sup>3</sup>
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(ii) Carbon Charges

Federal Carbon Charge (if applicable)	3.9100	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Delivery Charge)	0.0084	¢ per m <sup>3</sup>

(iii) Days Use of Interruptible Contract Demand

The price determined under Paragraph 4(a) of "Rates" will be reduced by the amount based on the number of Days Use of Contracted Demand as scheduled below:

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

(iv) 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".

(v) Monthly Charge	\$695.73	per month
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- b) In each contract year, the customer shall take delivery from Union, or in any event pay for, if available and not accepted by the customer, a minimum volume of gas or transportation services as specified in the contract between the parties and which will not be less than 350 000 m<sup>3</sup> per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times the identified interruptible minimum annual delivery charge, and if applicable, a gas supply charge provided in Schedule "A".

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

Interruptible Minimum Annual Delivery Charge	3.1075	¢ per m <sup>3</sup>
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- 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 plus the facility carbon charge and if applicable, the identified federal carbon charge and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup> for all gas supply volumes purchased.

Unauthorized Overrun Delivery Charge	6.1248	¢ per m <sup>3</sup>
Federal Carbon Charge (if applicable)	3.9100	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Overrun Delivery Charge)	0.0084	¢ per m <sup>3</sup>

Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 233.8800 ¢ per m<sup>3</sup> (\$60 per GJ) for the delivery.

**(D) Delayed Payment**

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

**(E) Direct Purchase**

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

**(F) Bundled Direct Purchase Delivery**

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

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

Effective January 1, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

ENBRIDGE GAS INC.  
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 m<sup>3</sup> and 60 000 m<sup>3</sup> inclusive.

**(C) Rates**

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

1. Interruptible Service

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

a) (i) Monthly Delivery Commodity Charge

Daily Contracted Demand Level (CD)

2 400 m <sup>3</sup> ≤ CD < 17 000 m <sup>3</sup>	2.9126	¢ per m <sup>3</sup>
17 000 m <sup>3</sup> ≤ CD < 30 000 m <sup>3</sup>	2.7827	¢ per m <sup>3</sup>
30 000 m <sup>3</sup> ≤ CD < 50 000 m <sup>3</sup>	2.7144	¢ per m <sup>3</sup>
50 000 m <sup>3</sup> ≤ CD ≤ 60 000 m <sup>3</sup>	2.6665	¢ per m <sup>3</sup>

Delivery - Price Adjustment (All Volumes)	-	¢ per m <sup>3</sup>
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(ii) Carbon Charges

Federal Carbon Charge (if applicable)	3.9100	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Delivery Charge)	0.0084	¢ per m <sup>3</sup>

(iii) Days Use of Interruptible Contract Demand

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

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

(iv) 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".

(v) Monthly Charge	\$695.73	per month
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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 m<sup>3</sup> per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times the identified interruptible minimum annual delivery charge, and if applicable, a gas supply charge provided in Schedule "A".

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

Interruptible Minimum Annual Delivery Charge	3.1075	¢ per m <sup>3</sup>
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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 plus the facility carbon charge and if applicable, the identified federal carbon charge and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup> for all gas supply volumes purchased.

Unauthorized Overrun Delivery Charge	6.1248	¢ per m <sup>3</sup>
Federal Carbon Charge (if applicable)	3.9100	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Overrun Delivery Charge)	0.0084	¢ per m <sup>3</sup>

Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 233.8800 ¢ per m<sup>3</sup> (\$60 per GJ) for the delivery.

4. Non-Interruptible Service

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

- a) The monthly demand charge for firm daily deliveries will be 36.6982 ¢ per m<sup>3</sup>.
- b) The commodity charge for firm service shall be the rate for firm service at Union's firm rates net of a monthly demand charge of 36.6982 ¢ per m<sup>3</sup> of daily contracted demand. The commodity charge includes the facility carbon charge related to the firm service.
- c) The interruptible commodity charge will be established under Clause 1 of this schedule.
- d) The federal carbon charge of 3.9100 ¢ per m<sup>3</sup>, if applicable.

**(D) Delayed Payment**

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

**(E) Direct Purchase**

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

**(F) Bundled Direct Purchase Delivery**

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

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

Effective January 1, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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

**(C) Rates**

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

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

(i) A Monthly Demand Charge

A negotiated Monthly Demand Charge for each m<sup>3</sup> of daily contracted firm demand up to 34.0607 ¢ per m<sup>3</sup>

(ii) A Monthly Delivery Commodity Charge

(1) A Monthly Firm Delivery Commodity Charge for all firm volumes of 0.2315 ¢ per m<sup>3</sup>  
and a Delivery - Price Adjustment of - ¢ per m<sup>3</sup>

(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 6.1711 ¢ per m<sup>3</sup>  
and a Delivery - Price Adjustment of - ¢ per m<sup>3</sup>

(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 5.9270 ¢ per m<sup>3</sup>  
and a Delivery - Price Adjustment of - ¢ per m<sup>3</sup>

(ii) Carbon Charges

Federal Carbon Charge (if applicable) 3.9100 ¢ per m<sup>3</sup>  
Facility Carbon Charge (in addition to Delivery Charge) 0.0084 ¢ per m<sup>3</sup>

(iii) Gas Supply Charge (if applicable)

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

(iv) Overrun Gas

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

Unauthorized overrun gas taken in any month shall be paid for at the M1 rate in effect at the time the overrun occurs, including the identified facility carbon charge, and if applicable, the identified federal carbon charge and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup> for all the gas supply volumes purchased.

Federal Carbon Charge (if applicable) 3.9100 ¢ per m<sup>3</sup>  
Facility Carbon Charge (in addition to Overrun Delivery Charge) 0.0084 ¢ per m<sup>3</sup>

Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 233.8800 ¢ per m<sup>3</sup> (\$60 per GJ) for the delivery.

Note:

(1) Effective July 1, 2019, Rate M7 customers will be charged a one-time adjustment annually set at the equivalent of one dollar per month to comply with Ontario Regulation 24/19 for the expansion of natural gas distribution systems within Ontario.

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 plus the facility carbon charge and if applicable, the identified federal carbon charge and the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup>.

Commissioning and Decommissioning Rate	4.3892	¢ per m <sup>3</sup>
Federal Carbon Charge (if applicable)	3.9100	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Commissioning and Decommissioning Rate)	0.0084	¢ per m <sup>3</sup>

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

**(D) Delayed Payment**

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

**(E) Direct Purchase**

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

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

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

Effective January 1, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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. | 24.3598 ¢ per m <sup>3</sup>                          |
| (ii) A Delivery Commodity Charge for gas delivered of<br>and a Delivery - Price Adjustment of  | 0.1211 ¢ per m <sup>3</sup><br>- ¢ per m <sup>3</sup> |
| (iii) Facility Carbon Charge (in addition to Delivery Commodity Charge)  | 0.0084 ¢ per m <sup>3</sup>                           |
| (iv) 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.

**(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 plus the facility carbon 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 unauthorized overrun delivery charge plus the facility carbon charge.

Authorized Overrun Delivery Charge	0.922 ¢ per m <sup>3</sup>
Unauthorized Overrun Delivery Charge	36.0000 ¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Overrun Delivery Charge)	0.0084 ¢ per m <sup>3</sup>

**(G) Bundled Direct Purchase Delivery**

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

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

Effective January 1, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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                                       | 7.6190 ¢ per m <sup>3</sup> |
| 2. Facility Carbon Charge (in addition to Delivery Commodity Charge) of | 0.0084 ¢ per m <sup>3</sup> |
| 3. 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 plus the facility carbon charge and if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m<sup>3</sup>, plus 7¢ per m<sup>3</sup> for all gas supply volumes purchased.

Unauthorized Overrun Delivery Charge	6.1248 ¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Overrun Delivery Charge)	0.0084 ¢ per m <sup>3</sup>

**(G) Bundled Direct Purchase Delivery**

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

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

Effective January 1, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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**

	<u>Demand Charge Rate/GJ/month</u>	<u>Commodity Charges/Credits Rate/GJ</u>
a) Transportation by Union For gas delivered to Union at any point other than the Ontario Point(s) of Receipt, Union will charge a customer all approved tolls and charges, incurred by Union to transport the gas to the Ontario		
b) Firm Backstop Gas Applied to the contracted Firm Backstop Gas Supply Service	\$1.348	
Backstop Gas Commodity Charge On all quantities supplied by Union to the Ontario Point(s) of Receipt		\$3.379
c) Reasonable Efforts Backstop Gas Paid on all quantities of gas supplied by Union to the customer's Point(s) of Consumption		\$4.473
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		\$2.900
f) Short Term Storage / Balancing Service (2)  Maximum		\$6.000
g) Discretionary Gas Supply Service ("DGSS")		Note (3)
h) Parkway Delivery Commitment Incentive ("PDCI")		\$(0.144)

Notes:

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

(2) Short Term Storage / Balancing Service is:

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

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

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

(3) Discretionary Gas Supply Service price reflects the "back-to-back" price plus gas supply administration charge.

Effective January 1, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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 m<sup>3</sup> or greater and has a daily firm contracted demand up to 140,870 m<sup>3</sup>; and
- b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for use at facilities located within Union's gas franchise area; and
- c) who has meters with electronic recording at each Point of Consumption; and
- d) who has site specific energy measuring equipment that will be used in determining energy balances; and
- e) for whom Union has determined transportation and/or storage capacity is available.

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

**(C) Rates**

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

**STORAGE SERVICE:**

	<u>Demand Charge Rate/GJ/mo</u>	<u>Commodity Charge Rate/GJ</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.011			
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory	\$1.579			
Customer provides deliverability Inventory (4)	\$1.355			
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	\$1.355			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.355			

	<u>Demand Charge Rate/GJ/mo</u>	<u>Commodity Charge Rate/GJ</u>	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
<u>For Customers Providing Their Own Compressor Fuel</u>				
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum				
Daily Storage Withdrawal Quantity		\$0.024	0.417%	\$0.012
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.024	0.417%	\$0.012
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.
8. Short Term Storage / Balancing Service is:
  - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, or
  - ii) short-term firm deliverability, or
  - iii) a component of an operational balancing service offered.

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

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

**TRANSPORTATION CHARGES:**

	Demand Charge	Union Providing Compressor Fuel	For Customers Providing Their Own Compressor Fuel	
		Commodity Charge	Fuel Ratio (5)	Commodity Charge
	<u>Rate/m<sup>3</sup>/mo</u>	<u>Rate/m<sup>3</sup></u>		<u>Rate/m<sup>3</sup></u>
a) Annual Firm Transportation I Applied to the Firm Daily Contract Demand				
First 28,150 m <sup>3</sup> per month	41.5687 ¢			
Next 112,720 m <sup>3</sup> per month	29.0633 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the customer's Point(s) of Consumption Commodity Charge (All volumes)		0.1439 ¢	0.338%	0.1054 ¢
c) Interruptible Transportation Commodity Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption Maximum		6.1711 ¢	0.338%	6.1326 ¢
d) Carbon Charges				
Federal Carbon Charge (if applicable)		3.9100 ¢		3.9100 ¢
Facility Carbon Charge (in addition to Transportation Commodity Charge(s))		0.0084 ¢		0.0084 ¢

Notes:

1. All demand charges are paid monthly during the term of the contract for not less than one year unless Union, at its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.
2. In negotiating the rate to be charged for the transportation of gas under Interruptible Transportation, the matters that are to be considered include:
  - a) The amount of the interruptible transportation for which customer is willing to contract,
  - b) The anticipated load factor for the interruptible transportation quantities,
  - c) Interruptible or curtailment provisions, and
  - d) Competition.
3. In each contract year, the customer shall pay for a Minimum Interruptible Transportation Activity level as specified in the Contract. Overrun activity will not contribute to the minimum activity level.
4. Transportation fuel ratios do not apply to customers served from dedicated facilities directly connected to third party transmission systems with custody transfer metering at the interconnect.
5. Either Union or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates and other charges different from the rates and other charges specified herein if the changed rates and other charges are considered by either party to be necessary, desirable and in the public interest.

**SUPPLEMENTAL CHARGES:**

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

Notes:

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

**OVERRUN SERVICE:**

**1. Annual Storage Space**

Authorized

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

Unauthorized

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

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

**2. Injection, Withdrawals and Transportation**

Authorized

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

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

Firm or Interruptible Service

	Union Providing Compressor Fuel		For Customers Providing Their Own Compressor Fuel	
	Commodity Charge	Fuel Ratio	Fuel Ratio	Commodity Charge
Storage Injections	\$0.090/GJ	0.903%	0.903%	\$0.064/GJ
Storage Withdrawals	\$0.090/GJ	0.903%	0.903%	\$0.064/GJ
Transportation	1.5105 ¢/m <sup>3</sup>	0.338%	0.338%	1.4720 ¢/m <sup>3</sup>
<u>Carbon Charges</u>				
Federal Carbon Charge (if applicable)	3.9100 ¢/m <sup>3</sup>			3.9100 ¢/m <sup>3</sup>
Facility Carbon Charge (in addition to Transportation Commodity Charge)	0.0084 ¢/m <sup>3</sup>			0.0084 ¢/m <sup>3</sup>

Unauthorized

For all quantities on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged the identified unauthorized overrun charge, as appropriate.

Unauthorized Overrun Storage Injections and Withdrawals Charge	\$1.571	per GJ
Unauthorized Overrun Transportation Charge	6.1248	¢ per m <sup>3</sup>
Carbon Charges		
Federal Carbon Charge (if applicable)	3.9100	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Overrun Transportation Charge)	0.0084	¢ per m <sup>3</sup>

Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 233.8800 ¢ per m<sup>3</sup> (\$60 per GJ) for the delivery.

**3. Storage / Balancing Service**

Authorized

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

	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 Consumption, a Monthly Charge shall be applied as follows:

Monthly Charge	\$1,998.27
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**2. Diversion of Gas**

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

**3. Delivery Obligations**

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

#### 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](http://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.

PDCI

Rate/GJ

\$(0.144)

#### (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, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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 m<sup>3</sup>. Firm and/or interruptible daily contracted demand of less than 140,870 m<sup>3</sup> cannot be combined for the purposes of qualifying for this rate class; and
- b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for use at facilities located within Union's gas franchise area; and
- c) who has meters with electronic recording at each Point of Consumption; and
- d) who has site specific energy measuring equipment that will be used in determining energy balances; and
- e) for whom Union has determined transportation and/or storage capacity is available.

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

**(C) Rates**

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

**STORAGE SERVICE:**

	<u>Demand Charge Rate/GJ/mo</u>	<u>Commodity Charge Rate/GJ</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.011			
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory	\$1.579			
Customer provides deliverability Inventory (4)	\$1.355			
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	\$1.355			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.355			

	Demand Charge Rate/GJ/mo	Commodity Charge Rate/GJ	For Customers Providing Their Own Compressor Fuel	
			Fuel Ratio	Commodity Charge Rate/GJ
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.024	0.417%	\$0.012
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.024	0.417%	\$0.012
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		\$0.090	0.903%	\$0.064

Notes:

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

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

3.1 Aggregate Excess

Aggregate excess is the difference between the customer's total 151-day winter consumption (November 1 through March 31) and the customer's average daily consumption (Daily Contract Quantity) for the contract year multiplied by 151 days of winter. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

3.2 Obligated daily contract quantity multiple of 15

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

3.3 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m<sup>3</sup>/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 multiple of 10

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

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

4. Annual Injection/Withdrawal Right

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

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

4.2 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m<sup>3</sup>/day) gas fired power generation customers, the maximum entitlement of firm storage deliverability is 24 times the customer's peak hourly consumption, with 1.2% firm deliverability available at the rates specified herein.

