APPENDIX B

DRAFT RATE ORDER – UNION RATE ZONES

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ENBRIDGE GAS INC. Union North

Summary of Changes to Sales Rates Rate 01A - Small Volume General Firm Service

Line No.	Particulars (cents/m³)	EB-2022-0219 Approved October 1, 2022 Rate	Rate Change	EB-2022-0133 Approved January 1, 2023 Rate
		(a)	(b)	(c)
1	Monthly Charge - All Zones	\$23.18	\$0.80	\$23.98
	Monthly Delivery Charge - All Zones			
2	First 100 m³	10.6557	0.8781	11.5338
3	Next 200 m ³	10.3985	0.8580	11.2565
4	Next 200 m ³	9.9910	0.8258	10.8168
5	Next 500 m ³	9.6171	0.7964	10.4135
6	Over 1,000 m³	9.3080	0.7719	10.0799
7	Delivery - Price Adjustment (All Volumes)	-		-
	Carbon Charges			
8	Federal Carbon Charge (if applicable)	9.7900		9.7900
9	Facility Carbon Charge (in addition to Delivery Charge)	0.0141		0.0141
10	Federal Carbon Charge - Price Adjustment	-		-
	Gas Transportation Service			
11	Union North West Zone	4.6563	0.0005	4.6568
12	Union North East Zone	2.3723	0.0085	2.3808
13	Transportation - Price Adjustment (Union North West)	0.6490 (1)		0.6490 (1)
14	Transportation - Price Adjustment (Union North East)	(0.0836) (1)		(0.0836) (1)
	Transportation Theory against (Giller Hotal Zact)	(0.0000) (.)		(0.0000) (1)
	Storage Service		0.4-0.4	
15	Union North West Zone	2.1836	0.1591	2.3427
16	Union North East Zone	5.9294	0.3637	6.2931
17	Storage - Price Adjustment (Union North West)	-		_
18	Storage - Price Adjustment (Union North East)	-		-
	Commodity Cost of Gas and Fuel			
19	Union North West Zone	30.2414	0.0073	30.2487
20	Union North East Zone	32.9173	0.0073	32.9246
20	Chief North East Zone	32.3173	0.0070	02.0270
21	Commodity and Fuel - Price Adjustment (Union North West)	(0.3965) (1)		(0.3965) (1)
22	Commodity and Fuel - Price Adjustment (Union North East)	4.8866 (1)		`4.8866 (1)
23	System Expansion Surcharge (if applicable)	23.0000		23.0000

⁽¹⁾ Prospective recovery of gas supply deferral accounts.

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

Line No.	Particulars (cents/m³)	EB-2022-0219 Approved October 1, 2022 Rate	Rate Change	EB-2022-0133 Approved January 1, 2023 Rate
		(a)	(b)	(c)
1	Monthly Charge - All Zones	\$74.92	\$2.66	\$77.58
	Monthly Delivery Charge - All Zones			
2	First 1,000 m ³	9.5014	1.0098	10.5112
3	Next 9,000 m ³	7.8083	0.8418	8.6501
4	Next 20,000 m ³	6.8433	0.7281	7.5714
5	Next 70,000 m ³	6.2258	0.6684	6.8942
6	Over 100,000 m ³	3.8860	0.4422	4.3282
7	Delivery - Price Adjustment (All Volumes)	-		-
	Carbon Charges			
8	Federal Carbon Charge (if applicable)	9.7900		9.7900
9	Facility Carbon Charge (in addition to Delivery Charge)	0.0141		0.0141
10	Federal Carbon Charge - Price Adjustment	-		-
	Gas Transportation Service			
11	Union North West Zone	4.1038	0.0001	4.1039
12	Union North East Zone	2.1841	0.0092	2.1933
13	Transportation - Price Adjustment (Union North West)	0.6490 (1)		0.6490 (1)
14	Transportation - Price Adjustment (Union North East)	(0.0836) (1)		(0.0836) (1)
	Storage Service			
15	Union North West Zone	1.7073	0.1669	1.8742
16	Union North East Zone	4.3378	0.3747	4.7125
17	Storage - Price Adjustment (Union North West)	_		_
18	Storage - Price Adjustment (Union North East)	-		-
	Commodity Cost of Gas and Fuel			
19	Union North West Zone	30.2414	0.0073	30.2487
20	Union North East Zone	32.9173	0.0073	32.9246
21	Commodity and Fuel - Price Adjustment (Union North West)	(0.3965) (1)		(0.3965) (1)
22	Commodity and Fuel - Price Adjustment (Union North East)	4.8866 (1)		4.8866 (1)
0.0		22.22		22.222
23	System Expansion Surcharge (if applicable)	23.0000		23.0000

⁽¹⁾ Prospective recovery of gas supply deferral accounts.

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

Line No.	Particulars (cents/m³)	EB-2022-0219	Rate Change (b)	EB-2022-0133 Approved January 1, 2023 Rate (c)
1	Monthly Charge	\$1,043.67	\$48.09	\$1,091.76
2 3	Delivery Demand Charge First 70,000 m³ All over 70,000 m³	33.8043 19.8786	0.9925 0.5837	34.7968 20.4623
4 5	Delivery Commodity Charge First 852,000 m³ All over 852,000 m³	0.8133 0.6063	0.0198 0.0174	0.8331 0.6237
6 7	Carbon Charges Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Delivery Charge)	9.7900 0.0141		9.7900 0.0141
8 9	Monthly Gas Supply Demand Charge Union North West Zone Union North East Zone	43.7694 44.7516	0.2672 0.2631	44.0366 45.0147
10	Gas Supply Demand - Price Adjustment (All Zones)	-		-
11 12	Commodity Transportation 1 Union North West Zone Union North East Zone	2.6479 1.8291	0.0116 0.0094	2.6595 1.8385
13 14	Transportation 1 - Price Adjustment (Union North West) Transportation 1 - Price Adjustment (Union North East)	0.6490 (1) (0.0836) (1)		0.6490 (1) (0.0836) (1)
15 16	Commodity Transportation 2 Union North West Zone Union North East Zone	- -		<u>.</u>
17 18	Commodity Cost of Gas and Fuel Union North West Zone Union North East Zone	29.2969 31.8886	0.0073 0.0073	29.3042 31.8959
19 20	Commodity and Fuel - Price Adjustment (Union North West) Commodity and Fuel - Price Adjustment (Union North East)	(0.3965) (1) 4.8866 (1)		(0.3965) (1) 4.8866 (1)
21 22	Bundled Storage Service (\$/GJ) Monthly Demand Charge Commodity Charge	18.587 0.254	0.248 0.007	18.835 0.261
23	Storage Demand - Price Adjustment	-		-

⁽¹⁾ Prospective recovery of gas supply deferral accounts.

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

Line No.	Particulars (cents/m³)	EB-2022-0219 Approved October 1, 2022 Rate	Rate Change	EB-2022-0133 Approved January 1, 2023 Rate
		(a)	(b)	(c)
1	Monthly Charge	\$1,554.83	\$67.03	\$1,621.86
	Delivery Demand Charge			
2	All Zones	19.1421	0.8039	19.9460
3	Delivery Commodity Charge All Zones	0.2772	0.0107	0.2879
4 5	Carbon Charges Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Delivery Charge)	9.7900 0.0141		9.7900 0.0141
6 7	Monthly Gas Supply Demand Charge Union North West Zone Union North East Zone	79.9636 120.1986	(4.6892) (6.1527)	75.2744 114.0459
8	Gas Supply Demand - Price Adjustment (All Zones)	-		-
	Commodity Transportation 1			
9 10	Union North West Zone Union North East Zone	4.4856 6.8739	(0.2514) (0.3339)	4.2342 6.5400
11 12	Transportation 1 - Price Adjustment (Union North West) Transportation 1 - Price Adjustment (Union North East)	- -		- -
13 14	Commodity Transportation 2 Union North West Zone Union North East Zone	- -		- -
15 16	Commodity Cost of Gas and Fuel Union North West Zone Union North East Zone	29.2969 31.8886	0.0073 0.0073	29.3042 31.8959
17 18	Commodity and Fuel - Price Adjustment (Union North West) Commodity and Fuel - Price Adjustment (Union North East)	(0.3965) (1) 4.8866 (1)		(0.3965) (1) 4.8866 (1)
19 20	Bundled Storage Service (\$/GJ) Monthly Demand Charge Commodity Charge	18.587 0.254	0.248 0.007	18.835 0.261
21	Storage Demand - Price Adjustment	-		-

⁽¹⁾ Prospective recovery of gas supply deferral accounts.

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

Line No.	Particulars (cents/m³)	EB-2022-0219	Rate Change (b)	EB-2022-0133 Approved January 1, 2023 Rate (c)
	Rate 25 - Large Volume Interruptible Service			
1	Monthly Charge	\$350.19	\$18.37	\$368.56
	Delivery Charge - All Zones (1)			
2	Maximum	6.3160	0.6821	6.9981
	Carbon Charges			
3	Federal Carbon Charge (if applicable)	9.7900		9.7900
4	Facility Carbon Charge (in addition to Delivery Charge)	0.0141		0.0141
	Gas Supply Charges - All Zones			
5	Minimum	1.4848		1.4848
6	Maximum	675.9484		675.9484

Notes:
(1) Refer to Appendix C.

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

Line No.	Particulars (cents/m³)	EB-2022-0219	Rate Change (b)	EB-2022-0133 Approved January 1, 2023 Rate (c)
1 2 3	Utility Sales Commodity and Fuel Commodity and Fuel - Price Adjustment Transportation	32.6349 3.4561 (1)	0.0073	32.6422 3.4561 (1)
4	Total Gas Supply Commodity Charge	36.0910	0.0073	36.0983
5	M4 Firm Commercial/Industrial Minimum annual gas supply commodity charge	0.2012	0.0073	0.2085
6	M4 / M5A Interruptible Commercial/Industrial Minimum annual gas supply commodity charge	0.2012	0.0073	0.2085
	Storage and Transportation Supplemental Services - Rate T1, Rate T2 & Rate T3 Monthly demand charges: (\$/GJ)	<u>\$/GJ</u>		<u>\$/GJ</u>
7 8	Firm gas supply service Firm backstop gas	40.305 3.004	0.002	40.305 3.006
9 10	Commodity charges: Gas supply Backstop gas	8.363 8.932	0.026	8.363 8.957
11 12	Reasonable Efforts Backstop Gas Supplemental Inventory	10.179 Note (2)	0.137	10.315 Note (2)
13 14	Supplemental Gas Sales Service (cents/m³) Failure to Deliver	37.2266 3.158	0.1121 0.135	37.3386 3.293
15	Discretionary Gas Supply Service (DGSS)	Note (3)		Note (3)

⁽¹⁾ Prospective recovery of gas supply deferral accounts.

⁽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.

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

Line No.	Particulars (cents/m³)	EB-2022-0219 Approved October 1, 2022 Rate	Rate Change	EB-2022-0133 Approved January 1, 2023 Rate
		(a)	(b)	(c)
1	Rate M1 - Small Volume General Service Rate Monthly Charge	\$23.18	\$0.80	\$23.98
2	First 100 m ³	6.3359	0.4587	6.7946
3	Next 150 m³	6.0413	0.4409	6.4822
4	All over 250 m³	5.2806	0.3951	5.6757
5	Delivery - Price Adjustment (All Volumes)	-		-
	Carbon Charges			
6	Federal Carbon Charge (if applicable)	9.7900		9.7900
7	Facility Carbon Charge (in addition to Delivery Charge)	0.0141		0.0141
8	Federal Carbon Charge - Price Adjustment	-		-
9	Storage Service	0.8339	0.0686	0.9025
10	Storage - Price Adjustment	-		-
11	System Expansion Surcharge (if applicable)	23.0000		23.0000
	Rate M2 - Large Volume General Service Rate			
12	Monthly Charge	\$74.92	\$2.66	\$77.58
13	First 1,000 m ³	5.8575	0.6276	6.4851
14	Next 6,000 m ³	5.7581	0.6181	6.3762
15	Next 13,000 m³	5.4327	0.5716	6.0043
16	All over 20,000 m³	5.0779	0.5385	5.6164
17	Delivery - Price Adjustment (All Volumes) (4)	-		-
	Carbon Charges			
18	Federal Carbon Charge (if applicable)	9.7900		9.7900
19	Facility Carbon Charge (in addition to Delivery Charge)	0.0141		0.0141
20	Federal Carbon Charge - Price Adjustment	-		-
21	Storage Service	0.7589	0.0922	0.8511
22	Storage - Price Adjustment	-		-
23	System Expansion Surcharge (if applicable)	23.0000		23.0000

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

Line No.	Particulars (cents/m³)	EB-2022-0219	Rate Change (b)	EB-2022-0133 Approved January 1, 2023 Rate (c)
		(a)	(6)	(0)
	Rate M4 - Firm comm/ind contract rate			
	Monthly demand charge:			
1	First 8,450 m ³	67.0195	2.7191	69.7386
2 3	Next 19,700 m³ All over 28,150 m³	31.9927 27.4413	1.2192 1.0243	33.2119 28.4656
3	All over 26, 150 fff	27.4413	1.0243	20.4000
	Monthly delivery commodity charge:			
4	First block	2.1180	0.1705	2.2885
5	All remaining use	1.0264	0.1228	1.1492
6	Delivery - Price Adjustment (All Volumes)	-		-
	Carbon Charges			
7	Federal Carbon Charge (if applicable)	9.7900		9.7900
8	Facility Carbon Charge (in addition to Delivery Charge)	0.0141		0.0141
-	, , , , , , , , , , , , , , , , , , , ,			
9	Minimum annual firm delivery commodity charge	2.3192	0.1778	2.4970
	Interruptible contracts (1)			
10	Monthly Charge	\$726.48	\$30.40	\$756.88
11	Daily delivery commodity charge:	2 6040	0.2406	2 0244
11 12	2,400 m³ to 17,000 m³ 17,000 m³ to 30,000 m³	3.6018 3.4719	0.2196 0.2196	3.8214 3.6915
13	30,000 m³ to 50,000 m³	3.4719	0.2196	3.6232
14	50,000 m³ to 60,000 m³	3.3557	0.2196	3.5753
15	Delivery - Price Adjustment (All Volumes)	-		-
	Carbon Charges			
16	Federal Carbon Charge (if applicable)	9.7900		9.7900
17	Facility Carbon Charge (in addition to Delivery Charge)	0.0141		0.0141
18	Minimum annual interruptible delivery commodity charge	3.8030	0.2269	4.0299
	Rate M5A - interruptible comm/ind contract			
	Firm contracts (1)			
19	Monthly demand charge	40.1849	0.4016	40.5865
20	Monthly delivery commodity charge	2.9770	0.1668	3.1438
21	Delivery - Price Adjustment (All Volumes)	-		-
00	Carbon Charges	0.7000		0.7000
22 23	Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Delivery Charge)	9.7900 0.0141		9.7900 0.0141
23	Facility Carbon Charge (in addition to Delivery Charge)	0.0141		0.0141
	Interruptible contracts (1)			
24	Monthly Charge	\$726.48	\$30.40	\$756.88
	Daily delivery commodity charge:			
25	2,400 m³ to 17,000 m³	3.6018	0.2196	3.8214
26	17,000 m³ to 30,000 m³	3.4719	0.2196	3.6915
27	30,000 m³ to 50,000 m³	3.4036	0.2196	3.6232
28	50,000 m³ to 60,000 m³	3.3557	0.2196	3.5753
29	Delivery - Price Adjustment (All Volumes)	-		-
	Carbon Charges			
30	Federal Carbon Charge (if applicable)	9.7900		9.7900
31	Facility Carbon Charge (in addition to Delivery Charge)	0.0141		0.0141
32	Minimum annual interruptible delivery commodity charge	3.8030	0.2269	4.0299

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

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

Rate MT - Special large volume contract Firm	Line No.	Particulars (cents/m³)	EB-2022-0219 Approved October 1, 2022 Rate	Rate Change	EB-2022-0133 Approved January 1, 2023 Rate
Firm			(a)	(b)	(c)
Monthly delivery commodity charge 33.5024 0.3364 33.8388 2		Rate M7 - Special large volume contract			
Monthly delivery commodity charge 33.5024 0.3364 33.8388 2		Firm			
Delivery - Price Adjustment - - - - - - - - -	1		33.5024	0.3364	33.8388
Interruptible (1) Monthly delivery commodity charge: 6.5943 0.7735 7.3678	2	Monthly delivery commodity charge	0.6040	0.1147	0.7187
Monthly delivery commodity charge: Maximum	3	Delivery - Price Adjustment	-		-
4 Maximum 6.5943 0.7735 7.3678 5 Delivery - Price Adjustment - - - 6 Maximum 6.3502 0.7735 7.1237 7 Delivery - Price Adjustment - - - Carbon Charges 9.7900 9.7900 9.7900 9 Facility Carbon Charge (if applicable) 9.7900 9.7900 9 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 10 Monthly demand charge 26.2240 1.0044 27.2284 11 Monthly delivery commodity charge 26.2240 1.0044 27.2284 11 Monthly delivery commodity charge 0.4559 0.0729 0.5288 12 Delivery - Price Adjustment - - - 13 Federal Carbon Charge (if applicable) 9.7900 9.7900 14 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M10 - Small wholesale service					
Delivery - Price Adjustment -			2 - 2 - 2		
Seasonal (1)	4	Maximum	6.5943	0.7735	7.3678
Monthly delivery commodity charge:	5	Delivery - Price Adjustment	-		-
6 Maximum 6.3502 0.7735 7.1237 7 Delivery - Price Adjustment - - Carbon Charges 8 Federal Carbon Charge (if applicable) 9.7900 9.7900 9 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M9 - Large wholesale service 10 Monthly demand charge 26.2240 1.0044 27.2284 11 Monthly delivery commodity charge 0.4559 0.0729 0.5288 12 Delivery - Price Adjustment - - - Carbon Charges 13 Federal Carbon Charge (if applicable) 9.7900 9.7900 14 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M10 - Small wholesale service		Seasonal (1)			
7 Delivery - Price Adjustment - - Carbon Charges 8 Federal Carbon Charge (if applicable) 9.7900 9.7900 9 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M9 - Large wholesale service 10 Monthly demand charge 26.2240 1.0044 27.2284 11 Monthly delivery commodity charge 0.4559 0.0729 0.5288 12 Delivery - Price Adjustment - - - Carbon Charges - - - 13 Federal Carbon Charge (if applicable) 9.7900 9.7900 14 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M10 - Small wholesale service		Monthly delivery commodity charge:			
Carbon Charges 8 Federal Carbon Charge (if applicable) 9.7900 9.7900 9 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M9 - Large wholesale service 10 Monthly demand charge 26.2240 1.0044 27.2284 11 Monthly delivery commodity charge 0.4559 0.0729 0.5288 12 Delivery - Price Adjustment - - - Carbon Charges - - - 13 Federal Carbon Charge (if applicable) 9.7900 9.7900 14 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M10 - Small wholesale service	6	Maximum	6.3502	0.7735	7.1237
8 Federal Carbon Charge (if applicable) 9.7900 9.7900 9 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M9 - Large wholesale service 10 Monthly demand charge 26.2240 1.0044 27.2284 11 Monthly delivery commodity charge 0.4559 0.0729 0.5288 12 Delivery - Price Adjustment - - - Carbon Charges 13 Federal Carbon Charge (if applicable) 9.7900 9.7900 14 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M10 - Small wholesale service	7	Delivery - Price Adjustment	-		-
Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M9 - Large wholesale service 10 Monthly demand charge 26.2240 1.0044 27.2284 11 Monthly delivery commodity charge 0.4559 0.0729 0.5288 12 Delivery - Price Adjustment - - - Carbon Charges 13 Federal Carbon Charge (if applicable) 9.7900 9.7900 14 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M10 - Small wholesale service					
Rate M9 - Large wholesale service					
Monthly demand charge 26.2240 1.0044 27.2284 11 Monthly delivery commodity charge 0.4559 0.0729 0.5288 12 Delivery - Price Adjustment Carbon Charges 13 Federal Carbon Charge (if applicable) 9.7900 9.7900 14 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M10 - Small wholesale service	9	Facility Carbon Charge (in addition to Delivery Charge)	0.0141		0.0141
Monthly demand charge 26.2240 1.0044 27.2284 11 Monthly delivery commodity charge 0.4559 0.0729 0.5288 12 Delivery - Price Adjustment Carbon Charges 13 Federal Carbon Charge (if applicable) 9.7900 9.7900 14 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M10 - Small wholesale service		Rate M9 - Large wholesale service			
Delivery - Price Adjustment Carbon Charges Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Delivery Charge) Rate M10 - Small wholesale service	10		26.2240	1.0044	
Carbon Charges 13 Federal Carbon Charge (if applicable) 14 Facility Carbon Charge (in addition to Delivery Charge) Pate M10 - Small wholesale service	11	Monthly delivery commodity charge	0.4559	0.0729	0.5288
13 Federal Carbon Charge (if applicable) 9.7900 14 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 Rate M10 - Small wholesale service	12	Delivery - Price Adjustment	-		-
14 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141 Rate M10 - Small wholesale service					
Rate M10 - Small wholesale service					
	14	Facility Carbon Charge (in addition to Delivery Charge)	0.0141		0.0141
0 E400 0 4000 0 4000	45		0.5400	0.4222	0.0507
15 Monthly delivery commodity charge 8.5189 0.4338 8.9527	15	Monthly delivery commodity charge	8.5189	0.4338	ŏ. 9 5∠/
Carbon Charges					
16 Federal Carbon Charge (if applicable) 9.7900 9.7900 17 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141					
17 Facility Carbon Charge (in addition to Delivery Charge) 0.0141 0.0141	17	r acinty Carbon Charge (in addition to Delivery Charge)	0.0141		0.0141

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

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

Line No.	Particulars (cents/m³)	EB-2022-0219 Approved October 1, 2022 Rate	Rate Change	EB-2022-0133 Approved January 1, 2023 Rate
		(a)	(b)	(c)
	Contract Carriage Service			
	Rate T1 - Storage and Transportation			
	<u>Storage (\$ / GJ)</u> Monthly demand charges:			
1	Firm space	0.012		0.012
'	Firm Injection/Withdrawal Right	0.012		0.012
2	Union provides deliverability inventory	2.057	0.058	2.115
3	Customer provides deliverability inventory	1.415	0.058	1.473
4	Firm incremental injection	1.415	0.058	1.473
5	Interruptible withdrawal	1.415	0.058	1.473
	Commodity charges:			
6	Withdrawal	0.048	0.001	0.049
7	Customer provides compressor fuel	0.012		0.012
8	Injection	0.048	0.001	0.049
9	Customer provides compressor fuel	0.012	0.0450/	0.012
10	Storage fuel ratio - customer provides fuel	0.430%	0.015%	0.445%
	Transportation (cents / m³)			
11	Monthly demand charge first 28,150 m³	43.5565	1.0389	44.5954
12	Monthly demand charge next 112,720 m³	30.9585	0.7177	31.6762
	Firm commodity charges:			
13	Union provides compressor fuel - All volumes	0.2461	0.0393	0.2854
14	Customer provides compressor fuel - All volumes	0.1313	0.0370	0.1683
	Interruptible commodity charges: (1)			
15	Maximum - Union provides compressor fuel	6.5943	0.7735	7.3678
16	Maximum - customer provides compressor fuel	6.4795	0.7712	7.2507
	Carbon Charges			
17	Federal Carbon Charge (if applicable)	9.7900		9.7900
18	Facility Carbon Charge (in addition to Transportation Commodity Charge(s))	0.0141		0.0141
19	Transportation fuel ratio - customer provides fuel	0.351%	0.007%	0.358%
	Authorized overrun services			
	Storage (\$ / GJ)			
	Commodity charges			
20	Injection / Withdrawals	0.157	0.005	0.162
21	Customer provides compressor fuel	0.080	0.002	0.082
22	Transportation commodity charge (cents/m³)	1.6781	0.0735	1.7516
23	Customer provides compressor fuel	1.5633	0.0712	1.6345
	Carbon Charges			
24	Federal Carbon Charge (if applicable)	9.7900		9.7900
25	Facility Carbon Charge (in addition to Transportation Commodity Charge)	0.0141		0.0141
26	Monthly Charge	\$2,075.16	\$81.45	\$2,156.61

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

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

Line No.	Particulars (cents/m³)	EB-2022-0219 Approved October 1, 2022 Rate	Rate Change	EB-2022-0133 Approved January 1, 2023 Rate
		(a)	(b)	(c)
	Contract Carriage Service			
	Rate T2 - Storage and Transportation			
	Storage (\$ / GJ)			
	Storage (क / उउ) Monthly demand charges:			
1	Firm space	0.012		0.012
•	Firm Injection/Withdrawal Right	0.012		0.012
2	Union provides deliverability inventory	2.057	0.058	2.115
3	Customer provides deliverability inventory	1.415	0.058	1.473
4	Firm incremental injection	1.415	0.058	1.473
5	Interruptible withdrawal	1.415	0.058	1.473
	Commodity charges:			
6	Withdrawal	0.048	0.001	0.049
7	Customer provides compressor fuel	0.012	0.001	0.012
8	Injection	0.048	0.001	0.049
9	Customer provides compressor fuel	0.012	0.001	0.012
10	Storage fuel ratio - customer provides fuel	0.430%	0.015%	0.445%
	_Transportation (cents / m³)			
11	Monthly demand charge first 140,870 m ³	32.7085	0.4521	33.1606
12	Monthly demand charge all over 140,870 m³	18.2383	0.2391	18.4774
40	Firm commodity charges:	0.4005	0.0400	0.4404
13	Union provides compressor fuel - All volumes	0.1235	0.0196	0.1431
14	Customer provides compressor fuel - All volumes	0.0254	0.0166	0.0420
	Interruptible commodity charges: (1)			
15	Maximum - Union provides compressor fuel	6.5943	0.7735	7.3678
16	Maximum - customer provides compressor fuel	6.4962	0.7705	7.2667
	Carbon Charges			
17	Federal Carbon Charge (if applicable)	9.7900		9.7900
18	Facility Carbon Charge (in addition to Transportation Commodity Charge(s))	0.0141		0.0141
19	Transportation fuel ratio - customer provides fuel	0.300%	0.009%	0.309%
	Authorized overrun services			
	Storage (\$ / GJ)			
	Commodity charges			
20	Injection / Withdrawals	0.157	0.005	0.162
21	Customer provides compressor fuel	0.080	0.002	0.082
22	Transportation commodity charge (cents/m³)	1.1988	0.0345	1.2333
23	Customer provides compressor fuel	1.1007	0.0315	1.1322
	Carbon Charges			
24	Carbon Charges	0.7000		0.7000
24 25	Federal Carbon Charge (if applicable)	9.7900		9.7900 0.0141
25	Facility Carbon Charge (in addition to Transportation Commodity Charge)	0.0141		0.0141
26	Monthly Charge	\$6,501.02	\$303.79	\$6,804.81

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

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

		EB-2022-0219		EB-2022-0133
		Approved		Approved
Line		October 1, 2022	Rate	January 1, 2023
No.	Particulars (cents/m³)	Rate	Change	Rate
		(a)	(b)	(c)
	Rate T3 - Storage and Transportation			
	Storage (\$ / GJ)			
	Monthly demand charges:			
1	Firm space	0.012		0.012
	Firm Injection/Withdrawal Right			
2	Union provides deliverability inventory	2.057	0.058	2.115
3	Customer provides deliverability inventory	1.415	0.058	1.473
4	Firm incremental injection	1.415	0.058	1.473
5	Interruptible withdrawal	1.415	0.058	1.473
	Commodity charges:			
6	Withdrawal	0.048	0.001	0.049
7	Customer provides compressor fuel	0.012		0.012
8	Injection	0.048	0.001	0.049
9	Customer provides compressor fuel	0.012		0.012
10	Storage fuel ratio - Customer provides fuel	0.430%	0.015%	0.445%
	Transportation (cents / m³)			
11	Monthly demand charge	19.8760	0.8373	20.7133
12	Union provides compressor fuel - All volumes	0.2083	0.0481	0.2564
13	Customer provides compressor fuel - All volumes	0.0738	0.0455	0.1193
	Carbon Charges			
14	Federal Carbon Charge (if applicable)	9.7900		9.7900
15	Facility Carbon Charge (in addition to Transportation Commodity Charge)	0.0141		0.0141
16	Transportation fuel ratio - Customer provides fuel	0.411%	0.008%	0.419%
	Authorized overrun services			
	Storage (\$ / GJ)			
	Commodity charges			
17	Injection / Withdrawals	0.157	0.005	0.162
17	•	0.080	0.003	0.162
10	Customer provides compressor fuel	0.060	0.002	0.002
19	Transportation commodity charge (cents/m³)	0.8618	0.0756	0.9374
20	Customer provides compressor fuel	0.7273	0.0730	0.8003
	Carbon Charges			
21	Federal Carbon Charge (if applicable)	9.7900		9.7900
22	Facility Carbon Charge (in addition to Transportation Commodity Charge)	0.0141		0.0141
	Monthly Charge			
23	City of Kitchener	\$21,833.55	\$870.18	\$22,703.73
24	EPCOR Natural Gas (Aylmer)	\$3,351.67	\$133.58	\$3,485.25
25	Six Nations	\$1,117.22	\$44.53	\$1,161.75

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

Line No.	Particulars (cents/m³)	EB-2022-0219	Rate Change (b)	EB-2022-0133 Approved January 1, 2023 Rate (c)
	U2 Unbundled Service			
	Storage (\$ / GJ)			
	Monthly demand charges: Standard Storage Service (SSS)			
1	Combined Firm Space & Deliverability	0.027	0.001	0.028
•	Standard Peaking Service (SPS)			0.020
2	Combined Firm Space & Deliverability	0.138	0.006	0.144
3	Incremental firm injection right	1.259	0.058	1.317
4	Incremental firm withdrawal right	1.259	0.058	1.317
	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	0.430%	0.015%	0.445%
	Authorized overrun services Storage (\$ / GJ) Commodity charges:			
8	Injection customer provides compressor fuel	0.071	0.002	0.073
9	Withdrawal customer provides compressor fuel	0.071	0.002	0.073

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Line No.	Particulars (\$/GJ)	EB-2022-0219 Approved Oct. 1, 2022 Rate	Rate Change	EB-2022-0133 Proposed January 1, 2023 Rate
		(a)	(b)	(c)
	M12 Transportation Service Firm transportation			
	Monthly demand charges:			
1	Dawn to Kirkwall	3.130	0.060	3.190
2	Dawn to Parkway	3.689	0.071	3.760
3	Kirkwall to Parkway	0.559	0.011	0.570
4	F24-T	0.074	0.003	0.077
_	M12-X Firm Transportation			
5	Between Dawn, Kirkwall and Parkway	4.560	0.088	4.648
_	Commodity charges:			
6	Easterly	Note (1)		Note (1)
7	Westerly	Note (1)		Note (1)
8	Facility Carbon Charge (in addition to Commodity Charges	0.004		0.004
9	Parkway (TCPL / EGT) to Parkway (Cons) / Lisga	Note (1)		Note (1)
	Limited Firm/Interruptible			
	Limited Firm/Interruptible Monthly demand charges:			
10	Maximum	8.854	0.170	9.024
10	Commodity charges :	6.634	0.170	9.024
11	Others	Note (1)		Note (1)
• • •	Guioro	11010 (1)		11010 (1)
	Authorized Overrun			
	Transportation commodity charges			
	Easterly:			
12	Dawn to Kirkwall - Union supplied fue	Note (1)		Note (1)
13	Dawn to Parkway - Union supplied fuel	Note (1)		Note (1)
14	Kirkwall to Parkway - Union supplied fue	Note (1)		Note (1)
15	Dawn to Kirkwall - Shipper supplied fue	0.103 (1	0.002	0.105 (1)
16	Dawn to Parkway - Shipper supplied fue	0.121 (1	0.003	0.124 (1)
17	Kirkwall to Parkway - Shipper supplied fue	0.018 (1	0.001	0.019 (1)
	M12-X Firm Transportatior			
18	Between Dawn, Kirkwall and Parkway - Union supplied fuε	Note (1)		Note (1)
19	Between Dawn, Kirkwall and Parkway - Shipper supplied fue	0.150 (1	0.003	0.153 (1)
20	Facility Carbon Charge (in addition to Commodity Charges	0.004		0.004
	M13 Transportation of Locally Produced Gas	******	***	
21	Monthly fixed charge per customer station	\$1,011.13	\$36.40	\$1,047.53
22	Transmission commodity charge to Dawr	0.037	0.001	0.038
23	Commodity charge - Union supplied fue	0.014		0.014
24	Commodity charge - Shipper supplied fue	Note (2)		Note (2)
25	Facility Carbon Charge (in addition to Commodity Charge	0.004		0.004
26	Authorized Overrun - Union supplied fue	0.130	(0.001)	0.129
26 27	Authorized Overrun - Orlion supplied fue Authorized Overrun - Shipper supplied fue	0.130	, ,	0.129
28	Facility Carbon Charge (in addition to Authorized Overrun Charge	0.110 (2	, (0.001)	0.113 (2)
20	r domey Sarbori Orlargo (in addition to Authorized Overfull Orlarge	0.004		0.004

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

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Line No.	Particulars (\$/GJ)	EB-2022-0219 Approved Oct. 1, 2022 Rate	Rate Change	EB-2022-0133 Proposed January 1, 2023 Rate
		(a)	(b)	(c)
1	M16 Storage Transportation Service Monthly fixed charge per customer statior Monthly demand charges:	\$1,608.60	\$57.91	\$1,666.51
2	East of Dawn	0.812	0.030	0.842
3	West of Dawn	2.418	(0.092)	2.326
4	Transmission commodity charge to Dawr	0.037	0.001	0.038
	Transportation Fuel Charges to Dawn			
5	East of Dawn - Union supplied fue	0.014		0.014
6	West of Dawn - Union supplied fue	0.014		0.014
7	East of Dawn - Shipper supplied fue	Note (1)		Note (1)
8	West of Dawn - Shipper supplied fue	Note (1)		Note (1)
	Transportation Fuel Charges to Pools			
9	East of Dawn - Union supplied fue	0.016	0.001	0.017
10	West of Dawn - Union supplied fue	0.040	0.001	0.041
11	East of Dawn - Shipper supplied fue	Note (1)		Note (1)
12	West of Dawn - Shipper supplied fue	Note (1)		Note (1)
13	Facility Carbon Charge (in addition to Transportation Fuel Charges	0.004		0.004
	Authorized Overrun			
14	Transportation Fuel Charges to Dawn East of Dawn - Union supplied fue	0.078	0.002	0.080
15	West of Dawn - Union supplied fue	0.078	(0.001)	0.129
16	East of Dawn - Shipper supplied fue	0.064 (1)	0.002	0.066 (1)
17	West of Dawn - Shipper supplied fue	0.116 (1)	(0.002)	0.114 (1)
17	Transportation Fuel Charges to Pools	0.110 (1)	(0.002)	0.114 (1)
18	East of Dawn - Union supplied fue	0.043	0.001	0.044
19	West of Dawn - Union supplied fue	0.119	(0.001)	0.118
20	East of Dawn - Shipper supplied fue	0.027 (1)	0.001	0.028 (1)
21	West of Dawn - Shipper supplied fue	0.079 (1)	(0.003)	0.076 (1)
22	Facility Carbon Charge (in addition to Transportation Fuel Charges	0.004		0.004
	M17 Transportation Service (2)			
23	Monthly Charge - South Bruce	\$2,061.15	\$74.20	\$2,135.35
	Firm Transportation			
0.4	Monthly Demand Charges	4.500	0.405	4.704
24 25	Dawn to Delivery Area	4.569 2.803	0.165	4.734 2.904
25 26	Kirkwall to Delivery Area or Dawn Parkway (TCPL) to Delivery Area or Dawr	2.803	0.101 0.101	2.904
20	Facility Carbon Charge (in addition to Transportation Fuel Charges	0.004	0.101	0.004
	Commodity Charges	0.004		0.004
27	Dawn to Delivery Area - Utility Supplied Fuel (Nov. 1 - Mar. 31	0.067	0.003	0.070
28	Dawn to Delivery Area - Utility Supplied Fuel (Apr. 1 - Oct. 31	0.028	0.001	0.029
29	Kirkwall to Delivery Area or Dawn - Utility Supplied Fuel (Nov. 1 - Mar. 31	0.014	0.00	0.014
30	Kirkwall to Delivery Area or Dawn - Utility Supplied Fuel (Apr. 1 - Oct. 31	0.014		0.014
31	Parkway (TCPL) to Delivery Area or Dawn - Utility Supplied Fuel (Nov. 1 - Mar. 31	0.014		0.014
32	Parkway (TCPL) to Delivery Area or Dawn - Utility Supplied Fuel (Apr. 1 - Oct. 31	0.026	0.001	0.027
33	Dawn to Delivery Area - Shipper Supplied Fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
34	Dawn to Delivery Area - Shipper Supplied Fuel (Apr. 1 - Oct. 31	Note (1)		Note (1)
35	Kirkwall to Delivery Area or Dawn - Shipper Supplied Fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
36	Kirkwall to Delivery Area or Dawn - Shipper Supplied Fuel (Apr. 1 - Oct. 31	Note (1)		Note (1)
37	Parkway (TCPL) to Delivery Area or Dawn - Shipper Supplied Fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
38	Parkway (TCPL) to Delivery Area or Dawn - Shipper Supplied Fuel (Apr. 1 - Oct. 31	Note (1)		Note (1)