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

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

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

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

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

8. Short Term Storage / Balancing Service is:

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

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

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

**TRANSPORTATION CHARGES:**

	Demand Charge	Union Providing Compressor Fuel	For Customers Providing Their Own Compressor Fuel	
		Commodity Charge	Fuel Ratio (5)	Commodity Charge
	<u>Rate/m<sup>3</sup>/mo</u>	<u>Rate/m<sup>3</sup></u>		<u>Rate/m<sup>3</sup></u>
a) Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand				
First 140,870 m <sup>3</sup> per month	31.8916 ¢			
All over 140,870 m <sup>3</sup> per month	17.3236 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the customer's Point(s) of Consumption Commodity Charge (All volumes)		0.0533 ¢	0.293%	0.0199 ¢
c) Interruptible Transportation Commodity Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption Maximum		6.1711 ¢	0.293%	6.1377 ¢
d) Carbon Charges				
Federal Carbon Charge (if applicable)		3.9100 ¢		3.9100 ¢
Facility Carbon Charge (in addition to Transportation Commodity Charge(s))		0.0084 ¢		0.0084 ¢

Notes:

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

**SUPPLEMENTAL CHARGES:**

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

Notes:

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

**OVERRUN SERVICE:**

**1. Annual Storage Space**

Authorized

Authorized Overrun is provided as Storage/Balancing Service. It is payable on all quantities on any Day in excess of the customer's contracted Maximum Storage Space. Overrun will be authorized by Union at its sole discretion. Storage Space Overrun equal to the customer's firm deliveries from TCPL: less the customer's Firm Daily Contract Demand, all multiplied by the Days of Interruption called during the period of November 1 to March 31, will be automatically authorized until the following July 1. Authorized Overrun is not applicable to the Daily Variance Account.

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. 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.

	<u>Union Providing Compressor Fuel Commodity Charge</u>	<u>For Customers Providing Their Own Compressor Fuel Fuel Ratio</u>	<u>Commodity Charge</u>
Storage Injections	\$0.090/GJ	0.903%	\$0.064/GJ
Storage Withdrawals	\$0.090/GJ	0.903%	\$0.064/GJ
Transportation	1.1018 ¢/m <sup>3</sup>	0.293%	1.0684 ¢/m <sup>3</sup>
<u>Carbon Charges</u>			
Federal Carbon Charge (if applicable)	3.9100 ¢/m <sup>3</sup>		3.9100 ¢/m <sup>3</sup>
Facility Carbon Charge (in addition to Transportation Commodity Charge)	0.0084 ¢/m <sup>3</sup>		0.0084 ¢/m <sup>3</sup>

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	\$1.571	per GJ
Unauthorized Overrun Transportation Charge	6.1248	¢ per m <sup>3</sup>
<u>Carbon Charges</u>		
Federal Carbon Charge (if applicable)	3.9100 ¢/m <sup>3</sup>	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Overrun Transportation Charge)	0.0084 ¢/m <sup>3</sup>	¢ per m <sup>3</sup>

Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 233.8800 ¢ per m<sup>3</sup> (\$60 per GJ) for the delivery.

### 3. Storage / Balancing Service

#### Authorized

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

	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 Consumption, a Monthly Charge shall be applied as follows:

Monthly Charge	\$6,148.68
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##### 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](http://www.uniongas.com/business/account-services/unionline/contracts-rates/T1-service-features)

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

##### 4. Nominations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m<sup>3</sup>/day who have non obligated deliveries may contract to use Union's 5 additional nomination windows (13 in total) for the purposes of delivering gas to Union. These windows are in addition to the standard NAESB and TCPL STS nomination windows. Customers taking the additional nomination window service will pay an additional monthly demand charge of \$0.072/GJ/day/month multiplied by the non-obligated daily contract quantity.

**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](http://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.

**6. Parkway Delivery Commitment Incentive ("PDCI")**

For all Parkway Delivery Obligation ("PDO") volumes delivered to Union.

Rate/GJ

PDCI

\$(0.144)

**(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, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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 m<sup>3</sup> or greater; and
- b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for distribution to its customers; and
- c) who has meters with electronic recording at each Point of Redelivery; and
- d) for whom Union has determined transportation and/or storage capacity is available.

**(C) Rates**

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

**STORAGE SERVICE:**

	<u>Demand Charge Rate/GJ/mo</u>	<u>Commodity Charge Rate/GJ</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.011			
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory	\$1.579			
Customer provides deliverability Inventory (4)	\$1.355			
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	\$1.355			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.355			
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.024	0.417%	\$0.012
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.024	0.417%	\$0.012
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 to be the greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.

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

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

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

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

**TRANSPORTATION CHARGES:**

	Demand Charge	Union Providing	For Customers Providing	
		Compressor Fuel	For Customers Providing	Their Own Compressor Fuel
		Commodity	Fuel	Commodity
		Charge	Ratio	Charge
	<u>Rate/m<sup>3</sup>/mo</u>	<u>Rate/m<sup>3</sup></u>		<u>Rate/m<sup>3</sup></u>
a) Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand	18.4402 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the Customer's Point(s) of Redelivery		0.0932 ¢	0.401%	0.0475 ¢
c) Facility Carbon Charge (in addition to Transportation Commodity Charge)		0.0084 ¢		0.0084 ¢

Notes:

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

**SUPPLEMENTAL CHARGES**

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

Notes:

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

**OVERRUN SERVICE**

**1. Annual Storage Space**

Authorized

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

Unauthorized

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

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

## 2. Injection, Withdrawals and Transportation

### Authorized

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

	Union Providing Compressor Fuel Commodity Charge	For Customers Providing Their Own Compressor Fuel	
		Fuel Ratio	Commodity Charge
Storage Injections	\$0.090/GJ	0.903%	\$0.064/GJ
Storage Withdrawals	\$0.090/GJ	0.903%	\$0.064/GJ
Transportation	0.6995 ¢/m <sup>3</sup>	0.401%	0.6538 ¢/m <sup>3</sup>
Facility Carbon Charge (in addition to Transportation Commodity Charge)	0.0084 ¢/m <sup>3</sup>		0.0084 ¢/m <sup>3</sup>

### Unauthorized

For all quantities on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged the identified unauthorized overrun charge, as appropriate.

Unauthorized Overrun Storage Injections and Withdrawals Charge	\$9.236	per GJ
Unauthorized Overrun Transportation Charge	36.0000	¢ per m <sup>3</sup>
Facility Carbon Charge (in addition to Overrun Transportation Charge)	0.0084	¢ per m <sup>3</sup>

## 3. Short Term Storage Services

### Authorized

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

	Firm Service Rate/GJ
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:

	<u>Monthly Charge</u>
City of Kitchener	\$ 20,996.25
EPCOR Natural Gas (Aylmer)	\$ 3,223.14
Six Nations	\$ 1,074.38

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.	<u>Rate/GJ</u>
PDCI	\$(0.144)

### (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, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

Effective  
2020-01-01  
Schedule "A"

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<sup>3</sup>

Utility Sales

Commodity and Fuel	11.3025 (1)
Commodity and Fuel - Price Adjustment	2.0424 (2)
Transportation	-
Total Gas Supply Commodity Charge	<u>13.3449</u>

Minimum Annual Gas Supply Commodity Charge

Rate M4 Firm and Rate M5A Interruptible Contract	0.1949
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Storage and Transportation Supplemental Services - Rate T1, Rate T2 & Rate T3

\$/GJ

Monthly demand charges:

Firm gas supply service	46.946
Firm backstop gas	1.348

Commodity charges:

Gas supply	2.922
Backstop gas	3.379

Reasonable Efforts Backstop Gas	4.473
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Supplemental Inventory	Note (3)
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Supplemental Gas Sales Service (cents / m <sup>3</sup> )	14.2182
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Failure to Deliver: Applied to quantities not delivered to Union in the event the customer's supply fails	2.900
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Discretionary Gas Supply Service (DGSS)	Note (4)
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Notes:

- (1) The Commodity and Fuel rate includes a gas supply administration charge of 0.19490 cents/m<sup>3</sup>.
- (2) Prospective recovery of gas supply deferral accounts, and a temporary charge of 0.0037 for the period November 1, 2019 to December 31, 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, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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**

	<u>Demand Charge Rate/GJ/mo</u>	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.025		
b) Injection Commodity		0.417%	\$0.030
c) Withdrawal Commodity		0.417%	\$0.030
ii) Standard Peaking Service (SPS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.131		
b) Injection Commodity		0.417%	\$0.030
c) Withdrawal Commodity		0.903%	\$0.030
iii) Supplemental Service			
a) Incremental Firm Injection Right: (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$1.199		

	<u>Demand Charge Rate/GJ/mo</u>	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
b) Incremental Firm Withdrawal Right: (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$1.199		
c) Short Term Storage / Balancing Service - Maximum			\$6.000

Notes:

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

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

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

5. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

**OVERRUN SERVICE**

**1. Injection and Withdrawal**

Authorized	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
Injection	0.903%	\$0.069
Withdrawal	0.903%	\$0.069
Unauthorized		

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

**OTHER SERVICES & CHARGES**

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

**2. Parkway Delivery Commitment Incentive ("PDCI")**

For all Parkway Delivery Obligation ("PDO") volumes delivered to Union.

Rate/GJ

PDCI

\$(0.144)

**(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, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

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 (applied to daily contract demand) <u>Rate/GJ</u>	<u>Fuel and Commodity Charges</u>		
		<u>Union Supplied Fuel</u> Fuel and Commodity Charge <u>Rate/GJ</u>	<u>Shipper Supplied Fuel</u> Fuel <u>Ratio %</u> <b>AND</b> Commodity Charge <u>Rate/GJ</u>	
<b><u>Firm Transportation (1), (5)</u></b>				
Dawn to Parkway	\$3.632	Monthly fuel and commodity rates shall be in accordance with schedule "C".	Monthly fuel ratios shall be in accordance with schedule "C".	
Dawn to Kirkwall	\$3.083			
Kirkwall to Parkway	\$0.550			
<b><u>M12-X Firm Transportation</u></b>				
Between Dawn, Kirkwall and Parkway	\$4.488	Monthly fuel and commodity rates shall be in accordance with schedule "C".	Monthly fuel ratios shall be in accordance with schedule "C".	
<b><u>Limited Firm/Interruptible Transportation (1)</u></b>				
Dawn to Parkway – Maximum	\$8.717	Monthly fuel and commodity rates shall be in accordance with schedule "C".	Monthly fuel ratios shall be in accordance with schedule "C".	
Dawn to Kirkwall – Maximum	\$8.717			
Parkway (TCPL / EGT) to Parkway (Cons) / Lisgar (2)	n/a	n/a	0.162%	
<b><u>Carbon Charge (applied to all quantities transported)</u></b>				
Facility Carbon Charge		\$0.002	\$0.002	

(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.

	<u>Fuel and Commodity Charges</u>			
	<u>Union Supplied Fuel</u> Fuel and Commodity Charge Rate/GJ	<u>Shipper Supplied Fuel</u>		<u>Commodity Charge</u> Rate/GJ
		<u>Fuel</u> Ratio %	<u>AND</u>	
<b><u>Transportation Overrun</u></b>				
Dawn to Parkway	Monthly fuel and commodity rates shall be in accordance with schedule "C".	Monthly fuel ratios shall be in accordance with schedule "C".		\$0.119
Dawn to Kirkwall				\$0.101
Kirkwall to Parkway				\$0.018
Parkway (TCPL) Overrun (4)	n/a	0.737%		n/a
<b><u>M12-X Firm Transportation</u></b>				
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".		\$0.148
<b><u>Carbon Charge (applied to all quantities transported)</u></b>				
Facility Carbon Charge	\$0.002			\$0.002

**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 \$0.072/GJ/day/month will be applicable for customers contracting for firm all day transportation service in addition to the demand charges appearing on this schedule for firm transportation service to either Kirkwall or Parkway.

**(D) Transportation Commodity**

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

$$YCR = \sum_{1}^{4} [(0.001620 \times (QT1 + QT3)) + (DSFx(QT1 + QT3)) + F_{ST}] \text{ For June 1 to Sept. 30}$$

plus

$$\sum_{5}^{12} [(0.001620 \times (QT1 + QT3)) + (DWFxQT1) + F_{WT}] \text{ For Oct. 1 to May 31}$$

$$YCRR = \sum_{1}^{4} [(0.001620 \times (QT1 + QT3)) + (DSFx(QT1 + QT3)) + F_{ST}] \times R \text{ For June 1 to Sept. 30}$$

plus

$$\sum_{5}^{12} [(0.001620 \times (QT1 + QT3)) + (DWFxQT1) + F_{WT}] \times R \text{ For Oct. 1 to May 31}$$

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

in which:

YC Yearly Commodity Required

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

YCRR Yearly Commodity Revenue Required

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

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

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

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

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

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

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

**(D) Transportation Commodity (Cont'd)**

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

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

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

Notes

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

**(E) Provision for Compressor Fuel**

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

**Transportation Fuel**

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

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

Transportation Fuel Quantity = Transportation Quantity x Transportation Fuel Ratio.

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

Nominations

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

**(F) Terms of Service**

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

**(G) Nominations**

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

**(H) Monthly Fuel Rates and Ratios**

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

**(I) Receipt and Delivery Points and Pressures**

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

Effective January 1, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

**UNION SOUTH - RATE M12  
GENERAL TERMS & CONDITIONS**

**I. DEFINITIONS**

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

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

18. "TCPL" means TransCanada PipeLines Limited;
19. "cricondenthem 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. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's 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 cricondenthem 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.

## SCHEDULE "A"

3. Non-conforming 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.
4. Quality of Gas Received: 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. Storage, Transportation, and/or Sales Unit: The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) at Union's discretion.
2. Determination of Volume and Energy:
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), RSC 1985, c E-4- (the "**Act**") and the Electricity and Gas Inspection Regulations, 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

*Intentionally blank*

### VI. FACILITIES ON SHIPPER'S PROPERTY

## SCHEDULE "A"

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

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

### VII. MEASURING EQUIPMENT

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by their regulatory body.
3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party 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 redeliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.

## SCHEDULE "A"

6. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
7. Error in Metering or Meter Failure: 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. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

### IX. PAYMENTS

1. Monthly Payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20<sup>th</sup>) day of the month.
2. Remedies for Non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
  - a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment.
  - b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend service(s) until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

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

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

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such

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

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act of the Province of Ontario, or any act passed in amendment thereof or substitution thereof, 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.

## SCHEDULE "A"

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. 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;

"**cricondenthem 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 Ontario Energy Board Act, 1998, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;

"**gross heating value**" shall mean the total heat expressed in megajoules per cubic metre (MJ/m<sup>3</sup>) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

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

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

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

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

"**joule**" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "**megajoule**" (MJ) shall mean 1,000,000 joules. The term "**gigajoule**" (GJ) shall mean 1,000,000,000 joules;

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

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

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

"**NAESB**" shall mean North American Energy Standards Board;

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

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

"**pascal**" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "**kilopascal**" (kPa) shall mean 1,000 pascals;

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

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

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

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

"**TCPL**" means TransCanada PipeLines Limited;

"**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. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's 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 cricondenthem 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. Non-conforming 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.
4. Quality of Gas Received: 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. Storage, Transportation, and/or Sales Unit: The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) at Union's discretion.
2. Determination of Volume and Energy:
- a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), RSC 1985, c E-4- (the "Act") and the Electricity and Gas Inspection Regulations, SOR 86/131 (the "Regulations"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
  - b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.
  - c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.
  - d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

**IV. RECEIPT POINT AND DELIVERY POINT**

1. Unless otherwise specified in the Contract, the point or points of receipt and point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where possession of the gas changes from one party to the other, and as per Schedule "D 2010".

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

1. Possession of Gas: 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. 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**

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

**VII. MEASURING EQUIPMENT**

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by its regulatory body.
3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.

## SCHEDULE "A 2010"

4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party 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. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
7. Error in Metering or Meter Failure: 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. Monthly Billing Date: Union shall render bills on or before the tenth (10<sup>th</sup>) day of each month for all Transportation Services furnished during the preceding Month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding Month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the tenth (10<sup>th</sup>) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.
3. Amendment of Statements: 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. PAYMENTS**

1. Monthly Payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. If the payment date is not a Business Day, then payment must be received in Union's account on the first Business Day preceding the twentieth (20<sup>th</sup>) day of the month.
2. Remedies for Non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,

- a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment; 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. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "**bill next following**" shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within 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. Taxes: In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Union.
5. Set Off: If either party shall, at any time, be in arrears under any of its payment obligations to the other party under the Contract, then the party not in arrears shall be entitled to reduce the amount payable by it to the other party in arrears under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to the other party. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas under the Contract or any enhancement to the Contract, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act, 1991, or any act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

1. Definition: 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. Notice: 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. Notice of Remedy: 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. Obligation to Perform: 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. Proration of Firm Transportation Service: If, due to the occurrence of an event of force majeure as outlined above, the capacity for gas deliveries by Union is impaired, it will be necessary for Union to curtail Shipper's gas receipts to Union hereunder, via proration based on utilization of such facilities for the Day. This prorating shall be determined by

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

**XII. DEFAULT AND TERMINATION**

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

**XIII. AMENDMENT**

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. Requests for Transportation Service: 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. Expansion Facilities: 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. Open Seasons: 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. Awarding Open Season Capacity: 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. Available Capacity Previously Offered in Open Season: 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. RENEWALS**

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

**XVIII. SERVICE CURTAILMENT**

1. Right to Curtail: 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 in-franchise 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. Capacity Procedures: 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. Maintenance: 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. Shipper's Warranty: 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. Financial Representations: 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. Permanent Assignment: Shipper may assign the Contract to a third party ("Assignee"), up to the Contract Demand, (the "Capacity Assigned"). Such assignment shall require the prior written consent of Union and release of obligations by Union for the Capacity Assigned from the date of assignment. Such consent and release shall not be unreasonably withheld and shall be conditional upon the Assignee providing, amongst other things, financial assurances as per Article XXI herein. Any such assignment will be for the full rights, obligations and remaining term of the Contract as relates to the Capacity Assigned.
2. Temporary Assignment: 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 Assigned Quantity to the extent that Assignee fails to do so.
3. Title to Gas: 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. Union Conditions: 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. Shipper Conditions: 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. Satisfaction of Conditions: Union and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfill 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. Non-Satisfaction of Conditions: 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

- 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 service, 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 Shipper or unless Union gives Shipper written notice that it is not acceptable in accordance with either (a) or (b) of this schedule.
- g) Except for periods of gas or quantity balancing as provided in the Contract, nominations by Shipper for deliveries to Union and redeliveries by Union shall be the same delivery of gas by Union either to Shipper or a Shipper's Account with Union.

UNION 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 Quantities Available. If the Revised Nomination (delivered with the time allowed as required above) is less than the Quantity Available, then such lesser 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

SCHEDULE "B 2010"

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

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

**UNION GAS LIMITED**  
**M12 Monthly Transportation Fuel Ratios and Rates**  
 Firm or Interruptible Transportation Commodity  
Effective January 1, 2020

Month	VT1 Easterly Dawn to Parkway (TCPL), Parkway (EGT) With Dawn Compression		VT1 Easterly Dawn to Kirkwall, Lisgar, Parkway (Consumers) With Dawn Compression		M12-X Westerly Kirkwall to Dawn	
	Fuel Ratio (%)	Fuel and Commodity Rate (\$/GJ)	Fuel Ratio (%)	Fuel and Commodity Rate (\$/GJ)	Fuel Ratio (%)	Fuel and Commodity Rate (\$/GJ)
April	0.899	0.026	0.559	0.016	0.162	0.005
May	0.640	0.019	0.382	0.011	0.162	0.005
June	0.535	0.016	0.282	0.008	0.162	0.005
July	0.519	0.015	0.269	0.008	0.162	0.005
August	0.414	0.012	0.163	0.005	0.162	0.005
September	0.410	0.012	0.163	0.005	0.162	0.005
October	0.768	0.022	0.472	0.014	0.162	0.005
November	0.915	0.027	0.639	0.019	0.162	0.005
December	1.036	0.030	0.760	0.022	0.162	0.005
January	1.193	0.035	0.902	0.026	0.162	0.005
February	1.133	0.033	0.850	0.025	0.162	0.005
March	1.057	0.031	0.760	0.022	0.162	0.005

Month	M12-X Easterly Kirkwall to Parkway (TCPL), Parkway (EGT)		M12-X Easterly Kirkwall to Lisgar, Parkway (Consumers)		M12-X Westerly Parkway to Kirkwall, Dawn	
	Fuel Ratio (%)	Fuel and Commodity Rate (\$/GJ)	Fuel Ratio (%)	Fuel and Commodity Rate (\$/GJ)	Fuel Ratio (%)	Fuel and Commodity Rate (\$/GJ)
April	0.501	0.015	0.162	0.005	0.307	0.009
May	0.420	0.012	0.162	0.005	0.307	0.009
June	0.415	0.012	0.162	0.005	0.307	0.009
July	0.413	0.012	0.162	0.005	0.307	0.009
August	0.413	0.012	0.162	0.005	0.307	0.009
September	0.409	0.012	0.162	0.005	0.307	0.009
October	0.457	0.013	0.162	0.005	0.307	0.009
November	0.437	0.013	0.162	0.005	0.162	0.005
December	0.437	0.013	0.162	0.005	0.162	0.005
January	0.452	0.013	0.162	0.005	0.162	0.005
February	0.444	0.013	0.162	0.005	0.162	0.005
March	0.459	0.013	0.162	0.005	0.162	0.005

**UNION GAS LIMITED**  
**M12 Monthly Transportation Authorized Overrun Fuel Ratios and Rates**  
 Firm or Interruptible Transportation Commodity  
Effective January 1, 2020

Month	VT1 Easterly Dawn to Parkway (TCPL), Parkway (EGT) With Dawn Compression		VT1 Easterly Dawn to Kirkwall, Lisgar, Parkway (Consumers) With Dawn Compression		M12-X Westerly Kirkwall to Dawn	
	Fuel Ratio (%)	Fuel and Commodity Rate (\$/GJ)	Fuel Ratio (%)	Fuel and Commodity Rate (\$/GJ)	Fuel Ratio (%)	Fuel and Commodity Rate (\$/GJ)
April	1.534	0.164	1.194	0.154	0.797	0.171
May	1.275	0.157	1.017	0.149	0.797	0.171
June	1.169	0.154	0.917	0.146	0.797	0.171
July	1.154	0.153	0.903	0.146	0.797	0.171
August	1.049	0.150	0.798	0.143	0.797	0.171
September	1.044	0.150	0.798	0.143	0.797	0.171
October	1.403	0.160	1.107	0.152	0.797	0.171
November	1.549	0.165	1.274	0.157	0.797	0.171
December	1.670	0.168	1.395	0.160	0.797	0.171
January	1.828	0.173	1.537	0.164	0.797	0.171
February	1.768	0.171	1.485	0.163	0.797	0.171
March	1.692	0.169	1.395	0.160	0.797	0.171

  

Month	M12-X Easterly Kirkwall to Parkway (TCPL), Parkway (EGT)		M12-X Easterly Kirkwall to Lisgar, Parkway (Consumers)		M12-X Westerly Parkway to Kirkwall, Dawn	
	Fuel Ratio (%)	Fuel and Commodity Rate (\$/GJ)	Fuel Ratio (%)	Fuel and Commodity Rate (\$/GJ)	Fuel Ratio (%)	Fuel and Commodity Rate (\$/GJ)
April	1.136	0.181	0.797	0.171	0.942	0.175
May	1.055	0.178	0.797	0.171	0.942	0.175
June	1.050	0.178	0.797	0.171	0.942	0.175
July	1.048	0.178	0.797	0.171	0.942	0.175
August	1.048	0.178	0.797	0.171	0.942	0.175
September	1.044	0.178	0.797	0.171	0.942	0.175
October	1.092	0.179	0.797	0.171	0.942	0.175
November	1.072	0.179	0.797	0.171	0.797	0.171
December	1.072	0.179	0.797	0.171	0.797	0.171
January	1.087	0.179	0.797	0.171	0.797	0.171
February	1.079	0.179	0.797	0.171	0.797	0.171
March	1.094	0.180	0.797	0.171	0.797	0.171

**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	<b><u>DAWN (FACILITIES):</u></b>	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	<b><u>DAWN (TCPL):</u></b>	At the junction of Union's and TCPL's facilities, at or adjacent to Dawn (Facilities).
R	<b><u>DAWN (TECUMSEH):</u></b>	At the junction of Union's and Enbridge Gas Inc.'s (Enbridge) Tecumseh Gas Storage's facilities, at or adjacent to Dawn (Facilities).
R	<b><u>DAWN (TSLE):</u></b>	At the junction of Union's and Enbridge's NPS 16 Tecumseh Sombra Line Extension facilities; at or adjacent to Dawn (Facilities).
R	<b><u>DAWN (VECTOR):</u></b>	At the junction of Union's and Vector Pipeline Limited Partnership ("Vector") facilities, at or adjacent to Dawn (Facilities).
R,D	<b><u>PARKWAY (TCPL):</u></b>	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	<b><u>KIRKWALL:</u></b>	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	<b><u>PARKWAY (CONSUMERS):</u></b>	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	<b><u>PARKWAY (EGT):</u></b>	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	<b><u>LISGAR:</u></b>	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.

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

	Demand Charge Rate/Month	Commodity Charge Rate/GJ	Union Supplied Fuel	Shipper Supplied Fuel	
			Fuel and Commodity Charge Rate/GJ	Fuel Ratio %	AND
1. Monthly fixed charge per Customer Station	\$980.50				
2. Transmission Commodity Charge		\$0.036			
3. Delivery Commodity Charge			\$0.005	0.162%	
4. Facility Carbon Charge (in addition to the Delivery Commodity Charge)			\$0.002		\$0.002

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

5. Overrun Services

Authorized Overrun

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

	Union Supplied Fuel	Shipper Supplied Fuel		
	Fuel and Commodity Charge Rate/GJ	Fuel Ratio %	AND	Commodity Charge Rate/GJ
Authorized Overrun Charge	\$0.127	0.162%		\$0.123
Facility Carbon Charge (in addition to the Authorized Overrun Charge)	\$0.002			\$0.002

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, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

UNION SOUTH - RATE M13  
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 cost of construction, installation and connection of any required meter station as described in Article IX, Section 6, the obtaining of all governmental, regulatory and other third party approvals, and the obtaining of rights of way) whether resulting from Union's negligence or not, except for any costs that have arisen from the gross negligence, fraud, or wilful misconduct of Union;

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

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

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

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

**"cricondenthem 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 Ontario Energy Board Act, 1998, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;

"gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m<sup>3</sup>) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

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

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

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

"joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

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

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

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

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

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

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

"OEB" means the Ontario Energy Board;

"pascal" "(Pa)" shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" "(kPa)" shall mean 1,000 pascals;

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

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

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

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

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

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

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

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

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

"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. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's 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 cricondenthem 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,
  - l. shall not be odourized by Shipper.
3. Non-conforming Gas:
- 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. Quality of Gas Received: 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. Quality of Gas at Dawn: The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Union in this Article II, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.

### III. MEASUREMENTS

- 1. Service Unit: The unit of the gas delivered to Union shall be a quantity of 10<sup>3</sup>m<sup>3</sup>. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) at Union's discretion.
- 2. Determination of Volume and Energy:
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), RSC 1985, c E-4- (the "Act") and the Electricity and Gas Inspection Regulations, 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. Possession of Gas: 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. 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. Meter Station: 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. Union Obligations: 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. Union Equipment: 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. Shipper Obligations: 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. Maintenance Costs: Shipper shall within thirty (30) days of the delivery of an invoice by Union, reimburse Union for any actual costs reasonably incurred by Union for any repair, replacement, relocation, or upgrading of any meter station

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

**VII. MEASURING EQUIPMENT**

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
2. Metering by Others: 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. Check Measuring Equipment: 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. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party 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. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

**VIII. BILLING**

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

1. Monthly Payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. If the payment date is not a Business Day, then payment must be received in Union's account on the first Business Day preceding the twentieth (20<sup>th</sup>) day of the month.
2. Remedies for Non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
  - a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment; 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. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "**bill next following**" shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within 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. Taxes: 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. Station and Connection Costs: In the event that a meter station must be constructed and/or installed in order to give effect to the Contract, Shipper agrees to pay Union for a portion, as determined by Union, of Union's actual cost, as hereinafter defined, for constructing and installing such station. Shipper also agrees to pay the actual costs to connect such station to Union's pipeline and distribution system. Union shall advise Shipper as to the need for a meter station and shall provide Shipper with an estimate of the Aid to Construction. Such Aid to Construction shall include the costs of all pipe, fittings and materials, third party labour costs and Union's direct labour, labour saving devices, vehicles and

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

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act, 1991, or any act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

1. Definition: 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. Notice: 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. Notice of Remedy: 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. Obligation to Perform: 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 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. Firm Daily Variability Demand Charge Relief: 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. AMENDMENT**

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. RESERVED FOR FUTURE USE

N/A

XVII. RENEWALS

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. Verbal Notice: 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. Emergency: Shipper shall complete and maintain a plan which depicts all of the Shipper's gas production facilities including all emergency shut off valves and emergency equipment and provide a copy to Union upon Union's request. Shipper shall provide to Union the names and telephone numbers of those persons whom Union may contact in the event of an emergency situation arising within the Shipper's facilities.
3. Emergency Notice: 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. Right to Modify: 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. Shipper's Warranty: 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. Financial Representations: 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. Licence: Shipper represents and warrants to Union that Shipper possesses a licence to produce gas in the Province of Ontario.

XX. MISCELLANEOUS PROVISIONS

1. Assignment: 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. Title to Gas: Shipper represents and warrants to Union that Shipper shall have good and marketable title to, or legal authority to deliver to Union, all gas delivered to Union hereunder. Furthermore, Shipper hereby agrees to indemnify and save Union harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all third parties to such gas or on account of Taxes, or other charges thereon.

XXI. PRECONDITIONS TO SERVICES

1. Union Conditions: 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 prior to being notified by Shipper of Shipper's intention 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. Shipper Conditions: 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. Satisfaction of Conditions: 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. Non-Satisfaction of Conditions: 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.

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)	\$1,559.87
Transmission Commodity Charge to Dawn (\$ per GJ)	\$0.036

Transportation Fuel:	<u>Customers located East of Dawn</u>	<u>Customers located West of Dawn</u>
Fuel Charges to Dawn		
Commodity Rate - Union supplied fuel (\$ per GJ)	\$0.005	\$0.005
Fuel Ratio - Shipper supplied fuel (%)	0.162%	0.162%
Fuel Charges to the Pool		
Commodity Rate - Union supplied fuel (\$ per GJ)	\$0.006	\$0.013
Fuel Ratio - Shipper supplied fuel (%)	0.189%	0.460%

b) Firm Transportation Demand Charges: (2)

Monthly Demand Charge applied to contract demand (\$ per GJ)	\$0.788	\$2.646
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c) Facility Carbon Charge (in addition to Transportation Fuel Charges)	\$0.002	\$0.002
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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 located East <u>of Dawn</u>	Customers located West <u>of Dawn</u>
Firm Transportation:		
Charges to Dawn		
Commodity Rate - Union supplied fuel (\$ per GJ)	\$0.066	\$0.127
Commodity Rate - Shipper supplied fuel (\$ per GJ)	\$0.062	\$0.123
Fuel Ratio - Shipper supplied fuel (%)	0.162%	0.162%
Charges to the Pool		
Commodity Rate - Union supplied fuel (\$ per GJ)	\$0.031	\$0.100
Commodity Rate - Shipper supplied fuel (\$ per GJ)	\$0.026	\$0.087
Fuel Ratio - Shipper supplied fuel (%)	0.189%	0.460%
 Facility Carbon Charge (in addition to Transportation Fuel Charges)	 \$0.002	 \$0.002

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, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

**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. "m<sup>3</sup>" shall mean cubic metre of gas and "10<sup>3</sup>m<sup>3</sup>" shall mean 1,000 cubic metres of gas;
12. "pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;
13. "joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;
14. "gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m<sup>3</sup>) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;
15. "Shipper" shall have the meaning as defined in the Contract, and shall also include Shipper's agent(s);
16. "subsidiary" means a company in which more than fifty (50) per cent of the issued share capital (having full voting

## SCHEDULE "A"

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. "cricondenthem 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. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's 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,

## SCHEDULE "A"

- 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 cricondenthem 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 four (51.4) 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,
  - l. shall not be odourized by Shipper.
3. Non-conforming Gas:
- 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. Quality of Gas Received: The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II.
5. Quality of Gas at Dawn: The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Union in this Article II, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.
6. Odourization of Gas:
- 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

## SCHEDULE "A"

1. Storage, Transportation, and/or Sales Unit: The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) at Union's discretion.
2. Determination of Volume and Energy:
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), RSC 1985, c E-4- (the "**Act**") and the Electricity and Gas Inspection Regulations, 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. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of

## SCHEDULE "A"

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. Check Measuring Equipment: 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. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party 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 per cent (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. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
7. Error in Metering or Meter Failure: 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. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

### IX. PAYMENTS

**SCHEDULE "A"**

1. **Monthly Payments:** Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20<sup>th</sup>) day of the month.
  