- Notes:
 (1) Plus shipper supplied fuel per rate schedule
 (2) Approved Rate M17 charges per the EB-2019-0183 Rate Order, dated May 28, 2020

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Line No.	Particulars (\$/GJ)	EB-2022-0219 Approved Oct. 1, 2022 Rate	_	Rate Change	EB-2022-0133 Proposed January 1, 2023 Rate	
	M7T (1' 0 : 111/0)	(a)		(b)	(c)	
	M17 Transportation Service cont'd (2)					
	Authorized Overrun					
	Transportation Commodity Charges	0.070		0.040	0.000	
1 2	Dawn to Delivery Area - Utility Supplied Fuel (Nov. 1 - Mar. 31	0.272		0.010	0.282	
3	Dawn to Delivery Area - Utility Supplied Fuel (Apr. 1 - Oct. 31	0.233		0.009	0.242	
3 4	Kirkwall to Delivery Area or Dawn - Utility Supplied Fuel (Nov. 1 - Mar. 31	0.161 0.161		0.006 0.006	0.167	
5	Kirkwall to Delivery Area or Dawn - Utility Supplied Fuel (Apr. 1 - Oct. 31	0.161		0.006	0.167 0.167	
6	Parkway (TCPL) to Delivery Area or Dawn - Utility Supplied Fuel (Nov. 1 - Mar. 31 Parkway (TCPL) to Delivery Area or Dawn - Utility Supplied Fuel (Apr. 1 - Oct. 31	0.161		0.006	0.180	
7	Dawn to Delivery Area - Shipper Supplied Fuel (Nov. 1 - Mar. 31	0.173	(1)	0.007	0.156	(1)
8	Dawn to Delivery Area - Shipper Supplied Fuel (Apr. 1 - Oct. 31	0.150	(1)	0.006	0.156	(1)
9	Kirkwall to Delivery Area - Shipper Supplied Fuel (Nov. 1 - Mar. 31	0.130	(1)	0.003	0.095	(1)
10	Kirkwall to Delivery Area of Dawn - Shipper Supplied Fuel (Apr. 1 - Oct. 31	0.092	(1)	0.003	0.095	
11	Parkway (TCPL) to Delivery Area or Dawn - Shipper Supplied Fuel (Nov. 1 - Mar. 31	0.092	(1)	0.003	0.095	(1)
12	Parkway (TCPL) to Delivery Area of Dawn - Shipper Supplied Fuel (Apr. 1 - Oct. 31	0.092	(1)	0.003	0.095	(1)
13	Facility Carbon Charge (in addition to Transportation Fuel Charges	0.004	(1)	0.000	0.004	(1)
	C1 - Cross Franchise Transportation Service					
	Transportation service					
	Monthly demand charges:					
14	St. Clair / Bluewater & Dawn	2.418		(0.092)	2.326	
15	Ojibway & Dawn	2.418		(0.092)	2.326	
16	Parkway to Dawn	0.871		0.017	0.888	
17	Parkway to Kirkwall	0.871		0.017	0.888	
18	Kirkwall to Dawn	1.536		0.031	1.567	
19	Dawn to Kirkwall	3.130		0.060	3.190	
20	Dawn to Parkway	3.689		0.071	3.760	
21	Kirkwall to Parkway	0.559		0.011	0.570	
22	Dawn to Dawn-Vector	0.031		0.001	0.032	
23	Dawn to Dawn-TCPL	0.146		0.006	0.152	
0.4	Commodity charges:	0.004			0.004	
24	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31	0.024		0.004	0.024	
25	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31	0.018		0.001	0.019	
26 27	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31	0.027		0.001	0.028	
28	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31	0.040		0.001	0.041	
28 29	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31	0.014 0.026		0.004	0.014 0.027	
30	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31			0.001		
30 31	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31	0.014			0.014 0.014	
31	Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31	0.014 0.067		0.003	0.014	
32	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31	0.067		0.003	0.070	
33 34	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31	0.028			0.029	
34 35	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31	0.092		0.003 0.002	0.095	
35 36	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31					
36 37	Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31	0.038		0.002	0.040 0.038	
31	Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31	0.037		0.001	0.038	

Notes:
(1) Plus shipper supplied fuel per rate schedule
(2) Approved Rate M17 charges per the EB-2019-0183 Rate Order, dated May 28, 2020

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2 St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31 Note (1) N Gijbway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31 Note (1) Note (Line No.	Particulars (\$/GJ)	EB-2022-0219 Approved Oct. 1, 2022 Rate	Rate Change	EB-2022-0133 Proposed January 1, 2023 Rate
Transportation service control		C1 Cross Franchics Transportation Service	(a)	(b)	(c)
St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31 Note (1) No					
2 St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31	1		Note (1)		Note (1)
3 Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31 Note (1) N			` '		Note (1)
4 Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31 Note (1) N					Note (1)
Facility Carbon Charge (Inspired fue) (Apr. 1 - Oct. 31 Note (1) Note (4	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31			Note (1)
7 Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31 Note (1)		Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
Section Strike Section Shipper supplied fuel (Apr. 1 - Oct. 31 Note (1) Note					Note (1)
Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31 Note (1) Note (1) Note (1)					Note (1)
10					Note (1)
11 Dawn to Parkway - Shipper supplied fue! (Nov. 1 - Mar. 31 Note (1)		,	1 1		Note (1)
12 Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct. 31 Note (1) Note (1) Note (1)					Note (1) Note (1)
13			()		Note (1)
14					Note (1)
15 Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct. 31 Note (1) Note (1)					Note (1)
16		• • • • • • • • • • • • • • • • • • • •	1 1		Note (1)
18	16	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct . 31			Note (1)
19		Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
Interruptible and Short Term (1 year or less) Firm Transportation 75.00					Note (1)
Interruptible and Short Term (1 year or less) Firm Transportation			, ,		Note (1)
Authorized Overrun	20	Facility Carbon Charge (in addition to Commodity Charges	0.004		0.004
Firm transportation commodity charges St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31 0.103 (0.002)	21		75.00		75.00
22 St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31 0.098 (0.002) 23 St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31 0.098 (0.003) 24 Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31 0.106 (0.002) 25 Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31 0.119 (0.001) 26 Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31 0.190 0.005 27 Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31 0.202 0.006 28 Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31 0.119 0.004 29 Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31 0.119 0.004 30 Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31 0.186 0.005 31 Dawn to Farkway - Union supplied fuel (Apr. 1 - Oct. 31 0.186 0.007 32 Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct. 31 0.227 0.007 34 Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct. 31 0.112 0.003 35 Kirkwall to Parkway - Union supplied fuel (Apr		Authorized Overrun			
23 St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31 0.098 (0.003) 24 Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31 0.106 (0.002) 25 Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31 0.119 (0.001) 26 Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31 0.190 0.005 27 Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31 0.202 0.006 28 Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31 0.119 0.004 29 Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31 0.119 0.004 30 Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31 0.225 0.006 31 Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31 0.268 0.007 32 Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31 0.268 0.007 33 Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31 0.227 0.007 34 Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31 0.112 0.003 35 Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31 <td></td> <td></td> <td></td> <td></td> <td></td>					
Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31 0.106 0.002)		• • • • • • • • • • • • • • • • • • • •			0.101
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53 Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct . 31 0.005 (1)					0.005 (1)
Facility Carbon Charge (in addition to Commodity Charges 0.004	54	Facility Carbon Charge (in addition to Commodity Charges	0.004		0.004

Notes: (1) Plus shipper supplied fuel per rate schedule

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 19 of 271 Filed: 2022-10-07

EB-2022-0133
Exhibit D
Tab 2
Rate Order
Appendix B

APPENDIX B

Effective 2023-01-01 **Rate 01** Page 1 of 2

ENBRIDGE GAS INC. UNION NORTH RATE 01 - SMALL VOLUME GENERAL FIRM SERVICE

ELIGIBILITY

Any customer in Union's North West and North East Zones who is an end user whose total gas requirements at that location are equal to or less than 50,000 m³ per year.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

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

APPLICABLE TO ALL SERVICES	Union North West	Union North East
MONTHLY CHARGE	\$23.98	\$23.98
DELIVERY CHARGE	¢ per m³	¢ per m ³
First 100 m³ per month @ Next 200 m³ per month @ Next 200 m³ per month @ Next 500 m³ per month @ Over 1,000 m³ per month @	11.5338 11.2565 10.8168 10.4135 10.0799	11.5338 11.2565 10.8168 10.4135 10.0799
Delivery-Price Adjustment (All Volumes)	-	-
CARBON CHARGES Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Delivery Charge)	9.7900 0.0141	9.7900 0.0141
Federal Carbon Charge - Price Adjustment (if applicable)	-	-

Effective 2023-01-01 **Rate 01** Page 2 of 2

ADDITIONAL CHARGES FOR SALES SERVICE

GAS SUPPLY CHARGES

Gas Supply Charge (if applicable)

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

SYSTEM EXPANSION SURCHARGE ("SES") AND TEMPORARY CONNECTION SURCHARGE ("TCS") (if applicable) (1)

The SES is applicable to a customer who receives gas distribution services from the Company as part of a Community Expansion Project listed below. The SES is applied to all volumes consumed by customers in the approved Community Expansion Project areas. The Company may apply the SES for a term of up to 40 years, to be determined in accordance with the Company's feasibility policy.

The TCS is applicable to a customer who receives gas distribution services from the Company as part of a Small Main Extension or Customer Attachment Project in lieu of paying a Contribution in Aid of Construction (CIAC). The TCS is applied to all volumes consumed, if applicable. The Company may require payment of a CIAC or apply the TCS for a term of up to 40 years, to be determined in accordance with the Company's feasibility policy.

System Expansion Surcharge (SES): 23.0000 ¢ per m^3 Temporary Connection Surcharge (TCS): 23.0000 ¢ per m^3

Community Expansion Project Areas:	In-service Date	SES Term
Prince Township	2018	22 years
North Bay - Northshore and Peninsula Roads	2020	40 years

Notes:

(1) Additional conditions and defined terms applicable to the SES and TCS are set out in the Company's Distribution New Business Guidelines as approved by the OEB in its EB-2020-0094 decision.

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

Effective January 1, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Supersedes October 1, 2022 Rate Schedule effective EB-2022-0219.

Effective 2023-01-01 **Rate 10** Page 1 of 2

ENBRIDGE GAS INC. UNION NORTH RATE 10 - LARGE VOLUME GENERAL FIRM SERVICE

ELIGIBILITY

Any customer in Union's North West and North East Zones who is an end-user whose total firm gas requirements at one or more Company-owned meters at one location exceed 50,000 m³ per year.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

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

APPLICABLE TO ALL SERVICES	Union North West	Union North East
MONTHLY CHARGE	\$77.58	\$77.58
DELIVERY CHARGE	¢ per m ³	¢ per m³
First 1,000 m³ per month @	10.5112	10.5112
Next 9,000 m ³ per month @	8.6501	8.6501
Next 20,000 m ³ per month @	7.5714	7.5714
Next 70,000 m ³ per month @	6.8942	6.8942
Over 100,000 m³ per month @	4.3282	4.3282
Delivery-Price Adjustment (All Volumes)	-	-
CARBON CHARGES		
Federal Carbon Charge (if applicable)	9.7900	9.7900
Facility Carbon Charge (in addition to Delivery Charge)	0.0141	0.0141
Federal Carbon Charge - Price Adjustment (if applicable)	-	-

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".

Effective 2023-01-01 **Rate 10** Page 2 of 2

ADDITIONAL CHARGES FOR SALES SERVICE

SYSTEM EXPANSION SURCHARGE ("SES") AND TEMPORARY CONNECTION SURCHARGE ("TCS") (if applicable) (1)

The SES is applicable to a customer who receives gas distribution services from the Company as part of a Community Expansion Project listed below in lieu of or in addition to paying a Contribution in Aid of Construction (CIAC), at the customer's option. The Company may apply the SES for a term of up to 40 years, to be determined in accordance with the Company's feasibility policy.

The TCS is applicable to a customer who receives gas distribution services from the Company as part of a Small Main Extension or Customer Attachment Project in lieu of paying a CIAC, at the customer's option. The Company may require payment of a CIAC and/or apply the TCS for a term of up to 40 years, to be determined in accordance with the Company's feasibility policy.

If applicable, the SES and TCS are applied to all volumes consumed for the SES or TCS term

System Expansion Surcharge (SES): 23.0000 ¢ per m³ Temporary Connection Surcharge (TCS): 23.0000 ¢ per m³

 Community Expansion Project Areas:
 In-service Date
 SES Term

 Prince Township
 2018
 22 years

 North Bay - Northshore and Peninsula Roads
 2020
 40 years

Notes:

(1) Additional conditions and defined terms applicable to the SES and TCS are set out in the Company's Distribution New Business Guidelines as approved by the OEB in its EB-2020-0094 decision.

MONTHLY BILL

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

MINIMUM MONTHLY BILL

The Minimum Monthly Bill shall be the Monthly Charge.

DELAYED PAYMENT

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

SERVICE AGREEMENT

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

TERMS AND CONDITIONS OF SERVICE

- 1. Service shall be for a minimum term of one year.
- 2. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly, 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.
- 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.

Supersedes October 1, 2022 Rate Schedule effective EB-2022-0219.

Effective January 1, 2023 Implemented January 1, 2023 O.E.B. Order # EB-2022-0133

Effective 2023-01-01 **Rate 20** Page 1 of 4

ENBRIDGE GAS INC. UNION NORTH RATE 20 - MEDIUM VOLUME FIRM SERVICE

ELIGIBILITY

Any customer in Union's North West and North East Zones who is an end-user or who is authorized to serve an end-user of gas through one or more Company-owned meters at one location, and whose total maximum daily requirements for firm or combined firm and interruptible service is 14,000 m ³ 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.

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 25 of 271

Effective 2023-01-01 **Rate 20** Page 2 of 4

MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES - ALL ZONES (1)

MONTHLY CHARGE	\$1,091.76
DELIVERY CHARGES (cents per month per m³)	
Monthly Demand Charge for first 70,000 m ³ of Contracted Daily Demand	34.7968
Monthly Demand Charge for all units over 70,000 m ³ of Contracted Daily Demand	20.4623
Commodity Charge for first 852,000 m ³ of gas volumes delivered	0.8331
Commodity Charge for all units over 852,000 m ³ of gas volumes delivered	0.6237
CARBON CHARGES	
Federal Carbon Charge (if applicable)	9.7900
Facility Carbon Charge (in addition to Delivery Charges)	0.0141

Notes

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".

The applicable rates are provided in Schedule. A

Commodity Transportation

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

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

HEAT CONTENT ADJUSTMENT

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

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

⁽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.

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COMMISSIONING AND DECOMMISSIONING RATE

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

	Union North West	Union <u>North East</u>
MONTHLY CHARGE	\$1,091.76	\$1,091.76
DELIVERY CHARGES Commodity Charge for each unit	cents per m ³	cents per m ³
of gas volumes delivered	3.1211	3.1211
<u>CARBON CHARGES</u>		
Federal Carbon Charge (if applicable)	9.7900	9.7900
Facility Carbon Charge (in addition to Delivery Charges)	0.0141	0.0141

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	\$248.07
BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$/GJ/Month) Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitlement: (\$/GJ/Month)	\$18.835 -
Commodity Charge for each unit of gas withdrawn from storage (\$/GJ)	\$0.261
Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage (\$/GJ)	\$0.880

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

Effective 2023-01-01 **Rate 20** Page 4 of 4

THE BILL

The bill will equal the sum of the charges for all services selected plus the rates multiplied by the applicable gas quantities delivered or withdrawn for each service chosen plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply. If the customer selects Union's Sales Service which includes the Gas Supply Charge, 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.
- 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, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Supersedes October 1, 2022 Rate Schedule effective EB-2022-0219.

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 28 of 271

Effective 2023-01-01 **Rate 25** Page 1 of 3

ENBRIDGE GAS INC. UNION NORTH RATE 25 - LARGE VOLUME INTERRUPTIBLE SERVICE

ELIGIBILITY

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

SERVICES AVAILABLE

The following services are available under this rate schedule

(a) Sales Service

For 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, if they qualify for use of the service

MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES - ALL ZONES (1)

MONTHLY CHARGE	\$368.56
DELIVERY CHARGES A Delivery Price for all volumes delivered to the customer to be negotiated between Union and the customer and the	cents per m ³
average price during the period in which these rates remain in effect shall not exceed:	6.9981
CARBON CHARGES	
Federal Carbon Charge (if applicable)	9.7900
Facility Carbon Charge (in addition to Delivery Charges)	0.0141
UNAUTHORIZED OVERRUN NON - COMPLIANCE RATE	cents per m ³
Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect	234.7200

Notes:

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

Effective 2023-01-01 **Rate 25** Page 2 of 3

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 effec

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 pe cubic metre (m³) determined in accordance with Union's Terms and Conditions in any month falls above or below 37.89 MJ per n³, 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

\$248.07

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

Effective 2023-01-01 **Rate 25** Page 3 of 3

TERMS AND CONDITIONS OF SERVICE

- 1. Service shall be for a minimum term of one year.
- 2. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly, 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 wi 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-yea prices may also be negotiated, which may be higher than the identified rates.

Effective January 1, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Effective 2023-01-01 **Rate 30** Page 1 of 1

ENBRIDGE GAS INC. UNION NORTH

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

ELIGIBILITY

Any customer in Union's North West and North East Zones already connected to Union's gas distribution system who is an end-user or is authorized to serve an end-user.

SERVICE AVAILABLE

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

GAS SUPPLY CHARGE

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

SHORT TERM STORAGE / BALANCING SERVICE

Short Term Storage / Balancing Service is:

- i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, Of
- 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, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Supersedes October 1, 2022 Rate Schedule effective EB-2022-0219

Effective 2023-01-01 **Rate 100** Page 1 of 4

ENBRIDGE GAS INC. UNION NORTH RATE 100 – LARGE VOLUME HIGH LOAD FACTOR FIRM SERVICE

ELIGIBILITY

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

SERVICES AVAILABLE

The following services are available under this rate schedule

(a) Sales Service

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

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 33 of 271

Effective 2023-01-01 **Rate 100** Page 2 of 4

MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES - ALL ZONES (1)

MONTHLY CHARGE	\$1,621.86
<u>DELIVERY CHARGES</u> (cents per Month per m³ of Daily Contract Demand) Monthly Demand Charge for each unit of Contracted Daily Demanc	19.9460
Commodity Charge for each unit of gas volumes delivered (cents/m³)	0.2879
CARBON CHARGES Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Delivery Charges)	9.7900 0.0141

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

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

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COMMISSIONING AND DECOMMISSIONING RATE

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

a.god.	Union North West	Union <u>North East</u>
MONTHLY CHARGE	\$1,621.86	\$1,621.86
DELIVERY CHARGES (cents per m³) Commodity Charge for each unit of gas volumes delivered	1.2247	1.2247
CARBON CHARGES Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Delivery Charges)	9.7900 0.0141	9.7900 0.0141
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 SERVI	CES – ALL ZONES	
MONTHLY TRANSPORTATION ACCOUNT CHARGE For customers that currently have installed or will require installing telemetering equipmen		\$248.07
BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$/GJ/Month Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitlement		\$18.835 -
Commodity Charge for each unit of gas withdrawn from storage (\$/GJ		\$0.261
Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal for	rom storage (\$/GJ	\$0.880
The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization		

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

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 35 of 271

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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-yea prices may also be negotiated, which may be higher than the identified rates.

Effective January 1, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Effective 2023-01-01 Schedule "A" Page 1 of 2

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>	Union North West	Union North East
Rate 01A (cents / m³)		
Storage Storage - Price Adjustment Commodity and Fuel (1) Commodity and Fuel - Price Adjustment (2) Transportation Transportation - Price Adjustment (2) Total Gas Supply Charge	2.3427 - 30.2487 (0.3965) 4.6568 0.6490 37.5007	6.2931 - 32.9246 4.8866 2.3808 (0.0836) 46.4015
Rate 10 (cents / m³) Storage Storage - Price Adjustment Commodity and Fuel (1) Commodity and Fuel - Price Adjustment (2) Transportation Transportation - Price Adjustment (2) Total Gas Supply Charge	1.8742 - 30.2487 (0.3965) 4.1039 0.6490 36.4793	4.7125 - 32.9246 4.8866 2.1933 (0.0836) 44.6334
Voluntary RNG Program (if applicable) (3)		
Monthly Charge - Rate 01 and Rate 10	\$ 2.00	\$ 2.00

- (1) The Commodity and Fuel rate includes a gas supply administration charge of 0.2085 cents/m³.
- (2) Prospective recovery of gas supply deferral accounts.
- (3) The Voluntary RNG Program Charge is a fixed monthly charge applicable to customers who elect to participate in the Company's Voluntary RNG Program to fund the incremental cost of purchasing renewable natural gas as part of system supply. The charge will be applicable for a minimum term of one billing month, renewing automatically monthly until terminated by the customer or until the Company terminates the Voluntary RNG Program, whichever occurs earlier. The fixed monthly charge will apply to applicable customers whether or not they consume natural gas within the billing period.

Effective 2023-01-01 Schedule "A" Page 2 of 2

ENBRIDGE GAS INC. UNION NORTH GAS SUPPLY CHARGES

Utility Sales

Rate 20 (cents / m³)	Union	Union
	North West	North East
		
Commodity and Fuel (1)	29.3042	31.8959
Commodity and Fuel - Price Adjustment (2)	(0.3965)	4.8866
Commodity Transportation - Charge 1	`2.6595	1.8385
Transportation 1 - Price Adjustment (2)	0.6490	(0.0836)
Commodity Transportation - Charge 2	-	-
Monthly Gas Supply Demand	44.0366	45.0147
Gas Supply Demand - Price Adjustment	-	-
,		
Commissioning and Decommissioning Rate	5.5424	4.3638
ů ů		
Rate 100 (cents / m ³)		
Commodity and Fuel (1)	29.3042	31.8959
Commodity and Fuel - Price Adjustment (2)	(0.3965)	4.8866
Commodity Transportation - Charge 1	4.2342	6.5400
Commodity Transportation - Charge 2	-	-
Monthly Gas Supply Demand	75.2744	114.0459
•		
Commissioning and Decommissioning Rate	5.3500	8.1592
Rate 25 (cents / m ³)		
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		0.392
Maximum		178.398
THAMILIANII		110.000

Notes

- (1) The Commodity and Fuel rate includes a gas supply administration charge of 0.2085 cents/m³.
- (2) Prospective recovery of gas supply deferral accounts.
- (3) Billing in energy (\$/GJ) will only apply to the Natural Gas Liquefaction Service.

Effective January 1, 2023 Implemented January 1, 2023 O.E.B. Order # EB-2022-0133

Effective 2023-01-01 Rate M1 Page 1 of 2

¢ per m³

ENBRIDGE GAS INC. UNION SOUTH SMALL VOLUME GENERAL SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

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) Monthly Charge \$23.98

b) Delivery Charge

First 100	0 m ³ 6.7	7946 g	t per m³
Next 150) m³ 6.4	4822 9	t per m³
All Over 250) m³ 5.6	6757 ¢	t per m³

Delivery - Price Adjustment (All Volumes)

c) Carbon Charges

	Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Delivery Charge)	9.7900 0.0141	¢ per m³ ¢ per m³
	Federal Carbon Charge - Price Adjustment (if applicable)	-	¢ per m³
d)	Storage Charge (if applicable)	0.9025	¢ per m³
	Storage - Price Adjustment (All Volumes)	-	¢ per m³

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") and Temporary Connection Surcharge ("TCS") (if applicable) (2)

The SES is applicable to a customer who receives gas distribution services from the Company as part of a Community Expansion Project listed below. The SES is applied to all volumes consumed by customers in the approved Community Expansion Project areas. The Company may apply the SES for a term of up to 40 years, to be determined in accordance with the Company's feasibility policy.

The TCS is applicable to a customer who receives gas distribution services from the Company as part of a Small Main Extension or Customer Attachment Project in lieu of paying a Contribution in Aid of Construction (CIAC). The TCS is applied to all volumes consumed, if applicable. The Company may require payment of a CIAC or apply the TCS for a term of up to 40 years, to be determined in accordance with the Company's feasibility policy.

System Expansion Surcharge (SES):	23.0000	¢ per m³
Temporary Connection Surcharge (TCS):	23.0000	¢ per m³

Community Expansion Project	In-service Date	SES Term
Kettle and Stony Point First Nation and Lambton Shores	2017	12 years
Milverton, Rostock and Wartburg	2017	15 years
Delaware Nation of Moraviantown First Nation	2018	40 years
Chippewas of the Thames First Nation	2019	40 years
Saugeen First Nation	2020	40 years

Notes:

- (1) During any month in which a customer terminates service or begins service, the fixed charge for the month will be prorated to such customer.
- (2) Additional conditions and defined terms applicable to the SES and TCS are set out in the Company's Distribution New Business Guidelines as approved by the OEB in its EB-2020-0094 decision.

Effective 2023-01-01 Rate M1 Page 2 of 2

(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 m³, plus 7¢ per m³.

Overrun Delivery Charge	7.6971	¢ per m³
Federal Carbon Charge (if applicable)	9.7900	¢ per m³
Facility Carbon Charge (in addition to Overrun Delivery Charge)	0.0141	¢ per m³

(H) Bundled Direct Purchase Delivery

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

(I) Company Policy Relating to Terms of Service

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

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

Effective January 1, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Effective 2023-01-01 **Rate M2** Page 1 of 2

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 ³ per year.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multiyear prices may also be negotiated which may be higher than the identified rates. (1)

\$77	7.	5	3
	\$7	\$77.	\$77.58

b) Delivery Charge

First	1 000 m³	6.4851	¢ per m³
Next	6 000 m³	6.3762	¢ per m³
Next	13 000 m³	6.0043	¢ per m³
All Over	20 000 m ³	5.6164	¢ per m³

Delivery - Price Adjustment (All Volumes)

¢ per m³

c) Carbon Charges

Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Delivery Charge)	9.7900 0.0141	¢ per m³ ¢ per m³
Federal Carbon Charge - Price Adjustment (if applicable)	-	¢ per m³

d) Storage Charge (if applicable)

0.8511 ¢ per m³

Storage - Price Adjustment (All Volumes)

¢ per m³

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") and Temporary Connection Surcharge ("TCS") (if applicable) (2)

The SES is applicable to a customer who receives gas distribution services from the Company as part of a Community Expansion Project listed below in lieu of or in addition to paying a Contribution in Aid of Construction (CIAC), at the customer's option. The Company may apply the SES for a term of up to 40 years, to be determined in accordance with the Company's feasibility policy.

The TCS is applicable to a customer who receives gas distribution services from the Company as part of a Small Main Extension or Customer Attachment Project in lieu of paying a CIAC, at the customer's option. The Company may require payment of a CIAC and/or apply the TCS for a term of up to 40 years, to be determined in accordance with the Company's feasibility policy.

If applicable, the SES and TCS are applied to all volumes consumed for the SES or TCS term.

System Expansion Surcharge (SES):	23.0000	¢ per m³
Temporary Connection Surcharge (TCS):	23.0000	¢ per m³

Community Expansion Project Areas:	In-service Date	SES Term
Kettle and Stony Point First Nation and Lambton Shores	2017	12 years
Milverton, Rostock and Wartburg	2017	15 years
Delaware Nation of Moraviantown First Nation	2018	40 years
Chippewas of the Thames First Nation	2019	40 years
Saugeen First Nation	2020	40 years

Notes

- (1) During any month in which a customer terminates service or begins service, the fixed charge for the month will be prorated to such customer.
- (2) Additional conditions and defined terms applicable to the SES and TCS are set out in the Company's Distribution New Business Guidelines as approved by the OEB in its EB-2020-0094 decision.

Effective 2023-01-01 **Rate M2** Page 2 of 2

(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 m³, plus 7¢ per m³.

Overrun Delivery Charge	7.3362	¢ per m³
Federal Carbon Charge (if applicable)	9.7900	¢ per m³
Facility Carbon Charge (in addition to Overrun Delivery Charge)	0.0141	¢ per m³

(H) Bundled Direct Purchase Delivery

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

(I) Company Policy Relating to Terms of Service

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

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

Effective January 1, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Effective 2023-01-01 Rate M4 Page 1 of 3

ENBRIDGE GAS INC. UNION SOUTH FIRM INDUSTRIAL AND COMMERCIAL CONTRACT RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer who enters into a contract for the purchase or transportation of gas for a minimum term of one year that specifies a daily contracted demand between 2 400 m³ and 60 000 m³.

(C) Rates

The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multiyear 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)

/:\	٨	N/anth	L, D	lamand	Charge
(1)	А	IVIONTN	ᄔ	emano	Charge

First	8 450 m ³ of daily contracted demand	69.7386	¢ per m³
Next	19 700 m³ of daily contracted demand	33.2119	¢ per m³
All Over	28 150 m³ of daily contracted demand	28.4656	¢ per m³

(ii) A Monthly Delivery Commodity Charge

First 422 250 m³ delivered per month	2.2885	¢ per m³
Next volume equal to 15 days use of daily contracted demand	2.2885	¢ per m³
For remainder of volumes delivered in the month	1.1492	¢ per m³

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

(iii) Carbon Charges

Federal Carbon Charge (if applicable)	9.7900	¢ per m³
Facility Carbon Charge (in addition to Delivery Charge)	0.0141	¢ per m³

(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 m³ 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 m³ for all gas supply volumes purchased.

Authorized Overrun Delivery Charge	4.5813	¢ per m³
Unauthorized Overrun Delivery Charge	7.6971	¢ per m³
Federal Carbon Charge (if applicable)	9.7900	¢ per m³
Facility Carbon Charge (in addition to Overrun Delivery Charge)	0.0141	¢ per m³

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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

2.4970 ¢ per m³

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 m³ 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

Daily Contracted Demand Level (CD)		
$2400\mathrm{m}^3\leq\mathrm{CD}<17000\mathrm{m}^3$	3.8214	¢ per m³
$17\ 000\ \text{m}^3 \le \text{CD} <\ 30\ 000\ \text{m}^3$	3.6915	¢ per m³
$30\ 000\ \text{m}^3 \le \text{CD} < 50\ 000\ \text{m}^3$	3.6232	¢ per m³
$50\ 000\ \text{m}^3 \le \text{CD} \le 60\ 000\ \text{m}^3$	3.5753	¢ per m³

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

(ii) Carbon Charges

Federal Carbon Charge (if applicable)	9.7900	¢ per m³
Facility Carbon Charge (in addition to Delivery Charge)	0.0141	¢ per m³

(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 m³
For each additional days use of contracted demand up		
to a maximum of 275 days, an additional discount of	0.00212	¢ per m³

(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 \$756.88 per month

Effective 2023-01-01 Rate M4 Page 3 of 3

b) In each contract year, the customer shall take delivery from Union, or in any event pay for, if available and not accepted by the customer, a minimum volume of gas or transportation services as specified in the contract between the parties and which will not be less than 350 000 m³ per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times the identified interruptible minimum annual delivery charge, and if applicable, a gas supply charge provided in Schedule "A".

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

Interruptible Minimum Annual Delivery Charge

4.0299 ¢ per m³

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

Unauthorized overrun gas taken in any month shall be paid for at the identified unauthorized overrun delivery charge 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 m³ for all gas supply volumes purchased.

Unauthorized Overrun Delivery Charge	7.6971	¢ per m³
Federal Carbon Charge (if applicable)	9.7900	¢ per m³
Facility Carbon Charge (in addition to Overrun Delivery Charge)	0.0141	¢ per m³

<u>Unauthorized Overrun Non-Compliance Rate:</u>

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 234.7200 ¢ per m³ (\$60 per GJ) for the delivery.

(D) Delayed Payment

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

(E) Direct Purchase

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

(F) Bundled Direct Purchase Delivery

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

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

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O.E.B. Order # EB-2022-0133

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4.0299

¢ per m³

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 m³ and 60 000 m³ inclusive.

(C) Rates

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

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 L	_evel (CE))
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$2 \text{ 400 m}^3 \le \text{CD} < 17 \text{ 000 m}^3$ 3.82	.14 ¢ per m	13
$17\ 000\ m^3 \le CD <\ 30\ 000\ m^3$ 3.69)15 ¢ per m	13
$30\ 000\ m^3 \le CD < 50\ 000\ m^3$ 3.62	.32 ¢ per m	13
$50\ 000\ \text{m}^3 \le \text{CD} \le 60\ 000\ \text{m}^3$ 3.57	′53 ¢ per m	13

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

(ii) Carbon Charges

Federal Carbon Charge (if applicable)	9.7900	¢ per m³
Facility Carbon Charge (in addition to Delivery Charge)	0.0141	¢ per m³

(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 m³
For each additional days use of contracted demand up		
to a maximum of 275 days, an additional discount of	0.00212	¢ per m³

(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 \$756.88 per month

2. In each contract year, the customer shall take delivery from Union, or in any event pay for, if available and not accepted by the customer, a minimum volume of gas or transportation services as specified in the contract between the parties and which will not be less than 350 000 m³ per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times the identified interruptible minimum annual delivery charge, and if applicable, a gas supply charge provided in Schedule "A".

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

Interruptible Minimum Annual Delivery Charge

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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 m³ for all gas supply volumes purchased.

Unauthorized Overrun Delivery Charge 7.6971 ¢ per m³
Federal Carbon Charge (if applicable) 9.7900 ¢ per m³
Facility Carbon Charge (in addition to Overrun Delivery Charge) 0.0141 ¢ per m³

Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 234.7200 ¢ per m³ (\$60 per GJ) for the delivery.

4. Non-Interruptible Service

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

- a) The monthly demand charge for firm daily deliveries will be 40.5865 ¢ per m³.
- b) The commodity charge for firm service shall be the rate for firm service at Union's firm rates net of a monthly demand charge of 40.5865 ¢ per m³ 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 9.7900 ¢ per m³, 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, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Effective 2023-01-01 **Rate M7** Page 1 of 2

ENBRIDGE GAS INC. UNION SOUTH SPECIAL LARGE VOLUME INDUSTRIAL AND COMMERCIAL CONTRACT RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Customer

- a) who enters into a contract for the purchase or transportation of gas for a minimum term of one year that specifies a combined maximum daily requirement for firm, interruptible and seasonal service of at least 60 000 m³; and
- b) who has site specific energy measuring equipment that will be used in determining energy balances.

(C) Rates

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

- 1. Bills will be rendered monthly and shall be the total of:
- (i) A Monthly Demand Charge

A negotiated Monthly Demand Charge for each m³ of daily contracted firm demand up to 33.8388 ¢ per m³

(ii) A Monthly Delivery Commodity Charge

(1)	A Monthly Firm Delivery Commodity Charge for all		
	firm volumes of	0.7187	¢ per m³
	and a Delivery - Price Adjustment of	-	¢ per m³

(2) A Monthly Interruptible Delivery Commodity Charge for all interruptible volumes to be negotiated between Union and the customer not to exceed an annual average of and a Delivery - Price Adjustment of 7.3678 ¢ per m³

- ¢ per m³

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

(ii) Carbon Charges

Federal Carbon Charge (if applicable) 9.7900 ¢ per m³ Facility Carbon Charge (in addition to Delivery Charge) 0.0141 ¢ per m³

(iii) Gas Supply Charge (if applicable) (1)

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 m³ for all the gas supply volumes purchased.

Federal Carbon Charge (if applicable) 9.7900 ¢ per m³ Facility Carbon Charge (in addition to Overrun Delivery Charge) 0.0141 ¢ per m³

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Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 234.7200 ¢ per m³ (\$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 m³.