2. **Remedies for Non-payment:** 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. **Billing Adjustments:** If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's bill, the aforesaid date of refund shall be deemed to be the date of the issue of invoice.

**X. ARBITRATION**

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

SCHEDULE "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/m<sup>3</sup>) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

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

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

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

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

"**joule**" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "**megajoule**" (MJ) shall mean 1,000,000 joules. The term "**gigajoule**" (GJ) shall mean 1,000,000,000 joules;

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

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

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

"**pascal**" ("**Pa**") shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "**kilopascal**" ("**kPa**") shall mean 1,000 pascals;

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

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

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

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

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

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

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

"TCPL" means TransCanada PipeLines Limited;

"Union" 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. GAS QUALITY

1. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's 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 cricondenthem 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,
- l. shall not be odourized by Shipper.

3. Non-conforming Gas:

- 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. Quality of Gas Received: The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II.

5. Quality of Gas at Dawn: The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Union in this Article II, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.

6. Odourization of Gas:

- 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. Storage, Transportation, and/or Sales Unit: The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) at Union's discretion.

2. Determination of Volume and Energy:

- a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), RSC 1985, c E-4- (the "**Act**") and the Electricity and Gas Inspection Regulations, 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. Possession of Gas: 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. 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. Union Equipment: 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. Shipper Obligations: 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. Maintenance Costs: 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.

## SCHEDULE "A 2013"

4. Operation and Maintenance: 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. Inspection: Each party shall inspect its facilities as required by industry standards or by the appropriate regulatory body.
6. Repair or Replacement: 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. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by its regulatory body.
3. Check Measuring Equipment: 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. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party 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. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

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

1. Monthly Payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. If the payment date is not a Business Day, then payment must be received in Union's account on the first Business Day preceding the twentieth (20<sup>th</sup>) day of the month.
2. Remedies for Non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
  - a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment; 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. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such

overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "**bill next following**" shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within 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. Taxes: 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. Aid to Construction: 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. 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, 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. Definition: 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. Notice: 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. Notice of Remedy: 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. Obligation to Perform: 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 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. Unforeseen Reduction: In addition to the definition of force majeure in Article XI, Section 1 herein, for the purposes of the Contract, it shall also include the unforeseen reduction in natural gas usage and/or capacity of the local transmission system as described in Schedule 1 of the Contract, regardless of the duration of such unforeseen reduction, or any other cause, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party claiming relief hereunder and which, by the exercise of due diligence, such party is unable to prevent or overcome.

## XII. DEFAULT AND TERMINATION

In case of the breach or non-observance or non-performance on the part of either party hereto of any covenant, proviso, condition, restriction or stipulation contained in the Contract (but not including herein failure to take or make

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

**XIII. AMENDMENT**

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. RESERVED FOR FUTURE USE**

N/A

**XVII. RENEWALS**

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. Capacity Sharing: 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. Capacity Procedures: 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. Maintenance: 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. Shipper's Facilities: Shipper shall complete and maintain a plan which depicts all of Shipper's production storage facilities including all emergency shut off valves and emergency equipment and provide a copy to Union upon Union's request. Shipper shall provide to Union the names and telephone numbers of those persons whom Union may contact in the event of an emergency situation arising within the Shipper's facilities.

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

1. Shipper's Warranty: 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. Financial Representations: 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. License: Shipper represents and warrants to Union that Shipper possesses all licenses and permits needed to inject gas into, store gas in, and remove gas from the pool.

**XX. MISCELLANEOUS PROVISIONS**

1. Assignment: 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. Title to Gas: 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. Union Conditions: 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. Shipper Conditions: 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. Satisfaction of Conditions: Union and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfill 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. Non-Satisfaction of Conditions: 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.

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.

<u>Applicable Points</u>	(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 (applied to daily contract demand) <u>Rate/GJ</u>	<u>Fuel and Commodity Charges</u>					
		<u>Union Supplied Fuel</u>		<u>Shipper Supplied Fuel</u>			
		<u>Fuel and Commodity Charge</u>		<u>Fuel Ratio</u>		Commodity	
		Apr.1-Oct.31	Nov.1-Mar.31	Apr.1-Oct.31	Nov.1-Mar.31	AND	<u>Charge</u> <u>Rate/GJ</u>
		<u>Rate/GJ</u>	<u>Rate/GJ</u>	%	%		
a) Firm Transportation							
Between:							
St.Clair & Dawn	\$2.646	\$0.006	\$0.008	0.213%	0.274%		
Ojibway & Dawn	\$2.646	\$0.013	\$0.009	0.460%	0.312%		
Bluewater & Dawn	\$2.646	\$0.006	\$0.008	0.213%	0.274%		
From:							
Parkway to Kirkwall	\$0.856	\$0.009	\$0.005	0.307%	0.162%		
Parkway to Dawn	\$0.856	\$0.009	\$0.005	0.307%	0.162%		
Kirkwall to Dawn	\$1.510	\$0.005	\$0.005	0.162%	0.162%		
Dawn to Kirkwall	\$3.083	\$0.010	\$0.023	0.327%	0.782%		
Dawn to Parkway	\$3.632	\$0.017	\$0.031	0.598%	1.067%		
Kirkwall to Parkway	\$0.550	\$0.013	\$0.013	0.433%	0.446%		
b) Firm Transportation between two points within Dawn							
Dawn to Dawn-Vector	\$0.030	n/a	n/a	0.349%	0.162%		
Dawn to Dawn-TCPL	\$0.142	n/a	n/a	0.162%	0.361%		
c) Interruptible Transportation between two points within Dawn*							
*includes Dawn (TCPL), Dawn Facilities, Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE)				0.162%	0.162%		
d) Carbon Charge (applied to all quantities transported)							
Facility Carbon Charge		\$0.002	\$0.002				\$0.002
e) Interruptible and Short Term (1 year or less) Firm Transportation:		\$75.00					

**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 Fuel		
	Fuel and Commodity Charge		Fuel Ratio		Commodity Charge
	Apr.1-Oct.31	Nov.1-Mar.31	Apr.1-Oct.31	Nov.1-Mar.31	
	<u>Rate/GJ</u>	<u>Rate/GJ</u>	<u>%</u>	<u>%</u>	<u>AND</u> <u>Rate/GJ</u>
a) Firm Transportation					
Between:					
St.Clair & Dawn	\$0.093	\$0.095	0.213%	0.274%	\$0.087
Ojibway & Dawn	\$0.100	\$0.096	0.460%	0.312%	\$0.087
Bluewater & Dawn	\$0.093	\$0.095	0.213%	0.274%	\$0.087
From:					
Parkway to Kirkwall	\$0.147	\$0.143	0.942%	0.797%	\$0.119
Parkway to Dawn	\$0.147	\$0.143	0.942%	0.797%	\$0.119
Kirkwall to Dawn	\$0.073	\$0.073	0.797%	0.797%	\$0.050
Dawn to Kirkwall	\$0.129	\$0.143	0.962%	1.417%	\$0.101
Dawn to Parkway	\$0.155	\$0.169	1.233%	1.701%	\$0.119
Kirkwall to Parkway	\$0.049	\$0.050	1.067%	1.081%	\$0.018
b) Firm Transportation between two points within Dawn					
Dawn to Dawn-Vector	n/a	n/a	0.349%	0.162%	\$0.001
Dawn to Dawn-TCPL	n/a	n/a	0.162%	0.361%	\$0.005
c) Carbon Charge (applied to all quantities transported)					
Facility Carbon Charge	\$0.002	\$0.002			\$0.002

**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 \$0.072/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, 2020  
Implemented January 1, 2020  
O.E.B. Order # EB-2019-0194

Supersedes EB-2018-0305 Rate Schedule effective April 1, 2019.

**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:

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

18. "TCPL" means TransCanada PipeLines Limited;
19. "cricondenthem 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. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's 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 cricondenthem 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.

## SCHEDULE "A"

3. Non-conforming 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.
4. Quality of Gas Received: 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. Storage, Transportation, and/or Sales Unit: The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) at Union's discretion.
2. Determination of Volume and Energy:
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), RSC 1985, c E-4- (the "**Act**") and the Electricity and Gas Inspection Regulations, 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

## SCHEDULE "A"

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

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

### VII. MEASURING EQUIPMENT

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by their regulatory body.
3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party 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 per cent (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.

## SCHEDULE "A"

6. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
7. Error in Metering or Meter Failure: 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. Monthly Billing Date: Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

### IX. PAYMENTS

1. Monthly Payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20<sup>th</sup>) day of the month.
2. Remedies for Non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
  - a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment.
  - b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend service(s) until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

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

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

3. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such

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

X.        ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act of the Province of Ontario, or any act passed in amendment thereof or substitution thereof, 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.

## SCHEDULE "A"

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;

"**cricondenthem 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 Ontario Energy Board Act, 1998, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;

"**gross heating value**" shall mean the total heat expressed in megajoules per cubic metre (MJ/m<sup>3</sup>) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

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

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

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

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

"**joule**" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "**megajoule**" (MJ) shall mean 1,000,000 joules. The term "**gigajoule**" (GJ) shall mean 1,000,000,000 joules;

"**Limited Firm**" shall mean gas service subject to interruption or curtailment on a limited number of Days as specified in the Contract;

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

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

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

"**NAESB**" shall mean North American Energy Standards Board;

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

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

"**pascal**" ("**Pa**") shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" ("**kPa**") shall mean 1,000 pascals;

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

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

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

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

"**TCPL**" means TransCanada PipeLines Limited;

"**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. Natural Gas: The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's 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 cricondenthem 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. Non-conforming 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.
4. Quality of Gas Received: 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. Storage, Transportation, and/or Sales Unit: The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m<sup>3</sup>) or one thousand cubic metres (10<sup>3</sup>m<sup>3</sup>) at Union's discretion.
2. Determination of Volume and Energy:
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the Electricity and Gas Inspection Act (Canada), RSC 1985, c E-4- (the "**Act**") and the Electricity and Gas Inspection Regulations, 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. Possession of Gas: 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. 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**

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

**VII. MEASURING EQUIPMENT**

1. Metering by Union: Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.

2. Metering by Others: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by its regulatory body.
3. Check Measuring Equipment: Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
4. Rights of Parties: The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
5. Calibration and Test of Measuring Equipment: The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party 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. Preservation of Metering Records: Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
7. Error in Metering or Meter Failure: 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. Monthly Billing Date: Union shall render bills on or before the tenth (10<sup>th</sup>) day of each month for all Transportation Services furnished during the preceding Month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding Month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the tenth (10<sup>th</sup>) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
2. Right of Examination: Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.
3. Amendment of Statements: 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. PAYMENTS**

1. Monthly Payments: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20<sup>th</sup>) day of each month. If the payment date is not a Business Day, then payment must be received in Union's account on the first Business Day preceding the twentieth (20<sup>th</sup>) day of the month.
2. Remedies for Non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
  - a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment; 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. Billing Adjustments: If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "**bill next following**" shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within 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. Taxes: 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.

5. Set Off: If either party shall, at any time, be in arrears under any of its payment obligations to the other party under the Contract, then the party not in arrears shall be entitled to reduce the amount payable by it to the other party in arrears under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to the other party. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas under the Contract or any enhancement to the Contract, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the Arbitration Act, 1991, or any act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

1. Definition: 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. Notice: 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. Notice of Remedy: 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. Obligation to Perform: 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. Proration of Firm Transportation Service: If, due to the occurrence of an event of force majeure as outlined above, the capacity for gas deliveries by Union is impaired, it will be necessary for Union to curtail Shipper's gas receipts to Union hereunder, via proration based on utilization of such facilities for the Day. This prorating shall be determined by multiplying the capability of such facilities as available downstream of the impairment on the Day, by a fraction where the numerator is Shipper's nominated firm quantity and the denominator is the total of all such nominated firm quantities for nominated services and planned consumption for in-franchise customers on the Day. For the purposes of this Article XI, firm services shall mean all firm services provided by Union to in-franchise customers and ex-franchise shippers.

## **XII. DEFAULT AND TERMINATION**

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

## **XIII. AMENDMENT**

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. Requests for Transportation Service: 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. Expansion Facilities: 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. Open Seasons: 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. Awarding Open Season Capacity: 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. Available Capacity Previously Offered in Open Season: 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. RENEWALS**

- 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. Right to Curtail: 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 in-franchise 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)  $\leq 100$  GJ/d; Balancing (Direct Purchase)  $\leq 500$  GJ/d; In-franchise distribution authorized overrun (Note 3)
- 5. C1/M12 IT Transport and IT Exchanges at premium rates
- 6. C1/M12 Overrun  $\leq 20\%$  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. Capacity Procedures: 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. Maintenance: 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. Shipper's Warranty: 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. Financial Representations: 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. Permanent Assignment: Shipper may assign the Contract to a third party ("Assignee"), up to the Contract Demand, (the "Capacity Assigned"). Such assignment shall require the prior written consent of Union and release of obligations by Union for the Capacity Assigned from the date of assignment. Such consent and release shall not be unreasonably withheld and shall be conditional upon the Assignee providing, amongst other things, financial assurances as per Article XXI herein. Any such assignment will be for the full rights, obligations and remaining term of the Contract as relates to the Capacity Assigned.
2. Temporary Assignment: 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 Assigned Quantity to the extent that Assignee fails to do so.
3. Title to Gas: 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. Union Conditions: 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. Shipper Conditions: 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,

SCHEDULE "A 2010"

- 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. Satisfaction of Conditions: 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. Non-Satisfaction of Conditions: 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 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.

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 Quantities Available. If the Revised Nomination (delivered with the time allowed as required above) is less than the Quantity Available, then such lesser 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

SCHEDULE "B 2010"

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

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

**UNION 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	<b><u>DAWN (FACILITIES):</u></b>	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	<b><u>DAWN (TCPL):</u></b>	At the junction of Union's and TCPL's facilities, at or adjacent to Dawn (Facilities).
R, D	<b><u>DAWN (TECUMSEH):</u></b>	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	<b><u>DAWN (TSLE):</u></b>	At the junction of Union's and Enbridge's NPS 16 Tecumseh Sombra Line Extension facilities; at or adjacent to Dawn (Facilities)
R, D	<b><u>DAWN (VECTOR):</u></b>	At the junction of Union's and Vector Pipeline Limited Partnership ("Vector") facilities, at or adjacent to Dawn (Facilities).
R, D	<b><u>PARKWAY (TCPL):</u></b>	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	<b><u>KIRKWALL:</u></b>	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	<b><u>PARKWAY (CONSUMERS):</u></b>	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	<b><u>LISGAR:</u></b>	At the junction of the facilities of Union and Enbridge situated at 6620 Winston Churchill Boulevard, City of Mississauga.
R, D	<b><u>OJIBWAY:</u></b>	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	<b><u>ST. CLAIR (MICHCON):</u></b>	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.

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, 2020

Line No.	Particulars (cents / m <sup>3</sup> )	Monthly Charge Increase / (Decrease) (a)	Delivery Commodity Charge Increase / (Decrease) (b)	Delivery - Price Adjustment Increase / (Decrease) (c)	Carbon Charges Increase / (Decrease) (d)	Gas Commodity Price Adjustment Rate (1) (e)
	Carbon Charges (2)					
1	Federal Carbon Charge (if applicable)				-	
2	Facility Carbon Charge (in addition to Interruptible Charge)				-	
	Rate 25					
3	All Zones	\$10.99	0.0455			(0.2720)
	Rate M4					
4	Interruptible	\$14.02	0.0616			
	Rate M5A					
5	Interruptible	\$14.02	0.0616			
	Rate M7					
6	Interruptible		(0.1063)			
7	Seasonal		(0.1063)			
	Rate T1 - Interruptible					
8	Transportation - Union supplies fuel		0.0591			
9	Transportation - Customer supplies fuel		0.0577			
	Rate T2 - Interruptible					
10	Transportation - Union supplies fuel		0.0257			
11	Transportation - Customer supplies fuel		0.0255			

Notes:

- (1) Applies to sales service customers only.  
 (2) Changes in the Carbon Charges apply to Rate 25, M4, M5A, M7, T1 and T2.

ENBRIDGE GAS INC.  
Union Rate Zones  
Miscellaneous Non-Energy Charges

Line No.	Service	Fee
	Residential Customer Class Service	
1	Connection Charge	\$35
2	Temporary Seal - Turn-off (Seasonal)	\$22
3	Temporary Seal - Turn-on (Seasonal)	\$35
4	Landlord Turn-on	\$35
5	Disconnect/Reconnect for Non-Payment	\$65
	Commercial/Industrial Customer Class Service	
6	Connection Charge	\$38
7	Temporary Seal - Turn-off (Seasonal)	\$22
8	Temporary Seal - Turn-on (Seasonal)	\$38
9	Landlord Turn-on	\$38
10	Disconnect/Reconnect for Non-Payment	\$65
	Statement of Account/History Statements	
11	History Statement (previous year)	\$15/statement
12	History Statement (beyond previous year)	\$40/hour
13	Duplicate Bills * (if processed by system)	No charge
14	Duplicate Bills * (if manually processed)	\$15/statement
	Dispute Meter Test Charges	
15	Meter Test - Residential Meter	\$50 flat fee for removal and test
16	Meter Test - Commercial/Industrial Meter	Hourly charge based on actual costs
	Direct Purchase Administration Charges (if applicable)	
17	Monthly fee per contract	\$76.21
18	Monthly per customer fee	\$0.19
19	Distributor Consolidated Billing Fee (per customer/month)	\$0.58
20	Invoice Vendor Adjustment (IVA) fee (for each successfully submitted IVA transaction)	\$1.11
21	Notice of Switch Letter Service Charge	\$2.03

Notes:

\* 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.

**APPENDIX C**  
**TO SETTLEMENT PROPOSAL**  
**EB-2019-0194**  
**ACCOUNTING ORDERS**

**ENBRIDGE GAS INC.**

**Accounting Entries for  
Accounting Policy Changes Deferral Account  
Deferral Account No. 179-381**

The purpose of the Accounting Policy Changes deferral account, as established in the Board's EB-2017-0306/EB-2017-0307 Decision and Order, is to record the impact of any accounting changes that affect revenue requirement, which are required as a result of the amalgamation of Enbridge Gas Distribution and Union Gas Limited into Enbridge Gas Inc.

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

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit            -        Account No.179-381  
                                 Accounting Policy Changes Deferral Account

Credit           -        Account No. 300  
                                 Operating Revenues

To record, as a debit (credit) in Deferral Account No. 179-381, the impact of any accounting changes required as a result of the amalgamation that affect revenue requirement.

Debit            -        Account No.179-381  
                                 Accounting Policy Changes Deferral Account

Credit           -        Account No. 323  
                                 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-381, interest on the balance in Deferral Account No. 179-381. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**ENBRIDGE GAS INC.**

**Accounting Entries for  
Earnings Sharing Mechanism Deferral Account  
Deferral Account No. 179-382**

The purpose of the Earnings Sharing Mechanism Deferral Account (“ESMDA”) is to record the ratepayer share of actual (not weather normalized) utility earnings that result from the application of the earnings sharing mechanism. In accordance with the EB-2017-0306/EB-2017-0307 Decision and Order, if the actual utility return on equity (ROE) exceeds the Board-approved ROE by more than 150 basis points, the excess earnings will be shared equally (i.e. 50/50) between the Company’s ratepayers and shareholders. The calculation of a utility return for earnings sharing determination purposes, will include all revenues that would otherwise be included in earnings and only those expenses (whether operating or capital) that would otherwise be allowable deductions from earnings as within a cost of service application.

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

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No.300 Operating Revenue
Credit	-	Account No. 179-382 Earnings Sharing Mechanism Deferral Account

To record as a credit in Deferral Account No. 179-382 the ratepayers’ 50% share of utility earnings when actual utility ROE exceeds the Board-approved ROE by more than 150 basis points in accordance with the Board’s Decision in EB-2017-0306/EB-2017-0307.

Debit            -        Account No.323  
   Other Interest Expense

Credit           -        Account No. 179-382  
   Earnings Sharing Mechanism Deferral Account

To record, as a credit in Deferral Account No. 179-382, interest on the balance in Deferral Account No. 179-382. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the OEB in EB-2006-0117.

**ENBRIDGE GAS INC.**

**Accounting Entries for  
Tax Variance Deferral Account  
Deferral Account No. 179-383**

The purpose of the Tax Variance Deferral Account is to record 50% of the revenue requirement impact of any tax rate changes, versus the tax rates included in rates that affect Enbridge Gas Inc. As part of the EB-2017-0306/EB-2017-0307 Decision and Order, the Board amended the former Union Gas Limited Tax Variance Deferral Account to expand its applicability to record the impact of any tax rate changes for both the legacy Enbridge Gas Distribution and Union Gas Limited areas (i.e. to all of Enbridge Gas Inc.).

However, in accordance with the OEB's July 25, 2019 letter, *Accounting Direction Regarding Bill C-97 and Other Changes in Regulatory or Legislated Tax Rules for Capital Cost Allowance*, within a sub-account of the Tax Variance Deferral Account, Enbridge Gas will record 100% of the revenue requirement impact of any changes in CCA rules that are not reflected in base rates. This will include impacts related to Bill C-97 CCA rule changes, which became effective November 21, 2018, as well as any future CCA changes instituted by relevant regulatory or taxation bodies.

Tax rate and CCA rule change impacts recorded in the account will however exclude tax rate and rule change impacts that are captured through other deferral account mechanisms (i.e. through the Incremental Capital Module Deferral Account).

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

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit            -        Account No.179-383  
                                 Tax Variance Deferral Account

Credit           -        Account No. 300  
                                 Operating Revenues

To record as a debit (credit) in Deferral Account No. 179-383, 50% of the revenue requirement impact resulting from the difference between the actual tax rates and the approved tax rates included in rates as approved by the Board.

Debit           -       Account No.179-383  
                          Tax Variance Deferral Account – CCA Changes

Credit           -       Account No. 300  
                          Operating Revenues

To record as a debit (credit) in a sub-account of Deferral Account No. 179-383, 100% of the revenue requirement impact resulting from the difference between actual CCA rules and the approved CCA rules included in rates as approved by the Board.

Debit           -       Account No.179-383  
                          Tax Variance Deferral Account

Credit           -       Account No. 323  
                          Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-383, interest on the balance in Variance Account No. 179-383. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the OEB in EB-2006-0117.





ACCOUNTING TREATMENT FOR A  
PURCHASED GAS VARIANCE ACCOUNT  
("PGVA") – EGD RATE ZONE

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

Methodology

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

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

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

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

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

Throughout the fiscal year expenditures related to TransCanada's Storage Transportation Services, including balancing fees related to TransCanada's Limited Balancing Agreement, will be recorded in the PGVA.

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

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

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

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

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

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

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

Accounting Entries

1. To record the monthly gas purchase variance:

Debit:	PGVA	(Account 179. 70_)
Credit:	Gas in Storage	(Account 152. 000)
	or	
Debit:	Gas in Storage	(Account 152. 000)
Credit:	PGVA	(Account 179.70_)

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

2. TransCanada Toll changes related to forecast unutilized transportation capacity:

Debit:	PGVA	(Account 179. 70_)
Credit:	Accounts Payable	(Account 259. 000)
	or	
Debit:	Gas in Storage	(Account 152. 000)
Credit:	PGVA	(Account 179. 70_)

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

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

Debit:	PGVA	(Account 179. 70_)
Credit:	Accounts Payable	(Account 259. 000)
	or	
Debit:	Gas in Storage	(Account 152. 000)

Credit: PGVA (Account 179. 70\_)

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

4. Transactional services activities:

Debit/Credit: TSDA (Account 179. 80\_)  
Debit/Credit: Various accounts (Account \_\_\_\_. \_\_\_\_)  
Credit/Debit: PGVA (Account 179. 70\_)

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

5. Electronic bulletin boards:

Debit: PGVA (Account 179. 70\_)  
Credit: Accounts Payable (Account 259. 000)

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

6. Unforecast penalty revenues:

Debit: Accounts Receivable (Account 140. 010)  
Credit: PGVA (Account 179. 70\_)

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

7. Voluntary UDC:

Debit: PGVA (Account 179. 70\_)  
Credit: Accounts Payable (Account 259. 000)

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

8. Inventory valuation adjustment:

Credit/Debit:	Gas In Storage	(Account 152. 000)
Debit/Credit:	PGVA	(Account 179. 70_)

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

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

Debit/Credit:	PGVA	(Account 179. 70_)
Credit/Debit:	Accounts Receivable	(Account 140. 010)

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

10. Purchase of banked gas account balance:

Debit:	Gas In Storage	(Account 152. 000)
Credit:	PGVA	(Account 179. 70_)

To record the purchase of the Banked Gas Account Balance less the Transportation Service Rider A.

11. Unforecast UDC:

Debit:	PGVA	(Account 179. 70_)
Credit:	Accounts Payable	(Account 259. 000)

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

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

Debit:	Other Income	(Account 319. 010)
Credit:	PGVA	(Account 179. 70_)

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

13. Interest accrual:

Debit:	PGVA - Interest Receivable	(Account 179. 71_)
Credit:	Interest Expense	(Account 323. 000)
	or	
Debit:	Interest Expense	(Account 323. 000)
Credit:	PGVA - Interest Payable	(Account 179. 71_)

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

ACCOUNTING TREATMENT FOR A  
TRANSACTIONAL SERVICES DEFERRAL ACCOUNT  
("TSDA") – EGD RATE ZONE

The purpose of the TSDA is to record the incremental ratepayer share of net revenue from transportation and storage related transactional services, to be shared 90/10 between EGD rate zone ratepayers and shareholders.

In the event that the ratepayer share of TS net revenues exceeds \$12 million, then such amounts over \$12 million will be credited to the TSDA. In the event that the ratepayer share of TS net revenues is less than \$12 million, then the Company will be credited with the difference between the actual ratepayer share of TS net revenues and \$12 million, which would be reflected as a debit in the TSDA.

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

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

Accounting Entries

1. To record incremental Transactional Services revenues and costs:

Debit:	Other Income	(Account 319. 010)
Credit:	Operating Revenue	(Account 300. 000)
Debit/Credit:	TSDA	(Account 179. 80_)

To record either the incremental ratepayer portion of net revenues generated from transactional services activities in excess of the \$12 million included in rates or the recognition of amounts recoverable by the Company where net TS revenue is less than \$12 million.

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

Debit/Credit:	TSDA	(Account 179. 80_)
Debit/Credit:	Various accounts	(Account _____. ____)
Credit/Debit:	PGVA	(Account 179. 70_)

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

3. Interest accrual:

Debit/Credit:	Interest Expense	(Account 323. 000)
Credit/Debit:	TSDA - Interest Payable	(Account 179. 81_)

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

ACCOUNTING TREATMENT FOR AN  
UNACCOUNTED FOR GAS VARIANCE ACCOUNT  
("UAFVA") – EGD RATE ZONE

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

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

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

Where there are recoveries of gas loss amounts invoiced as part of third party damages, the gas loss amounts will be removed from the UAFVA balance.

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

Accounting Entries

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

Debit/Credit:	UAFVA	(Account 179. 86_)
Credit/Debit:	Gas Costs	(Account 623. 010)

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

2. To record the recovery of gas loss amounts:

Debit:	Accounts Receivable	(Account 142. 010)
Credit:	UAFVA	(Account 179. 86_)

To record the recovery of gas loss amounts invoiced as part of third party damages.

3. Interest accrual:

Debit/Credit:	Interest on UAFVA	(Account 179. 87_)
Credit/Debit:	Interest expense	(Account 323. 000)

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

ACCOUNTING TREATMENT FOR A  
 STORAGE AND TRANSPORTATION DEFERRAL ACCOUNT  
 ("S&TDA") – EGD RATE ZONE

The purpose of the S&TDA is to record the difference between the forecast of Storage and Transportation rates (both cost of service and market based pricing) included in the Company's approved rates and the final Storage and Transportation rates (both cost of service and market based pricing) incurred by the company. It will also be used to record variances between the forecast Storage and Transportation rebate programs and the final rebates received by the company.

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

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

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

Accounting Entries

1. Storage and Transportation rate variance:

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

Debit/Credit:	S&TDA	(Account 179. 88_)
Credit/Debit:	Gas in Storage	(Account 152. 000)
	or	
Credit/Debit:	Gas Costs	(Account 623. 010)

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

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

Debit:	Sundry Accounts Receivable	(Account 141. 030)
Credit:	S&TDA	(Account 179. 88_)
	or	
Debit:	S&TDA	(Account 179. 88_)
Credit:	Accounts Payable	(Account 259. 000)

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

3. To record Storage and Transportation deferral account dispositions:

Debit:	Sundry Accounts Receivable	(Account 141. 030)
Credit:	S&TDA	(Account 179. 88_)
	or	
Debit:	S&TDA	(Account 179. 88_)
Credit:	Accounts Payable	(Account 259. 000)

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

4. Inventory valuation adjustment:

Debit/Credit:	S&TDA	(Account 179. 88_)
Credit/Debit:	Gas In Storage	(Account 152. 000)

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

5. Interest accrual:

Debit/Credit:	Interest on S&TDA	(Account 179. 89_)
Credit/Debit:	Interest Expense	(Account 323. 000)

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

ACCOUNTING TREATMENT FOR A  
DEFERRED REBATE ACCOUNT  
("DRA") – EGD RATE ZONE

The purpose of the DRA is to record any amounts payable to, or receivable from, customers of the EGD rate zone as a result of the clearing of deferral and variance accounts authorized by the Board which remain outstanding due to the Company's inability to locate such customers.

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

Accounting Entries

1. Disposition of deferral and variance accounts:

Debit/Credit:	D/VA's approved for clearance	(Account 179. ____)
Debit/Credit:	Interest on D/VA's – various	(Account 179. ____)
Credit/Debit:	DRA	(Account 179. 00_)

2. Refund or collection:

Debit/Credit:	DRA	(Account 179. 00_)
Credit/Debit:	Accounts Receivable	(Account 140. 010)

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

3. Interest accrual:

Debit/Credit:	Interest expense	(Account 323. 000)
Credit/Debit:	Interest on the DRA	(Account 179. 01_)

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

ACCOUNTING TREATMENT FOR A  
GAS DISTRIBUTION ACCESS RULE IMPACT DEFERRAL ACCOUNT  
("GDARIDA") – EGD RATE ZONE

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

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

Accounting Entries

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

Debit:	GDARIDA	(Account 179. 20_)
Credit:	Accounts payable	(Account 251. 010)

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

2. Interest accrual:

Debit:	Interest on GDARIDA	(Account 179. 21_)
Credit:	Interest expense	(Account 323. 000)

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

ACCOUNTING TREATMENT FOR A  
MANUFACTURED GAS PLANT DEFERRAL ACCOUNT  
("MGPDA") – EGD RATE ZONE

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

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

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

In the event that the Company does not request clearance of amounts recorded in the MGPDA in a particular year, at the same time as other accounts for that year are requested for clearance, then the un-cleared balance will remain in the account.

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

Accounting Entries

1. To record costs:

Debit:	MGPDA	(Account 179. 30_)
Credit:	Accounts Payable	(Account 251. 010)

To record the unbudgeted costs incurred in managing and resolving manufactured gas plant legal proceedings and litigation.

2. Interest accrual:

Debit:	Interest on MGPDA	(Account 179. 31_)
Credit:	Interest expense	(Account 323. 000)

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

ACCOUNTING TREATMENT FOR AN  
AVERAGE USE TRUE-UP VARIANCE ACCOUNT  
("AUTUVA") – EGD RATE ZONE

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

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

Accounting Entries

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

Debit/Credit:	AUTUVA	(Account 179. 66_)
Credit/Debit:	Operating revenue	(Account 300. 000)

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

2. Interest accrual:

Debit/Credit:	Interest on AUTUVA	(Account 179. 67_)
Credit/Debit:	Interest expense	(Account 323. 000)

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

ACCOUNTING TREATMENT FOR A  
TRANSITION IMPACT OF ACCOUNTING CHANGE DEFERRAL ACCOUNT  
("TIACDA") – EGD RATE ZONE

The purpose of the Transition Impact Accounting Change Deferral Account (TIACDA) is to track the un-cleared balance in the account which is remaining to be cleared. In EB-2011-0354, the Board approved the recovery of Other Post Employment Benefit (OPEB) costs, forecast to be \$90 million at the end of 2012, over a 20 year period, commencing in 2013. The OPEB costs needed to be recognized as a result of the Company having to account for post-employment expenses on an accrual basis, upon transition to USGAAP for corporate reporting purposes in 2012. The use of USGAAP for regulatory purposes was approved within the 2013 rate proceeding, EB-2011-0354. The final estimate of OPEB costs to be recovered over 20 years, which was recorded in the TIACDA at the end of 2012, was \$88.7 million. The balance in the account will be drawn down and cleared to ratepayers by \$4.4 million annually (1/20 of \$88.7 million) until clearance is complete.