Commissioning and Decommissioning Rate	5.3730	¢ per m³
Federal Carbon Charge (if applicable)	9.7900	¢ per m³
Facility Carbon Charge (in addition to Commissioning and Decommissioning Rate)	0.0141	¢ per m³

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, 2023 Implemented January 1, 2023 O.E.B. Order # EB-2022-0133

Effective 2023-01-01 **Rate M9** Page 1 of 2

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:

- a) who enters into a contract to purchase and/or receive delivery of a firm supply of gas for distribution to its customers; and
- b) who agrees to take or pay for an annual quantity of at least two million cubic metres; and
- c) who commenced and continued service under Rate M9 prior to January 1, 2019.

(C) Rates

The identified rates (excluding gas supply, 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.

27.2284 ¢ per m3

(ii) A Delivery Commodity Charge for gas delivered of and a Delivery - Price Adjustment of

0.5288 ¢ per m³ - ¢ per m³

(iii) Carbon Charges

Federal Carbon Charge (if applicable)
Facility Carbon Charge (in addition to Delivery Commodity Charge)

9.7900 ¢ per m³

0.0141 ¢ per m³

(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.

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(F) Overrun Charge

Authorized:

For all quantities on any day in excess of 103% of the customer's contractual rights, for which authorization has been received, the customer will be charged at the identified authorized overrun delivery charge 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 1.4240 ¢ per m³
Unauthorized Overrun Delivery Charge 36.0000 ¢ per m³
Federal Carbon Charge (if applicable) 9.7900 ¢ per m³
Facility Carbon Charge (in addition to Overrun Delivery Charge) 0.0141 ¢ per m³

(G) Bundled Direct Purchase Delivery

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

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

Effective January 1, 2023 Implemented January 1, 2023 O.E.B. Order # EB-2022-0133

Effective 2023-01-01 **Rate M10** Page 1 of 1

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, if applicable) represent maximum prices for service. These rates may change periodically. Multiyear prices may also be negotiated which may be higher than the identified rates.

1. A Delivery Commodity Charge of

8.9527 ¢ per m³

2. Carbon Charges

Federal Carbon Charge (if applicable)
Facility Carbon Charge (in addition to Delivery Commodity Charge) of

9.7900 ¢ per m³ 0.0141 ¢ per m³

7.6971 ¢ per m³ 9.7900 ¢ per m³

0.0141 ¢ per m3

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

Unauthorized Overrun Delivery Charge
Federal Carbon Charge (if applicable)
Facility Carbon Charge (in addition to Overrun Delivery Charge)

(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, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 52 of 271

Effective 2023-01-01 **Rate R1** Page 1 of 2

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

Charge Rate/GJ/month	Commodity Charges/Credits <u>Rate/GJ</u>
\$3.006	
	\$8.957
	\$10.315
	Note (1)
	\$3.293
	\$6.000
	Note (3)
	\$(0.199)
	Rate/GJ/month

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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, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Effective 2023-01-01 **Rate T1** Page 1 of 6

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

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer:

- a) whose qualifying annual transportation volume for combined firm and interruptible service is at least 2 500 000 m³ or greater and has a daily firm contracted demand up to 140,870 m³; and
- b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for use at facilities located within Union's gas franchise area; and
- c) who has meters with electronic recording at each Point of Consumption; and
- d) who has site specific energy measuring equipment that will be used in determining energy balances; and
- e) for whom Union has determined transportation and/or storage capacity is available

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

(C) Rates

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

STORAGE SERVICE:

STORAGE SERVICE:	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	omers Providing <u>Compressor Fuel</u> Commodity Charge <u>Rate/GJ</u>
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.012		
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory Customer provides deliverability Inventory (4)	\$2.115 \$1.473		
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	\$1.473		
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.473		

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					omers Providing Compressor Fuel
		Demand	Commodity		Commodity
		Charge Rate/GJ/mo	Charge Rate/GJ	Fuel Ratio	Charge <u>Rate/GJ</u>
		<u>Nate/GJ/IIIO</u>	<u>Nate/GJ</u>	<u> Kalio</u>	<u>Nate/G5</u>
e)	Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum				
	Daily Storage Withdrawal Quantity		\$0.049	0.445%	\$0.012
f)	Injection Commodity				
•	Paid on all quantities injected into				
	storage up to the Maximum Daily		\$0.049	0.445%	\$0.012
	Storage Injection Quantity		φυ.υ49	0.445%	φυ.υ12
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.

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- 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, o
 - ii) short-term firm deliverability, or
 - iii) a component of an operational balancing service offered

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

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

TRANSPORTATION CHARGES:		Union Providing Compressor Fuel		omers Providing Compressor Fuel
	Demand	Commodity	Fuel	Commodity
<u>-</u>	Charge	Charge	Ratio (4)	Charge
	Rate/m³/mo	Rate/m ³		Rate/m ³
Annual Firm Transportation Applied to the Firm Daily Contract Demand				
First 28,150 m ³ per month	44.5954 ¢			
Next 112,720 m ³ per month	31.6762¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the customer's Point(s) of Consumption Commodity Charge (All volumes)		0.2854 ¢	0.358%	0.1683¢
c) Interruptible Transportation Commodity Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption Maximum		7.3678¢	0.358%	7.2507¢
d) Carbon Charges Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Transportation Commodity Cl	narge(s)	9.7900 ¢ 0.0141 ¢		9.7900 ¢ 0.0141 ¢

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.
- In each contract year, the customer shall pay for a Minimum Interruptible Transportation Activity level as specified in the Contract. Overrun activity will not contribute to the minimum activity level.
- Transportation fuel ratios do not apply to customers served from dedicated facilities directly connected to third party transmission systems with custody transfer metering at the interconnect.
- 5. Either Union or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates and other charges different from the rates and other charges specified herein if the changed rates and other charges are considered by either party to be necessary, desirable and in the public interest.

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SUPPLEMENTAL CHARGES:

Rates for supplemental services are provided in Schedule "A"

Notes:

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

<u>Authorized</u>

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

Unauthorized

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

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

2. Injection, Withdrawals and Transportation

Authorized

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

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

Firm or Interruptible Service

	Union Providing For Customers Providing Compressor Fuel Their Own Compressor Fu		0
- -	Commodity Charge	Fuel Ratio	Commodity Charge
Storage Injections	\$0.162/GJ	0.964%	\$0.082/GJ
Storage Withdrawals	\$0.162/GJ	0.964%	\$0.082/GJ
Transportation	1.7516 ¢/m³	0.358%	1.6345 ¢/m³
Carbon Charges Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Transportation Commodity Charge)	9.7900 ¢/m³ 0.0141 ¢/m³		9.7900 ¢/m³ 0.0141 ¢/m³

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Firm Service

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	\$1.968	per GJ
Unauthorized Overrun Transportation Charge	7.6971	¢ per m³
Carbon Charges	0 =000	
Federal Carbon Charge (if applicable)	9.7900	¢ per m³
Facility Carbon Charge (in addition to Overrun Transportation Charge	0.0141	¢ per m³

Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 234.7200 ¢ per m³ (\$60 per GJ) for the delivery.

3. Storage / Balancing Service

Authorized

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

Space	Rate/GJ \$6.000
Injection / Withdrawal Maximum	\$6.000

OTHER SERVICES & CHARGES:

1. Monthly Charge

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

Monthly Charge \$2,156.61

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.

Effective 2023-01-01 Rate T1 Page 6 of 6

4. Additional Service Information

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

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

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

5. Parkway Delivery Commitment Incentive ("PDCI")

For all Parkway Delivery Obligation ("PDO") volumes delivered to Union **PDCI**

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.

\$(0.199)

(D) Delayed Payment

Effective January 1, 2023 Implemented January 1, 2023 O.E.B. Order # EB-2022-0133

Supersedes October 1, 2022 Rate Schedule effective EB-2022-0219

Rate/GJ

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 60 of 271

Effective 2023-01-01 **Rate T2** Page 1 of 7

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

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer:

- a) who has a daily firm contracted demand of at least 140 870 m³. Firm and/or interruptible daily contracted demand of less than 140,870 m³ cannot be combined for the purposes of qualifying for this rate class; and
- b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for use at facilities located within Union's gas franchise area; and
- c) who has meters with electronic recording at each Point of Consumption; and
- d) who has site specific energy measuring equipment that will be used in determining energy balances; and
- e) for whom Union has determined transportation and/or storage capacity is available.

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

(C) Rates

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

STORAGE SERVICE:

				omers Providing Compressor Fuel
	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.012			
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory Customer provides deliverability Inventory (4)	\$2.115 \$1.473			
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	\$1.473			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.473			

Filed: 2022-10-07, EB-2022-0133	, Exhibit N1, Tab 1,	Schedule 1,	Appendix B,	Page 61 of 27'	1

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				omers Providing Compressor Fuel
	Demand	Commodity		Commodity
	Charge	Charge	Fuel	Charge
	Rate/GJ/mo	Rate/GJ	<u>Ratio</u>	Rate/GJ
e) Withdrawal Commodity				
Paid on all quantities withdrawn				
from storage up to the Maximum				
Daily Storage Withdrawal Quantity		\$0.049	0.445%	\$0.012
Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily				
Storage lipection Quantity		\$0.049	0.445%	\$0.012
Olorage injection quantity		ψ0.0+3	0.44070	ψ0.012
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		A 0.400	0.0040/	40.000
the Maximum Injection/Withdrawal Quantity		\$0.162	0.964%	\$0.082

Notes:

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

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

3.1 Aggregate Excess

Aggregate excess is the difference between the customer's total 151-day winter consumption (November 1 through March 31) and the customer's average daily consumption (Daily Contract Quantity) for the contract year multiplied by 151 days of winter. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

3.2 Obligated daily contract quantity multiple of 15

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

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

3.4 Contract Demand mulitple of 10

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

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

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 62 of 271

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4. Annual Injection/Withdrawal Right

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

- 4.1 The greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.
- 4.2 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m³/day) gas fired power generation customers, the maximum entitlement of firm storage deliverability is 24 times the customer's peak hourly consumption, with 1.2% firm deliverability available at the rates specified herein.
- 4.3 For customers with non-obligated supply and are not eligible for Section 4.2 above, the firm storage deliverability is determined as 1.2% of firm storage space, excluding the firm storage space associated with the Daily Variance Account. For the Daily Variance Account, the storage deliverability is available on an interruptible basis up to the customer's firm contracted demand.

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

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

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

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

TRANSPORTATION CHARGES:

		Union Providing Compressor Fuel		omers Providing Compressor Fuel
	Demand	Commodity Charge	Fuel	Commodity Charge
	Charge	Charge	Ratio (5)	Charge
	Rate/m³/mo	Rate/m ³		Rate/m ³
Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand				
First 140,870 m ³ per month	33.1606 ¢			
All over 140,870 m ³ per month	18.4774 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the customer's Point(s) of Consumption Commodity Charge (All volumes)		0.1431 ¢	0.309%	0.0420 ¢
c) Interruptible Transportation Commodity Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption Maximum		7 2670 4	0.309%	7 0667 4
waximum		7.3678¢	0.309%	7.2667 ¢
d) Carbon Charges Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Transportation Commodi	ity Charge(s))	9.7900 ¢ 0.0141 ¢		9.7900 ¢ 0.0141 ¢

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Notes:

- 1. All demand charges are paid monthly during the term of the contract for not less than one year unless Union, at its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.
- 2. Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day and who are directly connected to i) the Dawn-Trafalgar transmission system in close proximity to Parkway or ii) a third party pipeline, have the option to pay for service using a Billing Contract Demand. The Billing Contract Demand shall be determined by Union such that the annual revenues over the term of the contract will recover the invested capital, return on capital and operating and maintenance costs associated with the dedicated service in accordance with Union's system expansion policy. The firm transportation demand charge will be applied to the Billing Contract Demand. For customers choosing the Billing Contract Demand option, the authorized transportation overrun rate will apply to all volumes in excess of the Billing Contract Demand 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 m³/day that contract for M12 Dawn to Parkway transportation service equivalent to 100% of their daily firm demand requirement. If a customer with a daily firm demand requirement in excess of 1,200,000 m³/day contracts for M12 Dawn to Parkway transportation service at less than 100% of their firm daily demand requirement, the firm transportation fuel ratio will be applicable to daily volumes not transported under the M12 transportation contract.
- 7. Either Union or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates and other charges different from the rates and other charges specified herein if the changed rates and other charges are considered by either party to be necessary, desirable and in the public

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

<u>Authorized</u>

Authorized Overrun is provided as Storage/Balancing Service. It is payable on all quantities on any Day in excess of the customer's contracted Maximum Storage Space. Overrun will be authorized by Union at is sole discretion. Storage Space Overrun equal to the customer's firm deliveries from TCPL: less the customer's Firm Daily Contract Demand, all multiplied by the Days of Interruption called during the period of November 1 to March 31, will be automatically authorized until the following July 1. Authorized Overrun is not applicable to the Daily Variance Account.

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 64 of 271

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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

<u>Authorized</u>

The following Overrun rates are applied to any quantities transported, injected or withdrawn in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion. The Authorized Overrun rates are not applicable to the Daily Variance Account.

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

	Union Providing Compressor Fuel	For Customers Providing Their Own Compressor Fue	
- -	Commodity Charge	Fuel Ratio	Commodity Charge
Storage Injections	\$0.162/GJ	0.964%	\$0.082/GJ
Storage Withdrawals	\$0.162/GJ	0.964%	\$0.082/GJ
Transportation	1.2333 ¢/m³	0.309%	1.1322 ¢/m³
<u>Carbon Charges</u> Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Transportation Commodity Charge)	9.7900 ¢/m³ 0.0141 ¢/m³		9.7900 ¢/m³ 0.0141 ¢/m³

Unauthorized

For all quantities on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged the identified unauthorized overrun charge, as appropriate. For the Daily Variance Account, this unauthorized storage overrun rate will be charged on all quantities in excess of the Daily Variance Account maximum injection/withdrawal quantity.

Unauthorized Overrun Storage Injections and Withdrawals Charge	\$1.968	per GJ
Unauthorized Overrun Transportation Charge	7.6971	¢ per m³
<u>Carbon Charges</u>		
Federal Carbon Charge (if applicable)	9.7900	¢ per m³
Facility Carbon Charge (in addition to Overrun Transportation Charge)	0.0141	¢ per m³

<u>Unauthorized Overrun Non-Compliance Rate:</u>

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 234.7200 ¢ per m³ (\$60 per GJ) for the delivery.

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 65 of 271

Effective 2023-01-01 **Rate T2** Page 6 of 7

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.

 $\begin{array}{ccc} & & & & & & & & & \\ & & & & & & & & \\ & & & & & & & \\ & & & & & & & \\ & & & & & & \\ & & & & & & \\ & & & & & & \\ & & & & & & \\ & & & & & \\ & & & & & \\ & & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & & \\ & & \\ & & \\ & & \\ & & \\ & & \\ & & \\ & & \\ & & \\ & & \\ & & \\ & & \\ & \\ & & \\ &$

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 \$6,804.81

2. Diversion of Gas

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

3. Delivery Obligations

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

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

4. Nominations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day who have non obligated deliveries may contract to use Union's 5 additional nomination windows (13 in total) for the purposes of delivering gas to Union. These windows are in addition to the standard NAESB and TCPL STS nomination windows. Customers taking the additional nomination window service will pay an additional monthly demand charge of \$0.077/GJ/day/month multiplied by the non-obligated daily contract quantity.

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5. Additional Service Information

Additional information on Union's T2 service offering can be found at: www.uniongas.com/business/account-services/unionline/contracts-rates/T1-service-features

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

- 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.

PDCI

\$(0.199)

(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, 2023 Implemented January 1, 2023 O.E.B. Order # EB-2022-0133

Effective 2023-01-01 **Rate T3** Page 1 of 5

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

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor:

- a) whose minimum annual transportation of natural gas is 700 000 m³ or greater; and
- b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for distribution to its customers; and
- c) who has meters with electronic recording at each Point of Redelivery; and
- d) for whom Union has determined transportation and/or storage capacity is available.
- e) who commenced and continued service under Rate T3 prior to January 1, 2019.

(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:

			For Custo	mers Providing
			Their Own (Compressor Fuel
	Demand	Commodity		Commodity
	Charge	Charge	Fuel	Charge
	Rate/GJ/mo	Rate/GJ	Ratio	Rate/GJ
Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.012			
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory	\$2.115			
Customer provides deliverability Inventory (4)	\$1.473			
Customer provides deliverability inventory (4)	Ψ1.473			
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	\$1.473			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.473			
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.049	0.445%	\$0.012
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.049	0.445%	\$0.012
g) Short Term Storage / Balancing Service Maximum		\$6.000		

Effective 2023-01-01 Rate T3 Page 2 of 5

Notes:

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

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

3.1 Aggregate Excess

Aggregate excess is the difference between the customer's total 151-day winter consumption (November 1 through March 31) and the customer's average daily consumption (Daily Contract Quantity) for the contract year multiplied by 151 days of winter. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

3.2 Obligated daily contract quantity multiple of 15

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

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

4. Annual Injection/Withdrawal Right

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

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

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

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

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

Filed: 2022-10-07, EB-2022-0133	. Exhibit N1	. Tab 1. S	Schedule 1	. Appendix B. Page 69 c	of 271

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TRANSPORTATION CHARGES:

		Union Providing Compressor Fuel		omers Providing Compressor Fuel
	Demand Charge	Commodity Charge	Fuel Ratio	Commodity Charge
	Rate/m³/mo	Rate/m ³		Rate/m ³
Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand	20.7133 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the Customer's Point(s) of Redelivery		0.2564 ¢	0.419%	0.1193¢
c) Carbon Charges Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Transportation Cor	mmodity Charge)	9.7900 ¢ 0.0141 ¢		9.7900 ¢ 0.0141 ¢

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

<u>Authorized</u>

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

Unauthorized

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

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

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 70 of 271

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2. Injection, Withdrawals and Transportation

<u>Authorized</u>

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		omers Providing
	Compressor Fuel Commodity Charge	Fuel Ratio	Compressor Fuel Commodity Charge
Storage Injections	\$0.162/GJ	0.964%	\$0.082/GJ
Storage Withdrawals	\$0.162/GJ	0.964%	\$0.082/GJ
Transportation	0.9374 ¢/m³	0.419%	0.8003 ¢/m³
<u>Carbon Charges</u> Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Transportation Commodity Charge)	9.7900 ¢/m³ 0.0141 ¢/m³		9.7900 ¢/m³ 0.0141 ¢/m³

Unauthorized

For all quantities on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged the identified unauthorized overrun charge, as appropriate.

Unauthorized Overrun Storage Injections and Withdrawals Charge	\$9.202	per GJ
Unauthorized Overrun Transportation Charge	36.0000	¢ per m³
<u>Carbon Charges</u>		
Federal Carbon Charge (if applicable)	9.7900	¢ per m³
Facility Carbon Charge (in addition to Overrun Transportation Charge)	0.0141	¢ per m³

3. Short Term Storage Services

<u>Authorized</u>

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.

	Rate/GJ
Space	\$6.000
Injection / Withdrawal Maximum	\$6.000

Effective 2023-01-01 Rate T3 Page 5 of 5

Monthly

OTHER SERVICES & CHARGES

1. Monthly Charge

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

 City of Kitchener
 \$ 22,703.73

 EPCOR Natural Gas (Aylmer)
 \$ 3,485.25

 Six Nations
 \$ 1,161.75

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

2. Diversion of Gas

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

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

4. Parkway Delivery Commitment Incentive ("PDCI")

For all Parkway Delivery Obligation ("PDO") volumes delivered to Union.

Rate/GJ

PDCI

\$(0.199)

(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, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 72 of 271

Effective 2023-01-01 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:	C	ents / m ³
	<u>Utility Sales</u>		
	Commodity and Fuel Commodity and Fuel - Price Adjustment Transportation	_	32.6422 (1) 3.4561 (2)
	Total Gas Supply Commodity Charge	_	36.0983
	Voluntary RNG Program (if applicable) (3)		
	Monthly Charge - Rate M1 and Rate M2	\$	2.00
	Minimum Annual Gas Supply Commodity Charge		
	Rate M4 Firm and Rate M5A Interruptible Contract		0.2085
	Storage and Transportation Supplemental Services - Rate T1, Rate T2 & Rate T3		<u>\$/GJ</u>
	Monthly demand charges: Firm gas supply service Firm backstop gas		40.305 3.006
	Commodity charges: Gas supply Backstop gas		8.363 8.957
	Reasonable Efforts Backstop Gas		10.315
	Supplemental Inventory		Note (4)
	Supplemental Gas Sales Service (cents / m³)		37.3386
	Failure to Deliver: Applied to quantities not delivered to Union in the event the customer's supply fails		3.293
	Discretionary Gas Supply Service (DGSS)		Note (5)

Notes:

- (1) The Commodity and Fuel rate includes a gas supply administration charge of 0.2085 cents/m³.
- (2) Prospective recovery of gas supply deferral accounts.
- (3) The Voluntary RNG Program Charge is a fixed monthly charge applicable to customers who elect to participate in the Company's Voluntary RNG Program to fund the incremental cost of purchasing renewable natural gas as part of system supply. The charge will be applicable for a minimum term of one billing month, renewing automatically monthly until terminated by the customer or until the Company terminates the Voluntary RNG Program, whichever occurs earlier. The fixed monthly charge will apply to applicable customers whether or not they consume natural gas within the billing period.
- (4) 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.
- (5) Reflects the "back to back" price plus a gas supply administration charge.

Effective January 1, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Effective 2023-01-01 **Rate U2** Page 1 of 3

ENBRIDGE GAS INC. UNION SOUTH STORAGE RATES FOR UNBUNDLED CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

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

(C) Rates

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

STORAGE SERVICE

i)	Standard Storage Service (SSS)	Demand Charge <u>Rate/GJ/mo</u>	Fuel <u>Ratio</u>	Commodity Charge Rate/GJ
	a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.028		
	b) Injection Commodity		0.445%	\$0.030
	c) Withdrawal Commodity		0.445%	\$0.030
ii)	Standard Peaking Service (SPS)			
	a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.144		
	b) Injection Commodity		0.445%	\$0.030
	c) Withdrawal Commodity		0.964%	\$0.030
iii)	Supplemental Service			
	a) Incremental Firm Injection Right: (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$1.317		

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Demand Charge Fuel Commodity Charge Rate/GJ/mo Ratio Rate/GJ

b) Incremental Firm Withdrawal Right: (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right

\$1.317

c) Short Term Storage / Balancing Service
- Maximum

\$6.000

Commodity

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	Fuel <u>Ratio</u>	Charge Rate/GJ
Injection	0.964%	\$0.073
Withdrawal	0.964%	\$0.073

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.

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 75 of 271

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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.

PDCI \$(0.199)

(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, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Supersedes October 1, 2022 Rate Schedule effective EB-2022-0219.

Effective 2023-01-01 **Rate M12** Page 1 of 4

ENBRIDGE GAS INC. UNION SOUTH TRANSPORTATION RATES

(A) Applicability

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

Applicable Points

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

(B) Services

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

(C) Rates

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

	Monthly Demand Charges	Fuel and Commodity Charges				
	(applied to daily	Union Supplied Fuel Shipper Supp		lied Fuel		
	contract demand)	Fuel and Commodity Charge	Fuel	Commodity Charge		
	Rate/GJ	Rate/GJ	Ratio % AND	Rate/GJ		
Firm Transportation (1), (5)						
Dawn to Parkway	\$3.760	Monthly fuel and commodity	Monthly fuel ratios shall			
Dawn to Kirkwall	\$3.190	rates shall be in accordance	be in accordance with			
Kirkwall to Parkway	\$0.570	with schedule "C".	schedule "C".			
M12-X Firm Transportation						
Between Dawn, Kirkwall and Parkway	\$4.648	Monthly fuel and commodity rates shall be in accordance with schedule "C".	Monthly fuel ratios shall be in accordance with schedule "C".			
Limited Firm/Interruptible Transportation (1)						
Dawn to Parkway – Maximum	\$9.024	Monthly fuel and commodity	Monthly fuel ratios shall			
Dawn to Kirkwall – Maximum	\$9.024	rates shall be in accordance with schedule "C".	be in accordance with schedule "C".			
Parkway (TCPL / EGT) to Parkway (Cons) /						
Lisgar (2)	n/a	n/a	0.173%			
Carbon Charge (applied to all quantities transp	orted)					
Facility Carbon Charge		\$0.004		\$0.004		

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(C) Rates (Cont'd)

Authorized Overrun (3)

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

Fuel and Commodity Charges

	Union Supplied Fuel	Shipper Suppli	ied Fuel
	Fuel and Commodity Charge	Fuel	Commodity Charge
	Rate/GJ	Ratio % AND	Rate/GJ
<u>Transportation Overrun</u>			
Dawn to Parkway	Monthly fuel and commodity	Monthly fuel ratios shall	\$0.124
Dawn to Kirkwall	rates shall be in accordance	be in accordance with	\$0.105
Kirkwall to Parkway	with schedule "C".	schedule "C".	\$0.019
Parkway (TCPL) Overrun (4)	n/a	0.783%	n/a
M12-X Firm Transportation			
Between Dawn, Kirkwall and Parkway	Monthly fuel and commodity rates shall be in accordance with schedule "C".	Monthly fuel ratios shall be in accordance with schedule "C".	\$0.153
Carbon Charge (applied to all quantities transported)			
Facility Carbon Charge	\$0.004		\$0.004

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 \$0.077/GJ/day/month will be applicable for customers contracting for firm all day transportation service in addition to the demand charges appearing on this schedule for firm transportation service to either Kirkwall or Parkway.

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(D) Transportation Commodity

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

YCR =
$$\sum_{1}^{4}$$
 [(0.001730 x (QT1 + QT3)) + (DSFx(QT1 + QT3)) + F_{ST}] For June 1 to Sept. 30

plus

$$\Sigma$$
 [(0.001730 x (QT1 + QT3)) + (DWFxQT1) + F_{WT}] For Oct. 1 to May 31

YCRR =
$$\sum_{1}^{4}$$
 [(0.001730 x (QT1 + QT3)) + (DSFx(QT1 + QT3)) + F_{ST}] x R For June 1 to Sept. 30

plus

12
$$\sum_{0.001730}^{0.001730} (QT1 + QT3)) + (DWFxQT1) + F_{WT}] \times R$$
 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.

Fwt 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.

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(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 31st.

Nominations

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

(F) Terms of Service

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

(G) Nominations

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

(H) Monthly Fuel Rates and Ratios

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

(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, 2023 Implemented January 1, 2023 O.E.B. Order # EB-2022-0133

Supersedes EB-2022-0219 Rate Schedule effective October 1, 2022

UNION SOUTH - RATE M12 GENERAL TERMS & CONDITIONS

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

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

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

- 18. "TCPL" means TransCanada PipeLines Limited;
- 19. "cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;
- 20. "hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;
- 21. "specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
- 22. "Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity;
- 23. "Union" shall mean Enbridge Gas Inc. operating as Union Gas.

II. GAS QUALITY

- 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 cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.

- 3. <u>Non-conforming Gas</u>: In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.
- 4. <u>Quality of Gas Received</u>: The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will also accept gas of a quality as set out in any other Interconnecting Pipeline's general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in Union's M12 Rate Schedule.

III. MEASUREMENTS

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

2. Determination of Volume and Energy:

- a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas Inspection Regulations</u>, SOR 86/131 (the "Regulations"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
- b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.
- c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.
- d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

IV. RECEIPT POINT AND DELIVERY POINT

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

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

Intentionally blank

VI. FACILITIES ON SHIPPER'S PROPERTY

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

- 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. <u>Entry:</u> Union, its servants, agents and each of them may at any reasonable time on notice (except in cases of emergency) to Shipper or his duly authorized representative enter Shipper's property for the purpose of constructing, maintaining, removing, operating and/or repairing station equipment.
- 3. <u>Property:</u> The said station and equipment will be and remain the property of Union notwithstanding it is constructed on and attached to the realty of Shipper, and Union may at its own expense remove it upon termination of the Contract and will do so if so requested by Shipper.

VII. MEASURING EQUIPMENT

- 1. <u>Metering by Union:</u> Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 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. <u>Check Measuring Equipment:</u> Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
- 4. <u>Rights of Parties:</u> The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
- 5. <u>Calibration and Test of Measuring Equipment:</u> The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing redeliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations , as may be amended from time to time and in accordance with any successor statutes and regulations.

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

VIII. BILLING

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

IX. PAYMENTS

- 1. <u>Monthly Payments</u>: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.
- 2. <u>Remedies for Non-payment:</u> Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
 - a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment.
 - b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend service(s) until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

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

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

3. <u>Billing Adjustments:</u> If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such

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

X. ARBITRATION

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

XI. FORCE MAJEURE

- 1. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.
- 2. In the event that either the Shipper or Union is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.
- 3. Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not, as soon as possible after determining, or within a period within which it should acting reasonably have determined, that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract, give to the other party the notice required hereunder.
- 4. The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.

- 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;

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

"cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

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

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

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

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

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

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

"gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

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

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

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

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

"joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

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

"m³" shall mean cubic metre of gas and "10³m³" shall mean 1,000 cubic metres of gas;

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

"NAESB" shall mean North American Energy Standards Board;

"OEB" means the Ontario Energy Board;

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

"pascal" (Pa) shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" (kPa) shall mean 1,000 pascals;

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

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

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

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

"TCPL" means TransCanada PipeLines Limited;

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

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

II. GAS QUALITY

- 1. <u>Natural Gas:</u> The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons, except methane, may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.
- 2. Freedom from objectionable matter: The gas to be delivered to/by Union hereunder,
 - a. shall be commercially free from bacteria, sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to, or interference with, the proper operation of the lines, regulators, meters or other appliances through which it flows,

- b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas, nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas,
- c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,
- d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,
- e. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,
- f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,
- g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,
- h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of gas,
- i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
- j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.
- 3. <u>Non-conforming Gas:</u> In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.
- 4. <u>Quality of Gas Received:</u> The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will also accept gas of a quality as set out in any other Interconnecting Pipeline's general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in Union's M12 Rate Schedule.

III. <u>MEASUREMENTS</u>

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

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

VI. FACILITIES ON SHIPPER'S PROPERTY

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

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

VII. MEASURING EQUIPMENT

- 1. <u>Metering by Union:</u> Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 2. <u>Metering by Others:</u> In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by its regulatory body.
- 3. <u>Check Measuring Equipment:</u> Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.

- 4. <u>Rights of Parties:</u> The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
- 5. <u>Calibration and Test of Measuring Equipment:</u> The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing receipts and deliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.
- 6. <u>Preservation of Metering Records:</u> Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
- 7. <u>Error in Metering or Meter Failure:</u> In the event of an error in metering or a meter failure, (such error or failure being determined through check measurement by Union or any other available method), then Shipper shall enforce its rights as Shipper with the Interconnecting Pipeline(s) to remedy such error or failure including enforcing any inspection and/or verification rights and procedures.

VIII. BILLING

- 1. <u>Monthly Billing Date:</u> Union shall render bills on or before the tenth (10th) day of each month for all Transportation Services furnished during the preceding Month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding Month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the tenth (10th) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
- 2. <u>Right of Examination:</u> Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.
- 3. <u>Amendment of Statements:</u> For the purpose of completing a final determination of the actual quantities of gas handled in any of the Transportation Services to Shipper, the parties shall have the right to amend their statement for a period equal to the time during which the Interconnecting Pipeline retains the right to amend their statements, which period shall not exceed three (3) years from the date of termination of the Contract.

IX. PAYMENTS

- 1. <u>Monthly Payments:</u> Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a Business Day, then payment must be received in Union's account on the first Business Day preceding the twentieth (20th) day of the month.
- 2. <u>Remedies for Non-payment:</u> Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,

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

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

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

- 3. <u>Billing Adjustments:</u> If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill next following" shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within three (3) years from the date of the incorrect billing. In the event any refund is issued with Shipper's bill, the aforesaid date of refund shall be deemed to be the date of the issue of bill.
- 4. <u>Taxes:</u> In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Union.
- 5. <u>Set Off:</u> If either party shall, at any time, be in arrears under any of its payment obligations to the other party under the Contract, then the party not in arrears shall be entitled to reduce the amount payable by it to the other party in arrears under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to the other party. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas under the Contract or any enhancement to the Contract, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the <u>Arbitration Act, 1991</u>, or any act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

- 1. <u>Definition:</u> The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.
- 2. <u>Notice:</u> In the event that either the Shipper or Union is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.
- 3. Exclusions: Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not, as soon as possible after determining, or within a period within which it should acting reasonably have determined, that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract, give to the other party the notice required hereunder.
- 4. <u>Notice of Remedy:</u> The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.
- 5. <u>Obligation to Perform:</u> An event of force majeure on Union's system will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.
- 6. <u>Upstream or Downstream Force Majeure:</u> An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.
- 7. <u>Delay of Firm Transportation Services:</u> Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the Day or Days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such Day or Days as are agreed to by Shipper and Union. If Union accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.
- 8. <u>Demand Charge Relief for Firm Transportation Services:</u> Despite Article XI herein, if on any Day Union fails to accept gas from Shipper by reason of an event of force majeure on Union's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the firm Contract Demand for that Contract, then for that Day the Monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Union during such Day and the quantity of gas which Shipper in good faith nominated on such Day. The term "Daily Demand Rate" shall mean the Monthly demand charge or equivalent pursuant to the M12 Rate Schedule divided by the number of days in the month for which such rate is being calculated.
- 9. <u>Proration of Firm Transportation Service:</u> If, due to the occurrence of an event of force majeure as outlined above, the capacity for gas deliveries by Union is impaired, it will be necessary for Union to curtail Shipper's gas receipts to Union hereunder, via proration based on utilization of such facilities for the Day. This prorating shall be determined by

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

XII. DEFAULT AND TERMINATION

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

XIII. 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. <u>Expansion Facilities:</u> If requests for firm transportation services cannot be met through existing capacity such that the only way to satisfy the requests for transportation service would require the construction of Expansion Facilities which create new capacity, Union shall allocate any such new capacity by open season, subject to the terms of the open season, and these General Terms and Conditions.

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

- 1. Firm In-franchise Transportation and Distribution services and firm Ex-franchise services (Note 1)
- 2. In-franchise Interruptible Distribution services
- 3. C1/M12 IT Transport and IT Exchanges with Take or Pay rates
- Balancing (Hub Activity) < = 100 GJ/d; Balancing (Direct Purchase) < = 500 GJ/d; In-franchise distribution authorized overrun (Note 3)
- 5. C1/M12 IT Transport and IT Exchanges at premium rates
- 6. C1/M12 Overrun < = 20% of CD (Note 4)
- 7. Balancing (Direct Purchase) > 500 GJ/d
- 8. Balancing (Hub Activity) > 100 GJ/d; C1/M12 IT Transport and IT Exchanges
- 9. C1/M12 Overrun > 20% of CD
- 10. C1/M12 IT Transport and IT Exchanges at a discount
- 11. Late Nominations

Notes:

- 1. Nominated services must be nominated on the NAESB Timely Nomination Cycle otherwise they are considered to be late nomination and are therefore interruptible.
- 2. Higher value or more reliable IT is contemplated in the service and contract, when purchase at market competitive prices.
- 3. Captures the majority of customers that use Direct Purchase balancing transactions.
- 4. Captures the majority of customers that use overrun.
- 2. <u>Capacity Procedures:</u> Union reserves the right to change its procedures for sharing interruptible capacity and will provide Shipper with two (2) months prior notice of any such change.
- 3. <u>Maintenance</u>: Union's facilities from time to time may require maintenance or construction. If such maintenance or construction is required, and in Union's sole opinion, acting reasonably, such maintenance or construction may impact Union's ability to meet Shipper's requirements, Union shall provide at least ten (10) days notice to Shipper, except in the case of an emergency. In the event the maintenance impacts Union's ability to meet Shipper's requirements, Union shall not be liable for any damages and shall not be deemed in breach of the Contract. To the extent that Union's ability to accept and/or deliver Shipper's gas is impaired, the Monthly demand charge shall be reduced in accordance with Article XI Section 8 and available capacity allocated in accordance with Article XI Section 9 herein.