Interest is not applicable to the balance of this account.

Accounting Entries

1. To track the balance and record the annual accounting change transition amounts approved for recovery:

Debit:	Sundry Accounts Receivable	(Account 141. 030)
Credit:	TIACDA	(Account 179. 02_)

ACCOUNTING TREATMENT FOR AN  
 OPEN BILL REVENUE VARIANCE ACCOUNT  
 ("OBRVA") – EGD RATE ZONE

The purpose of the OBRVA is to track and record the ratepayer share of net revenue for Open Bill Services. The account allows for net annual revenue amounts in excess of \$7.389 million to be shared 50/50 with ratepayers, and allows for a credit to Enbridge in the event that net annual revenues are less than \$4.889 million, equal to the shortfall between actual net revenues and \$4.889 million. The net revenue amounts will be determined in accordance with the EB-2009-0043 Board Approved Open Bill Access Settlement Proposal dated October 15, 2009, with updated Fees and Costs as determined in the EB-2013-0099 proceeding.

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

Accounting Entries

- To track and record Open Bill services net revenue:

Debit:	Other income	(Account 319. 010)
Credit:	OBRVA	(Account 179. 48_)
	Or	
Debit:	OBRVA	(Account 179. 48_)
Credit:	Operating revenue	(Account 300. 000)

To record the variance in the ratepayer porting of net revenue associated with Open Bill Service programs in excess of \$7.389 million or below \$4.889 million.

- Interest accrual:

Debit/Credit:	Interest on OBRVA	(Account 179. 49_)
Credit/Debit:	Interest expense	(Account 323. 000)

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

ACCOUNTING TREATMENT FOR AN  
EX-FRANCHISE THIRD PARTY BILLING SERVICES DEFERRAL ACCOUNT  
("EFTPBSDA") – EGD RATE ZONE

The purpose of the EFTPBSDA is to record and track the ratepayer portion of revenues, net of incremental costs, generated from third party billing services provided to ex-franchise parties. The net revenue is to be shared on a 50/50 basis with ratepayers. The net revenue amounts will be determined in accordance with the EB-2013-0099 Board Approved Open Bill Access Settlement Proposal, as amended and approved by the Board from time to time.

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

Accounting Entries

1. To track and record the ratepayer portion of net revenue:

Debit/Credit:	EFTPBSDA	(Account 179. 08_)
Credit/Debit:	Various accounts	(Account _____. ____)

To record net revenue associated with Ex-Franchise third party Billing Services.

2. Interest accrual:

Debit/Credit:	Interest on EFTPBSDA	(Account 179. 09_)
Credit/Debit:	Interest expense	(Account 323. 000)

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

ACCOUNTING TREATMENT FOR AN  
ELECTRIC PROGRAM EARNINGS SHARING DEFERRAL ACCOUNT  
("EPESDA") – EGD RATE ZONE

The purpose of the EPESDA is to track and account for the ratepayer share of all net revenues generated by DSM services provided for electric CDM activities. The ratepayer share is 50% of net revenues, using fully allocated costs, as was determined in DSM guidelines proceeding EB-2008-0346.

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

Accounting Entries

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

Debit:	Other income	(Account 319. 010)
Credit:	Operating & Maintenance	(Various accounts)
Credit:	EPESDA	(Account 179. 60_)

To record the ratepayer share of net revenues generated by providing DSM/CDM services.

2. Interest accrual:

Debit:	Interest expense	(Account 323. 000)
Credit:	Interest on EPESDA	(Account 179. 61_)

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

ACCOUNTING TREATMENT FOR A  
DEMAND SIDE MANAGEMENT VARIANCE ACCOUNT  
("DSMVA") – EGD RATE ZONE

The purpose of the DSMVA is to record the difference between the actual DSM spending for the fiscal year and the budgeted amount included within rates. Amounts determined to be over or under the budget included within Allowed Revenue will be recorded in the DSMVA, subject to the DSMCEIDA. In addition, any further variance in DSM spending and results, beyond the budget included within rates, which occur as a result of OEB decisions in ongoing or upcoming DSM proceedings, will be included within the DSMVA.

A portion of the variance captured in the DSMVA will reflect forecast commitments in customer incentive payments for future periods. Customer incentive payments are a component of the annual DSM budget recovered through rates. However, due to the multi-year aspect of several of the Company's programs, incentive amounts recovered in the current year, may not be payable until they become due in future years. In accordance with the Report of the Ontario Energy Board: Mid-Term Review of the Demand Side Management ("DSM") Framework for Natural Gas Distributors (2015 – 2020), the DSMVA will be used to track and carry forward the forecasted cumulative customer incentive commitments net of payments made (in relation to incentive commitments made in the current year, or in relation to incentives paid that became due in the current year in relation to commitments made in prior years). Each incentive amount not paid out will be returned to ratepayers in the year following its last potential commitment date, or at such other time as directed by the Board.

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

Accounting Entries

1. To record variances in relation to appropriate DSM program costs only:

Debit/Credit:	DSMVA	(Account 179. 06_)
Credit/Debit:	Operating & Maintenance	(Various accounts)

To record the difference between actual and approved Demand Side Management operating expenditures, both debits and credits.

2. Interest accrual:

Debit/Credit:	Interest on DSMVA	(Account 179. 07_)
Credit/Debit:	Interest expense	(Account 323. 000)

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

ACCOUNTING TREATMENT FOR A  
LOST REVENUE ADJUSTMENT MECHANISM  
("LRAM") – EGD RATE ZONE

The purpose of the LRAM is to record the amount of distribution margin gained or lost when the Company's DSM programs are less or more successful than budgeted in the fiscal year.

When the utility's DSM programs are less successful in the fiscal year than budgeted, the utility gains distribution margin. Similarly, the utility loses distribution margin in the fiscal year when its DSM programs are more successful than budgeted.

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

Accounting Entries

1. To record LRAM amounts:

Debit/Credit:	Operating revenue	(Account 623. 010)
Credit/Debit:	LRAM	(Account 179. 10_)

To record in the LRAM, the distribution margin impact of differences between actual and budgeted gas savings forecast in the Company's DSM programs.

2. Interest accrual:

Debit/Credit:	Interest expense	(Account 323. 000)
Credit/Debit:	Interest on LRAM	(Account 179. 11_)

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

ACCOUNTING TREATMENT FOR A  
DEMAND SIDE MANAGEMENT INCENTIVE DEFERRAL ACCOUNT  
("DSMIDA") – EGD RATE ZONE

The purpose of the DSMIDA is to record the actual amount of the shareholder incentive earned by the Company as a result of its DSM programs. The criteria and formula used to determine the amount of any shareholder incentive, to be recorded in the DSMIDA, will be in accordance with the methodology established in the DSM Framework and Guidelines proceeding, EB-2014-0134, and EGD's 2015-2020 DSM Plan proceeding, EB-2015-0049.

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

Accounting Entries

1. Shareholder incentive earned by the Company related to DSM programs:

Debit:	DSMIDA	(Account 179. 26_)
Credit:	Other income	(Account 319. 010)

To record the shareholder incentive earned by the Company related to its DSM programs.

2. Interest accrual:

Debit:	Interest on DSMIDA	(Account 179. 27_)
Credit:	Interest expense	(Account 323. 000)

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

ACCOUNTING TREATMENT FOR A  
 DAWN ACCESS COSTS DEFERRAL ACCOUNT  
 ("DACDA") – EGD RATE ZONE

The purpose of the DACDA, as established in the EB-2014-0323 Settlement Agreement, is to record for recovery the revenue requirement impact of the incremental costs incurred to implement the Dawn Transportation Service ("DTS"), including the costs for required system changes. In addition, in accordance with the 2017 Rate Application Settlement Proposal, EB-2016-0215, the revenue requirement related to additional costs incurred to accommodate the heat value conversion modification, being implemented in conjunction with the Dawn Transportation Service system development process, will also be recorded within this account. Under the terms of the EB-2014-0323 Settlement Agreement, recovery of amounts recorded in the DACDA will be from all bundled customers, regardless of whether they are system or direct purchase and regardless of the service to which they currently subscribe, because all have the option of taking DTS if they so choose. Further details explaining the DACDA, including the recovery method, are included within Section 2.7 of the Settlement Agreement filed at Exhibit B, Tab 2, Schedule 1 of the EB-2014-0323 proceeding.

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

Accounting Entries

1. Dawn Access Costs Deferral Account:

Debit:	DACDA	(Account 179. 40_)
Credit:	Operating revenue	(Account 300. 000)

To record the revenue requirement impact of costs associated with the implementation of the DTS, inclusive of heat value conversion modifications.

2. Interest accrual:

Debit:	Interest on DACDA	(Account 179. 41_)
Credit:	Interest expense	(Account 323. 000)

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

ACCOUNTING TREATMENT FOR A  
DEMAND SIDE MANAGEMENT COST-EFFICIENCY INCENTIVE DEFERRAL  
ACCOUNT  
("DSMCEIDA") – EGD RATE ZONE

The purpose of the DSMCEIDA is to record as a credit, any difference between the approved DSM budget for the fiscal year, and the actual amount spent to achieve the fiscal year's total aggregate annual lifetime savings (cumulative cubic metres of natural gas, or CCM) target, made up of all 100% CCM targets across all programs, in accordance with the program evaluation results. Any OEB-approved DSMCEIDA amounts will be available to use in meeting the Company's targets in a subsequent year over the 2015 - 2020 DSM term.

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

Accounting Entries

1. To record amounts in the DSMCEIDA:

Debit:	Operating & Maintenance	(Various accounts)
Credit:	DSMCEIDA	(Account 179. 04_)

To record any remaining unused portion of the approved DSM budget, for use in a subsequent year, where the Company achieved its total aggregate annual lifetime savings targets, made up of all 100% CCM targets across all programs.

2. Interest accrual:

Debit:	Interest expense	(Account 323. 000)
Credit:	Interest on DSMCEIDA	(Account 179. 05_)

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

ACCOUNTING TREATMENT FOR AN  
OEB COST ASSESSMENT VARIANCE ACCOUNT  
("OEBCAVA") – EGD RATE ZONE

As authorized in the OEB's letter to all regulated entities, dated February 9, 2016, titled "*Revisions to the Ontario Energy Board Cost Assessment Model*", the purpose of the OEBCAVA will be to record any variance between the OEB costs assessed to Enbridge under the prior cost assessment model (prior to April 1, 2016), which are included in rates, and the OEB costs assessed to Enbridge under the new OEB cost assessment model (effective April 1, 2016). Entries into the variance account will be made on a quarterly basis when the OEB's cost assessment invoice is received. The account is subject to a \$1 million materiality threshold.

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

Accounting Entries

1. To record the variance in OEB costs:

Debit:	OEBCAVA	(Account 179. 94_)
Credit:	Accounts Payable	(Account 251. 010)

To record the variance in OEB costs assessed under the updated cost assessment model and the costs assessed under the prior cost assessment model.

2. Interest accrual:

Debit:	Interest on OEBCAVA	(Account 179. 95_)
Credit:	Interest expense	(Account 323. 000)

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

ACCOUNTING TREATMENT FOR A  
PENSION AND OPEB FORECAST ACCRUAL VERSUS ACTUAL CASH PAYMENT  
DIFFERENTIAL VARIANCE ACCOUNT  
("P&OPEBFAVACPDVA") – EGD RATE ZONE

As detailed in the OEB's EB-2015-0040 report to all regulated entities, dated September 14, 2017, titled "Regulatory Treatment of Pension and Other Post-employment Benefits (OPEBs) Costs", the purpose of the P&OPEBFAVACPDVA will be to track the differences between the Company's forecast accrual pension and OPEB amounts recovered in EGD rate zone rates, and the actual cash payments made during the fiscal year.

The forecast accrual reference amount that will be used to calculate the entries recorded in this account assumes that the total gross accrual cost as determined by an actuarial valuation is what is recorded in a utility's total OM&A expense. The actual cash payments would include all cash payments a utility makes for its pension and OPEB obligations. The approved accrual amount embedded in rates is not to change or escalate during an IRM or Custom IR term except in cases where in a Custom IR term, updated forecasts for subsequent years of the term were approved.

A primary sub-account and a second contra sub-account enable book-keeping with offsetting entries to be established. When the cumulative accrual amount exceeds the cumulative cash payments, the primary account will hold a credit balance. When the cumulative cash payments exceed the cumulative accrual amount, the primary account will hold a debit balance. The primary account will accrue carrying charges asymmetrically, to be returned to ratepayers, when the cumulative opening monthly balance of the account is in a credit position. The contra account will not accrue carrying charges.

When applicable, in accordance with the OEB's EB-2015-0040 report, carrying charges calculated on the primary sub-account will be calculated using simple interest applied to the monthly opening balance. The interest rate shall be the CWIP rate prescribed by the OEB. As the primary sub-account and second contra sub-account are offsetting, only the carrying charges will be disposed of in a manner designated by the Board in a future rate hearing.

Accounting Entries

1. To record amounts in the P&OPEBFAVACPDVA:

Debit/Credit:	P&OPEBFAVACPDVA-Contra	(Account 179. 36_)
Credit/Debit:	P&OPEBFAVACPDVA	(Account 179. 36_)

To record the difference between the forecast pension and OPEB accrual amounts approved in rates and the actual cash amounts paid.

2. Interest accrual:

Debit:	Interest expense	(Account 323. 000)
Credit:	Interest on P&OPEBFAVACPDVA	(Account 179. 37_)

When applicable, to record simple interest on the opening monthly cumulative credit balance of the P&OPEBFAVACPDVA using the Board's prescribed CWIP rate.

ACCOUNTING TREATMENT FOR A  
RNG INJECTION SERVICE VARIANCE ACCOUNT  
("RNGISVA") – EGD RATE ZONE

The purpose of the RNGISVA is to record the annual revenue sufficiency/deficiency related to the provision on RNG Injection Services to RNG producers. The calculation of any annual revenue sufficiency/deficiency will be calculated as the difference between actual revenues generated under Rate 401 (RNG Injection Service) and the actual revenue requirement impact of the costs incurred (on a fully allocated basis) to provide those services. In order to ensure that ratepayers are not harmed by potential default of Rate 401 customers, the annual revenue sufficiency/deficiency calculation will not include any impacts of contract default by RNG injection service customers.

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

Accounting Entries

1. To record the annual revenue sufficiency/deficiency:

Debit/Credit:	RNGISVA	(Account 179. 12_)
Credit/Debit:	Operating Revenue	(Account 300. 000)

To record the annual revenue sufficiency/deficiency in relation to providing the RNG Injection Service to RNG producers.

2. Interest accrual:

Debit/Credit:	Interest on RNGISVA	(Account 179. 13_)
Credit/Debit:	Interest expense	(Account 323. 000)

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

**EGD RATE ZONE**

**Accounting Entries for  
Incremental Capital Module (ICM) Deferral Account  
Deferral Account No. 179-500**

The purpose of the EGD Rate Zone ICM deferral account is to record, on a project-by-project basis, the difference between the actual revenue requirement for the EGD Rate Zone approved ICM projects, and the actual revenues collected through ICM rates approved by the Board for the EGD Rate Zone. The actual revenue requirement will include costs associated with the capital investment, including return on rate base, depreciation expense, and associated income taxes. The actual revenues will be those collected through the ICM rate riders approved by the Board for the EGD Rate Zone.

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

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No.179-500  
Other Deferred Charges – EGD Rate Zone – ICM Deferral Account

Credit - Account No. 579  
Miscellaneous Operating Revenue

To record, as a debit (credit) in Deferral Account No. 179-500, the difference between the actual revenue requirement for approved ICM Projects and the actual revenues collected through ICM rates approved by the Board.

Debit - Account No.179-500  
Other Deferred Charges – EGD Rate Zone – ICM Deferral Account

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-500, interest on the balance in Deferral Account No. 179-500. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**EGD RATE ZONE**

**Accounting Entries for  
Greenhouse Gas Emissions Administration Deferral Account  
Deferral Account No. 179-501**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act, 1998.