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

XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

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

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

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

XX. MISCELLANEOUS PROVISIONS

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

XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

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

UNION SOUTH - RATE M12 NOMINATIONS

- 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 Quantity Available. If the Revised Nomination (delivered with the time allowed as required above) is less than the Quantity Available, then such lessor amount shall be the Revised Nomination.
- 4. For Shippers electing firm all day transportation service, nominations shall be provided to Union's Gas Management Services as outlined in the F24 T Agreement.
- 5. For Transportation Services requiring Shipper to provide compressor fuel in kind, the nominated fuel requirements will be calculated by rounding to the nearest whole GJ.
- All Timely Nominations shall have rollover options. Specifically, Shippers shall have the ability to nominate for several days, months or years, provided the Nomination start date and end date are both within the term of the Transportation Agreement.
- 7. Nominations received after the nomination deadline shall, if accepted by Union, be scheduled after Nominations received before the nomination deadline.
- 8. All Services are required to be nominated in whole Gigajoules (GJ).
- 9. To the extent Union is unable to complete a Nomination confirmation due to inaccurate, untimely or incomplete data involving an Interconnecting Pipeline entity, Union shall undertake reasonable efforts to confirm the transaction on a non-discriminatory basis until such time that the transaction is adequately verified by the parties, or until such time that Union determines that the Nomination is invalid at which time the Union shall reject the Nomination.
- 10. That portion of a Shipper's Nomination or Revised Nomination, as set out in paragraphs 1 and 3 above, which Union shall schedule for Transportation Services hereunder, shall be known as Shipper's "Authorized Quantity".
- 11. If on any day the actual quantities handled by Union, for each of the Transportation Services authorized, exceed Shipper's Authorized Quantity, and such excess was caused by either Shipper's incorrect nomination or by its delivering or receiving too much gas, then the amount by which the actual quantities handled for each of the Transportation

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

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

ENBRIDGE GAS INC.

Union South

M12 Monthly Transportation Fuel Ratios and Fuel Rates

Firm or Interruptible Transportation Commodity

<u>Effective January 1, 2023</u>

	VT1 Ea	asterly	VT1 E	asterly					
	Dawn to Park	way (TCPL),	Dawn to Kirkwall, Lisgar,						
	Parkwa	Parkway (EGT)		Consumers)	M12-X Westerly				
	With Dawn C	Compression	With Dawn	With Dawn Compression		Kirkwall to Dawn			
	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate			
Month	(%)	(\$/GJ)	(%)	(\$/GJ)	(%)	(\$/GJ)			
April	0.957	0.080	0.598	0.050	0.173	0.014			
May	0.681	0.057	0.408	0.034	0.173	0.014			
June	0.568	0.048	0.300	0.025	0.173	0.014			
July	0.552	0.046	0.286	0.024	0.173	0.014			
August	0.440	0.037	0.174	0.015	0.173	0.014			
September	0.435	0.036	0.174	0.015	0.173	0.014			
October	0.818	0.068	0.506	0.042	0.173	0.014			
November	0.975	0.082	0.683	0.057	0.173	0.014			
December	1.104	0.092	0.811	0.068	0.173	0.014			
January	1.271	0.106	0.962	0.080	0.173	0.014			
February	1.207	0.101	0.907	0.076	0.173	0.014			
March	1.127	0.094	0.812	0.068	0.173	0.014			
	M12-X E Kirkwall to Par	kway (TCPL),	Kirkwall	Easterly to Lisgar,	M12-X V	•			
	Parkwa	<u> </u>		Consumers)	Parkway to K	,			
	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate			
Month	(%)	(\$/GJ)	(%)	(\$/GJ)	(%)	(\$/GJ)			
April	0.532	0.044	0.173	0.014	0.327	0.027			
May	0.446	0.037	0.173	0.014	0.327	0.027			
June	0.440	0.037	0.173	0.014	0.327	0.027			
July	0.439	0.037	0.173	0.014	0.327	0.027			
August	0.439	0.037	0.173	0.014	0.327	0.027			
September	0.434	0.036	0.173	0.014	0.327	0.027			
October	0.485	0.041	0.173	0.014	0.327	0.027			
November	0.465	0.039	0.173	0.014	0.173	0.014			
		0.000	0.170	0.014	0.110	0.0			
December	0.466	0.039	0.173	0.014	0.173	0.014			

0.173

0.173

0.173

0.014

0.014

0.014

0.173

0.173

0.173

0.014

0.014

0.014

January

February

March

0.482

0.473

0.488

0.040

0.040

0.041

ENBRIDGE GAS INC.

Union South

M12 Monthly Transportation Authorized Overrun Fuel Ratios and Fuel Rates

Firm or Interruptible Transportation Commodity

<u>Effective January 1, 2023</u>

	VT1 Easterly Dawn to Parkway (TCPL),		VT1 E	asterly			
			Dawn to Kir	kwall, Lisgar,			
	Parkwa	y (EGT)	Parkway (Consumers)	M12-X Westerly		
	With Dawn C	Compression	With Dawn Compression		Kirkwall	to Dawn	
	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	
Month	(%)	(\$/GJ)	(%)	(\$/GJ)	(%)	(\$/GJ)	
April	1.636	0.260	1.276	0.230	0.851	0.224	
May	1.359	0.237	1.086	0.214	0.851	0.224	
June	1.246	0.228	0.979	0.205	0.851	0.224	
July	1.230	0.227	0.965	0.204	0.851	0.224	
August	1.118	0.217	0.852	0.195	0.851	0.224	
September	1.113	0.217	0.852	0.195	0.851	0.224	
October	1.496	0.249	1.184	0.223	0.851	0.224	
November	1.654	0.262	1.361	0.237	0.851	0.224	
December	1.782	0.273	1.489	0.248	0.851	0.224	
January	1.950	0.287	1.641	0.261	0.851	0.224	
February	1.886	0.281	1.585	0.256	0.851	0.224	
March	1.806	0.275	1.490	0.248	0.851	0.224	

	Kirkwall to Parkway (TCPL),		WITE A Education				
			Kirkwall	to Lisgar,	M12-X \	Vesterly	
	Parkwa	Parkway (EGT) Park		Consumers)	Parkway to K	irkwall, Dawn	
	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	Fuel Ratio	Fuel Rate	
Month (%)		(\$/GJ)	(%)	(\$/GJ)	(%)	(\$/GJ)	
April	1.210	0.254	0.851	0.224	1.005	0.237	
May	1.124	0.247	0.851	0.224	1.005	0.237	
June	1.119	0.246	0.851	0.224	1.005	0.237	
July	1.117	0.246	0.851	0.224	1.005	0.237	
August	1.117	0.246	0.851	0.224	1.005	0.237	
September	1.112	0.246	0.851	0.224	1.005	0.237	
October	1.164	0.250	0.851	0.224	1.005	0.237	
November	1.143	0.248	0.851	0.224	0.851	0.224	
December	1.144	0.249	0.851	0.224	0.851	0.224	
January	1.160	0.250	0.851	0.224	0.851	0.224	
February	1.151	0.249	0.851	0.224	0.851	0.224	
March	1.167	0.250	0.851	0.224	0.851	0.224	

M12-X Easterly

M12-X Easterly

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

- 2. Receipt and Delivery Pressures:
- (a) All Gas tendered by or on behalf of Shipper to Union shall be tendered at the Receipt Point(s) at Union's prevailing pressure at that Receipt Point, or at such pressure as per operating agreements between Union and the applicable Interconnecting Pipeline as amended or restated from time to time.
- (b) All Gas tendered by or on behalf of Union to Shipper shall be tendered at the Delivery Point(s) at Union's prevailing pressure at that Delivery Point or at such pressure as per agreements between Union and the applicable Interconnecting Pipeline as amended or restated from time to time.
- (c) Under no circumstances shall Union be obligated to receive or deliver gas hereunder at pressures exceeding the maximum allowable operating pressures prescribed under any applicable governmental regulations; nor shall Union be required to make any physical deliveries or to accept any physical receipts which its existing facilities cannot accommodate.

Effective 2023-01-01 **Rate M13** Page 1 of 1

ENBRIDGE GAS INC. UNION SOUTH TRANSPORTATION OF LOCALLY PRODUCED GAS

(A) Applicability

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

Applicable Points

Dawn as a delivery point: Dawn (Facilities).

(B) Rates

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

Demand Commodity

				Union Supplied Fuel	Shipper Supplied Fuel			
		Demand Charge <u>Rate/Month</u>	Commodity Charge <u>Rate/GJ</u>	Fuel and Commodity Charge <u>Rate/GJ</u>	Fuel <u>Ratio %</u>	<u>AND</u>	Commodity Charge <u>Rate/GJ</u>	
1.	Monthly fixed charge per Customer Station	\$1,047.53						
2.	Transmission Commodity Charge		\$0.038					
3.	Delivery Commodity Charge			\$0.014	0.173%			
4.	Facility Carbon Charge (in addition to the Delivery Com	modity Charge)		\$0.004			\$0.004	

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 <u>Rate/GJ</u>	Fuel Ratio %	<u>AND</u>	Commodity Charge <u>Rate/GJ</u>	
Authorized Overrun Charge Facility Carbon Charge (in addition to the Authorized Overrun Charge)	\$0.129 \$0.004	0.173%		\$0.115 \$0.004	

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, 2023 Implemented January 1, 2023 O.E.B. Order # EB-2022-0133

Supersedes EB-2022-0219 Rate Schedule effective October 1, 2022

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/103m3 and may be adjusted from time to time by Union;

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

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

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

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

"cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

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

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

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

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

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

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

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

permitted difference between the Dawn Quantity and the Market Quantity;

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

"gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

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

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

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

"joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

"m³" shall mean cubic metre of gas and "10³m³" shall mean 1,000 cubic metres of gas;

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

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

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

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

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

"OEB" means the Ontario Energy Board;

"pascal" "(Pa)" shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" "(kPa)" shall mean 1,000 pascals;

"Produced Volume" shall mean the aggregate of all actual volumes of gas in 103m3, delivered by Shipper to Union at all Receipt Points on any Day;

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

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

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

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 110 of 271 SCHEDULE "A 2013"

"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 cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,

- j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas,
- k. shall not exceed forty-three degrees Celsius (43°C), and,
- I. shall not be odourized by Shipper.

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

- a. In the event that the quality of the gas does not conform or if Union, acting reasonably, suspects the quality of the gas may not conform to the specifications herein, then Shipper shall, if so directed by Union acting reasonably, forthwith carry out, at Shipper's cost, whatever field testing of the gas quality as may be required to ensure that the quality requirements set out herein are met, and to provide Union with a certified copy of such tests. If Shipper does not carry out such tests forthwith, Union may conduct such test and Shipper shall reimburse Union for all costs incurred by Union for such testing.
- b. If Shipper's gas fails at any time to conform to the requirements of this Article II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Receipt Points hereunder until such deficiency has been remedied by Shipper. Each Party agrees to notify the other verbally, followed by written notification, of any such deficiency of quality.
- 4. <u>Quality of Gas Received:</u> The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will use reasonable efforts to accept gas of a quality that may deviate from the quality standards set out therein.
- 5. 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. <u>Service Unit:</u> The unit of the gas delivered to Union shall be a quantity of 10³m³. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.

2. 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

- 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. <u>Liability:</u> Shipper agrees that Union is not a common carrier and is not an insurer of Shipper's gas, and that Union shall not be liable to Shipper or any third party for loss of gas in Union's possession, except to the extent such loss is caused entirely by Union's negligence or wilful misconduct.

VI. FACILITIES ON SHIPPER'S PROPERTY

- 1. <u>Meter Station:</u> Union shall provide, at the Receipt Point(s), according to the terms hereunder, the meter station required to receive and measure the Produced Volume of gas received by Union from Shipper. Shipper agrees, if requested by Union, to provide Union with sufficient detailed information regarding Shipper's current and expected operations in order to aid Union in Union's design of the meter station.
- 2. <u>Union Obligations:</u> Pursuant to Article VI. Section 1 herein, Union shall purchase, install and maintain, at the Receipt Point(s):
 - a. a meter and any associated recording gauges as are necessary; and,
 - b. a suitable gas odourizing injection facility where Union deems such facility to be necessary.
- 3. <u>Union Equipment:</u> All equipment installed by Union at the Receipt Point(s) shall remain the property of Union at all times, notwithstanding the fact that it may be affixed to Shipper's property. Union shall be entitled to remove said equipment at any time within a period of sixty (60) days from any termination or expiry of the Contract. Shipper shall take all necessary steps to ensure Union may enter onto the Receipt Point(s) to remove such equipment for a period of sixty (60) days after termination or expiry of the Contract or the Sales Agreement.
- 4. 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. <u>Maintenance Costs:</u> Shipper shall within thirty (30) days of the delivery of an invoice by Union, reimburse Union for any actual costs reasonably incurred by Union for any repair, replacement, relocation, or upgrading of any meter station

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

VII. MEASURING EQUIPMENT

- 1. <u>Metering by Union:</u> Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 2. <u>Metering by Others:</u> In the event that all or any gas received or delivered hereunder is measured by a meter that is owned and operated by an upstream or downstream transporter (the "Transporter") whose facilities may or may not interconnect with Union's, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas received or delivered on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union pursuant to this Article VII, Section 2 shall be in accordance with the general terms and conditions as incorporated in that Transporter's gas tariff as approved by Transporter's regulatory body.
- 3. <u>Check Measuring Equipment:</u> Shipper may install, maintain and operate, at the Receipt Point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the Receipt Point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
- 4. <u>Calibration and Test of Measuring Equipment:</u> The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing receipts of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.
- 5. <u>Preservation of Metering Records:</u> Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

VIII. BILLING

- 1. <u>Monthly Billing Date:</u> Union shall render bills on or before the tenth (10th) day of each month for all Services furnished during the preceding Month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding Month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the tenth (10th) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
- 2. <u>Right of Examination:</u> Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.
- 3. <u>Amendment of Statements:</u> For the purpose of completing a final determination of the actual quantities of gas handled in any of the Services to Shipper, the parties shall have the right to amend their statement for a period equal to the time during which the companies, that transport the gas contemplated herein for Union and Shipper, retain the right to amend their statements, which period shall not exceed three (3) years from the date of termination of the Contract.

IX. PAYMENTS

- 1. <u>Monthly Payments:</u> Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a Business Day, then payment must be received in Union's account on the first Business Day preceding the twentieth (20th) day of the month.
- 2. <u>Remedies for Non-payment:</u> Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
 - a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment; and,
 - b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend Services until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

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

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

- 3. <u>Billing Adjustments:</u> If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill next following" shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within three (3) years from the date of the incorrect billing. In the event any refund is issued with Shipper's bill, the aforesaid date of refund shall be deemed to be the date of the issue of bill.
- 4. <u>Taxes:</u> In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Union.
- 5. <u>Set Off:</u> If either party shall, at any time, be in arrears under any of its payment obligations to the other party under the Contract, then the party not in arrears shall be entitled to reduce the amount payable by it to the other party in arrears under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to the other party. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas under the Contract, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.
- 6. <u>Station and Connection Costs:</u> In the event that a meter station must be constructed and/or installed in order to give effect to the Contract, Shipper agrees to pay Union for a portion, as determined by Union, of Union's actual cost, as hereinafter defined, for constructing and installing such station. Shipper also agrees to pay the actual costs to connect such station to Union's pipeline and distribution system. Union shall advise Shipper as to the need for a meter station and shall provide Shipper with an estimate of the Aid to Construction. Such Aid to Construction shall include the costs of all pipe, fittings and materials, third party labour costs and Union's direct labour, labour saving devices, vehicles and

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

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the <u>Arbitration Act</u>, 1991, or any act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

- 1. <u>Definition:</u> The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.
- 2. <u>Notice:</u> In the event that either the Shipper or Union is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.
- 3. Exclusions: Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not, as soon as possible after determining, or within a period within which it should acting reasonably have determined, that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract, give to the other party the notice required hereunder.
- 4. <u>Notice of Remedy:</u> The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.
- 5. <u>Obligation to Perform:</u> An event of force majeure on Union's system will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.
- 6. <u>Upstream or Downstream Force Majeure:</u> An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.
- 7. <u>Delay of Services:</u> Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the Day or Days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such Day or Days as are agreed to

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

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

XII. DEFAULT AND TERMINATION

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

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

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

XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

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

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

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

XX. MISCELLANEOUS PROVISIONS

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

XXI. PRECONDITIONS TO SERVICES

- 1. <u>Union Conditions:</u> The obligations of Union to provide Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Union and which may be waived or extended in whole or in part in the manner provided in the Contract:
 - a. Union shall have obtained, in form and substance satisfactory to Union, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required to provide the Services; and,
 - b. Union shall have obtained all internal approvals that are necessary or appropriate to provide the Services; and,
 - c. Union shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper's ability to honour the provisions of the Contract (the "Initial Financial Assurances"). The Initial Financial Assurances, if required, will be as determined solely by Union; and,
 - d. Shipper and Union shall have entered into the Interruptible Service HUB Contract or equivalent (the "Facilitating Agreement") with Union; and,
 - e. Union shall, where applicable, have obtained all internal and external approvals including the governmental, regulatory and other approvals or authorizations required to construct any facilities necessary to provide the Services hereunder, which approvals and authorizations, if granted upon conditions, shall be conditions satisfactory to Union; and,
 - f. Union shall, where applicable, have completed and placed into service those facilities necessary to provide the Services hereunder; and,
 - g. Further to Article IX Section 6 herein, Shipper shall pay to Union a payment ("First Prepayment") towards the Aid to Construction at the time of the execution of this Agreement. Shipper shall pay a payment prior to installation of the meter station ("Second Prepayment"). The foregoing payments are specified in the attached Schedule 1 for the first meter station ("Receipt Point #1") to be installed under the Contract. Payments for additional meter stations will be handled by written mutual agreement between the parties. Shipper shall pay Union the difference if the actual Aid to Construction is more than the Prepayments, within thirty (30) days of the delivery of an invoice from Union on which the actual costs for construction and installation of facilities are stated. Union shall pay Shipper the difference if the actual Aid to Construction is less than the Prepayments. In the event Shipper terminates this Agreement prior to Union incurring any costs related to the construction, installation or connection of the meter station, Shipper's Prepayments shall be returned to Seller, without interest, within fifteen (15) days notice to Union of such termination by Shipper. In the event Union has incurred costs, as set out herein, relative to the construction, installation or connection of the meter station 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. <u>Shipper Conditions:</u> The obligations of Shipper hereunder are subject to the following conditions precedent, which are for the sole benefit of Shipper and which may be waived or extended in whole or in part in the manner provided in the Contract:
 - a. Shipper shall, as required, have entered into the necessary contracts with Union and/or others to facilitate the Services contemplated herein, including contracts for upstream and downstream transportation, and shall specifically have an executed and valid Facilitating Agreement; and,
 - b. Shipper shall have obtained, in form and substance satisfactory to Shipper, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required from federal, state, or provincial authorities for the gas quantities handled under the Contract; and.
 - Shipper shall have obtained all internal approvals that are necessary or appropriate for the Shipper to execute
 the Contract; and,
 - d. Shipper shall have cancelled or renegotiated its Sales Agreement, on terms satisfactory to Union, as applicable.
- 3. <u>Satisfaction of Conditions:</u> Union and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in this Article XXI Section 1 a, c, d, e, f, g, and Section 2 a, b, and d. Each party shall notify the other forthwith in writing of the satisfaction or waiver of each condition precedent for such party's benefit. If a party concludes that it will not be able to satisfy a condition precedent that is for its benefit, such party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations thereunder.
- 4. 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.

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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

b)

c)

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)

\$1,666.51

Transmission Commodity Charge to Dawn (\$ per GJ)

\$0.038

Transportation Fuel:	Customers located East <u>of Dawn</u>	Customers located West <u>of Dawn</u>
Fuel Charges to Dawn		
Commodity Rate - Union supplied fuel (\$ per GJ)	\$0.014	\$0.014
Fuel Ratio - Shipper supplied fuel (%)	0.173%	0.173%
Fuel Charges to the Pool		
Commodity Rate - Union supplied fuel (\$ per GJ)	\$0.017	\$0.041
Fuel Ratio - Shipper supplied fuel (%)	0.200%	0.492%
Firm Transportation Demand Charges: (2)		
Monthly Demand Charge applied to contract demand (\$ per GJ)	\$0.842	\$2.326
Facility Carbon Charge (in addition to Transportation Fuel Charge	es) \$0.004	\$0.004

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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	Customers located West	
	of Dawn	<u>of Dawn</u>	
Firm Transportation:			
Charges to Dawn			
Commodity Rate - Union supplied fuel (\$ per GJ)	\$0.080	\$0.129	
Commodity Rate - Shipper supplied fuel (\$ per GJ)	\$0.066	\$0.114	
Fuel Ratio - Shipper supplied fuel (%)	0.173%	0.173%	
Charges to the Pool			
Commodity Rate - Union supplied fuel (\$ per GJ)	\$0.044	\$0.118	
Commodity Rate - Shipper supplied fuel (\$ per GJ)	\$0.028	\$0.076	
Fuel Ratio - Shipper supplied fuel (%)	0.200%	0.492%	
Facility Carbon Charge (in addition to Transportation Fuel Charges)	\$0.004	\$0.004	

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, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Supersedes EB-2022-0219 Rate Schedule effective October 1, 2022.

GENERAL TERMS & CONDITIONS UNION SOUTH - M16 TRANSPORTATION AGREEMENT

I. <u>DEFINITIONS</u>

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

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

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

- 17. "TCPL" means TransCanada PipeLines Limited;
- 18. "NOVA" means Gas Transmission Ltd.;
- 19. "Panhandle" means CMS Panhandle Eastern Pipeline Company;
- 20. "MichCon" means Michigan Consolidated Gas Company;
- 21. "SCPL" means St. Clair Pipelines (1996) Ltd.;
- 22. "OEB" means the Ontario Energy Board;
- 23. "NEB" means the National Energy Board (Canada);
- 24. "GLGT" means Great Lakes Gas Transmission Company;
- 25. "CMS" means CMS Gas Transmission and Storage Company;
- 26. "Consumers" means The Consumers' Gas Company, Limited;
- 27. "cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;
- 28. "hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;
- 29. "specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
- 30. "Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity; and,
- 31. "Union" shall mean Enbridge Gas Inc. operating as Union Gas.

II. GAS QUALITY

- 1. <u>Natural Gas:</u> The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons, except methane, may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.
- 2. <u>Freedom from objectionable matter</u>: The gas to be delivered to Union at the Receipt Point(s) hereunder,
 - a. shall be commercially free from bacteria, sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to, or interference with, the proper operation of the lines, regulators, meters or other appliances through which it flows,
 - b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas, nor more than one hundred (100) milligrams of total sulphur per cubic metre of gas,
 - c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,

- d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,
- e. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,
- f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,
- g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,
- h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of gas,
- i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
- j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas,
- k. shall not exceed forty-three degrees Celsius (43°C), and,
- I. shall not be odourized by Shipper.

3. 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. <u>Quality of Gas Received:</u> The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II.
- 5. Quality of Gas at Dawn: The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Union in this Article II, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.

6. 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. <u>Storage, Transportation, and/or Sales Unit:</u> The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.

2. Determination of Volume and Energy:

- a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas Inspection Regulations</u>, SOR 86/131 (the "Regulations"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
- b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.
- c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.
- d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

IV. POINT OF RECEIPT AND POINT OF DELIVERY

- 1. Unless otherwise specified in the Contract, the point or points of receipt for all gas to be covered thereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where Union takes possession of the gas. Whenever the phrase "receipt point" appears herein, it shall mean Point of Receipt as defined in this Article IV.
- 2. Unless otherwise specified in the Contract, the point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection as specified in the Contract, where Shipper takes possession of the gas. Whenever the phrase "delivery point" shall appear hereon, it shall mean Point of Delivery as defined in this Article IV.

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

N/A

VI. FACILITIES ON SHIPPER'S PROPERTY

N/A

VII. MEASURING EQUIPMENT

- 1. <u>Metering by Union:</u> Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 2. <u>Metering by Others</u>: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of

measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by its regulatory body.

- 3. <u>Check Measuring Equipment:</u> Shipper may install, maintain and operate, at the Custody Transfer Point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the Custody Transfer Point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
- 4. 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. <u>Calibration and Test of Measuring Equipment:</u> The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing receipts and deliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.
- 6. <u>Preservation of Metering Records:</u> Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
- 7. <u>Error in Metering or Meter Failure</u>: In the event of an error in metering or a meter failure (such error or failure being determined through check measurement by Union or any other available method), then Shipper shall enforce its rights as Shipper with the Interconnecting Pipeline(s) to remedy such error or failure including enforcing any inspection and/or verification rights and procedures.

VIII. BILLING

- 1. <u>Monthly Billing Date:</u> Union shall render bills on or before the 10th day of each month for all services furnished during the preceding month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding month's billing, an adjustment based on any difference between actual quantities and estimated quantities. If presentation of a bill to Shipper is delayed after the 10th day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
- 2. <u>Right of Examination:</u> Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.

IX. PAYMENTS

- 1. <u>Monthly Payments:</u> Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.
- 2. 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. <u>Billing Adjustments:</u> If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Union shall refund the amount of any such overcharge and interest shall accrue from and including the first day of such overcharge as paid to the date of refund and shall be calculated but not compounded at a rate per annum determined each day during the calculation period to be equal to the minimum commercial lending rate of Union's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Union renders a bill to Shipper based upon measurement estimates, the required adjustment to reflect actual measurement shall be made on the bill next following the determination of such actual measurement, without any charge of interest. In the event an error is discovered in the amount billed in any statement rendered by Union, such error shall be adjusted by Union. Such overcharge, undercharge or error shall be adjusted by Union on the bill next following its determination (where the term "bill" next following shall mean a bill rendered at least fourteen (14) days after the day of its determination), provided that claim therefore shall have been made within six (6) years from the date of the incorrect billing. In the event any refund is issued with Shipper's bill, the aforesaid date of refund shall be deemed to be the date of the issue of invoice.

X. ARBITRATION

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

XI. FORCE MAJEURE

N/A

XII. DEFAULT AND TERMINATION

N/A

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 128 of 271

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

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

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

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

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

"joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

"m3" shall mean cubic metre of gas and "103m3" shall mean 1,000 cubic metres of gas;

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

"OEB" means the Ontario Energy Board;

"pascal" "(Pa)" shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" "(kPa)" shall mean 1,000 pascals;

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

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

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

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

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

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

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

"TCPL" means TransCanada PipeLines Limited;

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

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

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

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

II. GAS QUALITY

- 1. <u>Natural Gas:</u> The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons, except methane, may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.
- 2. Freedom from objectionable matter: The gas to be delivered to Union at the Receipt Point(s) hereunder,
 - a. shall be commercially free from bacteria, sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to, or interference with, the proper operation of the lines, regulators, meters or other appliances through which it flows,
 - b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas, nor more than one hundred (100) milligrams of total sulphur per cubic metre of gas,
 - c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,
 - d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,
 - e. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,
 - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,
 - g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,
 - h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of gas,
 - shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one

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

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

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

- a. In the event that the quality of the gas does not conform or if Union, acting reasonably, suspects the quality of the gas may not conform to the specifications herein, then Shipper shall, if so directed by Union acting reasonably, forthwith carry out, at Shipper's cost, whatever field testing of the gas quality as may be required to ensure that the quality requirements set out herein are met, and to provide Union with a certified copy of such tests. If Shipper does not carry out such tests forthwith, Union may conduct such test and Shipper shall reimburse Union for all costs incurred by Union for such testing.
- b. If Shipper's gas fails at any time to conform to the requirements of this Article II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Receipt Points hereunder until such deficiency has been remedied by Shipper. Each Party agrees to notify the other verbally, followed by written notification, of any such deficiency of quality.
- c. With respect to Article II 2. h. herein, Union may accept the gas subject to Shipper's obligations under the Dehydration Contract, if applicable.
- 4. <u>Quality of Gas Received:</u> The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II.
- 5. <u>Quality of Gas at Dawn:</u> The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Union in this Article II, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.

6. 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. <u>Storage, Transportation, and/or Sales Unit:</u> The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.

2. <u>Determination of Volume and Energy:</u>

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

VI. <u>FACILITIES ON SHIPPER'S PROPERTY</u>

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

- 4. <u>Operation and Maintenance:</u> Subject to this Article VI Section 3, each party shall be fully responsible for the continued operation, maintenance, repair and replacement of its respective facilities. Both parties agree to maintain cathodic protection on their respective facilities.
- 5. <u>Inspection:</u> Each party shall inspect its facilities as required by industry standards or by the appropriate regulatory body.
- 6. 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. <u>Metering by Union:</u> Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 2. <u>Metering by Others:</u> In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by its regulatory body.
- 3. <u>Check Measuring Equipment:</u> Shipper may install, maintain and operate, at the Custody Transfer Point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the Custody Transfer Point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
- 4. <u>Rights of Parties:</u> The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
- 5. <u>Calibration and Test of Measuring Equipment:</u> The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing receipts and deliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.
- 6. <u>Preservation of Metering Records:</u> Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

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

VIII. BILLING

- 1. <u>Monthly Billing Date:</u> Union shall render bills on or before the tenth (10th) day of each month for all Services furnished during the preceding Month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding Month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the tenth (10th) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
- 2. <u>Right of Examination:</u> Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.
- 3. <u>Amendment of Statements:</u> For the purpose of completing a final determination of the actual quantities of gas handled under the Contract, Union shall have the right to amend its statements for a period equal to the time during which the Interconnecting Pipeline retains the right to amend their statements, which period shall not exceed three (3) years from the date of termination of the Contract.

IX. PAYMENTS

- 1. <u>Monthly Payments:</u> Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a Business Day, then payment must be received in Union's account on the first Business Day preceding the twentieth (20th) day of the month.
- 2. <u>Remedies for Non-payment:</u> Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
 - Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the
 minimum commercial lending rate of Union's principal banker in effect from time to time from the due date
 until the date of payment; and,
 - b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend Services until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

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

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

3. <u>Billing Adjustments:</u> If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such

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

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

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

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

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the <u>Arbitration Act</u>, 1991, or any act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

1. <u>Definition:</u> The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and

any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

- 2. <u>Notice:</u> In the event that either the Shipper or Union is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.
- 3. <u>Exclusions:</u> Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not, as soon as possible after determining, or within a period within which it should acting reasonably have determined, that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract, give to the other party the notice required hereunder.
- 4. <u>Notice of Remedy:</u> The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.
- 5. <u>Obligation to Perform:</u> An event of force majeure on Union's system will excuse the failure to deliver gas by Union or the failure to accept gas by Union hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.
- 6. <u>Upstream or Downstream Force Majeure:</u> An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.
- 7. <u>Delay of Firm Transportation Services:</u> Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the Day or Days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such Day or Days as are agreed to by Shipper and Union. If Union accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.
- 8. <u>Demand Charge Relief for Firm Transportation Services:</u> Despite Article XI herein, if on any Day Union fails to accept gas from Shipper by reason of an event of force majeure on Union's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the firm contract demand for the Contract, then for that Day the Monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Union during such Day and the quantity of gas which Shipper in good faith nominated on such Day. The term "Daily Demand Rate" shall mean the Monthly demand charge or equivalent pursuant to the C1 Rate Schedule divided by the number of days in the month for which such rate is being calculated.
- 9. <u>Unforeseen Reduction:</u> In addition to the definition of force majeure in Article XI, Section 1 herein, for the purposes of the Contract, it shall also include the unforeseen reduction in natural gas usage and/or capacity of the local transmission system as described in Schedule 1 of the Contract, regardless of the duration of such unforeseen reduction, or any other cause, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party claiming relief hereunder and which, by the exercise of due diligence, such party is unable to prevent or overcome.

XII. DEFAULT AND TERMINATION

In case of the breach or non-observance or non-performance on the part of either party hereto of any covenant, proviso, condition, restriction or stipulation contained in the Contract (but not including herein failure to take or make

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

XIII. 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. <u>SERVICE CURTAILMENT</u>

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

- 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. <u>Shipper's Facilities:</u> Shipper shall complete and maintain a plan which depicts all of Shipper's production storage facilities including all emergency shut off valves and emergency equipment and provide a copy to Union upon Union's request. Shipper shall provide to Union the names and telephone numbers of those persons whom Union may contact in the event of an emergency situation arising within the Shipper's facilities.

XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

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

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

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

XX. MISCELLANEOUS PROVISIONS

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

XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

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

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

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ENBRIDGE GAS INC. UNION SOUTH TRANSPORTATION RATES

(A) Applicability

The charges under this rate schedule shall be applicable to a distributor in Union South who is located east of Dawn and who enters into a contract with Enbridge for the transportation of gas for distribution to its customers. Transportation Services under this rate schedule is transportation on Enbridge's pipeline facilities from any Applicable Receipt Point to the distributor's delivery area.

Applicable Receipt Points

Dawn* Kirkwall

Parkway (TCPL)

(B) 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.

1. Monthly Charge

A Monthly Charge shall be applied to each distributor and is applicable to such distributor's delivery area. Should a new delivery area be served under this rate schedule, a distributor specific charge would be established at that time.

Monthly Charge

South Bruce \$ 2,135.35

2. Firm Transportation

	Monthly Demand	Fuel and Commodity Charges					
	Charge(s) (applied to daily contract demand) Rate/GJ			Shipper Supplied Fuel			
				Fuel Ratio		Commodity	
		Apr.1-Oct.31	Nov.1-Mar.31	Apr.1-Oct.31 Nov.1-Ma		1	<u>Charge</u>
		Rate/GJ	Rate/GJ	<u>%</u>	<u>%</u>	<u>AND</u>	Rate/GJ
Dawn to Delivery Area	\$4.734	\$0.029	\$0.070	0.349%	0.835%		
Kirkwall to Delivery Area or Dawn	\$2.904	\$0.014	\$0.014	0.173%	0.173%		
Parkway (TCPL) to Delivery Area or Dawn	\$2.904	\$0.027	\$0.014	0.327%	0.173%		
Facility Carbon Charge (applied to all quanities transported)		\$0.004	\$0.004				\$0.004

3. Authorized Overrun

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

	Fuel and Commodity Charges						
	Utility Supplied Fuel		Shipper Supplied Fuel				
	Fuel and Commodity Charge		Fuel Ratio			Commodity	
	Apr.1-Oct.31	Nov.1-Mar.31	Apr.1-Oct.31	Nov.1-Mar.31		<u>Charge</u>	
	Rate/GJ	Rate/GJ	<u>%</u>	<u>%</u>	<u>AND</u>	Rate/GJ	
Dawn to Delivery Area	\$0.242	\$0.282	1.028%	1.513%		\$0.156	
Kirkwall to Delivery Area or Dawn	\$0.167	\$0.167	0.851%	0.851%		\$0.095	
Parkway (TCPL) to Delivery Area or Dawn	\$0.180	\$0.167	1.005%	0.851%		\$0.095	
Facility Carbon Charge (applied to all quanities transported)	\$0.004	\$0.004				\$0.004	

^{*} Dawn as a receipt point: Dawn (TCPL), Dawn (Facilities) and Dawn (Vector).

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4. Nomination Variances

Nomination variances shall be handled in accordance with the applicable Limited Balancing Agreement.

(C) Terms of Service

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

(D) Nominations

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

(E) Receipt and Delivery Points and Pressures

Receipt and Delivery Points and Pressures under this rate schedule shall be in accordance with the attached Schedule "C".

Effective January 1, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Supersedes EB-2022-0219 Rate Schedule effective October 1, 2022.

RATE M17 GENERAL TERMS & CONDITIONS

I. DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the associated M17 Transportation Agreement or M17 Rate Schedule, as applicable, and 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 exceeds its Contract Demand; provided such exceedance is not incurred during a period of interruption;
- "Available Capacity" shall mean at any time, Enbridge's remaining available capacity to provide Transportation Services;
- "Average Heat Value" means the average forecasted heating value of all gas to be received by Enbridge for the applicable Delivery Area for the applicable period.
- "Business Day" shall mean any day, other than Saturday, Sunday or any days on which national banks in the Province of Ontario are authorized to close;
- "Contract" shall refer to the Contract to which these General Terms & Conditions shall apply, and into which they are incorporated;
- "Contract Year" shall mean a period of three hundred and sixty-five (365) consecutive days; provided however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days, commencing on November 1 of each year; except for the first Contract Year which shall commence on the Commencement Date and end on the first October 31 that follows such date;
- "cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;
- "cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
- "Day" shall mean a period of twenty-four (24) consecutive hours beginning at 10:00 a.m. Eastern Clock Time. The reference date for any Day shall be the calendar date upon which the twenty-four (24) hour period shall commence;
- "delivery" shall mean any gas that is delivered by Enbridge into Shipper's possession, or to the possession of Shipper's agent;
- "Delivery Area" shall mean the area in which the applicable Shipper Delivery Point(s) is/are located;
- "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 Enbridge in order to provide Transportation Services:
- "firm" shall mean service not subject to curtailment or interruption except under Articles XI, XII and XVIII herein;
- "Firm Hourly Quantity" means the maximum quantity of gas that may flow during any hourly period;
- "gas" shall mean gas as defined in the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Sch. B, as amended, supplemented or re-enacted from time to time:

"gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

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

"Interconnect Operating Agreement" shall mean the interconnect operating agreement between Shipper and Enbridge required to facilitate the Transportation Services;

"Interconnecting Pipeline" shall mean a transportation pipeline that directly connects to the Enbridge pipeline system; provided however, that an interconnection to Enbridge's pipeline system for the purposes of receiving Transportation Services shall not classify Shipper as having an Interconnecting Pipeline.