Debit - Account No.179-501  
Other Deferred Charges – Greenhouse Gas Emissions  
Administration Deferral Account

Credit - Account No. 728  
General Expense

To record, as a debit (credit) in Deferral Account No. 179-501, the Administration costs associated with the impacts of federal regulations related to greenhouse gas emission requirements.

Debit - Account No.179-501  
Other Deferred Charges – Greenhouse Gas Emissions  
Administration Deferral Account

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-501, interest on the balance in Deferral Account No. 179-501. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the OEB in EB-2006-0117.

**EGD RATE ZONE**

**Accounting Entries for  
Federal Carbon Charge – Customer Variance Account  
Variance Account No. 179-502**

The purpose of the Federal Carbon Charge – Customer Variance Account is to record the variance between actual federal customer carbon levy and actual federal customer levy recovered in rates as approved by the OEB.

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

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act, 1998.

Debit            -        Account No.179-502  
                                 Other Deferred Charges – Federal Carbon Charge – Customer  
                                 Variance Account

Credit           -        Account No. 579  
                                 Miscellaneous Operating Revenue

To record, as a debit (credit) in Variance Account No. 179-502, the variance between actual customer carbon levy costs and customer carbon levy costs recovered in rates as approved by the OEB.

Debit            -        Account No.179-502  
                                 Other Deferred Charges – Federal Carbon Charge – Customer  
                                 Variance Account

Credit           -        Account No. 323  
                                 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-502, interest on the balance in Variance Account No. 179-502. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the OEB in EB-2006-0117.

**EGD RATE ZONE**

**Accounting Entries for  
Federal Carbon Charge – Facility Variance Account  
Variance Account No. 179-503**

The purpose of the Federal Carbon Charge – Facility Variance Account is to record the variance between actual facility carbon costs and actual facility costs recovered in rates as approved by the OEB.

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

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act, 1998.

Debit            -        Account No.179-503  
                                 Other Deferred Charges – Federal Carbon Charge – Facility  
                                 Variance Account

Credit           -        Account No. 579  
                                 Miscellaneous Operating Revenue

To record, as a debit (credit) in Variance Account No. 179-503, the variance between actual facility carbon costs and facility carbon costs recovered in rates as approved by the OEB.

Debit            -        Account No.179-503  
                                 Other Deferred Charges – Federal Carbon Charge – Facility  
                                 Variance Account

Credit           -        Account No. 323  
                                 Other Interest Expense

To record, as a debit (credit) in Variance Account No. 179-503, interest on the balance in Deferral Account No. 179-503. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the OEB in EB-2006-0117.

**EGD RATE ZONE**

**Accounting Entries for  
2019 Gas Supply Plan Cost Consequences Deferral Account  
Deferral Account No. 179-504**

The purpose of Deferral Account No. 179-504 is to record the forecast revenue deficiencies for major cost components of the 2019 gas supply plan such as commodity, transportation, and storage that results from changes to the 2019 gas supply portfolio, relative to the 2018 gas supply portfolio (i.e. impact of supply mix change, net of price changes that are otherwise captured through the QRAM methodology), which are not captured through the EGD rate zone approved QRAM methodology.

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

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No. 179-504  
2019 Gas Supply Plan Cost Consequences Deferral Account

Credit - Account No. 300  
Operating Revenue

To record, as a debit in Deferral Account No. 179-504, the revenue deficiencies for major cost components of the 2019 gas supply plan such as commodity, transportation and storage that results from changes to the 2019 gas supply portfolio, relative to the 2018 gas supply portfolio (i.e. impact of supply mix change, net of price changes that are otherwise captured through the QRAM methodology), which are not captured through the EGD rate zone approved QRAM methodology.

Debit - Accounts No. 179-504  
2019 Gas Supply Plan Cost Consequences Deferral Account

Credit - Accounts No. 323  
Other Interest Expense

To record, as a debit in Deferral Account No. 179-504, interest on the balance in Deferral Account No. 179-504. Simple Interest will be computed monthly on the opening balance in said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Short-term Storage and Other Balancing Services  
Deferral Account No. 179-70**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No. 571  
Storage Revenue

Credit - Account No. 179-70  
Other Deferred Charges - Short-term Storage and Other Balancing Services

To record, as a debit (credit) in Deferral Account No. 179-70 the utility portion of actual net revenues for Short-term Storage and Other Balancing Services, less the 10% shareholder incentive to provide these services and less the net revenue forecast for these services as approved by the Board for ratemaking purposes. The utility portion of actual net revenues for Short-term Storage and Other Balancing Services is determined by allocating total margins received from the sale of these services based on the utility share of the total quantity of the services sold each calendar year. The utility share reflects the transactions supported by utility storage space (up to the 100 PJ cap – both planned and excess over planned).

Debit - Account No. 571  
Storage Revenue

Credit - Account No. 179-70  
Other Deferred Charges – Short-term Storage and Other Balancing Services

To record, as a credit in Deferral Account No. 179-70 payments by the Company's non-utility business to its utility business for storage encroachment.

Debit - Account No.179-70  
Other Deferred Charges - Short-term Storage and Other Balancing Services

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-70, interest on the balance in Deferral Account No. 179- 70. Simple interest will be computed monthly upon finalization of the year-end balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Lost Revenue Adjustment Mechanism  
Deferral Account No. 179-75**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No.179-75 Other Deferred Charges - Lost Revenue Adjustment Mechanism
Credit	-	Account No. 529 Other Sales

To record, as a debit (credit) in Deferral Account No. 179-75, the difference between actual margin reductions related to the Company's DSM plans and the margin reduction included in gas delivery rates as approved by the Board.

Debit	-	Income Account No. 179-75 Other Deferred Charges - Lost Revenue Adjustment Mechanism
Credit	-	Account No. 323 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-75, interest expense on the balance in Deferral Account No. 179-75. Simple interest will be computed monthly upon finalization of the year-end balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Unbundled Services Unauthorized Storage Overrun  
Deferral Account No. 179-103**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A, prescribed under the Ontario Energy Board Act.

Debit	-	Account No.571 Storage Revenue
Credit	-	Account No. 179-103 Other Deferred Charges – Unbundled Services Unauthorized Storage Overrun

To record as a credit (debit) in Deferral Account No. 179-103 any unauthorized storage overrun charges incurred by customers electing unbundled service.

Debit	-	Account No. 179-103 Other Deferred Charges – Unbundled Services Unauthorized Storage Overrun
Credit	-	Account No. 323 Other Interest Expense

To record as a debit (credit) in Deferral Account No. 179-103, interest on the balance in Deferral Account No. 179-103. Simple interest will be computed on the monthly opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
South Purchase Gas Variance Account  
Deferral Account No. 179-106**

This account is applicable to the Union South rate zone of the Company. Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No. 179-106  
Other Deferred Charges – South Purchase Gas Variance Account

Credit - Account No. 623  
Cost of Gas

To record, as a debit (credit) in Deferral Account No. 179-106, the difference between the unit cost of gas purchased each month for the Union South rate zone and the unit cost of gas included in the gas sales rates as approved by the Board, including the difference between the actual heat content of the gas purchased and the forecast heat content included in gas sales rates.

Debit - Account No. 179-106  
Other Deferred Charges - South Purchase Gas Variance Account

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-106, interest expense on the balance in Deferral Account No. 179-106. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Spot Gas Variance Account  
Deferral Account No. 179-107**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit            -            Account No. 179-107  
   Other Deferred Charges –Spot Gas Variance Account

Credit            -            Account No. 623  
   Cost of Gas

To record, as a debit (credit) in Deferral Account No. 179-107, the difference between the unit cost of spot gas purchased each month and the unit cost of gas included in the gas sales rates as approved by the Board on the spot volumes purchased in excess of planned purchases.

Debit            -            Account No. 623  
   Cost of Gas

Credit            -            Account No. 179-107  
   Other Deferred Charges –Spot Gas Variance Account

To record, as a credit (debit) in Deferral Account No. 179-107, the approved gas supply charges recovered through the delivery component of rates.

Debit            -            Account No. 179-107  
   Other Deferred Charges – Spot Gas Variance Account

Credit            -            Account No. 323  
   Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-107, interest expense on the balance in Deferral Account No. 179-107. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Unabsorbed Demand Cost (UDC) Variance Account  
Deferral Account No. 179-108**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No. 179-108  
Other Deferred Charges – Unabsorbed Demand Cost Variance Account

Credit - Account No. 663  
Transportation of Gas by Others

To record, as a debit (credit) in Deferral Account No. 179-108, the difference between the actual unabsorbed demand costs incurred by the Company and the amount of unabsorbed demand charges included in rates as approved by the Board.

Debit - Account No. 663  
Transportation of Gas by Others

Credit - Account No. 179-108  
Other Deferred Charges – Unabsorbed Demand Cost Variance Account

To record, as a credit (debit) in Deferral Account No. 179-108, the benefit from the temporary assignment of unutilized capacity under the Company's transportation contracts to the Union North rate zone. The benefit will be equal to the recovery of pipeline demand charges and other charges resulting from the temporary assignment of unutilized capacity that have been included in gas sales rates.

Debit - Account No. 179-108  
Other Deferred Charges – Unabsorbed Demand Cost Variance Account

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-108, interest expense on the balance in Deferral Account No. 179-108. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Inventory Revaluation Account  
Deferral Account No. 179-109**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A, prescribed under the Ontario Energy Board Act.

Debit            -            Account No. 179-109  
                                 Other Deferred Charges – Inventory Revaluation

Credit            -            Account No. 152  
                                 Gas in Storage - Available for Sale

To record, as a debit (credit) in Deferral Account No. 179-109, the decrease (increase) in the value of gas inventory available for sale to sales service customers due to changes in the Company's weighted average cost of gas approved by the Board for rate making purposes.

Debit            -            Account No. 179-109  
                                 Other Deferred Charges – Inventory Revaluation Account

Credit            -            Account No. 323  
                                 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-109, interest expense on the balance in Deferral Account No. 179-109. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

## Union Rate Zones

### ACCOUNTING TREATMENT FOR A DEMAND SIDE MANAGEMENT VARIANCE ACCOUNT (“DSMVA”)

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No. 179-111  
Demand Side Management Variance Account

Credit - Account No. 728 General  
Expense

To record as a debit (credit) in Deferral Account No. 179-111, the difference between actual and the approved direct DSM expenditure budget currently approved for recovery in rates, provided that any excess over the approved direct DSM expenditure budget does not exceed 15% of the direct DSM expenditure budget. Any excess over the approved direct DSM expenditure budget for the year must be for incremental DSM volume savings that are cost effective as determined by the Total Resource Cost Test.

A portion of the variance captured in the DSMVA may reflect forecast commitments in customer incentive payments for future periods. Customer incentive payments are a component of the annual DSM budget recovered through rates. However, due to the multi-year aspect of several of the Company's programs, incentive amounts recovered in the current year may not be payable until they become due in future years. In accordance with the Report of the Ontario Energy Board: Mid-Term Review of Demand Side Management (“DSM”) Framework for Natural Gas Distributors (2015-2020), the DSMVA may be used to track and carry forward the forecasted cumulative customer incentive commitments net of payments made (in relation to incentive commitments made in the current year, or in relation to incentive paid that became due in the current year in relation to commitments made in prior years). Each incentive amount not paid out will be returned to ratepayers in the year following its last potential commitment date, or at such other time as directed by the OEB.

Debit - Account No. 179-111  
Other Deferred Charges – Demand Side Management Variance Account

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-111, interest expense on the balance in Deferral Account No. 179-111. Simple interest will be computed monthly upon finalization of the year-end balance in the said account in accordance with the methodology approved by the EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Gas Distribution Access Rule (GDAR) Costs  
Deferral Account No. 179-112**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No. 179-112 Other Deferred Charges - Deferred Gas Distribution Access Rule (GDAR) Costs
Credit	-	Account No. 728 General Expense

To record, as a debit (credit) in Deferral Account No. 179-112 the difference between the actual costs required to implement the appropriate process and system changes to achieve compliance with GDAR and the costs included in rates as approved by the Board.

Debit	-	Account No.179-112 Other Deferred Charges - Deferred Gas Distribution Access Rule (GDAR) Costs
Credit	-	Account No. 323 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-112, interest on the balance in Deferral Account No. 179-112. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Conservation Demand Management  
Deferral Account No. 179-123**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit           -       Account No. 312  
                          Non-Gas Operating Revenue

Credit           -       Account No.179-123  
                          Other Deferred Charges – Conservation Demand Management

To record, as a credit in Deferral Account No. 179-123, 50% of the actual revenues generated from the Conservation Demand Management (CDM) program that will be paid to customers upon approval by the Board for rate making purposes.

Debit           -       Account No. 323  
                          Other Interest Expense

Credit           -       Account No.179-123  
                          Other Deferred Charges – Conservation Demand Management

To record, as a credit in Deferral Account No. 179-123, interest expense on the balance in Deferral Account No. 179-123. Simple interest will be computed monthly on the opening balance in the said account at the short term debt rate as approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Demand Side Management Incentive  
Deferral Account No. 179-126**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No. 179-126 Other Deferred Charges – Demand Side Management Incentive
Credit	-	Account No. 319 Other Income

To record, as a debit in Deferral Account No. 179-126, the shareholder incentive earned by the Company in relation to its Demand Side Management (DSM) Programs.

Debit	-	Account No. 179-126 Other Deferred Charges – Demand Side Management Incentive
Credit	-	Account No. 323 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-126, interest on the balance in Deferral Account No. 179-126. Simple interest will be computed monthly on the opening balance in the said account at the short term debt rate as approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Upstream Transportation Optimization  
Deferral Account No. 179-131**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No. 179-131  
Other Deferred Charges – Upstream Transportation Optimization

Credit - Account No. 626  
Exchange Gas

To record as a debit in Deferral Account No. 179-131 a receivable from customers and a reduction in cost of gas for the unit rate of optimization revenues refunded to in-franchise customers multiplied by the actual distribution transportation volumes.

Debit - Account No. 579  
Miscellaneous Operating Revenue

Credit - Account No. 179-131  
Other Deferred Charges – Upstream Transportation Optimization

To record as a credit in Deferral Account No. 179-131 a payable to customers and a reduction in transportation revenue equal to the ratepayer portion (90%) of the actual net revenue from gas supply optimization activities.

Debit - Account No. 323  
Other Interest Expense

Credit - Account No. 179-131  
Other Deferred Charges – Upstream Transportation Optimization

To record, as a debit (credit) in Deferral Account No. 179-131, interest on the balance in Deferral Account No. 179-131. Simple interest will be computed monthly upon finalization of the year-end balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Deferral Clearing Variance Account  
Deferral Account No. 179-132**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit            -        Account No. 179-132  
                                 Other Deferred Charges – Deferral Clearing Variance Account

Credit            -        Account No. 179  
                                 Other Deferred Charges

To record as a debit (credit) in Deferral Account No. 179-132 a receivable from (payable to) ratepayers for the amount arising from differences between actual and forecast volumes used for the purposes of clearing non-gas commodity deferral account, earnings sharing and other balances.

Debit            -        Account No. 179-132  
                                 Other Deferred Charges – Deferral Clearing Variance Account

Credit            -        Account No. 323  
                                 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-132, interest on the balance in Deferral Account No. 179-132. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Normalized Average Consumption (NAC) Account  
Deferral Account No. 179-133**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit            -        Account No. 179-133  
                                 Normalized Average Consumption Account

Credit           -        Account No. 500  
                                 Sales Revenue

To record as a debit (credit) in Deferral Account No. 179-133 the variance in revenue resulting from the difference between forecast normalized average consumption (NAC) included in rates as approved by the Board and actual NAC for general service rate classes Rate M1, Rate M2, Rate 01, and Rate 10.

Debit            -        Account No. 179-133  
                                 Normalized Average Consumption Account

Credit           -        Account No. 323  
                                 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-133, interest on the balance in Deferral Account No. 179-133. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Unaccounted for Gas (UFG) Volume Variance Account  
Deferral Account No. 179-135**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No. 179-135 UFG Volume Variance Account
Credit	-	Account No. 654 Gas Losses

To record as a debit (credit) in Deferral Account No. 179-135 the difference between the UFG recovered in revenue at rates approved by the Board and the actual cost of UFG expensed, in excess of \$5 million.