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

"interruptible service" or "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;

"Limited Balancing Agreement" shall mean the limited balancing agreement between Shipper and Enbridge required to facilitate the Transportation Services;

"m³" shall mean cubic metre of gas and "10³m³" shall mean 1,000 cubic metres of gas;

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

"NAESB" shall mean North American Energy Standards Board;

"OEB" means the Ontario Energy Board;

"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 Enbridge's possession, or the possession of Enbridge'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;

"Unauthorized Overrun" shall mean any amount in excess of the Contract Demand consumed during a period of interruption;

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

II. GAS QUALITY

- Natural Gas: The minimum gross heating value of the gas delivered to/by Enbridge hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Enbridge hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Enbridge may be a commingled supply from Shipper's gas sources of supply. The gas to be delivered by Enbridge may be a commingled supply from Enbridge'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, Enbridge 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 Enbridge 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) mole percent of carbon dioxide in the gas,
 - e. shall not contain more than zero point four (0.4) mole percent of oxygen in the gas,
 - f. shall not contain more than zero point five (0.5) mole percent of carbon monoxide in the gas,
 - g. shall not contain more than four point zero (4.0) mole percent of hydrogen in the gas,
 - h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of gas,
 - i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - j. shall have Wobbe Number from forty seven point five (47.5) megajoules per cubic metre of gas to fifty one point fourty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.
- 3. <u>Non-conforming Gas:</u> In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.
- 4. <u>Quality of Gas Received:</u> The quality of the gas to be received by Enbridge hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Enbridge in this Article II, but, Enbridge 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 herein.

III. MEASUREMENTS

1. <u>Transportation, and/or Unit:</u> The unit of the gas delivered to Enbridge shall be a gigajoule. The unit of gas transported by Enbridge shall be a gigajoule. The unit of gas delivered by Enbridge shall be a gigajoule or a cubic metre (m³) or one thousand cubic metres (10³m³), at Enbridge's discretion.

2. Determination of Volume and Energy:

- a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas Inspection Regulations</u>, SOR 86/131 (the "Regulations"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
- b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Enbridge's discretion, all as amended from time to time.
- c. The volume and/or energy of the gas delivered to/by Enbridge hereunder shall be determined by the measurement equipment designated in Article VII herein.
- d. Upon request by Enbridge, Shipper shall obtain measurement of the total quantity of gas received by Enbridge hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Enbridge and the Interconnecting Pipeline.
- e. Where there is no site specific energy measurement, Enbridge's Average heat Value will be used to convert volumes to energy.

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 as per Schedule "C".

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

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

VI. FACILITIES ON SHIPPER'S PROPERTY

- 1. <u>Construction and Maintenance:</u> Enbridge 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 delivered under the Contract. Shipper will grant to Enbridge a lease and/or rights-of-way over property of Shipper as required by Enbridge to install such facilities and to connect same to Enbridge's pipeline.
- 2. <u>Entry:</u> Enbridge, its servants, agents and each of them may at any reasonable time on notice (except in cases of emergency) to Shipper or his duly authorized representative enter Shipper's property for the purpose of constructing, maintaining, removing, operating and/or repairing station equipment.

3. <u>Property:</u> The said station and equipment will be and remain the property of Enbridge notwithstanding it is constructed on and attached to the realty of Shipper, and Enbridge may remove it upon termination of the Contract and will do so if so requested by Shipper.

VII. MEASURING EQUIPMENT

- 1. <u>Metering by Enbridge</u>: Enbridge will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 2. <u>Metering by Others:</u> In the event that all or any gas delivered to/by Enbridge hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Enbridge and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Enbridge on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Enbridge hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by its regulatory body.
- 3. <u>Check Measuring Equipment:</u> Shipper may install, maintain and operate, at the Delivery Point such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Enbridge'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 Enbridge's metering facilities.
- 4. <u>Rights of Parties:</u> The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Enbridge 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 by Enbridge 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 its owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
- 5. <u>Calibration and Test of Measuring Equipment:</u> The accuracy of Enbridge's measuring equipment shall be verified by Enbridge at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Enbridge shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing receipts and deliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.
- 6. <u>Preservation of Metering Records:</u> Enbridge and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.

7. <u>Error in Metering or Meter Failure at Delivery Point</u>

In the event Enbridge's meter is out of service, or registered inaccurately, the volume or quantity of gas shall be determined by Enbridge as follows:

- a. by using the registration of any check meter or meter, if installed and accurately registering; or, in the absence of a. then;
- b. by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or in the absence of both a. and b., then;

c. by estimating the quantity of gas delivered during periods under similar conditions when the meter was registering accurately.

VIII. BILLING

- 1. <u>Monthly Billing Date:</u> Enbridge shall render bills on or before the tenth (10th) day of each month for all Transportation Services furnished during the preceding Month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Enbridge shall provide, in a succeeding Month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the tenth (10th) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
- 2. <u>Right of Examination:</u> Both Enbridge and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.
- 3. <u>Amendment of Statements:</u> For the purpose of completing a final determination of the actual quantities of gas handled in any of the Transportation Services to Shipper, the parties shall have the right to amend their statement for a period equal to the time during which the Interconnecting Pipeline retains the right to amend its statements, which period shall not exceed three (3) years from the date of termination of the Contract.

IX. PAYMENTS

- 1. <u>Monthly Payments:</u> Shipper shall pay the invoiced amount directly into Enbridge's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a Business Day, then payment must be received in Enbridge's account on the first Business Day preceding the twentieth (20th) day of the month.
- 2. <u>Remedies for Non-payment:</u> Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
 - a. Shipper shall pay to Enbridge interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Enbridge'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, Enbridge, 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 Enbridge such amounts as it concedes to be correct. At any time thereafter, within twenty (20) days of a demand made by Enbridge, Shipper shall furnish financial assurances satisfactory to Enbridge, guaranteeing payment to Enbridge 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. Enbridge 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 Enbridge hereunder.

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

3. <u>Billing Adjustments:</u> If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such overcharge or undercharge, Enbridge 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 Enbridge's principal banker, and the Shipper shall pay the amount of any such undercharge, but without interest. In the event Enbridge 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 Enbridge, such error shall be adjusted by Enbridge. Such overcharge, undercharge or error shall be adjusted by Enbridge 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. <u>Taxes:</u> In addition to the charges and rates as per the applicable rate schedules and price schedules, Shipper shall pay all Taxes which are imposed currently or subsequent to the execution of the Contract by any legal authority having jurisdiction and any amount in lieu of such Taxes paid or payable by Enbridge.
- 5. <u>Set Off:</u> If Shipper shall, at any time, be in arrears under any of its payment obligations to Enbridge under the Contract, then Enbridge shall be entitled to reduce the amount payable by it to Shipper under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to Enbridge. In addition to the foregoing remedy, Enbridge may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas in Enbridge's possession, which shall be deemed to have been assigned to Enbridge, to reduce such arrears or other indebtedness to Enbridge. Such gas shall be valued at the Day price for gas at Dawn as listed in Canadian Gas Price Reporter (or equivalent) for the Day of set off.

X. ARBITRATION

If and when any dispute, difference or question shall arise between the parties hereto touching the Contract or anything herein contained, or the construction hereof, or the rights, duties or liabilities of the parties in relation to any matter hereunder, the matter in dispute shall be submitted and referred to arbitration within ten (10) days after written request of either party. Upon such request each party shall appoint an arbitrator, and the two so appointed shall appoint a third. A majority decision of the arbitrators shall be final and binding upon both parties. In all other respects the provisions of the <u>Arbitration Act, 1991</u>, or any act passed in amendment thereof or substitution therefore, shall apply to each such submission. Operations under the Contract shall continue, without prejudice, during any such arbitration and the costs attributable to such arbitration shall be shared equally by the parties hereto.

XI. FORCE MAJEURE

- 1. <u>Definition:</u> The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.
- 2. <u>Notice:</u> In the event that either the Shipper or Enbridge is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.
- 3. <u>Exclusions:</u> Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not, as soon as possible after determining, or within a period within which

it should acting reasonably have determined, that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract, give to the other party the notice required hereunder.

- 4. <u>Notice of Remedy:</u> The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.
- 5. <u>Obligation to Perform:</u> An event of force majeure on Enbridge's system will excuse the failure to deliver gas by Enbridge or the failure to accept gas by Enbridge hereunder, and both parties shall be excused from performance of their obligations hereunder, except for payment obligations, to the extent of and for the duration of the force majeure.
- 6. <u>Upstream or Downstream Force Majeure:</u> An event of force majeure upstream or downstream of Enbridge's system shall not relieve Shipper of any payment obligations.
- 7. <u>Delay of Firm Transportation Services:</u> Despite Article XI herein, if Enbridge is prevented, by reason of an event of force majeure on Enbridge's system from delivering gas on the Day or Days upon which Enbridge has accepted gas from Shipper, Enbridge 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 Enbridge. If Enbridge accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.
- 8. <u>Demand Charge Relief for Firm Transportation Services:</u> Despite Article XI herein, if on any Day Enbridge fails to accept gas from Shipper by reason of an event of force majeure on Enbridge'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 Enbridge 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 M17 Rate Schedule divided by the number of days in the month for which such rate is being calculated.
- 9. Proration of Firm Transportation Services: If, due to the occurrence of an event of force majeure as outlined above, the capacity for gas deliveries by Enbridge is impaired, it will be necessary for Enbridge to curtail Shipper's gas receipts to Enbridge 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 Enbridge to in-franchise customers and ex-franchise shippers.

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

In case of the breach or non-observance or non-performance on the part of either party hereto of any covenant, proviso, condition, restriction or stipulation contained in the Contract (but not including herein failure to take or make delivery in whole or in part of the gas delivered to/by Enbridge 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 Enbridge 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 Enbridge.

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 Enbridge 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. intentionally blank

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: Enbridge 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 Enbridge 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. Enbridge shall provide Shipper such notice of such curtailment as is reasonable under the circumstances. If due to any cause whatsoever Enbridge is unable to receive or deliver the quantities of Gas which Shipper has requested, then Enbridge shall order curtailment by all Shippers affected and to the extent necessary to remove the effect of the disability. Enbridge has a priority of service policy to determine the order of service curtailment. In order to place services on the priority of service list, Enbridge 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 Enbridge's storage, transmission and distribution system as applied to both infranchise and ex-franchise services are as follows; with number 1 having the highest priority and the last interrupted.

- 1. Firm In-franchise Transportation and Distribution services and firm Ex-franchise services (Note 1)
- 2. In-franchise Interruptible Distribution services
- 3. C1/M12 IT Transport and IT Exchanges with Take or Pay rates
- 4. Balancing (Hub Activity) < = 100 GJ/d; Balancing (Direct Purchase) < = 500 GJ/d; In-franchise distribution authorized overrun (Note 3)
- 5. C1/M12 IT Transport and IT Exchanges at premium rates
- 6. C1/M12/M17 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/M17 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.
- Higher value or more reliable IT is contemplated in the service and contract, when purchase at market competitive prices.
- 3. Captures the majority of customers that use Direct Purchase balancing transactions.
- 4. Captures the majority of customers that use overrun.
- 2. <u>Capacity Procedures:</u> Enbridge reserves the right to change its procedures for sharing interruptible capacity and will provide Shipper with two (2) months prior notice of any such change.
- 3. <u>Maintenance</u>: Enbridge's facilities from time to time may require maintenance or construction. If such maintenance or construction is required, and in Enbridge's sole opinion, acting reasonably, such maintenance or construction may impact Enbridge's ability to meet Shipper's requirements, Enbridge shall provide at least ten (10) days' notice to Shipper, except in the case of an emergency. In the event the maintenance impacts Enbridge's ability to meet Shipper's requirements, Enbridge shall not be liable for any damages and shall not be deemed in breach of the Contract. To the extent that Enbridge'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.

Enbridge 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. Enbridge will endeavour to schedule and complete the maintenance and construction, which would normally be expected to impact on Enbridge's ability to meet Shipper's requirements, during the period from April 1 through to November 1.

XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

- 1. <u>Shipper's Warranty:</u> Shipper warrants that it will, if required, maintain, or have maintained on its behalf, all external approvals including the governmental, regulatory, import/export permits and other approvals or authorizations that are required from any federal, state or provincial authorities for the gas quantities to be handled under the Contract. Shipper further warrants that it shall maintain in effect the Facilitating Agreement, Interconnect Operating Agreement and Limited Balancing Agreement.
- 2. <u>Financial Representations:</u> Shipper represents and warrants that the financial assurances (including the Initial Financial Assurances and Security) (if any) shall remain in place throughout the term hereof, unless Shipper and Enbridge agree otherwise. Shipper shall notify Enbridge in the event of any change to the financial assurances throughout the term hereof. Should Enbridge 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 Enbridge 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 Enbridge from time to time,

then Shipper shall within fourteen (14) days of receipt of written notice by Enbridge, obtain and provide to Enbridge a letter of credit or other security in the form and amount reasonably required by Enbridge (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 Enbridge such Security within such fourteen (14) day period, Enbridge 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 Enbridge and to the extent that the Material Event has been mitigated or eliminated, Enbridge shall return all or a portion of the Security to Shipper within fourteen (14) Business Days after receipt of the request.

XX. <u>MISCELLANEOUS PROVISIONS</u>

- 1. 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 Enbridge and release of obligations by Enbridge 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 Enbridge, 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 a Facilitating Agreement. Notwithstanding such assignment, Shipper shall remain obligated to Enbridge 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 Enbridge that Shipper shall have good and marketable title to, or legal authority to deliver to Enbridge, all gas delivered to Enbridge hereunder. Furthermore, Shipper hereby agrees to indemnify and save Enbridge 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.
- 4. Limited Balancing Agreement and Interconnect Operating Agreement: Shipper shall be required to have a Limited Balancing Agreement and Interconnect Operating Agreement with Enbridge to enable the provision of Transportation Services, such agreement to expire no earlier than the day the Contract expires.

XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

This Article XXI is only applicable if Enbridge and Shipper have <u>not</u> entered into a precedent agreement related to the Transportation Services.

- 1. <u>Enbridge Conditions:</u> The obligations of Enbridge to provide Transportation Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Enbridge and which may be waived or extended in whole or in part in the manner provided in the Contract:
 - a. Enbridge shall have obtained, in form and substance satisfactory to Enbridge, 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;
 - b. Enbridge shall have obtained all internal approvals that are necessary or appropriate to provide the transportation Services:
 - Enbridge 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 Enbridge; and,

- d. Shipper and Enbridge shall have entered into the Interruptible Service HUB Contract or equivalent (the "Facilitating Agreement"), a Limited Balancing Agreement and an Interconnect Operating Agreement.
- 2. <u>Shipper Conditions:</u> The obligations of Shipper hereunder are subject to the following conditions precedent, which are for the sole benefit of Shipper and which may be waived or extended in whole or in part in the manner provided in the Contract:
 - a. Shipper shall, as required, have entered into the necessary contracts with Enbridge 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, Interconnect Operating Agreement and Limited Balancing Agreement; and shall, as required, have entered into the necessary contracts to purchase the gas quantities handled under the Contract;
 - 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,
 - Shipper shall have obtained all internal approvals that are necessary or appropriate for the Shipper to execute the Contract.
- 3. <u>Satisfaction of Conditions</u>: Enbridge 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.

RATE M17 NOMINATIONS

- 1. For Transportation Services required on any Day under the Contract, Shipper shall provide Enbridge 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 Enbridge determines to be necessary (a "Nomination").
- 2. All Nominations shall be submitted by electronic means via *Unionline*. Enbridge, 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 Enbridge in accordance with timelines established by Enbridge, which reflect the NAESB standard nomination cycles. Enbridge 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 Enbridge. The nomination cycle timelines are posted on Enbridge's website and the nomination deadlines are provided in *Unionline*.
- 3. Enbridge 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 Enbridge determines that it will not schedule such Nomination, Enbridge 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 Enbridge, 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 Enbridge which shall be no greater than the Quantity Available. If such Revised Nomination is not provided within the time allowed as required above or such Revised Nomination is greater than the Quantities Available, then the Revised Nomination shall be deemed to be the Quantity Available, then such lesser amount shall be the Revised Nomination.
- 4. 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.
- 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 within the term of the Transportation Agreement.
- 6. Nominations received after the nomination deadline shall, if accepted by Enbridge, be scheduled after Nominations received before the nomination deadline.
- 7. All Transportation Services are required to be nominated in whole Gigajoules (GJ).
- 8. To the extent Enbridge is unable to complete a Nomination confirmation due to inaccurate, untimely or incomplete data involving an Interconnecting Pipeline entity, Enbridge 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 Enbridge determines that the Nomination is invalid at which time the Enbridge shall reject the Nomination.
- 9. 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, Enbridge shall use reasonable efforts to take receipt of gas on any Day at an hourly rate of flow up to one twentieth (1/20th) of the quantity received for that Day. Enbridge shall have the right to limit Transportation Services when on any Day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth (1/20th) of the quantity handled for that Day, for each applicable Transportation Service.
- 10. The parties hereto recognize that with respect to Transportation Services, on any day, receipts of gas by Enbridge and deliveries of gas by Enbridge 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 Limited Balancing Agreement and shall be subject to the respective terms and charges contained therein, and shall be resolved in a timely manner.

11. 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 Enbridge shall only accept nominations from the agent. Any such designation, if acceptable to Enbridge, shall be effective following the receipt and processing of the written notice and will remain in effect until revoked in writing by Shipper.

RATE M17 RECEIPT AND DELIVERY POINTS AND PRESSURES

1. Receipt Points

The following defines each Receipt Point:

DAWN (FACILITIES): Enbridge'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.

<u>DAWN (TCPL):</u> At the junction of Enbridge's and TCPL's facilities, at or adjacent to Dawn (Facilities).

<u>DAWN (VECTOR):</u> At the junction of Enbridge's and Vector Pipeline Limited Partnership's ("Vector")

facilities, at or adjacent to Dawn (Facilities)

PARKWAY (TCPL): At the junction of Enbridge's and TCPL's facilities, at or adjacent to Enbridge'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)

KIRKWALL: At the junction of Enbridge's and TCPL's facilities at or adjacent to Enbridge's facilities

situated in Part Lot Twenty-Five (25), Concession 7, Town of Flamborough.

2. Delivery Points:

Delivery Points will be as set out in Schedule 1 of the Contract.

3. Receipt and Delivery Pressures:

- (a) All gas tendered by or on behalf of Shipper to Enbridge shall be tendered at the Receipt Point at Enbridge's prevailing pressure at that Receipt Point, or at such pressure as per operating agreements between Enbridge and the applicable Interconnecting Pipeline, as amended or restated from time to time.
- (b) All gas tendered by or on behalf of Enbridge to Shipper shall be tendered at the Delivery Point at such pressure as per the Interconnect Agreement between Enbridge and Shipper, as amended or restated from time to time.
- (c) Under no circumstances shall Enbridge be obligated to receive gas hereunder at pressures exceeding the maximum allowable operating pressures prescribed under any applicable governmental regulations; nor shall Enbridge be required to make any physical deliveries or to accept any physical receipts which its existing facilities cannot accommodate.

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ENBRIDGE GAS INC. UNION SOUTH CROSS FRANCHISE TRANSPORTATION RATES

(A) Applicability

To a Shipper who enters into a Contract with Union for delivery by Shipper of gas to Union at one of Union's points listed below for redelivery by Union to Shipper at one of Union's points.

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

^{*}Dawn as a receipt point: Dawn (TCPL), Dawn (Facilities), Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE).

(B) Services

Transportation Service under this rate schedule is transportation on Union's pipeline facilities between any two Points as specified in Section (A), column 1.

(C) Rates

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

Transportation Service (1):

		Monthly Demand	Fuel and Commodity Charges						
		<u>Charges</u>	Union Supplied Fuel		Shipper Supplied Fuel				
		(applied to daily	Fuel and Commodity Charge		Fuel Ratio			Commodity	
		contract demand)	Apr.1-Oct.31	Nov.1-Mar.31	Apr.1-Oct.31	Nov.1-Mar.31		<u>Charge</u>	
		Rate/GJ	Rate/GJ	Rate/GJ	<u>%</u>	<u>%</u>	<u>and</u>	Rate/GJ	
a)	Firm Transportation								
	Between:								
	St.Clair & Dawn	\$2.326	\$0.019	\$0.024	0.227%	0.292%			
	Ojibway & Dawn	\$2.326	\$0.041	\$0.028	0.492%	0.334%			
	Bluewater & Dawn	\$2.326	\$0.019	\$0.024	0.227%	0.292%			
	From:								
	Parkway to Kirkwall	\$0.888	\$0.027	\$0.014	0.327%	0.173%			
	Parkway to Dawn	\$0.888	\$0.027	\$0.014	0.327%	0.173%			
	Kirkwall to Dawn	\$1.567	\$0.014	\$0.014	0.173%	0.173%			
	Dawn to Kirkwall	\$3.190	\$0.029	\$0.070	0.349%	0.835%			
	Dawn to Parkway	\$3.760	\$0.053	\$0.095	0.636%	1.137%			
	Kirkwall to Parkway	\$0.570	\$0.038	\$0.040	0.459%	0.475%			
b)	Firm Transportation between two points within Dawn								
	Dawn to Dawn-Vector	\$0.032	n/a	n/a	0.373%	0.173%			
	Dawn to Dawn-TCPL	\$0.152	n/a	n/a	0.173%	0.386%			
c)	Interruptible Transportation between two points	nts within Dawn*							
•	*includes Dawn (TCPL), Dawn Facilities, Dawn (Tecumseh), Dawn (Vector) and Dawn (TSLE)			0.173%	0.173%				
d)	Carbon Charge (applied to all quantities trans	sported)							
,	Facility Carbon Charge	.,,	\$0.004	\$0.004				\$0.004	
e)	Interruptible and Short Term (1 year or less)	Firm Transportation:	\$75.00						

^{*}Dawn as a delivery point: Dawn (Facilities).

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Authorized Overrun:

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

		Union Supplied Fuel Fuel and Commodity Charge		Shipper Supplied Fuel			
							Commodity
		Apr.1-Oct.31	Nov.1-Mar.31	Apr.1-Oct.31	Nov.1-Mar.31		<u>Charge</u>
		Rate/GJ	Rate/GJ	<u>%</u>	<u>%</u>	<u>AND</u>	Rate/GJ
a)	Firm Transportation						
	Between:						
	St.Clair & Dawn	\$0.095	\$0.101	0.227%	0.292%		\$0.076
	Ojibway & Dawn	\$0.118	\$0.104	0.492%	0.334%		\$0.076
	Bluewater & Dawn	\$0.095	\$0.101	0.227%	0.292%		\$0.076
	From:						
	Parkway to Kirkwall	\$0.208	\$0.195	1.005%	0.851%		\$0.124
	Parkway to Dawn	\$0.208	\$0.195	1.005%	0.851%		\$0.124
	Kirkwall to Dawn	\$0.123	\$0.123	0.851%	0.851%		\$0.052
	Dawn to Kirkwall	\$0.191	\$0.231	1.028%	1.513%		\$0.105
	Dawn to Parkway	\$0.234	\$0.275	1.314%	1.815%		\$0.124
	Kirkwall to Parkway	\$0.114	\$0.115	1.138%	1.153%		\$0.019
b)	Firm Transportation between two points within Dawn						
	Dawn to Dawn-Vector	n/a	n/a	0.373%	0.173%		\$0.001
	Dawn to Dawn-TCPL	n/a	n/a	0.173%	0.386%		\$0.005
c)	Carbon Charge (applied to all quantities transported)						
	Facility Carbon Charge	\$0.004	\$0.004				\$0.004

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 \$0.077/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, 2023 Implemented January 1, 2023

O.E.B. Order # EB-2022-0133

Supersedes EB-2022-0219 Rate Schedule effective October 1, 2022.

UNION SOUTH - RATE C1 GENERAL TERMS & CONDITIONS

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

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

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

- 18. "TCPL" means TransCanada PipeLines Limited;
- 19. "cricondentherm hydrocarbon dewpoint" shall mean the highest hydrocarbon dewpoint temperature on the phase envelope;
- 20. "hydrocarbon dewpoint" shall mean temperature at a specific pressure where hydrocarbon vapour condensation begins;
- 21. "specific gravity" shall mean density of the gas divided by density of air, with both at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;
- 22. "Wobbe Number" shall mean gross heating value of the gas divided by the square root of its specific gravity;
- 23. "Union" shall mean Enbridge Gas Inc. operating as Union Gas.

II. GAS QUALITY

- 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 cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.

- 3. <u>Non-conforming Gas:</u> In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.
- 4. <u>Quality of Gas Received</u>: The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will also accept gas of a quality as set out in any other Interconnecting Pipeline's general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in Union's C1 Rate Schedule.

III. MEASUREMENTS

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

2. <u>Determination of Volume and Energy:</u>

- a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas Inspection Regulations</u>, SOR 86/131 (the "Regulations"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
- b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.
- c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.
- d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

IV. RECEIPT POINT AND DELIVERY POINT

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

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

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VI. FACILITIES ON SHIPPER'S PROPERTY

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

- 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. <u>Entry:</u> Union, its servants, agents and each of them may at any reasonable time on notice (except in cases of emergency) to Shipper or his duly authorized representative enter Shipper's property for the purpose of constructing, maintaining, removing, operating and/or repairing station equipment.
- 3. <u>Property:</u> The said station and equipment will be and remain the property of Union notwithstanding it is constructed on and attached to the realty of Shipper, and Union may at its own expense remove it upon termination of the Contract and will do so if so requested by Shipper.

VII. MEASURING EQUIPMENT

- 1. <u>Metering by Union:</u> Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 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. <u>Check Measuring Equipment:</u> Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
- 4. <u>Rights of Parties:</u> The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
- 5. <u>Calibration and Test of Measuring Equipment:</u> The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing receipts and deliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.

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

VIII. BILLING

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

IX. PAYMENTS

- 1. <u>Monthly Payments</u>: Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.
- 2. <u>Remedies for Non-payment:</u> Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
 - a. Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment.
 - b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend service(s) until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

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

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

3. <u>Billing Adjustments:</u> If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions of the Contract and Shipper shall have actually paid the bills containing such

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

X. ARBITRATION

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

XI. FORCE MAJEURE

- 1. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or any other industrial disturbance, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, freezing of wells or lines of pipe, inability to obtain materials, supplies, permits or labour, any laws, orders, rules, regulations, acts or restraints of any governmental body or authority (civil or military), any act or omission that is excused by any event or occurrence of the character herein defined as constituting force majeure, any act or omission by parties not controlled by the party having the difficulty and any other similar cases not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.
- 2. In the event that either the Shipper or Union is rendered unable, in whole or in part, by force majeure, to perform or comply with any obligation or condition of the Contract, such party shall give notice and full particulars of such force majeure in writing delivered by hand, fax or other direct written electronic means to the other party as soon as possible after the occurrence of the cause relied on and subject to the provision of this Article.
- 3. Neither party shall be entitled to the benefit of the provisions of force majeure hereunder if any or all of the following circumstances prevail: the failure resulting in a condition of force majeure was caused by the negligence of the party claiming suspension; the failure was caused by the party claiming suspension where such party failed to remedy the condition by making all reasonable efforts (short of litigation, if such remedy would require litigation); the party claiming suspension failed to resume the performance of such condition obligations with reasonable dispatch; the failure was caused by lack of funds; the party claiming suspension did not, as soon as possible after determining, or within a period within which it should acting reasonably have determined, that the occurrence was in the nature of force majeure and would affect its ability to observe or perform any of its conditions or obligations under the Contract, give to the other party the notice required hereunder.
- 4. The party claiming suspension shall likewise give notice as soon as possible after the force majeure condition is remedied, to the extent that the same has been remedied, and that such party has resumed or is then in a position to resume the performance of the obligations and conditions of the Contract.

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

XII. DEFAULT AND TERMINATION

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

XIII. MODIFICATION

Subject to Union's C1 Rate Schedule, Schedule A, Article XV and the ability of Union to amend the C1 Rate Schedule with the approval of the OEB, no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union.

XIV. NON-WAIVER AND FUTURE DEFAULT

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XV. LAWS, REGULATIONS AND ORDERS

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

UNION SOUTH - RATE C1 GENERAL TERMS & CONDITIONS

I. DEFINITIONS

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

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

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

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

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

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

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

"cubic metre" shall mean the volume of gas which occupies one cubic metre when such gas is at a temperature of 15 degrees Celsius, and at a pressure of 101.325 kilopascals absolute;

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

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

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

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

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

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

"gross heating value" shall mean the total heat expressed in megajoules per cubic metre (MJ/m³) produced by the complete combustion at constant pressure of one (1) cubic metre of gas with air, with the gas free of water vapour and the temperature of the gas, air and products of combustion at standard temperature and all water formed by the combustion reaction condensed to the liquid state;

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

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

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

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

"joule" (J) shall mean the work done when the point of application of a force of one (1) newton is displaced a distance of one (1) metre in the direction of the force. The term "megajoule" (MJ) shall mean 1,000,000 joules. The term "gigajoule" (GJ) shall mean 1,000,000,000 joules;

"Limited Firm" shall mean gas service subject to interruption or curtailment on a limited number of Days as specified in the Contract;

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

"m3" shall mean cubic metre of gas and "103m3" shall mean 1,000 cubic metres of gas;

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

"NAESB" shall mean North American Energy Standards Board;

"OEB" means the Ontario Energy Board;

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

"pascal" "(Pa)" shall mean the pressure produced when a force of one (1) newton is applied to an area of one (1) square metre. The term "kilopascal" "(kPa)" shall mean 1,000 pascals;

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

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

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

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

"TCPL" means TransCanada PipeLines Limited;

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

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

II. GAS QUALITY

1. <u>Natural Gas:</u> The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons, except methane, may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to

compression, dehydration, cooling, cleaning and other processes.

- 2. <u>Freedom from objectionable matter:</u> The gas to be delivered to/by Union hereunder,
 - a. shall be commercially free from bacteria, sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to, or interference with, the proper operation of the lines, regulators, meters or other appliances through which it flows,
 - b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas, nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas,
 - c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,
 - d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,
 - e. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,
 - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,
 - g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,
 - h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of gas,
 - i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
 - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.
- 3. <u>Non-conforming Gas:</u> In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.
- 4. <u>Quality of Gas Received:</u> The quality of the gas to be received by Union hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II, but, Union will also accept gas of a quality as set out in any other Interconnecting Pipeline's general terms and conditions, provided that all Interconnecting Pipelines accept such quality of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in Union's C1 Rate Schedule.

III. MEASUREMENTS

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

2. Determination of Volume and Energy:

- a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas Inspection Regulations</u>, SOR 86/131 (the "Regulations"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
- b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas

Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.

- c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.
- d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

IV. RECEIPT POINT AND DELIVERY POINT

1. Unless otherwise specified in the Contract, the point or points of receipt and point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where possession of the gas changes from one party to the other, and as per Schedule "C 2010".

V. POSSESSION OF AND RESPONSIBILITY FOR GAS

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

VI. FACILITIES ON SHIPPER'S PROPERTY

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

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

VII. MEASURING EQUIPMENT

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

- 2. <u>Metering by Others:</u> In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by its regulatory body.
- 3. <u>Check Measuring Equipment:</u> Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
- 4. 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. <u>Calibration and Test of Measuring Equipment:</u> The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%), previous recordings of such equipment shall be considered accurate in computing receipts and deliveries of gas, but such equipment shall be adjusted at once to record as near to absolute accuracy as possible. If the test conducted shows a percentage of inaccuracy greater than two percent (2%), the financial adjustment, if any, shall be calculated in accordance with the Act and Regulations, as may be amended from time to time and in accordance with any successor statutes and regulations.
- 6. <u>Preservation of Metering Records:</u> Union and Shipper shall each preserve for a period of at least six (6) years all test data, and other relevant records.
- 7. <u>Error in Metering or Meter Failure:</u> In the event of an error in metering or a meter failure, (such error or failure being determined through check measurement by Union or any other available method), then Shipper shall enforce its rights as Shipper with the Interconnecting Pipeline(s) to remedy such error or failure including enforcing any inspection and/or verification rights and procedures.

VIII. <u>BILLING</u>

- 1. <u>Monthly Billing Date:</u> Union shall render bills on or before the tenth (10th) day of each month for all Transportation Services furnished during the preceding Month. Such charges may be based on estimated quantities, if actual quantities are unavailable in time to prepare the billing. Union shall provide, in a succeeding Month's billing, an adjustment based on any difference between actual quantities and estimated quantities, without any interest charge. If presentation of a bill to Shipper is delayed after the tenth (10th) day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.
- 2. <u>Right of Examination:</u> Both Union and Shipper shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Contract.
- 3. <u>Amendment of Statements:</u> For the purpose of completing a final determination of the actual quantities of gas handled in any of the Transportation Services to Shipper, the parties shall have the right to amend their statement for a period equal to

the time during which the Interconnecting Pipeline retains the right to amend their statements, which period shall not exceed three (3) years from the date of termination of the Contract.

IX. PAYMENTS

- 1. <u>Monthly Payments:</u> Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a Business Day, then payment must be received in Union's account on the first Business Day preceding the twentieth (20th) day of the month.
- 2. <u>Remedies for Non-payment:</u> Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due,
 - Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment; and,
 - b. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract, may suspend Services until such amount is paid. Notwithstanding such suspension, all demand charges shall continue to accrue hereunder as if such suspension were not in place.

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

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

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

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. <u>Set Off:</u> If either party shall, at any time, be in arrears under any of its payment obligations to the other party under the Contract, then the party not in arrears shall be entitled to reduce the amount payable by it to the other party in arrears under the Contract, or any other contract, by an amount equal to the amount of such arrears or other indebtedness to the other party. In addition to the foregoing remedy, Union may, upon forty-eight (48) hours verbal notice, to be followed by written notice, take possession of any or all of Shipper's gas under the Contract or any enhancement to the Contract, which shall be deemed to have been assigned to Union, to reduce such arrears or other indebtedness to Union.

X. 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

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

- 6. <u>Upstream or Downstream Force Majeure:</u> An event of force majeure upstream or downstream of Union's system shall not relieve Shipper of any payment obligations.
- 7. <u>Delay of Firm Transportation Services:</u> Despite Article XI herein, if Union is prevented, by reason of an event of force majeure on Union's system from delivering gas on the Day or Days upon which Union has accepted gas from Shipper, Union shall thereafter make all reasonable efforts to deliver such quantities as soon as practicable and on such Day or Days as are agreed to by Shipper and Union. If Union accepts such gas on this basis, Shipper shall not receive any demand charge relief as contemplated under Article XI herein.
- 8. <u>Demand Charge Relief for Firm Transportation Services:</u> Despite Article XI herein, if on any Day Union fails to accept gas from Shipper by reason of an event of force majeure on Union's system and fails to deliver the quantity of gas nominated hereunder by Shipper up to the firm Contract Demand for that Contract, then for that Day the Monthly demand charge shall be reduced by an amount equal to the applicable Daily Demand Rate, as defined in this paragraph, multiplied by the difference between the quantity of gas actually delivered by Union during such Day and the quantity of gas which Shipper in good faith nominated on such Day. The term "Daily Demand Rate" shall mean the Monthly demand charge or equivalent pursuant to the C1 Rate Schedule divided by the number of days in the month for which such rate is being calculated.
- 9. 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. <u>Requests for Transportation Service:</u> A potential shipper may request transportation service on Union's system at any time. Any request for C1 transportation service must include: potential shipper's legal name, Receipt Point(s), Delivery Point(s), Commencement Date, Initial Term, Contract Demand, proposed payment, and type of transportation service requested.
- 2. <u>Expansion Facilities:</u> If requests for firm transportation services cannot be met through existing capacity such that the only way to satisfy the requests for transportation service would require the construction of Expansion Facilities which create new capacity, Union shall allocate any such new capacity by open season, subject to the terms of the open season, and these General Terms and Conditions.
- 3. <u>Open Seasons:</u> If requests for long-term transportation service can be met through existing facilities upon which long-term capacity is becoming available, Union shall allocate such long-term capacity by open season, subject to the terms of the open season, and these General Terms and Conditions. "Long-term", for the purposes of this Article XVI, means, in the case of a transportation service, a service that has a term of one year or greater.
- 4. <u>Awarding Open Season Capacity:</u> Capacity requests received during an open season shall be awarded starting with those bids with the highest economic value. If the economic values of two or more independent bids are equal, then service shall be allocated on a pro-rata basis. The economic value shall be based on the net present value which shall be calculated based on the proposed per- unit rate and the proposed term of the contract and without regard to the proposed Contract Demand ("NPV").
- 5. <u>Available Capacity Previously Offered in Open Season:</u> Union may at any time allocate capacity to respond to any C1 transportation service request through an open season. If a potential shipper requests C1 transportation service that can be provided through Available Capacity that was previously offered by Union in an open season but was not awarded, then:
 - a. Any such request must conform to the requirements of Section 1 of this Article XVI;
 - b. Union shall allocate capacity to serve such request pursuant to this Section 5, and subject to these General Terms and Conditions and Union's standard form C1 transportation contract;
 - c. Union may reject a request for C1 transportation service for any of the following reasons:
 - i) if there is insufficient Available Capacity to fully meet the request, but if that is the only reason for rejecting the request for service, Union must offer to supply the Available Capacity to the potential shipper;
 - **ii)** if the proposed monthly payment is less than Union's Monthly demand charge plus fuel requirements for the applicable service;
 - iii) if prior to Union accepting the request for transportation service Union receives a request for transportation service from one or more other potential shippers and there is, as a result, insufficient Available Capacity to service all the requests for service, in which case Union shall follow the procedure in Section 5 d hereof;
 - iv) if Union does not provide the type of transportation service requested; or
 - 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:
 - 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 infranchise and ex-franchise services are as follows; with number 1 having the highest priority and the last interrupted.

- 1. Firm In-franchise Transportation and Distribution services and firm Ex-franchise services (Note 1)
- 2. In-franchise Interruptible Distribution services
- 3. C1/M12 IT Transport and IT Exchanges with Take or Pay rates
- 4. Balancing (Hub Activity) < = 100 GJ/d; Balancing (Direct Purchase) < = 500 GJ/d; In-franchise distribution authorized overrun (Note 3)
- 5. C1/M12 IT Transport and IT Exchanges at premium rates
- 6. C1/M12 Overrun < = 20% of CD (Note 4)
- 7. Balancing (Direct Purchase) > 500 GJ/d
- 8. Balancing (Hub Activity) > 100 GJ/d; C1/M12 IT Transport and IT Exchanges
- 9. C1/M12 Overrun > 20% of CD
- 10. C1/M12 IT Transport and IT Exchanges at a discount
- 11. Late Nominations

Notes:

- 1. Nominated services must be nominated on the NAESB Timely Nomination Cycle otherwise they are considered to be late nomination and are therefore interruptible.
- 2. Higher value or more reliable IT is contemplated in the service and contract, when purchase at market competitive prices.
- 3. Captures the majority of customers that use Direct Purchase balancing transactions.
- 4. Captures the majority of customers that use overrun.
- 2. <u>Capacity Procedures:</u> Union reserves the right to change its procedures for sharing interruptible capacity and will provide Shipper with two (2) months prior notice of any such change.
- 3. <u>Maintenance:</u> Union's facilities from time to time may require maintenance or construction. If such maintenance or construction is required, and in Union's sole opinion, acting reasonably, such maintenance or construction may impact Union's ability to meet Shipper's requirements, Union shall provide at least ten (10) days notice to Shipper, except in the case of an emergency. In the event the maintenance impacts Union's ability to meet Shipper's requirements, Union shall not be liable for any damages and shall not be deemed in breach of the Contract. To the extent that Union's ability to accept and/or deliver Shipper's gas is impaired, the Monthly demand charge shall be reduced in accordance with Article XI Section 8 and available capacity allocated in accordance with Article XI Section 9 herein.

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

XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

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

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

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

receipt of the request.

XX. <u>MISCELLANEOUS PROVISIONS</u>

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

XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

- 1. <u>Union Conditions:</u> The obligations of Union to provide Transportation Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Union and which may be waived or extended in whole or in part in the manner provided in the Contract:
 - a. Union shall have obtained, in form and substance satisfactory to Union, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required to provide the Transportation Services; and,
 - b. Union shall have obtained all internal approvals that are necessary or appropriate to provide the Transportation Services; and,
 - c. Union shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper's ability to honour the provisions of the Contract (the "Initial Financial Assurances"). The Initial Financial Assurances, if required, will be as determined solely by Union; and,
 - d. Shipper and Union shall have entered into the Interruptible Service HUB Contract or equivalent (the "Facilitating Agreement") with Union.
- 2. <u>Shipper Conditions:</u> The obligations of Shipper hereunder are subject to the following conditions precedent, which are for the sole benefit of Shipper and which may be waived or extended in whole or in part in the manner provided in the Contract:
 - a. Shipper shall, as required, have entered into the necessary contracts with Union and/or others to facilitate the Transportation Services contemplated herein, including contracts for upstream and downstream transportation, and shall specifically have an executed and valid Facilitating Agreement; and shall, as required, have entered into the necessary contracts to purchase the gas quantities handled under the Contract; and,

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

SCHEDULE "B"

UNION SOUTH - RATE C1 NOMINATIONS

- a) For Services provided either under this rate schedule or referenced to this rate schedule:
 - i) For Services required on any day Shipper shall provide Union with details regarding the quantity it desires to be handled at the applicable Receipt Point(s) and/or Delivery Point(s), and such additional information as Union determines to be necessary (a "Nomination").
 - ii) All Nominations shall be submitted by electronic means via *Unionline*. Union, in its sole discretion, may amend or modify the nominating procedures or *Unionline* at any time. Nominations shall be submitted so as to be received by Union in accordance with timelines established by Union, which reflect the NAESB standard nomination cycles. Union will accept all Nominations on each of the nomination cycles. Nominations made after the applicable deadline shall not be accepted except at the sole discretion of Union. The nomination cycle timelines are posted on Union's website and the nomination deadlines are provided in *Unionline*.
 - iii) For customers electing firm all day transportation, nominations shall be provided to Union's Gas Management Services as outlined in the F24 –T Agreement.
- b) Union shall determine whether or not all or any portion of the Nomination will be accepted. In the event Union determines that it will not accept such Nomination, Union shall advise Shipper of the reduced quantity (the "Quantity Available") for Services at the applicable points as outlined in each nomination cycle. After receiving such advice from Union but no later than one half hour after the Quantities Available deadline as outlined in each nomination cycle, Shipper shall provide a "Revised Nomination" to Union which shall be no greater than the Quantity Available. If such Revised Nomination is not provided within the time allowed as required above or such Revised Nomination is greater than the Quantity Available, then the Revised Nomination shall be deemed to be the Quantity Available. If the Revised Nomination (delivered within the time allowed as required above) is less than the Quantity Available, then such lesser amount shall be the Revised Nomination.
- c) That portion of a Shipper's Nomination or Revised Nomination, as set out in (a) and (b), above, which Union shall accept for Services hereunder, shall be known as Shipper's "Authorized Quantity".
- d) If on any day the actual quantities handled by Union, for each of the Services authorized, exceed Shipper's Authorized Quantity, and such excess was caused by either Shipper's incorrect nomination or by its delivering or receiving too much gas, then the amount by which the actual quantities handled for each of the Services exceed Shipper's Authorized Quantity, such excess shall be deemed "Unauthorized Overrun".
- e) The daily quantity of gas nominated by Shipper will be delivered by Shipper at rates of flow that are as nearly constant as possible, however, Union shall use reasonable efforts to take receipt of gas on any day at an hourly rate of flow up to one twentieth (1/20) of the quantity received for that day. Union shall have the right to limit Services when on any day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth (1/20) of the quantity handled for that day, for each applicable Service.
- f) A nomination for a daily quantity of gas on any day shall remain in effect and apply to subsequent days unless and until Union receives a new nomination from the Shipper or unless Union gives Shipper written notice that it is not acceptable in accordance with either (a) or (b) of this schedule.
- g) Except for periods of gas or quantity balancing as provided in the Contract, nominations by Shipper for deliveries to Union and redeliveries by Union shall be the same delivery of gas by Union either to Shipper or a Shipper's Account with Union.

SCHEDULE "B 2010"

UNION SOUTH - RATE C1 NOMINATIONS

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

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

SCHEDULE "C 2010"

UNION SOUTH - RATE C1 RECEIPT AND DELIVERY POINTS AND PRESSURES

1. Receipt and Delivery Points:

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

	3	
R, D	DAWN (FACILITIES):	Union's Compressor Station site situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn-Euphemia, in the County of Lambton. This point is applicable for quantities of gas that have been previously transported or stored under other contracts that Shipper may have in place with Union.
R, D	DAWN (TCPL):	At the junction of Union's and TCPL's facilities, at or adjacent to Dawn (Facilities).
R, D	DAWN (TECUMSEH):	At the junction of Union's and Enbridge Gas Inc.'s (Enbridge) Tecumseh Gas Storage's facilities, at or adjacent to Dawn (Facilities).
R, D	DAWN (TSLE):	At the junction of Union's and Enbridge's NPS 16 Tecumseh Sombra Line Extension facilities; at or adjacent to Dawn (Facilities)
R, D	DAWN (VECTOR):	At the junction of Union's and Vector Pipeline Limited Partnership (" Vector ") facilities, at or adjacent to Dawn (Facilities).
R, D	PARKWAY (TCPL):	At the junction of Union's and TCPL's facilities, at or adjacent to Union's facilities situated in the Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga)
R, D	KIRKWALL:	At the junction of Union's and TCPL's facilities at or adjacent to Union's facilities situated in Part Lot Twenty-Five (25), Concession 7, Town of Flamborough.
D	PARKWAY (CONSUMERS):	At the junction of Union's and Enbridge's facilities, at or adjacent to Union's facilities situated in Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga)
D	LISGAR:	At the junction of the facilities of Union and Enbridge situated at 6620 Winston Churchill Boulevard, City of Mississauga.
R, D	OJIBWAY:	At the junction of Union's and Panhandle Eastern Pipe Line Company, LP's ("Panhandle") facilities, located at the International Border between Canada and the United States in the St. Clair River.
R, D	ST.CLAIR (MICHCON):	At the junction of Michigan Consolidated Gas Company's ("MichCon") and St. Clair Pipelines L.P.'s facilities, located at the International Border between Canada and the United States in the St. Clair Piper

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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix C Page 1 of 1

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, 2023

Line No.	Particulars (cents / m³)	Monthly Charge Increase / (Decrease) (a)	Delivery Commodity Charge Increase / (Decrease) (1) (b)	Delivery - Price Adjustment Increase / (Decrease)	Carbon Charges Increase / (Decrease) (d)	Gas Commodity Price Adjustment Rate (2) (e)
	Carbon Charges (3)					
1 2	Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Interruptible	o Chargo)			-	
2	racility Carbon Charge (in addition to interruptible	e Charge)			-	
	Rate 25					
3	All Zones	\$18.37	0.1356			(0.2720)
	Rate M4					
4	Interruptible	\$30.40	0.2196			
	D . MEA					
-	Rate M5A	\$30.40	0.2196			
5	Interruptible	\$30.40	0.2196			
	Rate M7					
6	Interruptible	-	0.2109			
7	Seasonal	-	0.2109			
	Rate T1 - Interruptible					
8	Transportation - Union supplies fuel		0.1129			
9	Transportation - Customer supplies fuel		0.1106			
	Rate T2 - Interruptible					
10	Transportation - Union supplies fuel		0.0525			
11	Transportation - Customer supplies fuel		0.0496			

- (1) Applies to sales service customers only.
 (2) Changes in the Carbon Charges apply to Rate 25, M4, M5A, M7, T1 and T2.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix E Page 1 of 1

ENBRIDGE GAS INC. Union Rate Zones Miscellaneous Non-Energy Charges

Service	Fee
Residential Customer Class Service	
Connection Charge	\$35
Temporary Seal - Turn-off (Seasonal)	\$22
Temporary Seal - Turn-on (Seasonal)	\$35
Landlord Turn-on	\$35
Disconnect/Reconnect for Non-Payment	\$65
Commercial/Industrial Customer Class Service	
Connection Charge	\$38
Temporary Seal - Turn-off (Seasonal)	\$22
Temporary Seal - Turn-on (Seasonal)	\$38
Landlord Turn-on	\$38
Disconnect/Reconnect for Non-Payment	\$65
Statement of Account/History Statements	
History Statement (previous year)	\$15/statement
History Statement (beyond previous year)	\$40/hour
Duplicate Bills * (if processed by system)	No charge
Duplicate Bills * (if manually processed)	\$15/statement
Dispute Meter Test Charges	
Meter Test - Residential Meter	\$50 flat fee for
	removal and test
Meter Test - Commercial/Industrial Meter	Hourly charge
	based on actual
	costs
Direct Purchase Administration Charges (if applicable)	
Monthly fee per contract	\$82.14
Monthly per customer fee	\$0.21
Distributor Consolidated Billing Fee (per customer/month)	\$0.62
Invoice Vendor Adjustment (IVA) fee	\$1.19
(for each successfully submitted IVA transaction)	
Notice of Switch Letter Service Charge	\$2.19

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.

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 189 of 271

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers

UNION RATE ZONES 2023 Rates Overview of Working Papers

- **Schedule 1** Summary of 2023 Proposed Revenue Change This schedule summarizes the changes in total revenue.
- Schedule 2 Summary of Revenue Change by Rate Class This schedule provides the rate class-specific 2023 revenue adjustments to arrive at the final proposed 2023 revenue.
- **Schedule 3 General Service Customer Bill Impacts** This schedule provides illustrative customer bill impacts for general service customers in Rate M1, Rate M2, Rate 01, and Rate 10.
- Schedule 4 Calculation of Sales Service and Direct Purchase Bill Impacts for Typical Small and Large Customers This schedule provides illustrative customer bill impacts for all Union North and Union South in-franchise rate classes based on typical small and large customers within each rate class.
- Schedule 5 Derivation of 2023 Base Rates This schedule provides detailed support for the proposed 2023 base rate adjustments inclusive of price cap index (PCI), 2023 capital pass-through adjustment and NAC and LRAM volume adjustments.
- Schedule 6 Total Proposed 2023 In-Franchise Rates This schedule provides for the derivation of total 2023 proposed rates which includes 2023 base rates from Schedule 5 plus proposed Y-factor rates (Demand Side Management, Parkway Delivery Obligation), Incremental Capital Module rates, and Bill 32 rates.
- Schedule 7 In-Franchise and Ex-Franchise Transportation Fuel Ratios This schedule calculates the fuel ratios including adjustments related to PCI and the PDO compressor fuel, as shown at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11.
- **Schedule 8** Calculation of Supplemental Service Charges This schedule provides the calculation of Union's supplemental service charges.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers

- **Schedule 9** Summary of Approved Revenue Changes This schedule summarizes the approved revenue changes that occurred during 2022.
- **Schedule 10 DSM Budget Allocation by Rate Class** This schedule provides the 2022 and 2023 DSM budget and the calculation of 2023 DSM unit rates.
- Schedule 11 Parkway Delivery Obligation (PDO) Rate Adjustments This schedule provides the 2022 and 2023 costs related to the PDO and the Parkway Delivery Commitment Incentive (PDCI) and the calculation of 2023 PDO unit rates.
- Schedule 12 Total Upstream Transportation Costs in Union North Rates –
 This schedule summarizes the approved changes to upstream transportation costs that occurred during 2022 through the QRAM process that are not subject to the price cap adjustment.
- Schedule 13 Calculation of 2023 NAC Target Percentage Change This schedule provides the calculation of the NAC target percentage change used to adjust billing units for general service classes (Rate M1, Rate M2, Rate 01 and Rate 10).
- Schedule 14 Summary of Capital Pass-Through Adjustments This schedule summarizes the 2023 cost adjustments by rate class related to the Union rate zone capital pass-through projects.
- **Schedule 15 LRAM Volume Adjustment** This schedule provides the LRAM-related volume adjustments by contract rate class included in the 2023 rate calculations.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 1 Page 1 of 1

UNION RATE ZONES

Union North and Union South Proposed Changes in Revenue - Excluding 2023 ICM <u>Effective January 1, 2023</u>

Line No.	Particulars	(\$000's)	
	Summary Change in Revenue:		
1 2	2023 Proposed in EB-2022-0133 2022 Approved in EB-2021-0148	1,417,639 (1 1,373,730 (1	1) 1)
3	Net Change (line 1 - line 2)	43,909	
	Detail Change in Revenue:		
4 5 6 7	2023 Price Cap Index (3.6%) 2023 DSM Budget Change 2023 Capital Pass-through Change 2023 Parkway Delivery Obligation Change	961 (1	1) 1) 1)
8	Total Excluding 2023 Incremental Capital Module ("ICM") (lines 4 through 7)	43,909	
9	2023 ICM Funding Request	Note (2)	
10	Total (line 8 + line 9)	43,909	

- (1) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 2.
- (2) No ICM funding request for 2023 rates.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 2 Page 1 of 1

<u>UNION RATE ZONES</u> Summary of Revenue Change by Rate Class - Excluding 2023 ICM Effective January 1, 2023

Line No.	Particulars (\$000s)	Total Current Approved Revenue (1) (a)	Price Cap Index (2) (b)	Upstream Transportation (2) (c)	Capital Pass-Throughs (3) (d)	DSM (4)	Parkway Delivery Obligation (5) (f)	ICM (6)	Total Proposed Revenue (h) = (sum (a:g)
	North Delivery								
1	R01	179,385	6,196		558	(595)			185,544
2	R10	25,290	751		60	137			26,237
3	R20	17,556	496	_	29	99	_		18,181
4	R25	5,293	175	_	11	75	_		5,555
5	R100	18,518	536	-	9	37	-		19,100
6	Total	246,043	8,154		667	(247)			254,617
	South Delivery & Storage								
7	M1	477,605	15,304	-	1,170	(101)	1,748		495,726
8	M2	75,742	1,933	-	98	599	680		79,051
9	M4	22,145	453	-	(51)	260	259		23,065
10	M5	12,719	449	-	50	26	22		13,265
11	M7	8,380	139	-	(7)	180	196		8,888
12	M9	1,451	33	-	1	17	60		1,563
13	M10	18	0	-	0	0	0		19
14	T1	14,090	360	-	(32)	65	250		14,732
15	T2	67,377	1,613	-	(354)	57	1,284		69,977
16	T3	7,797	181		6	106	164		8,253
17	Total	687,324	20,463		880	1,208	4,663		714,537
	North Transportation & Storage								
18	R01	72,543	604	-	14	-	8		73,170
19	R10	21,312	172	-	7	-	3		21,493
20	R20	6,631	52	-	2	-	1		6,685
21	R25	519	1	-	0	-	-		519
22	R100	315	4		0				319
23	Total	101,319	833		23		12		102,187
	Ex-Franchise								
24	M12	279,135	6,458	-	(687)	-	778		285,683
25	M13	484	18	-	1	-	-		503
26	M16	1,200	34	-	(29)	-	2		1,208
27	M17	-	-	-	-	-	-		-
28	C1	51,116	305		(117)		232		51,537
29	Total	331,936	6,814		(832)		1,012		338,931
30	Gas Supply Admin	7,108	258		1				7,367
31	Total	1,373,730	36,522		739	961	5,687		1,417,639

⁽¹⁾ Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9.

⁽²⁾ Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5.

⁽³⁾ Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14.

⁽⁴⁾ Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 10, p. 1, column (c).

⁽⁵⁾ Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11.

⁽⁶⁾ No ICM funding request for 2023 rates.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 3 Page 1 of 3

UNION RATE ZONES Union South General Service Customer Bill Impacts

			Rate M1 - Residential al Consumption of 2,20	0 m³)	Rate M2 - Commercial (Annual Consumption of 73,000 m³)			
Line No.	Particulars	EB-2022-0219 Approved 1-Oct-22 Total Bill (\$) (1) (a)	EB-2022-0133 Proposed 1-Jan-23 Total Bill (\$) (1) (b)	Impact (\$) (c) = (b) - (a)	EB-2022-0219 Approved 1-Oct-22 Total Bill (\$) (1) (d)	EB-2022-0133 Proposed 1-Jan-23 Total Bill (\$) (1) (e)	Impact (\$) (f) = (e) - (d)	
	Delivery Charges							
1	Monthly Charge	278.16	287.76	9.60	899.04	930.96	31.92	
2	Delivery Commodity Charge	133.05	142.73	9.68	4,167.35	4,611.36	444.01	
3	Storage Services	18.34	19.86	1.52	554.01	621.30	67.29	
4	Total Delivery Charge	429.55	450.35	20.80	5,620.40	6,163.62	543.22	
5	Federal Carbon Charge	215.38	215.38	-	7,146.70	7,146.70	-	
	Supply Charges							
6	Transportation to Union	-	-	-	-	-	-	
7	Commodity	717.97	718.14	0.17	23,823.46	23,828.80	5.34	
8	Total Gas Supply Charge	717.97	718.14	0.17	23,823.46	23,828.80	5.34	
9	Total Bill	1,362.90	1,383.87	20.97	36,590.56	37,139.12	548.56	
10	Total Bill Excluding Federal Carbon Charge	1,147.52	1,168.49	20.97	29,443.86	29,992.42	548.56	
	<u>Impacts</u>							
11	Sales Service			20.97			548.56	
12	Direct Purchase			20.80			543.22	
13	Total Bill Impact			1.5%			1.5%	
14	Commodity Bill Impact			0.0% (2)			0.0% (2)	
	, ,			()			()	

⁽¹⁾ Excludes temporary charges/(credits).

⁽²⁾ Commodity bill impact reflects the impact of the gas commodity bill change divided by the current approved gas commodity bill shown at line 8.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 3 Page 2 of 3

UNION RATE ZONES Union North

General Service Customer Bill Impacts

			Union North West Rate 01 - Residential aal Consumption of 2,200	m³)	Union North East Rate 01 - Residential (Annual Consumption of 2,200 m²)			
Line No.	Particulars	EB-2022-0219 Approved 1-Oct-22 Total Bill (\$) (1) (a)	EB-2022-0133 Proposed 1-Jan-23 Total Bill (\$) (1) (b)	Impact(\$)(c) = (b) - (a)	EB-2022-0219 Approved 1-Oct-22 Total Bill (\$) (1)	EB-2022-0133 Proposed 1-Jan-23 Total Bill (\$) (1) (e)	Impact (\$) (f) = (e) - (d)	
		(4)	(5)	(6) (2) (4)	(4)	(6)	(.) (5) (2)	
4	Delivery Charges	070.40	007.70	0.00	070.40	007.70	0.00	
1 2	Monthly Charge Delivery Commodity Charge	278.16 230.78	287.76 249.77	9.60 18.99	278.16 230.78	287.76 249.77	9.60 18.99	
3	Total Delivery Charge	508.94	537.53	28.59	508.94	537.53	28.59	
3	Total Delivery Charge	300.94	307.30	20.33	300.94	337.33	20.59	
4	Federal Carbon Charge	215.38	215.38	-	215.38	215.38	-	
	Supply Charges							
5	Transportation to Union	102.45	102.45	-	52.19	52.38	0.19	
6	Storage Services	48.05	51.52	3.47	130.44	138.47	8.03	
7	Subtotal	150.50	153.97	3.47	182.63	190.85	8.22	
8	Commodity	665.30	665.46	0.16	724.18	724.36	0.18	
9	Total Gas Supply Charge	815.80	819.43	3.63	906.81	915.21	8.40	
10	Total Bill	1,540.12	1,572.34	32.22	1,631.13	1,668.12	36.99	
11	Total Bill Excluding Federal Carbon Charge	1,324.74	1,356.96	32.22	1,415.75	1,452.74	36.99	
	<u>Impacts</u>							
12	Sales Service			32.22			36.99	
13	Direct Purchase			32.06			36.81	
14	Total Bill Impact			2.1%			2.3%	
15	Commodity Bill Impact			0.4% (2)			0.9% (2)	

⁽¹⁾ Excludes temporary charges/(credits).

⁽²⁾ Commodity bill impact reflects the impact of the gas commodity bill change divided by the current approved gas commodity bill shown at line 9.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 3 Page 3 of 3

UNION RATE ZONES Union North General Service Customer Bill Impacts

Union North West

Union North East
Rate 10 - Commercial / Industrial

		Rate	10 - Commercial / Indust	trial	Rate 10 - Commercial / Industrial			
		(Annu	al Consumption of 93,000	0 m³)	(Annu	al Consumption of 93,000) m³)	
		EB-2022-0219	EB-2022-0133	<u> </u>	EB-2022-0219	EB-2022-0133		
		Approved	Proposed		Approved	Proposed		
Line		1-Oct-22	1-Jan-23	Impact	1-Oct-22	1-Jan-23	Impact	
No.	Particulars	Total Bill (\$) (1)	Total Bill (\$) (1)	(\$)	Total Bill (\$) (1)	Total Bill (\$) (1)	(\$)	
		(a)	(b)	(c) = (b) - (a)	(d)	(e)	(f) = (e) - (d)	
	<u>Delivery Charges</u>							
1	Monthly Charge	899.04	930.96	31.92	899.04	930.96	31.92	
2	Delivery Commodity Charge	7,364.76	8,154.46	789.70	7,364.76	8,154.46	789.70	
3	Total Delivery Charge	8,263.80	9,085.42	821.62	8,263.80	9,085.42	821.62	
4	Federal Carbon Charge	9,104.69	9,104.69	-	9,104.69	9,104.69	-	
	Supply Charges							
5	Transportation to Union	3,816.56	3,816.63	0.07	2,031.20	2,039.77	8.57	
6	Storage Services	1,587.78	1,743.01	155.23	4,034.17	4,382.64	348.47	
7	Subtotal	5,404.34	5,559.64	155.30	6,065.37	6,422.41	357.04	
8	Commodity	28,124.50	28,131.28	6.78	30,613.10	30,619.87	6.77	
9	Total Gas Supply Charge	33,528.84	33,690.92	162.08	36,678.47	37,042.28	363.81	
10	Total Bill	50,897.33	51,881.03	983.70	54,046.96	55,232.39	1,185.43	
11	Total Bill Excluding Federal Carbon Charge	41,792.64	42,776.34	983.70	44,942.27	46,127.70	1,185.43	
	Impacts							
12	Sales Service			983.70			1,185.43	
13	Direct Purchase			976.92			1,178.66	
14	Total Bill Impact			1.9%			2.2%	
15	Commodity Bill Impact			0.5% (2)			1.0% (2)	

⁽¹⁾ Excludes temporary charges/(credits).

⁽²⁾ Commodity bill impact reflects the impact of the gas commodity bill change divided by the current approved gas commodity bill shown at line 9.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 4 Page 1 of 3

UNION RATE ZONES Union North In-Franchise Calculation of 2023 Sales Service and Direct Purchase Bill Impacts for Typical Small and Large Customers

		Approved - EB-2022-0219 (1)		Prop	osed - EB-2022-	0133	Bill Impact		
		Total	02.00 (1)	Total		Total Bill	Including Federal	Excluding Federal	
Line		Bill	Unit Rate	Bill	Unit Rate	Change	Carbon Charge	Carbon Charge	
No.	Particulars	(\$)	(cents/m ³)	(\$)	(cents/m ³)	(\$)	(%)	(%)	
		(a)	(b)	(c)	(d)	(e) = (c - a)	(f) = (e / a)	(g)	
	Small Rate 01								
1	Delivery Charges	509	23.1336	538	24.4332	28.59	5.6%	5.6%	
2	Federal Carbon Charge	215	9.7900	215	9.7900		0.0%	0.0%	
3	Gas Supply Charges (2)	907	41.2186	915	41.6005	8.40	0.9%	0.9%	
4	Total Bill	1,631	74.1423	1,668	75.8236	36.99	2.3%	2.6%	
5	Salas Sarvica Impact					36.99	2.3%	2.6%	
6	Sales Service Impact Bundled-T (Direct Purchase) Impact					36.81	4.1%	5.3%	
•						00.01	1.170	0.070	
7	Small Rate 10 Delivery Charges	5,796	9.6594	6,353	10.5880	557	9.6%	9.6%	
8	Federal Carbon Charge	5,796	9.7900	5.874	9.7900	557	0.0%	0.0%	
9	Gas Supply Charges (2)	23,664	39.4392	23,898	39.8304	235	1.0%	1.0%	
10	Total Bill	35,333	58.8886	36,125	60.2084	792	2.2%	2.7%	
11 12	Sales Service Impact Bundled-T (Direct Purchase) Impact					792 787	2.2% 5.1%	2.7% 8.1%	
12	Bundled-1 (bliect Purchase) Impact					101	3.176	0.170	
	Large Rate 10								
13	Delivery Charges	19,254	7.7015	21,247	8.4987	1,993	10.4%	10.4%	
14	Federal Carbon Charge	24,475	9.7900	24,475	9.7900	-	0.0%	0.0%	
15	Gas Supply Charges (2)	98,598	39.4392	99,576	39.8304	978	1.0%	1.0%	
16	Total Bill	142,327	56.9307	145,298	58.1191	2,971	2.1%	2.5%	
17	Sales Service Impact					2,971	2.1%	2.5%	
18	Bundled-T (Direct Purchase) Impact					2,953	4.9%	8.3%	
	Small Rate 20								
19	Delivery Charges	94,137	3.1379	96,976	3.2325	2,838	3.0%	3.0%	
20	Federal Carbon Charge	293,700	9.7900	293,700	9.7900	2,000	0.0%	0.0%	
21	Gas Supply Charges (2)	1,034,965	34.4988	1,035,642	34.5214	677	0.1%	0.1%	
22	Total Bill	1,422,802	47.4267	1,426,318	47.5439	3,516	0.2%	0.3%	
23	Sales Service Impact					3,516	0.2%	0.3%	
24	Bundled-T (Direct Purchase) Impact					3,297	0.7%	1.9%	
	Large Rate 20								
25	Delivery Charges	370,139	2.4676	380,717	2.5381	10,578	2.9%	2.9%	
26	Federal Carbon Charge	1,468,500	9.7900	1,468,500	9.7900	-	0.0%	0.0%	
27	Gas Supply Charges (2)	5,118,891	34.1259	5,121,949	34.1463	3,058	0.1%	0.1%	
28	Total Bill	6,957,529	46.3835	6,971,166	46.4744	13,637	0.2%	0.2%	
29	Sales Service Impact					13,637	0.2%	0.2%	
30	Bundled-T (Direct Purchase) Impact					12,542	0.6%	1.8%	
31	Average Rate 25	75.074	3.3262	78,977	3.4715	0.005	4.4%	4.4%	
	Delivery Charges	75,671			9.7900	3,305			
32 33	Federal Carbon Charge	222,723	9.7900 33.0973	222,723	33.1064	207	0.0% 0.0%	0.0% 0.0%	
34	Gas Supply Charges (2) Total Bill	752,964 1,051,357	46.2135	753,171 1,054,870	46.3679	3,512	0.3%	0.4%	
0.	rotal Bill	1,001,001	10.2100	1,001,010	10.0010	0,012	0.070	0.170	
35	Sales Service Impact					3,512	0.3%	0.4%	
36	T-Service (Direct Purchase) Impact					3,305	1.1%	4.4%	
	Small Rate 100								
37	Delivery Charges	327,014	1.2112	340,354	1.2606	13,340	4.1%	4.1%	
38	Federal Carbon Charge	2,643,300	9.7900	2,643,300	9.7900	10,040	0.0%	0.0%	
39	Gas Supply Charges (2)	10,115,201	37.4637	10,040,285	37.1862	(74,917)	-0.7%	-0.7%	
40	Total Bill	13,085,516	48.4649	13,023,939	48.2368	(61,576)	-0.5%	-0.6%	
				.,,					
41	Sales Service Impact					(61,576)	-0.5%	-0.6%	
42	T-Service (Direct Purchase) Impact					13,340	0.4%	4.1%	
	Large Rate 100								
43	Delivery Charges	2,670,272	1.1126	2,778,754	1.1578	108,482	4.1%	4.1%	
44	Federal Carbon Charge	23,496,000	9.7900	23,496,000	9.7900	-	0.0%	0.0%	
45	Gas Supply Charges (2)	89,327,515	37.2198	88,691,490	36.9548	(636,024)	-0.7%	-0.7%	
46	Total Bill	115,493,787	48.1224	114,966,245	47.9026	(527,542)	-0.5%	-0.6%	
47	Calaa Candaa Imu+					(E07 E40)	0.501	0.007	
47 48	Sales Service Impact					(527,542) 108,482	-0.5% 0.4%	-0.6% 4.1%	
40	T-Service (Direct Purchase) Impact					100,462	0.4%	4.1%	

Notes:
(1) Oct. 1, 2022 QRAM, approved Sept. 22, 2022.
(2) Gas Supply charges based on Union North East Zone.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 4 Page 2 of 3

UNION RATE ZONES Union South In-Franchise Calculation of 2023 Sales Service and Direct Purchase Bill Impacts for Typical Small and Large Customers

	Approved - EB-2022-0219 (1)		2022-0219 (1)	Prop	osed - EB-2022-	0133	Bill Impact	
Line		Total Bill	Unit Rate	Total Bill	Unit Rate	Total Bill Change	Including Federal Carbon Charge	Excluding Federal Carbon Charge
No.	Particulars	(\$)	(cents/m³)	(\$)	(cents/m ³)	(\$)	(%)	(%)
		(a)	(b)	(c)	(d)	(e) = (c - a)	(f) = (e / a)	(g)
	Small Rate M1							
1	Delivery Charges	430	19.5250	450	20.4705	20.80	4.8%	4.8%
2	Federal Carbon Charge	215	9.7900	215	9.7900		0.0%	0.0%
3	Gas Supply Charges Total Bill	718	32.6350	718 1.384	32.6427	20.97	0.0%	0.0%
4	Total Bill	1,363	61.9500	1,384	62.9032	20.97	1.5%	1.8%
5	Sales Service Impact					20.97	1.5%	1.8%
6	Direct Purchase Impact					20.80	3.2%	4.8%
	Small Rate M2							
7	Delivery Charges	4,798	7.9966	5,253	8.7544	455	9.5%	9.5%
8	Federal Carbon Charge	5,874	9.7900	5,874	9.7900	-	0.0%	0.0%
9	Gas Supply Charges	19,581	32.6349	19,585	32.6422	4	0.0%	0.0%
10	Total Bill	30,253	50.4215	30,712	51.1866	459	1.5%	1.9%
11	Sales Service Impact					459	1.5%	1.9%
12	Direct Purchase Impact					455	4.3%	9.5%
						100	1.070	0.070
	Large Rate M2							
13	Delivery Charges	16,393	6.5574	18,096	7.2382	1,702	10.4%	10.4%
14	Federal Carbon Charge	24,475	9.7900	24,475	9.7900	-	0.0%	0.0%
15 16	Gas Supply Charges Total Bill	81,587 122,456	32.6349 48.9823	81,606 124,176	32.6422 49.6704	1,720	0.0% 1.4%	0.0% 1.8%
10	Total Bill	122,430	40.5023	124,170	45.0704	1,720	1.470	1.070
17	Sales Service Impact					1,720	1.4%	1.8%
18	Direct Purchase Impact					1,702	4.2%	10.4%
	O							
19	Small Rate M4	57.259	6.5439	60.317	6.8934	3,058	5.3%	5.3%
20	Delivery Charges Federal Carbon Charge	85,663	9.7900	85,663	9.7900	3,030	0.0%	0.0%
21	Gas Supply Charges	285,555	32.6349	285,619	32.6422	64	0.0%	0.0%
22	Total Bill	428,477	48.9688	431,599	49.3256	3,122	0.7%	0.9%
23	Sales Service Impact					3,122	0.7%	0.9%
24	Direct Purchase Impact					3,058	2.1%	5.3%
	Large Rate M4							
25	Delivery Charges	471,392	3.9283	500,177	4.1681	28,785	6.1%	6.1%
26	Federal Carbon Charge	1,174,800	9.7900	1,174,800	9.7900	-	0.0%	0.0%
27	Gas Supply Charges	3,916,188	32.6349	3,917,064	32.6422	876	0.0%	0.0%
28	Total Bill	5,562,380	46.3532	5,592,041	46.6003	29,661	0.5%	0.7%
29	Sales Service Impact					29,661	0.5%	0.7%
30	Direct Purchase Impact					28,785	1.7%	6.1%
						,	******	******
	Small Rate M5							
31	Delivery Charges	38,549	4.6726	40,725	4.9364	2,176	5.6%	5.6%
32 33	Federal Carbon Charge Gas Supply Charges	80,768 269,238	9.7900 32.6349	80,768 269,298	9.7900 32.6422	- 60	0.0% 0.0%	0.0% 0.0%
34	Total Bill	388,554	47.0975	390,791	47.3686	2,237	0.6%	0.7%
04	Total Bill	000,004	47.0070	550,751	47.0000	2,201	0.070	0.170
35	Sales Service Impact					2,237	0.6%	0.7%
36	Direct Purchase Impact					2,176	1.8%	5.6%
	Large Rate M5							
37	Delivery Charges	227,755	3.5039	242,394	3.7291	14,639	6.4%	6.4%
38 39	Federal Carbon Charge	636,350 2,121,269	9.7900 32.6349	636,350	9.7900 32.6422	475	0.0% 0.0%	0.0% 0.0%
40	Gas Supply Charges Total Bill	2,985,373	45.9288	2,121,743 3,000,487	46.1613	15,113	0.5%	0.6%
40	Total Bill	2,300,010	40.0200	5,000,407	40.1010	10,110	0.070	0.070
41	Sales Service Impact					15,113	0.5%	0.6%
42	Direct Purchase Impact					14,639	1.7%	6.4%
	Small Rate M7							
43	Delivery Charges	885,864	2.4607	933,816	2.5939	47,953	5.4%	5.4%
44 45	Federal Carbon Charge	3,524,400 11,748,564	9.7900 32.6349	3,524,400 11,751,192	9.7900 32.6422	2,628	0.0% 0.0%	0.0% 0.0%
45 46	Gas Supply Charges Total Bill	16,158,828	44.8856	16,209,408	45.0261	50,581	0.3%	0.4%
40	TOTAL DIII	10,130,020	44.0000	10,209,406	45.0261	30,361	0.3%	0.476
47	Sales Service Impact					50,581	0.3%	0.4%
48	Direct Purchase Impact					47,953	1.1%	5.4%
-						,		
	Large Rate M7							
49	Delivery Charges	3,216,019	6.1847	3,304,728	6.3552	88,709	2.8%	2.8%
50	Federal Carbon Charge	5,090,800	9.7900	5,090,800	9.7900	-	0.0%	0.0%
51	Gas Supply Charges	16,970,148	32.6349	16,973,944	32.6422	3,796	0.0%	0.0%
52	Total Bill	25,276,967	48.6096	25,369,472	48.7874	92,505	0.4%	0.5%
53	Sales Service Impact					92 505	0.4%	0.5%
53 54	Direct Purchase Impact					88,709	1.1%	2.8%
						,		=:= /0