Debit	-	Account No. 179-135 UFG Volume Variance Account
Credit	-	Account No. 323 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-135, interest on the balance in Deferral Account No. 179-135. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Parkway West Project Costs  
Deferral Account No. 179-136**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit            -        Account No.179-136  
                                 Other Deferred Charges – Parkway West Project Costs

Credit           -        Account No. 579  
                                 Miscellaneous Operating Revenue

To record, as a debit (credit) in Deferral Account No. 179-136, the difference between the actual revenue requirement related to the costs for the Parkway West Project and the revenue requirement included in rates as approved by the Board.

Debit            -        Account No.179-136  
                                 Other Deferred Charges – Parkway West Project Costs

Credit           -        Account No. 323  
                                 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-136, interest on the balance in Deferral Account No. 179-136. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Brantford-Kirkwall/Parkway D Project Costs  
Deferral Account No. 179-137**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit            -        Account No.179-137  
                                 Other Deferred Charges – Brantford-Kirkwall/Parkway D Project Costs

Credit           -        Account No. 579  
                                 Miscellaneous Operating Revenue

To record, as a debit (credit) in Deferral Account No. 179-137, the difference between the actual revenue requirement related to the costs for the Brantford-Kirkwall/Parkway D Project and the revenue requirement included in rates as approved by the Board.

Debit            -        Account No.179-137  
                                 Other Deferred Charges – Brantford-Kirkwall/Parkway D Project Costs

Credit           -        Account No. 323  
                                 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-137, interest on the balance in Deferral Account No. 179-137. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Parkway Obligation Rate Variance  
Deferral Account No. 179-138**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit           -       Account No.179-138  
                          Other Deferred Charges – Parkway Obligation Rate Variance

Credit           -       Account No. 300  
                          Operating Revenue

To record, as a debit (credit) in Deferral Account No. 179-138, the rate variances associated with the timing differences between the effective date of the Parkway delivery obligation changes and the temporary capacity and the inclusion of the cost impacts in approved rates (January 1 of the following year).

Debit           -       Account No.179-138  
                          Other Deferred Charges – Parkway Obligation Rate Variance

Credit           -       Account No. 323  
                          Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-138, interest on the balance in Deferral Account No. 179-138. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Unaccounted for Gas (UFG) Price Variance Account  
Deferral Account No. 179-141**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No. 179-141  
Other Deferred Charges - UFG Price Variance Account

Credit - Account No. 179-106  
Other Deferred Charges – South/North Purchase Gas Variance Accounts

To record as a debit (credit) in Deferral Account No. 179-141, the variance between the actual price of the Company's purchases and the applicable Board-approved reference price, applied to the Company's actual experienced UFG volumes.

Debit - Account No. 179-141  
Other Deferred Charges - UFG Price Variance Account

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-141, interest on the balance in Deferral Account No. 179-141. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Lobo C Compressor/Hamilton-Milton Pipeline Project Costs  
Deferral Account No. 179-142**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No.179-142  
Other Deferred Charges – Lobo C Compressor/Hamilton-Milton Pipeline Project Costs

Credit - Account No. 579  
Miscellaneous Operating Revenue

To record, as a debit (credit) in Deferral Account No. 179-142, the difference between the actual revenue requirement related to the costs for the Lobo C Compressor/Hamilton to Milton Pipeline Project and the revenue requirement included in rates as approved by the Board.

Debit - Account No.179-142  
Other Deferred Charges – Lobo C Compressor/Hamilton-Milton Pipeline Project Costs

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-142, interest on the balance in Deferral Account No. 179-142. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Unauthorized Overrun Non-Compliance Account  
Deferral Account No. 179-143**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No. 500 Sales Revenue
Credit	-	Account No. 179-143 Other Deferred Charges – Unauthorized Overrun Non-Compliance Account

To record as a credit (debit) in Deferral Account No. 179-143 any unauthorized overrun non-compliance charges incurred by interruptible distribution customers for not complying with a distribution interruption.

Debit	-	Account No. 323 Other Interest Expense
Credit	-	Account No. 179-143 Other Deferred Charges – Unauthorized Overrun Non-Compliance Account

To record, as a credit (debit) in Deferral Account No. 179-143, interest on the balance in Deferral Account No. 179-143. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Dawn H/Lobo D/Bright C Compressor Project Costs  
Deferral Account No. 179-144**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No.179-144  
Other Deferred Charges – Dawn H/Lobo D/Bright C Compressor Project Costs

Credit - Account No. 579  
Miscellaneous Operating Revenue

To record, as a debit (credit) in Deferral Account No. 179-144, the difference between the actual revenue requirement related to the costs for the Dawn H/Lobo D/Bright C Compressor Project and the revenue requirement included in rates as approved by the Board.

Debit - Account No.179-144  
Other Deferred Charges – Dawn H/Lobo D/Bright C Compressor Project Costs

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-144, interest on the balance in Deferral Account No. 179-144. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Transportation Tolls and Fuel – Union North West Operations Area  
Deferral Account No. 179-145**

This account is applicable to the North West Operations of the Company. Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No.179-145  
Other Deferred Charges – Transportation Tolls and Fuel – Union North West Operations Area

Credit - Account No. 623  
Cost of Gas

To record, as a debit (credit) in Deferral Account No. 179-145, the difference in the costs between the actual cost of the transportation portfolio to serve Union North West delivery areas including associated fuel costs and the forecast cost of the transportation portfolio to serve these areas including associated forecast fuel costs as approved by the Board.

Debit - Account No. 179-145  
Other Deferred Charges - Transportation Tolls and Fuel – Union North West Operations Area

Credit - Account No. 623  
Cost of Gas

To record, as a debit (credit) in Deferral Account No. 179-145 charges that result from the Limited Balancing Agreement.

Debit - Account No. 500  
Sales Revenue

Credit - Account No. 179-145  
Other Deferred Charges - Transportation Tolls and Fuel – Union North West Operations Area

To record, as a credit (debit) in Deferral Account No. 179-145 revenue from T-Service customers for load balancing service resulting from the Limited Balancing Agreement.

Debit - Account No. 179-145  
Other Deferred Charges - Transportation Tolls and Fuel – Union North West Operations Area

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-145 interest expense on the balance in Deferral Account No. 179-145. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Transportation Tolls and Fuel – Union North East Operations Area  
Deferral Account No. 179-146**

This account is applicable to the North East Operations of the Company. Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No.179-146  
Other Deferred Charges – Transportation Tolls and Fuel – Union North East Operations Area

Credit - Account No. 623  
Cost of Gas

To record, as a debit (credit) in Deferral Account No. 179-146, the difference in the costs between the actual cost of the transportation portfolio to serve Union North East delivery areas including associated fuel costs and the forecast cost of the transportation portfolio to serve these areas including associated forecast fuel costs as approved by the Board.

Debit - Account No. 179-146  
Other Deferred Charges - Transportation Tolls and Fuel – Union North East Operations Area

Credit - Account No. 623  
Cost of Gas

To record, as a debit (credit) in Deferral Account No. 179-146 charges that result from the Limited Balancing Agreement.

Debit - Account No. 500  
Sales Revenue

Credit - Account No. 179-146  
Other Deferred Charges - Transportation Tolls and Fuel – Union North East Operations Area

To record, as a credit (debit) in Deferral Account No. 179-146 revenue from T-Service customers for load balancing service resulting from the Limited Balancing Agreement.

Debit - Account No. 179-146  
Other Deferred Charges - Transportation Tolls and Fuel – Union North East Operations Area

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-146 interest expense on the balance in Deferral Account No. 179-146. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Union North West Purchase Gas Variance Account  
Deferral Account No. 179-147**

This account is applicable to the North West delivery areas of the Company. Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit            -        Account No. 179-147  
                                 Other Deferred Charges – Union North West Purchase Gas Variance Account

Credit           -        Account No. 623  
                                 Cost of Gas

To record, as a debit (credit) in Deferral Account No. 179-147, the difference between the unit cost of gas purchased each month for the Union North West delivery areas and the unit cost of gas included in the gas sales rates as approved by the Board, including the difference between the actual heat content of the gas purchased and the forecast heat content included in gas sales rates.

Debit            -        Account No. 179-147  
                                 Other Deferred Charges - Union North West Purchase Gas Variance Account

Credit           -        Account No. 323  
                                 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-147, interest expense on the balance in Deferral Account No. 179-147. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Union North East Purchase Gas Variance Account  
Deferral Account No. 179-148**

This account is applicable to the North East delivery areas of the Company. Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit            -        Account No. 179-148  
                                 Other Deferred Charges – Union North East Purchase Gas Variance Account

Credit            -        Account No. 623  
                                 Cost of Gas

To record, as a debit (credit) in Deferral Account No. 179-148, the difference between the unit cost of gas purchased each month for the Union North East delivery areas and the unit cost of gas included in the gas sales rates as approved by the Board, including the difference between the actual heat content of the gas purchased and the forecast heat content included in gas sales rates.

Debit            -        Account No. 179-148  
                                 Other Deferred Charges - Union North East Purchase Gas Variance Account

Credit            -        Account No. 323  
                                 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-148, interest expense on the balance in Deferral Account No. 179-148. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Burlington-Oakville Project Costs  
Deferral Account No. 179-149**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit            -        Account No.179-149  
                                 Other Deferred Charges – Burlington-Oakville Project Costs

Credit           -        Account No. 579  
                                 Miscellaneous Operating Revenue

To record, as a debit (credit) in Deferral Account No. 179-149, the difference between the actual revenue requirement related to the costs for the Burlington Oakville Project and the revenue requirement included in rates as approved by the Board.

Debit            -        Account No.179-149  
                                 Other Deferred Charges – Burlington-Oakville Project Costs

Credit           -        Account No. 323  
                                 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-149, interest on the balance in Deferral Account No. 179-149. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Demand Side Management Cost-Efficiency Incentive Deferral Account (DSMCEIDA)  
Deferral Account No. 179-150**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit            -        Account No. 728  
                                  General Expense

Credit           -        Account No. 179-150  
                                  Other Deferred Charges – DSMCEIDA

The purpose of the DSMCEIDA is to record, as a credit in Deferral Account No. 179-150, the differences between the Company's annual approved DSM budget and the actual amounts spent to achieve the total aggregate annual lifetime savings (cumulative cubic metres of natural gas, or CCM) targets made up of all 100% CCM targets across all programs, in accordance with program evaluation results. Any OEB- approved DSMCEIDA amounts will be available to use in meeting the Company's targets in a subsequent year over the 2015-2020 DSM term.

**UNION RATE ZONES**

**Accounting Entries for  
OEB Cost Assessment Variance Account  
Deferral Account No. 179-151**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No. 179-151 Other Deferred Charges – OEB Cost Assessment Variance Account
Credit	-	Account No. 728 General Expense

To record as a debit (credit) in Deferral Account No. 179-151 any differences between OEB cost assessments currently built into rates, and cost assessments that will result from the application of the new cost assessment model effective April 1, 2016. The account is subject to a \$1 million materiality threshold.

Debit	-	Account No. 179-151 Other Deferred Charges – OEB Cost Assessment Variance Account
Credit	-	Account No. 323 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-151, interest on the balance in Deferral Account No. 179-151. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Base Service North T-Service TransCanada Capacity Deferral Account  
Deferral Account No. 179-153**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No.179-153  
Other Deferred Charges – Base Service North T-Service TransCanada Capacity Deferral Account

Credit - Account No. 140  
Accounts Receivable - Customers

To record, as a debit (credit) in Deferral Account No. 179-153, the differences between revenues and costs for the excess capacity from Parkway to the Company's Point of Receipt as part of the Base Service offering of the North T- Service Transportation from Dawn.

Debit - Account No. 179-153  
Other Deferred Charges - Base Service North T-Service TransCanada Capacity Deferral Account

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-153 interest expense on the balance in Deferral Account No. 179-153. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Panhandle Reinforcement Project Costs  
Deferral Account No. 179-156**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit            -        Account No.179-156  
                                 Other Deferred Charges – Panhandle Reinforcement Project Costs

Credit            -        Account No. 579  
                                 Miscellaneous Operating Revenue

To record, as a debit (credit) in Deferral Account No. 179-156, the difference between the actual net delivery revenue requirement related to the costs for the Panhandle Reinforcement Project and the net delivery revenue requirement included in rates as approved by the Board.

Debit            -        Account No.179-156  
                                 Other Deferred Charges – Panhandle Reinforcement Project Costs

Credit            -        Account No. 323  
                                 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-156, interest on the balance in Deferral Account No. 179-156. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Incremental Capital Module (ICM) Deferral Account  
Deferral Account No. 179-159**

The purpose of the Union Rate Zones ICM deferral account is to record, on a project-by-project basis, the difference between the actual revenue requirement for the Union Rate Zones approved ICM projects, and the actual revenues collected through ICM rates approved by the Board for the Union Rate Zones. The actual revenue requirement will include costs associated with the capital investment, including return on rate base, depreciation expense, and associated income taxes. The actual revenues will be those collected through the ICM rate riders approved by the Board for the Union Rate Zones.

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

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No.179- 159  
Other Deferred Charges – Union Rate Zones – ICM Deferral Account

Credit - Account No. 579  
Miscellaneous Operating Revenue

To record, as a debit (credit) in Deferral Account No. 179-159, the difference between the actual revenue requirement for approved ICM Projects and the actual revenues collected through ICM rates approved by the Board.

Debit - Account No.179-159  
Other Deferred Charges – Union Rate Zones – ICM Deferral Account

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-159, interest on the balance in Deferral Account No. 179-159. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Sudbury Replacement Project Costs  
Deferral Account No. 179-162**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit	-	Account No.179-162 Other Deferred Charges – Sudbury Replacement Project Costs
Credit	-	Account No. 579 Miscellaneous Operating Revenue

To record, as a debit (credit) in Deferral Account No. 179-162, the difference between the actual revenue requirement related to the costs for the Sudbury Replacement Project and the revenue requirement included in rates as approved by the Board.

Debit	-	Account No.179-162 Other Deferred Charges – Sudbury Replacement Project Costs
Credit	-	Account No. 323 Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-162, interest on the balance in Deferral Account No. 179-162. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the Board in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Federal Carbon Charge – Facility Variance Account  
Variance Account No. 179-420**

The purpose of the Federal Carbon Charge – Facility Variance Account is to record the variance between actual facility carbon costs and actual facility costs recovered in rates as approved by the OEB.

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

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No.179-420  
Other Deferred Charges – Federal Carbon Charge – Facility Variance Account

Credit - Account No. 579  
Miscellaneous Operating Revenue

To record, as a debit (credit) in Variance Account No. 179-420, the variance between actual facility carbon costs and facility carbon costs recovered in rates as approved by the OEB.

Debit - Account No.179-420  
Other Deferred Charges – Federal Carbon Charge – Facility Variance Account

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Variance Account No. 179-420, interest on the balance in Deferral Account No. 179-420. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the OEB in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Federal Carbon Charge – Customer Variance Account  
Variance Account No. 179-421**

The purpose of the Federal Carbon Charge – Customer Variance Account is to record the variance between actual federal customer carbon levy and actual federal customer levy recovered in rates as approved by the OEB.

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

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No.179- 421  
Other Deferred Charges – Federal Carbon Charge – Customer Variance Account

Credit - Account No. 579  
Miscellaneous Operating Revenue

To record, as a debit (credit) in Variance Account No. 179-421, the variance between actual customer carbon levy costs and customer carbon levy costs recovered in rates as approved by the OEB.

Debit - Account No.179-421  
Other Deferred Charges – Federal Carbon Charge – Customer Variance Account

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-421, interest on the balance in Variance Account No. 179-421. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the OEB in EB-2006-0117.

**UNION RATE ZONES**

**Accounting Entries for  
Greenhouse Gas Emissions Administration Deferral Account  
Deferral Account No. 179-422**

Account numbers are from the Uniform System of Accounts for Gas Utilities, Class A prescribed under the Ontario Energy Board Act.

Debit - Account No.179-422  
Other Deferred Charges – Greenhouse Gas Emissions Administration Deferral Account

Credit - Account No. 728  
General Expense

To record, as a debit (credit) in Deferral Account No. 179-422, the Administration costs associated with the impacts of federal regulations related to greenhouse gas emission requirements.

Debit - Account No.179-422  
Other Deferred Charges – Greenhouse Gas Emissions Administration Deferral Account

Credit - Account No. 323  
Other Interest Expense

To record, as a debit (credit) in Deferral Account No. 179-422, interest on the balance in Deferral Account No. 179-422. Simple interest will be computed monthly on the opening balance in the said account in accordance with the methodology approved by the OEB in EB-2006-0117.