Notes: (1) Oct. 1, 2022 QRAM, approved Sept. 22, 2022.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 4 Page 3 of 3

UNION RATE ZONES Union South In-Franchise Calculation of 2023 Sales Service and Direct Purchase Bill Impacts for Typical Small and Large Customers

		Approved - EB-2	2022-0219 (1)	Prop	osed - EB-2022-	0133	Bill Impact		
Line No.	Particulars	Total Bill (\$)	Unit Rate (cents/m³)	Total Bill (\$)	Unit Rate (cents/m³)	Total Bill Change (\$)	Including Federal Carbon Charge (%)	Excluding Federal Carbon Charge (%)	
		(a)	(b)	(c)	(d)	(e) = (c - a)	(f) = (e / a)	(g)	
1	Small Rate M9 Delivery Charges	210,272	3.0255	222,141	3.1963	11,869		5.6%	
2	Gas Supply Charges	2,268,126	32.6349	2,268,633	32.6422	507		0.0%	
3	Total Bill	2,478,397	35.6604	2,490,774	35.8385	12,376		0.5%	
4	Sales Service Impact					12,376		0.5%	
5	Direct Purchase Impact					11,869		5.6%	
6	Large Rate M9 Delivery Charges	623,827	3.0916	658,798	3.2649	34,971		5.6%	
7	Gas Supply Charges	6,585,070	32.6349	6,586,543	32.6422	1,473		0.0%	
8	Total Bill	7,208,897	35.7265	7,245,341	35.9071	36,444		0.5%	
9 10	Sales Service Impact Direct Purchase Impact					36,444 34,971		0.5% 5.6%	
	Average Rate M10								
11	Delivery Charges	8,064	8.5330	8,474	8.9668	410		5.1%	
12 13	Gas Supply Charges Total Bill	30,840 38,904	32.6349 41.1679	30,847 39,321	32.6422 41.6090	417		0.0%	
		50,304	41.1075	00,021	41.0030				
14 15	Sales Service Impact Direct Purchase Impact					417 410		1.1% 5.1%	
16	Small Rate T1	170,450	2.2615	177,427	2.3541	6,976	4.1%	4.1%	
17	Delivery Charges Federal Carbon Charge	737,872	9.7900	737.872	2.3541 9.7900	6,976	4.1%	4.1% 0.0%	
18	Gas Supply Charges	2,459,692	32.6349	2,460,243	32.6422	550	0.0%	0.0%	
19	Total Bill	3,368,015	44.6864	3,375,542	44.7863	7,526	0.2%	0.3%	
20 21	Sales Service Impact Direct Purchase Impact					7,526 6,976	0.2% 0.8%	0.3% 4.1%	
	Average Rate T1								
22 23	Delivery Charges	265,382 1,132,305	2.2945 9.7900	275,922 1,132,305	2.3856 9.7900	10,540	4.0% 0.0%	4.0%	
23 24	Federal Carbon Charge Gas Supply Charges	3,774,532	32.6349	3,775,377	32.6422	844	0.0%	0.0%	
25	Total Bill	5,172,220	44.7194	5,183,604	44.8178	11,385	0.2%	0.3%	
26 27	Sales Service Impact Direct Purchase Impact					11,385 10,540	0.2% 0.8%	0.3% 4.0%	
	Large Rate T1								
28	Delivery Charges	598,813	2.3369	621,811	2.4267	22,998	3.8%	3.8%	
29 30	Federal Carbon Charge Gas Supply Charges	2,508,597 8,362,393	9.7900 32.6349	2,508,597 8,364,263	9.7900 32.6422	- 1,871	0.0% 0.0%	0.0% 0.0%	
31	Total Bill	11,469,803	44.7618	11,494,672	44.8589	24,868	0.2%	0.3%	
32 33	Sales Service Impact Direct Purchase Impact					24,868 22,998	0.2% 0.7%	0.3% 3.8%	
	Small Rate T2								
34	Delivery Charges	761,862	1.2857	784,396	1.3237	22,534	3.0%	3.0%	
35	Federal Carbon Charge	5,801,162	9.7900	5,801,162	9.7900 32.6422	-	0.0%	0.0%	
36 37	Gas Supply Charges Total Bill	19,338,136 25,901,160	32.6349 43.7106	19,342,462 25,928,020	43.7559	4,326 26,860	0.1%	0.0% 0.1%	
38						26.860	0.1%	0.1%	
39	Sales Service Impact Direct Purchase Impact					22,534	0.1%	3.0%	
40	Average Rate T2 Delivery Charges	1,864,920	0.9429	1,924,194	0.9728	59,274	3.2%	3.2%	
41	Federal Carbon Charge	19,363,626	9.7900	19,363,626	9.7900	-	0.0%	0.0%	
42	Gas Supply Charges	64,548,520	32.6349	64,562,958	32.6422	14,439	0.0%	0.0%	
43	Total Bill	85,777,066	43.3678	85,850,779	43.4050	73,713	0.1%	0.1%	
44 45	Sales Service Impact Direct Purchase Impact					73,713 59,274	0.1% 0.3%	0.1% 3.2%	
	Large Rate T2								
46	Delivery Charges	3,095,123	0.8363	3,198,234	0.8642	103,111	3.3%	3.3%	
47 48	Federal Carbon Charge Gas Supply Charges	36,231,713 120,778,175	9.7900 32.6349	36,231,713 120,805,192	9.7900 32.6422	27,016	0.0% 0.0%	0.0% 0.0%	
49	Total Bill	160,105,011	43.2612	160,235,139	43.2964	130,128	0.1%	0.1%	
50	Sales Service Impact					130,128	0.1%	0.1%	
51	Direct Purchase Impact Large Rate T3					103,111	0.3%	3.3%	
52	Delivery Charges	6,106,748	2.2393	6,477,393	2.3752	370,645		6.1%	
53	Gas Supply Charges	88,999,288	32.6349	89,019,196	32.6422	19,908		0.0%	
54	Total Bill	95,106,037	34.8742	95,496,590	35.0174	390,553		0.4%	
55 56	Sales Service Impact Direct Purchase Impact					390,553 370,645		0.4% 6.1%	
	Notes:					070,040		0.170	

Notes: (1) Oct. 1, 2022 QRAM, approved Sept. 22, 2022.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 1 of 26

UNION RATE ZONES Derivation of Base Rates Union North In-Franchise Effective January 1, 2023

Monthly Delivery Charge - All Zones 2							Adjustments to 2	022 Base Rates	
No. Particulars Billing Units									
Dilling Dill					• • •	• • •	•	5	
No. Particulars Units (1) (\$000s) (cents / m³) (\$000's) (\$000								,	
Rate 01 General Service 1 Monthly Charge bills 3,839,732 85,151 \$22.18 - 3,959 89,110 Monthly Delivery Charge - All Zones 2 First 100 m³ 10³m² 270,317 26,981 9,9813 (578) (853) 25,550 (853) 80,933 80,938 80,999 9,7411 (621) (945) 28,333 (978) 10³m² 10³m² 133,899 12,534 9,3606 (260) (396) 11,876 (978) 10³m² 10³m² 134,54 8,241 9,0115 (171) (261) 7,811 (978) 10³m² 114,119 9,954 8,7229 (206) (315) 9,434 (978) 10³m² 114,119 9,954 8,7229 (206) (315) 9,434 (978) 10³m² 114,119 114,119 114,119 115,114 (1836) 11,189 172,114 (1836)		B # 1	•						
Rate 01 General Service 1 Monthly Charge Monthly Charge Monthly Delivery Charge - All Zones 2 First 100 m³ 10³m³ 270,317 26,981 9,9813 (578) (853) 25,556 (853) 25,556 (853) 25,556 (853) 25,556 (853) 26,981 26,981	No.	Particulars	Units						
Monthly Charge Monthly Delivery Charge - All Zones Monthly Delivery Charge - All Zones 10°m³ 270,317 26,981 9.9813 (578) (853) 25,555 (578) (853) 25,555 (621) (621) (945) (621) (945) (621) (945) (621) (945) (621) (945) ((a)	(D)	(c)	(a)	(e)	(t) = (b+d+e)
Monthly Delivery Charge - All Zones 2		Rate 01 General Service							
2 First 100 m³ 10³m³ 270,317 26,981 9.9813 (578) (853) 25,550 3 Next 200 m³ 10³m³ 306,938 29,899 9.7411 (621) (945) 28,333 4 Next 200 m³ 10³m³ 306,938 29,899 9.7411 (621) (945) 28,333 4 Next 500 m³ 10³m³ 133,899 12,534 9.3606 (260) (396) 11,876 10.00 m³ 10³m³ 91,454 8,241 9.0115 (171) (261) 7,810 10.00 m³ 10³m³ 114,119 9.954 8.7229 (206) (315) 9,434 10.00 m³ 10³m³ 114,119 9.954 8.7229 (206) (315) 9,434 10.00 m³ 10°m³ 114,119 9.9568 (1,836) (2,770) 83,004 10.00 m³ 10°m³ 10°m°	1		bills	3,839,732	85,151	\$22.18	-	3,959	89,110
3 Next 200 m³ 10³m³ 306,938 29,899 9.7411 (621) (945) 28,333 4 Next 200 m³ 10³m³ 133,899 12,534 9.3606 (260) (396) 11,876 5 Next 500 m³ 10³m³ 91,454 8,241 9.0115 (171) (261) 7,816 6 Over 1,000 m³ 10³m³ 114,119 9,954 8.7229 (206) (315) 9,434 7 Delivery Commodity charge - 01 916,727 87,610 9.5568 (1.836) (2,770) 83,004 8 Total Delivery - 01 916,727 172,760 18.8454 (1,836) 1,189 172,114 Gas Transportation 9 Union North West 10³m³ 267,830 12,471 4.6563 (12,425) (1) 45 10 Union North East 10³m³ 659,134 15,637 2.3723 (13,737) (23) 1,877 11 Transportation - 01 926,963 28,108 3.0322 (26,162) (23) 1,922 Storage 12 Union North West 10³m³ 264,872 5,783 2.1832 (1,043) (1,338) 3,402 13 Union North East 10³m³ 651,855 38,645 5.9284 (22,672) (4,508) 11,466 14 Storage - 01 916,727 44,427 4.8463 (23,716) (5,846) 14,866		Monthly Delivery Charge - All Zones							
4 Next 200 m³ 10³m³ 133,899 12,534 9.3606 (260) (396) 11,876 5 Next 500 m³ 10³m³ 91,454 8,241 9.0115 (171) (261) 7,816 6 Over 1,000 m³ 10³m³ 114,119 9.954 8.7229 (206) (315) 9,434 7 Delivery Commodity charge - 01 916,727 87,610 9.5568 (1,836) (2,770) 83,004 8 Total Delivery - 01 916,727 172,760 18.8454 (1,836) 1,189 172,114 Gas Transportation 9 Union North West 10³m³ 267,830 12,471 4.6563 (12,425) (1) 45 10 Union North East 10³m³ 659,134 15,637 2.3723 (13,737) (23) 1,877 11 Transportation - 01 926,963 28,108 3.0322 (26,162) (23) 1,922 Storage 12 Union North West <td< td=""><td>2</td><td></td><td></td><td></td><td></td><td></td><td>(578)</td><td>(853)</td><td>25,550</td></td<>	2						(578)	(853)	25,550
5 Next 500 m³ 10³m³ 91,454 8,241 9.0115 (171) (261) 7,810 6 Over 1,000 m³ 10³m³ 114,119 9.954 8.7229 (206) (315) 9,434 7 Delivery Commodity charge - 01 916,727 87,610 9.5568 (1,836) (2,770) 83,004 8 Total Delivery - 01 916,727 172,760 18.8454 (1,836) 1,189 172,114 Gas Transportation 9 Union North West 10³m³ 267,830 12,471 4.6563 (12,425) (1) 45 10 Union North East 10³m³ 659,134 15,637 2.3723 (13,737) (23) 1,877 11 Transportation - 01 926,963 28,108 3.0322 (26,162) (23) 1,922 Storage 12 Union North West 10°m³ 264,872 5,783 2.1832 (1,043) (1,338) 3,402 13 Union North East 10°m³	3					9.7411	(621)	(945)	28,333
6 Over 1,000 m³ 10³m³ 114,119 9,954 8.7229 (206) (315) 9,434 7 Delivery Commodity charge - 01 916,727 87,610 9.5568 (1,836) (2,770) 83,004 8 Total Delivery - 01 916,727 172,760 18.8454 (1,836) 1,189 172,114 Gas Transportation 9 Union North West 10³m³ 267,830 12,471 4,6563 (12,425) (1) 45 10 Union North East 10³m³ 659,134 15,637 2.3723 (13,737) (23) 1,877 11 Transportation - 01 926,963 28,108 3.0322 (26,162) (23) 1,922 Storage 12 Union North West 10³m³ 264,872 5,783 2.1832 (1,043) (1,338) 3,402 13 Union North East 10³m³ 651,855 38,645 5.9284 (22,672) (4,508) 11,466 14,866 Storage - 01 916,727 44,427 4.8463 (23,716) (5,846) 14,866									11,878
7 Delivery Commodity charge - 01 916,727 87,610 9.5568 (1,836) (2,770) 83,004 8 Total Delivery - 01 916,727 172,760 18.8454 (1,836) 1,189 172,114 Gas Transportation 9 Union North West 10³m³ 267,830 12,471 4.6563 (12,425) (1) 45 10 Union North East 10³m³ 659,134 15,637 2.3723 (13,737) (23) 1,877 11 Transportation - 01 926,963 28,108 3.0322 (26,162) (23) 1,922 Storage 12 Union North West 10³m³ 264,872 5,783 2.1832 (1,043) (1,338) 3,402 13 Union North East 10³m³ 651,855 38,645 5.9284 (22,672) (4,508) 11,464 14 Storage - 01 916,727 44,427 4.8463 (23,716) (5,846) 14,866				. , .	- /		` ,	, ,	7,810
8 Total Delivery - 01 916,727 172,760 18.8454 (1,836) 1,189 172,114 Gas Transportation 9 Union North West 10³m³ 267,830 12,471 4.6563 (12,425) (1) 45 10 Union North East 10³m³ 659,134 15,637 2.3723 (13,737) (23) 1,877 11 Transportation - 01 926,963 28,108 3.0322 (26,162) (23) 1,922 Storage 12 Union North West 10³m³ 264,872 5,783 2.1832 (1,043) (1,338) 3,402 13 Union North East 10³m³ 651,855 38,645 5.9284 (22,672) (4,508) 11,464 14 Storage - 01 916,727 44,427 4.8463 (23,716) (5,846) 14,866			10³m³						9,434
Gas Transportation 9 Union North West 10°m³ 267,830 12,471 4,6563 (12,425) (1) 45 10 Union North East 10°m³ 659,134 15,637 2.3723 (13,737) (23) 1,877 11 Transportation - 01 926,963 28,108 3.0322 (26,162) (23) 1,922 Storage 12 Union North West 10°m³ 264,872 5,783 2.1832 (1,043) (1,338) 3,402 13 Union North East 10°m³ 651,855 38,645 5.9284 (22,672) (4,508) 11,464 14 Storage - 01 916,727 44,427 4.8463 (23,716) (5,846) 14,866	7	Delivery Commodity charge - 01	-	916,727	87,610	9.5568	(1,836)	(2,770)	83,004
9 Union North West 10³m³ 267,830 12,471 4.6563 (12,425) (1) 45 10 Union North East 10³m³ 659,134 15,637 2.3723 (13,737) (23) 1,877 11 Transportation - 01 926,963 28,108 3.0322 (26,162) (23) 1,922 Storage 12 Union North West 10³m³ 264,872 5,783 2.1832 (1,043) (1,338) 3,402 13 Union North East 10³m³ 651,855 38,645 5.9284 (22,672) (4,508) 11,464 14 Storage - 01 916,727 44,427 4.8463 (23,716) (5,846) 14,866	8	Total Delivery - 01	-	916,727	172,760	18.8454	(1,836)	1,189	172,114
10 Union North East 10³m³ 659,134 15,637 2.3723 (13,737) (23) 1,877 11 Transportation - 01 926,963 28,108 3.0322 (26,162) (23) 1,922 Storage		Gas Transportation							
Transportation - 01 926,963 28,108 3.0322 (26,162) (23) 1,922 Storage 12 Union North West 10³m³ 264,872 5,783 2.1832 (1,043) (1,338) 3,402 13 Union North East 10³m³ 651,855 38,645 5.9284 (22,672) (4,508) 11,464 14 Storage - 01 916,727 44,427 4.8463 (23,716) (5,846) 14,866	9	Union North West	10 ³ m ³	267,830	12,471	4.6563	(12,425)	(1)	45
Storage 12 Union North West 10³m³ 264,872 5,783 2.1832 (1,043) (1,338) 3,402 13 Union North East 10³m³ 651,855 38,645 5.9284 (22,672) (4,508) 11,464 14 Storage - 01 916,727 44,427 4.8463 (23,716) (5,846) 14,866	10	Union North East	10 ³ m ³	659,134	15,637	2.3723	(13,737)	(23)	1,877
12 Union North West 10³m³ 264,872 5,783 2.1832 (1,043) (1,338) 3,402 13 Union North East 10³m³ 651,855 38,645 5.9284 (22,672) (4,508) 11,464 14 Storage - 01 916,727 44,427 4.8463 (23,716) (5,846) 14,866	11	Transportation - 01	-	926,963	28,108	3.0322	(26,162)	(23)	1,922
13 Union North East 10³m³ 651,855 38,645 5.9284 (22,672) (4,508) 11,464 14 Storage - 01 916,727 44,427 4.8463 (23,716) (5,846) 14,866		Storage							
14 Storage - 01 916,727 44,427 4.8463 (23,716) (5,846) 14,866	12	Union North West	10³m³	264,872	5,783	2.1832	(1,043)	(1,338)	3,402
	13	Union North East	10³m³	651,855	38,645	5.9284	(22,672)	(4,508)	11,464
15 Total Rate 01 916,727 245,295 26.7577 (51,713) (4,679) 188,902	14	Storage - 01	-	916,727	44,427	4.8463	(23,716)	(5,846)	14,866
	15	Total Rate 01	-	916,727	245,295	26.7577	(51,713)	(4,679)	188,902

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- (3) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (4) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- (5) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 2 of 26

UNION RATE ZONES Derivation of Base Rates Union North In-Franchise Effective January 1, 2023

Adjustments					2023 Base Rates						
Line No.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's)	Price Cap Index (%)	2023 Upstream Transportation (7) (\$000's)	2023 Capital Pass-Through Adjustment (8) (\$000's)	Monthly Customer Charge Adjustment (\$000's)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10³m³) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m³) (o) = (I / n)
	Rate 01 General Service										
1	Monthly Charge Monthly Delivery Charge - All Zones	bills	3,208		-	(3,514)	(572)	88,231	-	3,839,732	\$22.98
2	First 100 m ³	10 ³ m ³	920		578	888	176	28,112	(12,733)	257,584	10.9137
3	Next 200 m ³	10 ³ m ³	1,020		621	984	195	31,153	(14,458)	292,480	10.6513
4	Next 200 m ³	10 ³ m ³	428		260	412	82	13,059	(6,307)	127,592	10.2353
5	Next 500 m ³	10³m³	281		171	271	54	8,587	(4,308)	87,146	9.8536
6	Over 1,000 m ³	10 ³ m ³	340		206	328	65	10,372	(5,375)	108,743	9.5380
7	Delivery Commodity charge - 01		2,988	3.6%	1,836	2,883	572	91,283	(43,181)	873,545	10.4497
8	Total Delivery - 01		6,196	3.6%	1,836	(632)		179,514	(43,181)	873,545	20.5501
	Gas Transportation										
9	Union North West	10 ³ m ³	2		12,425	0		12,472	-	267,830	4.6568
10	Union North East	10 ³ m ³	68		13,737	11		15,693		659,134	2.3808
11	Transportation - 01		69	3.6%	26,162	12		28,165		926,963	3.0384
	Storage										
12	Union North West	10 ³ m ³	122		1,043	1,344	-	5,911	(12,477)	252,395	2.3420
13	Union North East	10 ³ m ³	413		22,672	4,528	-	39,077	(30,705)	621,150	6.2911
14	Storage - 01		535	3.6%	23,716	5,872		44,988	(43,181)	873,545	5.1501
15	Total Rate 01		6,800	3.6%	51,713	5,252		252,668	(43,181)	873,545	28.9244

- Exhibit B, Tab 1, Schedule 1, Section 1.
- 7) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- 8) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- 9) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 13, pp. 2-3, column (c); Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 15, p. 1, column (c).
- (10) Proposed Base Rates excluding certain pass-through, ICM, and Bill 32 unit rates (provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 6).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 3 of 26

UNION RATE ZONES Derivation of Base Rates Union North In-Franchise Effective January 1, 2023

						Adjustments to 2	022 Base Rates	
			Current	Current	Current	2022	2022 Capital	
			Approved	Approved	Approved	Upstream	Pass-Through	
			Forecast	Base Revenue	Base Rates	Transportation	Adjustment	Adjusted
Line		Billing	Usage	(2)	(3)	(4)	(5)	Base Revenue
No.	Particulars	Units	(1)	(\$000's)	(cents / m³)	(\$000's)	(\$000's)	(\$000's)
			(a)	(b)	(c)	(d)	(e)	(f) = (b+d+e)
	Rate 10 General Service							
1	Monthly Charge	bills	24,629	1,821	\$73.92	-	58	1,879
	Monthly Delivery Charge - All Zones							
2	First 1,000 m ³	10³m³	24,190	2,009	8.3042	(49)	(87)	1,873
3	Next 9,000 m ³	10³m³	130,598	8,925	6.8338	(214)	(388)	8,323
4	Next 20,000 m ³	10³m³	83,071	4,979	5.9936	(118)	(216)	4,644
5	Next 70,000 m ³	10³m³	62,987	3,438	5.4575	(81)	(149)	3,207
6	Over 100,000 m ³	10³m³	28,971	993	3.4261	(22)	(43)	927
7	Delivery Commodity charge - 10	-	329,817	20,343	6.1679	(485)	(883)	18,975
8	Total Delivery - 10	-	329,817	22,163	6.7198	(485)	(825)	20,854
	Gas Transportation							
9	Union North West	10 ³ m ³	82,150	3,371	4.1038	(3,369)	0	3
10	Union North East	10³m³	261,380	5,709	2.1841	(5,043)	2	668
11	Transportation - 10	-	343,530	9,080	2.6432	(8,412)	2	670
	Storage							
12	Union North West	10³m³	78,871	1,346	1.7069	(263)	(294)	789
13	Union North East	10³m³	250,946	10,883	4.3368	(6,338)	(1,236)	3,309
14	Storage - 10	-	329,817	12,229	3.7079	(6,601)	(1,530)	4,098
15	Total Rate 10	-	329,817	43,473	13.1808	(15,498)	(2,353)	25,622

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- (3) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (4) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- (5) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 4 of 26

UNION RATE ZONES Derivation of Base Rates Union North In-Franchise Effective January 1, 2023

		A	nnual Adjustments	to 2023 Base Rates	S						
Line No.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's)	Price Cap Index (%)	2023 Upstream Transportation (7) (\$000's)	2023 Capital Pass-Through Adjustment (8) (\$000's)	Customer Charge Adjustment (\$000's)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10³m³) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m³) (o) = (I / n)
	Rate 10 General Service										
1	Monthly Charge Monthly Delivery Charge - All Zones	bills	68		-	(35)	(26)	1,886	-	24,629	\$76.58
2	First 1,000 m ³	10 ³ m ³	67		49	91	5	2,084	(1,665)	22,525	9.2540
3	Next 9,000 m ³	10³m³	300		214	403	21	9,261	(8,987)	121,611	7.6155
4	Next 20,000 m ³	10³m³	167		118	225	-	5,155	(5,717)	77,354	6.6640
5	Next 70,000 m ³	10³m³	115		81	155	-	3,559	(4,335)	58,652	6.0680
6	Over 100,000 m ³	10³m³	33		22	45		1,028	(1,994)	26,977	3.8095
7	Delivery Commodity charge - 10		683	3.6%	485	919	26	21,087	(22,697)	307,120	6.8662
8	Total Delivery - 10		751	3.6%	485	884		22,973	(22,697)	307,120	7.4803
	Gas Transportation										
9	Union North West	10³m³	0		3,369	(0)	-	3,371	-	82,150	4.1039
10	Union North East	10³m³	24		5,043	(2)		5,733		261,380	2.1933
11	Transportation - 10		24	3.6%	8,412	(2)		9,104		343,530	2.6502
	Storage										
12	Union North West	10³m³	28		263	296	-	1,376	(5,428)	73,443	1.8735
13	Union North East	10³m³	119		6,338	1,241		11,008	(17,269)	233,677	4.7106
14	Storage - 10		148	3.6%	6,601	1,537		12,384	(22,697)	307,120	4.0322
15	Total Rate 10		922	3.6%	15,498	2,419		44,461	(22,697)	307,120	14.4768

- Exhibit B, Tab 1, Schedule 1, Section 1.
- (7) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- 8) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- 9) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 13, pp. 2-3, column (c); Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 15, p. 1, column (c).
- (10) Proposed Base Rates excluding certain pass-through, ICM, and Bill 32 unit rates (provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 6).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 5 of 26

UNION RATE ZONES Derivation of Base Rates Union North In-Franchise Effective January 1, 2023

						Adjustments to 2	022 Base Rates	
			Current	Current	Current	2022	2022 Capital	
			Approved	Approved	Approved	Upstream	Pass-Through	
			Forecast	Base Revenue	Base Rates	Transportation	Adjustment	Adjusted
Line		Billing	Usage	(2)	(3)	(4)	(5)	Base Revenue
No.	Particulars	Units	(1)	(\$000's)	(cents / m³)	(\$000's)	(\$000's)	(\$000's)
			(a)	(b)	(c)	(d)	(e)	(f) = (b+d+e)
	Rate 20 Medium Volume Firm Service							
1	Monthly Charge	bills	748	780	\$1,042.67	-	25	805
	Monthly Demand Charge							
2	First 70,000 m ³	10³m³/d	23,260	7,412	31.8679	-	(827)	6,585
3	All over 70,000 m ³	10 ³ m ³ /d	19,701	3,692	18.7399	-	(412)	3,280
	Monthly Commodity Charge							
4	First 852,000 m ³	10³m³	315,670	2,273	0.7202	(80)	(398)	1,796
5	All over 852,000 m ³	10³m³	284,606	1,535	0.5392	(52)	(269)	1,214
6	Delivery (Commodity/Demand)	_	600,276	14,912	2.4842	(132)	(1,906)	12,875
7	Transportation Account Charge	10³m³	460	110	\$239.45			110
8	Total Delivery - 20	-	600,276	15,802	2.6325	(132)	(1,881)	13,790
	Gas Supply Demand Charge							
9	Union North West	10³m³	2,962	1,296	43.7547	(998)	(101)	197
10	Union North East	10³m³	3,911	1,750	44.7367	(1,361)	(133)	255
11	Gas Supply Demand - 20	-	6,873	3,046	44.3135	(2,360)	(233)	453
	Commodity Transportation 1							
12	Union North West	10³m³	28,383	752	2.6479	(660)	-	91
13	Union North East	10³m³	45,073	824	1.8291	(706)		118
14	Commodity Transportation 1 - 20	-	73,456	1,576	2.1455	(1,367)		209
	Commodity Transportation 2							
15	Union North West	10³m³	14,503	-	-	-	-	-
16	Union North East	10³m³	33,976					
17	Commodity Transportation 2 - 20	-	48,479		-			
	Storage (GJ's)							
18	Demand	GJ/d	99,288	1,845	18.587	(1,030)	(154)	662
19	Commodity	GJ	639,477	162	0.254	(33)	(14)	116
20	Gas Supply Transportation - 20	-	121,935	6,629	5.4369	(4,789)	(401)	1,440
21	Total Rate 20	=	600,276	22,432	3.7369	(4,921)	(2,281)	15,230

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- (3) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- (5) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 6 of 26

UNION RATE ZONES Derivation of Base Rates Union North In-Franchise Effective January 1, 2023

Annual Adjustments to 2023 Base Rates											
					2023	2023 Capital			NAC / LRAM		
			Price Cap		Upstream	Pass-Through	Customer	Proposed	Usage	Proposed	Proposed
			Index (6)	Price Cap	Transportation	Adjustment	Charge	Base	Adjustment	Base Rates	Base Rates
Line		Billing	3.6%	Index	(7)	(8)	Adjustment	Revenue	(9)	Forecast	(10)
No.	Particulars	Units	(\$000's)	(%)	(\$000's)	(\$000's)	(\$000's)	(\$000's)	(10 ³ m ³)	Usage	(cents / m³)
			(g)	(h)	(i)	(j)	(k)	(I) = sum(f:k)	(m)	(n) = (a + m)	(o) = (l / n)
	Rate 20 Medium Volume Firm Service										
1	Monthly Charge	bills	29		-	(18)		816	-	748	\$1,090.76
	Monthly Demand Charge										
2	First 70,000 m ³	10³m³/d	237		-	837		7,659	-	23,260	32.9290
3	All over 70,000 m³ Monthly Commodity Charge	10³m³/d	118		-	417		3,815	-	19,701	19.3639
4	First 852,000 m ³	10 ³ m ³	65		80	403		2,343	(195)	315,475	0.7426
5	All over 852,000 m ³	10 ³ m ³	44		52	272		1,581	(176)	284,430	0.5560
6	Delivery (Commodity/Demand)		463	3.6%	132	1,928		15,398	(371)	599,904	2.5668
7	Transportation Account Charge	10 ³ m ³	4			-		114		460	\$248.07
8	Total Delivery - 20		496	3.6%	132	1,910		16,328	(371)	599,904	2.7218
	Gas Supply Demand Charge										
9	Union North West	10³m³	7		998	101	-	1,304	-	2,962	44.0086
10	Union North East	10³m³	9		1,361	133		1,759		3,911	44.9861
11	Gas Supply Demand - 20		16	3.6%	2,360	234		3,063		6,873	44.5649
	Commodity Transportation 1		_								
12	Union North West	10³m³	3		660	-	-	755	-	28,383	2.6595
13	Union North East	10³m³	4		706			829		45,073	1.8385
14	Commodity Transportation 1 - 20		8	3.6%	1,367			1,584		73,456	2.1557
	Commodity Transportation 2	402.2								44.500	
15	Union North West Union North East	10³m³	-		-	-	-	-	-	14,503	-
16		10³m³		0.0%						33,976	
17	Commodity Transportation 2 - 20			0.0%						48,479	
18	Storage (GJ's) Demand	GJ/d	24		1,030	155		1,870		99,288	18.835
	Commodity	GJ/d GJ	4		1,030		-	1,870	-	639,477	0.261
19 20	Gas Supply Transportation - 20	GJ	52	3.6%	4,789	14 402		6,683		121,935	5.4809
20	,										
21	Total Rate 20		548	3.6%	4,921	2,312		23,011	(371)	599,904	3.8358

- (6) Exhibit B, Tab 1, Schedule 1, Section 1.
- 7) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- 8) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 13, pp. 2-3, column (c); Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 15, p. 1, column (c).
- (10) Proposed Base Rates excluding certain pass-through, ICM, and Bill 32 unit rates (provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 6).

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<u>UNION RATE ZONES</u> Derivation of Base Rates Union North In-Franchise <u>Effective January 1, 2023</u>

						Adjustments to 2	022 Base Rates	
Line No.	Particulars	Billing Units	Current Approved Forecast Usage (1) (a)	Current Approved Base Revenue (2) (\$000's)	Current Approved Base Rates (3) (cents / m³)	2022 Upstream Transportation (4) (\$000's)	2022 Capital Pass-Through Adjustment (5) (\$000's)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
			(-)	(-)	(-)	(-)	(-)	(*) (= = =)
	Rate 25 Large Volume Interruptible Service							
1	Monthly Charge	bills	842	295	\$350.19	-	36	331
2	Monthly Delivery Charge	10³m³	159,555	4,990	3.1274	-	(467)	4,523
3	Transportation Account Charge	bills	36	9	\$239.45			9
4	Total Delivery - 25	-	159,555	5,293	3.3176		(431)	4,862
5	Gas Supply Transportation	10³m³	42,913	519	1.2087	(502)	4	21
6	Total Rate 25	=	159,555	5,812	3.6427	(502)	(427)	4,883
7	Rate 100 Large Volume Firm Service Monthly Charge	bills	226	351	\$1,553.83	-	12	364
8	Demand	10³m³/d	71,975	12,415	17.2497	-	(1,869)	10,546
9	Commodity	10°111'/d 10°m°	1,814,933	4,550	0.2507	(9)	(623)	3,918
10	Delivery (Commodity/Demand)	10-111-	1,814,933	17,317	0.2507	(9)	(2,492)	14,816
11	Transportation Account Charge	bills	226	54	\$239.45	(9)	(2,492)	54
12	Total Delivery - 100	Dills _	1,814,933	17,371	0.9571	(9)	(2,480)	14,882
	,	-				(-7	() /	
	Gas Supply Demand Charge							
13	Union North West	10³m³	-	-	79.9636	-	-	-
14	Union North East	10 ³ m ³	-	-	120.1986	-	-	-
	Commodity Transportation 1							
15	Union North West	10³m³	-	-	4.4856	-	-	-
16	Union North East	10³m³	-	-	6.8739	-	-	-
	Commodity Transportation 2							
17	Union North West	10³m³	-	-	-	-	-	-
18	Union North East	10³m³	-	-	-	-	-	-
	Storage (GJ's)							
19	Demand	GJ/d	15,600	290	18.587	(162)	(24)	104
20	Commodity	GJ	100,000	25	0.254	` (5)	(2)	18
21	Gas Supply - 100	-	-	315	-	(167)	(26)	122
22	Total Rate 100	-	1,814,933	17,686	0.9745	(176)	(2,506)	15,004

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- 2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- B) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (4) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- 5) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

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UNION RATE ZONES Derivation of Base Rates Union North In-Franchise Effective January 1, 2023

	Annual Adjustments to 2023 Base Rates										
Line No.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's)	Price Cap Index (%) (h)	2023 Upstream Transportation (7) (\$000's)	2023 Capital Pass-Through Adjustment (8) (\$000's)	Customer Charge Adjustment (\$000's) (k)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10³m³) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m²) (o) = (I / n)
1 2 3 4 5 6	Rate 25 Large Volume Interruptible Service Monthly Charge Monthly Delivery Charge Transportation Account Charge Total Delivery - 25 Gas Supply Transportation Total Rate 25	bills 10³m³ bills 10³m³	12 163 0 175 1 1 176	3.6%	502 502	(33) 475 - 442 (4) 438		310 5,160 9 5,479 519 5,999		842 159,555 36 159,555 42,913 159,555	\$368.56 3.2341 \$248.07 3.4342 1.2105 3.7598
7	Rate 100 Large Volume Firm Service Monthly Charge	bills	13		-	(10)		366	-	226	\$1,620.86
8 9 10 11 12	Demand Commodity Delivery (Commodity/Demand) Transportation Account Charge Total Delivery - 100	10³m³/d 10³m³ bills	380 141 534 2 536	3.6%	9 9 - 9	1,874 625 2,499 2,489		12,800 4,693 17,859 56 17,915	(4,974) (4,974) - (4,974)	71,975 1,809,958 1,809,958 226 1,809,958	17.7842 0.2593 0.9867 \$248.07 0.9898
13 14	Gas Supply Demand Charge Union North West Union North East	10³m³ 10³m³	- -			-	-		-	:	75.2744 114.0459
15 16	Commodity Transportation 1 Union North West Union North East	10³m³ 10³m³	- -		- -		į.	- -		-	4.2342 6.5400
17 18	Commodity Transportation 2 Union North West Union North East	10³m³ 10³m³	- -		-	-	:			-	-
19 20 21	Storage (GJ's) Demand Commodity Gas Supply - 100	GJ/d GJ	4 1 4	3.6%	162 5 167	24 2 26	- - -	294 26 320	- - -	15,600 100,000 -	18.835 0.261
22	Total Rate 100		540	3.6%	176	2,515		18,235	(4,974)	1,809,958	1.0075

- Exhibit B, Tab 1, Schedule 1, Section 1.
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- (9) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 13, pp. 2-3, column (c), Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 15, p. 1, column (c).
- (10) Proposed Base Rates excluding certain pass-through, ICM, and Bill 32 unit rates (provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 6).

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UNION RATE ZONES Derivation of Base Rates Union South In-Franchise Effective January 1, 2023

Line No.	Particulars	Billing Units	Current Approved Forecast Usage (1) (a)	Current Approved Base Revenue (2) (\$000's)	Current Approved Base Rates (3) (cents / m³)	Adjustments to 2 2022 Upstream Transportation (4) (\$000's)	2022 Base Rates 2022 Capital Pass-Through Adjustment (5) (\$000's)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
	M1							
1	Monthly Charge Monthly Delivery Commodity Charge	bills	12,706,802	281,788	\$22.18	-	6,888	288,676
2	First 100 m ³	10 ³ m ³	869,725	39,881	4.5855	-	(2,940)	36,941
3	Next 150 m ³	10³m³	772,291	33,704	4.3641	-	(2,485)	31,219
4	All over 250 m ³	10 ³ m ³	1,245,640	47,238	3.7923	-	(3,483)	43,756
5	Total Delivery - M1	-	2,887,656	402,612	13.9425		(2,020)	400,592
6	Storage	10³m³	2,887,656	24,080	0.8339	-	434	24,514
7	Total Rate M1	-	2,887,656	426,692	14.7764		(1,586)	425,106
	M2							
8	Monthly Charge Monthly Delivery Commodity Charge	bills	81,451	6,021	\$73.92	-	220	6,241
9	First 1.000 m ³	10 ³ m ³	58,676	2,491	4.2459	_	(179)	2,312
10	Next 6.000 m ³	10 ³ m ³	285,552	11,911	4.1712	_	(858)	11,053
11	Next 13,000 m ³	10 ³ m ³	322,659	12,661	3.9240	-	(912)	11,749
12	All over 20,000 m ³	10 ³ m ³	412,212	15,077	3.6576	-	(1,086)	13,991
13	Total Delivery - M2	-	1,079,100	48,161	4.4631		(2,815)	45,346
14	Storage	10³m³	1,079,100	8,189	0.7589	-	148	8,338
15	Total Rate M2	- =	1,079,100	56,351	5.2220		(2,667)	53,684

- EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- (3) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- (5) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

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UNION RATE ZONES Derivation of Base Rates Union South In-Franchise Effective January 1, 2023

			Aı	nnual Adjustments	to 2023 Base Rates		_				
			Price Cap		2023 Upstream	2023 Capital Pass-Through	Customer	Proposed	NAC / LRAM Usage	Proposed	Proposed
			Index (6)	Price Cap	Transportation	Adjustment	Charge	Base	Adjustment	Base Rates	Base Rates
Line		Billing	3.6%	Index	(7)	(8)	Adjustment	Revenue	(9)	Forecast	(10)
No.	Particulars	Units	(\$000's)	(%)	(\$000's)	(\$000's)	(\$000's)	(\$000's)	(10 ³ m ³)	Usage	(cents / m³)
			(g)	(h)	(i)	(j)	(k)	(I) = sum(f:k)	(m)	(n) = (a + m)	(o) = (I / n)
	M1										
1	Monthly Charge	bills	10,392		-	(5,901)	(1,185)	291,983	-	12,706,802	\$22.98
	Monthly Delivery Commodity Charge										
2	First 100 m ³	10³m³	1,330		-	2,946	391	41,608	(31,232)	838,493	4.9623
3	Next 150 m ³	10³m³	1,124		-	2,490	330	35,163	(27,733)	744,558	4.7227
4	All over 250 m³	10³m³	1,575			3,490	463	49,284	(44,732)	1,200,909	4.1039
5	Total Delivery - M1		14,421	3.6%		3,025		418,038	(103,697)	2,783,959	15.0160
6	Storage	10³m³	883		-	(270)		25,127	(103,697)	2,783,959	0.9025
7	Total Rate M1		15,304	3.6%		2,755		443,165	(103,697)	2,783,959	15.9185
	M2										
8	Monthly Charge	bills	225		_	(189)	(38)	6,238	_	81,451	\$76.58
Ü	Monthly Delivery Commodity Charge	55	220			(100)	(00)	0,200		01,101	ψ. σ.σσ
9	First 1,000 m ³	10³m³	83		-	180	7	2,582	(4,084)	54,593	4.7294
10	Next 6,000 m ³	10³m³	398		-	861	32	12,344	(19,874)	265,677	4.6462
11	Next 13,000 m ³	10³m³	423		-	916	-	13,088	(22,457)	300,202	4.3596
12	All over 20,000 m ³	10³m³	504		-	1,090	-	15,585	(28,690)	383,522	4.0637
13	Total Delivery - M2		1,632	3.6%		2,858	(0)	49,836	(75,105)	1,003,995	4.9638
14	Storage	10³m³	300		-	(92)		8,545	(75,105)	1,003,995	0.8511
15	Total Rate M2		1,933	3.6%		2,765	(0)	58,381	(75,105)	1,003,995	5.8149

- (6) Exhibit B, Tab 1, Schedule 1, Section 1.
- (7) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- 8) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- 29) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 13, pp. 2-3, column (c); Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 15, p. 1, column (c).
- (10) Proposed Base Rates excluding certain pass-through, ICM, and Bill 32 unit rates (provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 6).

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UNION RATE ZONES Derivation of Base Rates Union South In-Franchise Effective January 1, 2023

Line No.	Particulars	Billing Units	Current Approved Forecast Usage (1)	Current Approved Base Revenue (2) (\$000's)	Current Approved Base Rates (3) (cents / m³)	Adjustments to 2 2022 Upstream Transportation (4) (\$000's) (d)	2022 Base Rates 2022 Capital Pass-Through Adjustment (5) (\$000's)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
	M4 Firm Commercial/Industrial Contract Rate							
	Monthly Demand Charge							
1	First 8,450 m³	10³m³/d	12,905	6,764	52.4101	-	(816)	5,948
2	Next 19,700 m ³	10³m³/d	7,864	1,848	23.4994	-	(223)	1,625
3	All over 28,150 m ³	10³m³/d	4,507	890	19.7427	-	(107)	783
	Monthly Delivery Commodity Charge							
4	First Block	10³m³	282,341	4,926	1.7448	-	(756)	4,171
5	All remaining use	10³m³	6,076	53	0.8762	-	(8)	45
6	Total Rate M4	=	288,417	14,481	5.0209		(1,910)	12,571
	M5A Interruptible Commercial/Industrial Contract Rate Firm contracts							
7	Monthly Demand Charge	10³m³/d	626	170	27.2469	-	(9)	161
8	Monthly Delivery Commodity Charge	$10^3 m^3$	14,034	325	2.3147	-	3	328
9	Total Delivery - Firm M5A	-	14,034	495	3.5292		(6)	489
	Interruptible contracts							
10	Monthly Charge	bills	1,692	1,228	\$725.48	-	53	1,281
11	Delivery Commodity Charge (Avg Price)	$10^3 m^3$	417,944	10,405	2.4896	-	295	10,700
12	Total Delivery -Interruptible M5A	-	417,944	11,633	2.7833		348	11,981
13	Total Rate M5A	-	431,978	12,128	2.8075		342	12,470

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- (3) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- (5) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

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UNION RATE ZONES Derivation of Base Rates Union South In-Franchise Effective January 1, 2023

			Ar	Annual Adjustments to 2023 Base Rates							
Line No.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's)	Price Cap Index (%)	2023 Upstream Transportation (7) (\$000's)	2023 Capital Pass-Through Adjustment (8) (\$000's)	Customer Charge Adjustment (\$000's) (k)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10³m³) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m³) (o) = (I / n)
	M4 Firm Commercial/Industrial Contract Rate Monthly Demand Charge										
1	First 8,450 m³	10 ³ m ³ /d	214		-	794		6,956	_	12,905	53.8998
2	Next 19,700 m ³	10³m³/d	59		-	217		1,900	-	7,864	24.1673
3	All over 28,150 m ³	10³m³/d	28		-	104		915	-	4,507	20.3039
	Monthly Delivery Commodity Charge										
4	First Block	10³m³ 10³m³	150		-	735		5,056	(13,205)	269,136	1.8787
5	All remaining use	10°m°	2		-	8		55	(284)	5,792	0.9434
6	Total Rate M4		453	3.6%	-	1,859		14,882	(13,489)	274,928	5.4132
	M5A Interruptible Commercial/Industrial Contract Rate										
	Firm contracts										
7	Monthly Demand Charge	10³m³/d	6		-	9		176	-	626	28.1123
8	Monthly Delivery Commodity Charge	10³m³	12			(3)		337	(157)	13,877	2.4260
9	Total Delivery - Firm M5A		18	3.6%		5		513	(157)	13,877	3.6933
	Interruptible contracts										
10	Monthly Charge	bills	46		_	(48)		1,279		1,692	\$755.88
11	Delivery Commodity Charge (Avg Price)	10 ³ m ³	385		-	(250)		10,835	(4,663)	413,281	2.6217
12	Total Delivery -Interruptible M5A	- "	431	3.6%		(298)		12,114	(4,663)	413,281	2.9312
13	Total Rate M5A		449	3.6%		(293)		12,627	(4,820)	427,158	2.9559

- (6) Exhibit B, Tab 1, Schedule 1, Section 1.
- (7) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- 8) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- 9) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 13, pp. 2-3, column (c); Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 15, p. 1, column (c).
- (10) Proposed Base Rates excluding certain pass-through, ICM, and Bill 32 unit rates (provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 6).

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UNION RATE ZONES Derivation of Base Rates Union South In-Franchise Effective January 1, 2023

Line No.	Particulars	Billing Units	Current Approved Forecast Usage (1)	Current Approved Base Revenue (2) (\$000's)	Current Approved Base Rates (3) (cents / m³)	Adjustments to 2 2022 Upstream Transportation (4) (\$000's) (d)	2022 Base Rates 2022 Capital Pass-Through Adjustment (5) (\$000's)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
1 2 3	M7 Special Large Volume Contract Rate Firm Contracts Monthly Demand Charge Monthly Delivery Commodity Charge Total Delivery - Firm M7	10³m³/d 10³m³ _ -	14,220 113,614 113,614	3,795 621 4,417	26.6912 0.5468 3.8875	<u>-</u>	(609) 0 (609)	3,187 622 3,808
4 5	Interruptible / Seasonal Contracts Monthly Delivery Commodity Charge Total Rate M7	10³m³ - =	3,712 117,326	37 4,454	1.0100 3.7965	<u> </u>	(605)	3,850
6 7 8	M9 Large Wholesale Service Monthly Demand Charge Monthly Delivery Commodity Charge Total Rate M9	10³m³/d 10³m³ =	3,993 60,750 60,750	805 229 1,034	20.1633 0.3775 1.7027		(122) 0 (121)	683 230 913
9 10	M10 Small Wholesale Service Monthly Delivery Commodity Charge Total Rate M10	10³m³ - =	189 189	14	7.5600 7.5600	<u> </u>	(3)	11

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- 2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- (3) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (4) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- (5) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

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UNION RATE ZONES Derivation of Base Rates Union South In-Franchise Effective January 1, 2023

Annual Adjustments to 2023 Base Rates											
Line No.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's)	Price Cap Index (%) (h)	Upstream Transportation (7) (\$000's)	2023 Capital Pass-Through Adjustment (8) (\$000's)	Customer Charge Adjustment (\$000's)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10³m³) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m³) (o) = (I / n)
1 2 3	M7 Special Large Volume Contract Rate Firm Contracts Monthly Demand Charge Monthly Delivery Commodity Charge Total Delivery - Firm M7	10³m³/d 10³m³	115 22 137	3.6%	- - -	601 (0) 601		3,902 644 4,546	(10,229) (10,229)	14,220 103,385 103,385	27.4431 0.6225 4.3972
4	Interruptible / Seasonal Contracts Monthly Delivery Commodity Charge	10³m³	1		-	(4)		39	(334)	3,378	1.1693
5	Total Rate M7		139	3.6%		597		4,586	(10,564)	106,762	4.2951
6 7 8	M9 Large Wholesale Service Monthly Demand Charge Monthly Delivery Commodity Charge Total Rate M9	10³m³/d 10³m³	25 8 33	3.6%	<u>:</u>	123 (0) 123		831 238 1,069	<u>.</u>	3,993 60,750 60,750	20.8112 0.3911 1.7589
9	M10 Small Wholesale Service Monthly Delivery Commodity Charge	10³m³	0			3		15	-	189	7.8147
10	Total Rate M10		0	3.6%		3		15		189	9.9311

- (6) Exhibit B, Tab 1, Schedule 1, Section 1.
- 7) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 13, pp. 2-3, column (c); Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 15, p. 1, column (c).
- (10) Proposed Base Rates excluding certain pass-through, ICM, and Bill 32 unit rates (provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 6).

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UNION RATE ZONES Derivation of Base Rates Union South In-Franchise Effective January 1, 2023

Line No.	Particulars	Billing Units	Current Approved Forecast Usage (1) (a)	Current Approved Base Revenue (2) (\$000's) (b)	Current Approved Base Rates (3) (cents / m³)	Adjustments to 2 2022 Upstream Transportation (4) (\$000's)	2022 Base Rates 2022 Capital Pass-Through Adjustment (5) (\$000's)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
	T1 Storage and Transportation							
	Storage (\$/GJ's)							
	Demand:							
	Firm injection / withdrawal							
1	Union provides deliverability inventory	GJ/d/mo.	492,360	1,013	2.057	-	(7)	1,006
2	Customer provides deliverability inventory	GJ/d/mo.	166,800	236	1.415	-	(2)	234
3	Incremental firm injection right	GJ/d/mo. GJ/d/mo.	- 62.244	- 82	1.415 1.415	-	-	- 82
5	Interruptible Space	GJ/d/mo.	22,396,680	82 266	0.012	-	- 11	82 277
6	Commodity (Customer Provides)	GJ/d/IIIo. GJ	2,750,300	33	0.012	-	0	33
7	Commodity (Union Provides)	GJ	2,730,300	-	0.012		-	-
8	Customer supplied fuel	GJ	16,442	57	0.040			57
o	Castomer supplied rasi		10,442	O1			_	O1
	Transportation (cents/ m3)						-	
	Demand						-	
9	First 28,150 m ³	10 ³ m ³ /d/mo.	12,448	3,931	31.5750	-	(586)	3,345
10	Next 112,720 m ³	10 ³ m ³ /d/mo.	13,002	2,836	21.8148	-	(423)	2,413
	Commodity						-	
	Firm						-	
11	All Volumes	10³m³	443,677	370	0.0834	-	4	374
12	Interruptible	10 ³ m ³	57,811	761	1.3157	-	18	779
13	Monthly Charges	Meter/mo.	528	1,095	\$2,074.16	-	25	1,120
14	Customer supplied fuel	10³m³	2,979	267	-	-	-	267
15	Total Rate T1	_	501,488	10,946	2.1826		(959)	9,986

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- (3) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (4) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- (5) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

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UNION RATE ZONES
Derivation of Base Rates
Union South In-Franchise
Effective January 1, 2023

		Annual Adjustments to 2023 Base Rates									
Line No.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's)	Price Cap Index (%) (h)	Upstream Transportation (7) (\$000's)	2023 Capital Pass-Through Adjustment (8) (\$000's)	Customer Charge Adjustment (\$000's)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10³m³) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m³) (o) = (I / n)
	T1 Storage and Transportation Storage (\$/GJ's) Demand: Firm injection / withdrawal										
1	Union provides deliverability inventory	GJ/d/mo.	36		_	10		1,052	_	492,360	2.115
2	Customer provides deliverability inventory	GJ/d/mo.	8		-	3		246	-	166,800	1.473
3	Incremental firm injection right	GJ/d/mo.	-		-	-		-	-	-	1.473
4	Interruptible	GJ/d/mo.	3		-	-		85	-	62,244	1.473
5	Space	GJ/d/mo.	10		-	(10)		277	-	22,396,680	0.012
6	Commodity (Customer Provides)	GJ	1		-	(0)		34	-	2,750,300	0.012
7	Commodity (Union Provides)	GJ	-		-	-		-	-	-	0.049
8	Customer supplied fuel	GJ	2		-	-		59	-	16,442	-
	Transportation (cents/ m3) Demand							-			
9	First 28,150 m ³	10 ³ m ³ /d/mo.	120		-	561		4,026	-	12,448	32.3445
10	Next 112,720 m ³	10 ³ m ³ /d/mo.	87		-	405		2,905	-	13,002	22.3465
	Commodity Firm										
11	All Volumes	10³m³	13		-	(4)		383	(1,087)	442,591	0.0866
12	Interruptible	10³m³	28		-	(16)		791	(142)	57,669	1.3713
13	Monthly Charges	Meter/mo.	40		-	(22)		1,138	-	528	\$2,155.61
14	Customer supplied fuel	10³m³	10		-	-		276	-	2,979	-
15	Total Rate T1		360	3.6%		928		11,274	(1,228)	500,260	2.2535

- (6) Exhibit B, Tab 1, Schedule 1, Section 1.
-) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- 9) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 13, pp. 2-3, column (c); Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 15, p. 1, column (c).
- 10) Proposed Base Rates excluding certain pass-through, ICM, and Bill 32 unit rates (provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 6).

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UNION RATE ZONES Derivation of Base Rates Union South In-Franchise Effective January 1, 2023

Line No.	Particulars	Billing Units	Current Approved Forecast Usage (1) (a)	Current Approved Base Revenue (2) (\$000's) (b)	Current Approved Base Rates (3) (cents / m³)	Adjustments to 2 2022 Upstream Transportation (4) (\$000's) (d)	2022 Base Rates 2022 Capital Pass-Through Adjustment (5) (\$000's)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
	T2 Storage and Transportation							
	Storage (\$/GJ's)							
	Demand:							
4	Firm injection / withdrawal Union provides deliverability inventory	GJ/d/mo.	1.516.920	3,120	2.057		(20)	3.100
2	Customer provides deliverability inventory	GJ/d/mo.	1,336,556	1,891	1.415	-	(18)	1,874
3	Incremental firm injection right	GJ/d/mo.	1,330,330	1,091	1.415		(10)	1,074
4	Interruptible	GJ/d/mo.	415.704	543	1.415	_	_	543
5	Space	GJ/d/mo.	106,645,056	1.266	0.012	_	52	1,318
6	Commodity (Customer Provides)	GJ	7,869,782	113	0.012	-	1	115
7	Commodity (Union Provides)	GJ	-	-	0.048	-	-	-
8	Customer supplied fuel	GJ	47,061	164	-	-	-	164
							-	
	Transportation (cents/ m3)						-	
	Demand	4022/1/	10.074	40.440	00.0447		(0.770)	40.044
9 10	First 140,870 m³ All Over 140,870 m³	10 ³ m ³ /d/mo. 10 ³ m ³ /d/mo.	49,971 167,088	13,113 23,193	26.2417 13.8806	-	(2,772)	10,341 18,290
10	Commodity	10-111-/4/1110.	107,000	23,193	13.0000	-	(4,903)	10,290
	Firm							
11	All Volumes	10³m³	4,256,786	377	0.0088	_	4	381
12	Interruptible	10 ³ m ³	337,474	3,543	1.0499	_	90	3,633
13	Monthly Charges	Meter/mo.	444	2,886	\$6,500.02	-	131	3,017
14	Customer supplied fuel	10³m³	23,922	2,023	-	-	-	2,023
15	Total Rate T2	-	4,594,260	52,232	1.1369		(7,434)	44,799
		=	.,,	02,202			(7,101)	11,100

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- (3) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (4) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- (5) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

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UNION RATE ZONES Derivation of Base Rates Union South In-Franchise Effective January 1, 2023

			Annual Adjustments to 2023 Base Rates								
Line No.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's)	Price Cap Index (%)	Upstream Transportation (7) (\$000's)	2023 Capital Pass-Through Adjustment (8) (\$000's)	Customer Charge Adjustment (\$000's)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10³m³) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m³) (0) = (I / n)
	T2 Storage and Transportation Storage (\$/GJ's) Demand: Firm injection / withdrawal										
1	Union provides deliverability inventory	GJ/d/mo.	112		-	31		3,242	-	1,516,920	2.115
2	Customer provides deliverability inventory	GJ/d/mo.	67		-	27		1,968	-	1,336,556	1.473
3	Incremental firm injection right	GJ/d/mo.	-		-	-		-	-	-	1.473
4	Interruptible	GJ/d/mo.	20		-	-		563	-	415,704	1.473
5	Space	GJ/d/mo.	47		-	(46)		1,319	-	106,645,056	0.012
6	Commodity (Customer Provides)	GJ	4		-	(1)		117	-	7,869,782	0.012
7	Commodity (Union Provides)	GJ	-		-	-		-	-	-	0.049
8	Customer supplied fuel	GJ	6		-	-		169	-	47,061	-
	Transportation (cents/ m3) Demand										
9	First 140,870 m ³	10 ³ m ³ /d/mo.	372		-	2,620		13,334	-	49,971	26.6828
10	All Over 140,870 m ³	10 ³ m ³ /d/mo.	658		-	4,634		23,583	-	167,088	14.1139
	Commodity Firm										
11	All Volumes	10³m³	14		-	(4)		390	(6,708)	4,250,078	0.0092
12	Interruptible	10³m³	131		-	(76)		3,688	(532)	336,942	1.0944
13	Monthly Charges	Meter/mo.	109		-	(105)		3,021	-	444	\$6,803.81
14	Customer supplied fuel	10³m³	73		-	-		2,096	-	23,922	-
15	Total Rate T2		1,613	3.6%		7,079		53,490	(7,239)	4,587,020	1.1661

- (6) Exhibit B, Tab 1, Schedule 1, Section 1.
-) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- 9) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 13, pp. 2-3, column (c); Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 15, p. 1, column (c).
- 10) Proposed Base Rates excluding certain pass-through, ICM, and Bill 32 unit rates (provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 6).

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UNION RATE ZONES Derivation of Base Rates Union South In-Franchise Effective January 1, 2023

Line No.	Particulars	Billing Units	Current Approved Forecast Usage (1)	Current Approved Base Revenue (2) (\$000's)	Current Approved Base Rates (3) (cents / m³)	Adjustments to 2 2022 Upstream Transportation (4) (\$000's)	2022 Base Rates 2022 Capital Pass-Through Adjustment (5) (\$000's)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
	Т3							
	Storage (\$/GJ's)							
	Demand:							
1	Firm injection / withdrawal Union provides deliverability inventory	GJ/d/mo.			2.057			
2	Customer provides deliverability inventory	GJ/d/mo.	679,320	961	1.415	-	(9)	952
3	Incremental firm injection right	GJ/d/mo.	073,320	-	1.415	-	(3)	-
4	Interruptible	GJ/d/mo.	_	_	1.415	_	_	_
5	Space	GJ/d/mo.	36,614,256	452	0.012	-	18	470
6	Commodity (Customer Provides)	GJ	4,459,672	36	0.012	-	1	37
7	Commodity (Union Provides)	GJ	-	-	0.048	-	-	-
8	Customer supplied fuel	GJ	26,668	93	-	-	-	93
	Transportation (cents/ m3)							
9	Demand	10 ³ m ³ /d/mo.	28,200	3,910	13.8641	-	(900)	3,010
10	Commodity	10³m³	272,712	31	0.0115	-	0	32
11	Monthly Charges	Meter/mo.	12	262	\$21,833.55	-	7	269
12	Customer supplied fuel	10³m³	1,972	154	-	-	-	154
13	Total Rate T3	=	272,712	5,899	2.1630		(883)	5,016
	Gas Supply Admin Charge			7,108		-	60	7,169
14	Total In-franchise			926,036		(72,810)	(28,010)	825,216

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- 2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- (3) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (4) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- (5) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 20 of 26

UNION RATE ZONES Derivation of Base Rates Union South In-Franchise Effective January 1, 2023

	Annual Adjustments to 2023 Base Rates										
Line No.	<u>Particulars</u>	Billing Units	Price Cap Index (6) 3.6% (\$000's)	Price Cap Index (%)	2023 Upstream Transportation (7) (\$000's)	2023 Capital Pass-Through Adjustment (8) (\$000's)	Customer Charge Adjustment (\$000's)	Proposed Base Revenue (\$000's) (I) = sum(f.k)	NAC / LRAM Usage Adjustment (9) (10³m³) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m³) (o) = (I / n)
	T3										
	Storage (\$/GJ's)										
	Demand:										
1	Firm injection / withdrawal Union provides deliverability inventory	GJ/d/mo.	_			_		_	_		2.115
2	Customer provides deliverability inventory	GJ/d/mo.	34		-	14		1,000	-	679,320	1.473
3	Incremental firm injection right	GJ/d/mo.	-		-	-		-	-	-	1.473
4	Interruptible	GJ/d/mo.	-		-	-		-	-	-	1.473
5	Space	GJ/d/mo.	17		-	(16)		471	-	36,614,256	0.012
6	Commodity (Customer Provides)	GJ	1		-	(1)		37	-	4,459,672	0.012
/ 8	Commodity (Union Provides) Customer supplied fuel	GJ GJ	3		-	-		- 96	-	26,668	0.049
0	Customer supplied fuel	GJ	3		-	-		90	-	20,000	-
	Transportation (cents/ m3)										
9	Demand	10 ³ m ³ /d/mo.	108		-	898		4,016	-	28,200	14.2420
10	Commodity	10³m³	1		-	(0)		33	-	272,712	0.0119
11	Monthly Charges	Meter/mo.	10		-	(6)		272	-	12	\$22,703.73
12	Customer supplied fuel	10³m³	6		-	-		160	-	1,972	-
13	Total Rate T3		181	3.6%		889		6,085		272,712	2.2313
	Gas Supply Admin Charge		258		-	(59)	-	7,367			
14	Total In-franchise		29,708		72,810	29,581	(0)	957,315			

- (6) Exhibit B, Tab 1, Schedule 1, Section 1.
- (7) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 13, pp. 2-3, column (c); Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 15, p. 1, column (c).
- (10) Proposed Base Rates excluding certain pass-through, ICM, and Bill 32 unit rates (provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 6).

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UNION RATE ZONES Derivation of Base Rates Union South Ex-Franchise Effective January 1, 2023

Line No.	Particulars	Billing Units	Current Approved Forecast Usage (1)	Current Approved Base Revenue (2) (\$000's)	Current Approved Base Rates (3) (\$/ GJ)	2022 Upstream Transportation (\$000's)	2021 Base Rates 2022 Capital Pass-Throughs Adjustment (4) (\$000's)	Adjusted Base Revenue (\$000's)
			(a)	(b)	(c)	(d)	(e)	(f) = (b+d+e)
	M12 Transportation Service							
	Demand:							
	Dawn to Kirkwall							
1	- 12 months	GJ/d/mo	419,318	17,610	3.130	-	(4,732)	12,879
2	- 10 months	GJ/d/mo	304,563	9,534	3.130	-	(2,562)	6,972
3	- 2 months	GJ/d/mo	18,365	115	3.130	-	(31)	84
4	- F24-T - 12 months	GJ/d/mo	49,500	44	0.074	-	-	44
	Dawn to Parkway							
5	- 12 months	GJ/d/mo	4,221,865	200,500	3.689	-	(84,403)	116,097
6	- 10 months	GJ/d/mo	65,000	2,398	3.689	-	(635)	1,763
7	- 3 months	GJ/d/mo	2,000	22	3.689	-	(6)	16
8	- F24-T - 12 months	GJ/d/mo	307,000	348	0.074	-	-	348
	M12-X Easterly (between Dawn, Kirkwall and Parkway)						-	
9	- 12 months	GJ/d/mo	391,011	17,311	3.689	-	(4,585)	12,725
	M12-X Westerly (between Dawn, Kirkwall and Parkway)						-	
10	- 12 months	GJ/d/mo	391,011	4,085	0.871		(995)	3,091
	Kirkwall to Parkway		,	,			-	.,
11	- 12 months	GJ/d/mo	209,652	1,406	0.559	-	(937)	469
12	- 2 months	GJ/d/mo	174,752	195	0.559	-	(48)	148
							-	
	Fuel and Commodity Charges: Fuel						-	
13	Easterly - Providing Own Fuel	GJ	705,499,899	24,689		_	-	24,689
14	Westerly - Providing Own Fuel	GJ	5,936,749	53		-	-	53
15	Total Rate M12		711,436,648	278,311			(98,932)	179,378
								,5,0

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- 3) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (4) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

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UNION RATE ZONES Derivation of Base Rates Union South Ex-Franchise Effective January 1, 2023

				Adjustments to	2022 Base Rates						
Line No.	Particulars	Billing Units	Price Cap Index (5) 3.6% (\$000's)	Price Cap Index (%)	2023 Upstream Transportation (\$000's)	2023 Capital Pass-Throughs Adjustment (6) (\$000's)	Monthly Customer Charge Adjustment (\$000's)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	Demand Adjustment (GJ/d/mo) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (7) (\$/ GJ) (0) = (I / n)
			(9)	(h)	(1)	(j)	(K)	(I) – SuIII(I.K)	(111)	(II) - (a + III)	(0) = (1711)
	M12 Transportation Service										
	Demand:										
	Dawn to Kirkwall										
1	- 12 months	GJ/d/mo	464		-	4,603	-	17,945	-	419,318	3.190
2	- 10 months	GJ/d/mo	251		-	2,492	-	9,715	-	304,563	3.190
3	- 2 months	GJ/d/mo	3		-	30	-	117	-	18,365	3.190
4	- F24-T - 12 months	GJ/d/mo	2		-	-	-	45	-	49,500	0.077
	Dawn to Parkway										
5	- 12 months	GJ/d/mo	4,180		-	84,076	-	204,352	-	4,221,865	3.760
6	- 10 months	GJ/d/mo	63		-	618	-	2,444	-	65,000	3.760
7	- 3 months	GJ/d/mo	1		-	6	-	23	-	2,000	3.760
8	- F24-T - 12 months	GJ/d/mo	13		-	-	-	361	-	307,000	0.077
	M12-X Easterly (between Dawn, Kirkwall and Parkway)										
9	- 12 months	GJ/d/mo	458		_	4,460	_	17,643	_	391,011	3,760
-						.,		,		,	
10	M12-X Westerly (between Dawn, Kirkwall and Parkway) - 12 months		444			000		4.400		204.044	0.000
10	- 12 Horius Kirkwall to Parkway	GJ/d/mo	111		-	966	-	4,168	-	391,011	0.888
11	- 12 months	GJ/d/mo	17			948	_	1,435	_	209,652	0.570
12	- 2 months	GJ/d/mo	5		-	46	-	1,433	-	174,752	0.570
12	- 2 111011015	G3/d/IIIO	5		-	40	-	199	-	174,732	0.570
	Fuel and Commodity Charges:										
	Fuel										
13	Easterly - Providing Own Fuel	GJ	889		_	-	_	25,577	_	705,499,899	
14	Westerly - Providing Own Fuel	GJ	2		-	-	_	55	-	5,936,749	
15	Total Rate M12		6,458	3.6%		98,245		284,081		711,436,648	

- Exhibit B, Tab 1, Schedule 1, Section 1.
- (6) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- (7) Proposed Base Rates excluding PDO fuel adjustment, as provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11.

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UNION RATE ZONES Derivation of Base Rates Union South Ex-Franchise Effective January 1, 2023

Line No.	<u>Particulars</u>	Billing Units	Current Approved Forecast Usage (1)	Current Approved Base Revenue (2) (\$000's)	Current Approved Base Rates (3) (\$/ GJ)	Adjustments to 2 2022 Upstream Transportation (\$000's) (d)	021 Base Rates 2022 Capital Pass-Throughs Adjustment (4) (\$000's) (e)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
	M13 Transportation of Locally Produced Gas							
1	Monthly Fixed Charge	monthly	15	182	\$1,011.13	-	-	182
2	Transmission Commodity Charge	GJ	5,934,507	219	0.037	-	6	225
3	Commodity - Providing Own Fuel	GJ	5,934,507	83	0.014		 -	83
4	Total Rate M13		5,934,507	484			6	490
	M16 Transportation Service							
5	Monthly Fixed Charge	monthly	4	77	\$1,608.60	-	_	77
6	Transmission Commodity Charge	GJ	6,236,394	230	0.037	-	0	231
	Charges West of Dawn:							
7	Firm Demand Charge	GJ/d	17,846	518	2.418	-	(263)	255
8	Fuel & UFG to Dawn	GJ	4,098,775	57	0.014	-	-	57
9	Fuel & UFG to Pool	GJ	4,098,775	163	0.040	-	-	163
	Charges East of Dawn:						-	
10	Firm Demand Charge	GJ/d	9,067	88	0.812	-	-	88
11	Fuel & UFG to Dawn	GJ	2,137,619	30	0.014	-	-	30
12	Fuel & UFG to Pool	GJ	2,137,619	35	0.016			35
13	Total Rate M16		12,472,788	1,198			(262)	936
	M17 Transportation Service (8)							
14	Monthly Fixed Charge Demand:	monthly	-	-	\$2,061.15	-	-	-
15	Dawn to Delivery Area	GJ/d		-	4.569	_	-	
16	Kirkwall to Delivery Area or Dawn	GJ/d		-	2.803	_	-	
17	Parkway (TCPL) to Delivery Area or Dawn	GJ/d	-	-	2.803	-	-	
18	Commodity - Providing Own Fuel	GJ	-	-		-	-	
	•						-	

- EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- (3) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (4) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

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UNION RATE ZONES Derivation of Base Rates Union South Ex-Franchise Effective January 1, 2023

				Adjustments to	2022 Base Rates						
Line No.	<u>Particulars</u>	Billing Units	Price Cap Index (5) 3.6% (\$000's)	Price Cap Index (%)	2023 Upstream Transportation (\$000's)	2023 Capital Pass-Throughs Adjustment (6) (\$000's)	Monthly Customer Charge Adjustment (\$000's)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	Demand Adjustment (GJ/d/mo) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (7) (\$/ GJ) (0) = (I / n)
	M13 Transportation of Locally Produced Gas										
1	Monthly Fixed Charge	monthly	7		-	-	-	189	-	15	\$1,047.53
2	Transmission Commodity Charge	GJ	8		-	(5)	-	228	-	5,934,507	0.038
3	Commodity - Providing Own Fuel	GJ	3					86		5,934,507	
4	Total Rate M13		18	3.6%		(5)	-	502		5,934,507	
	M16 Transportation Service										
5	Monthly Fixed Charge	monthly	3		_	_		80	_	4	\$1,666.51
6	Transmission Commodity Charge	GJ	8		_	(0)	-	239	_	6,236,394	0.038
	Charges West of Dawn:					(-)				.,,	
7	Firm Demand Charge	GJ/d	9		_	234	-	498	_	17.846	\$2.326
8	Fuel & UFG to Dawn	GJ	2		-	-	-	59	-	4,098,775	,
9	Fuel & UFG to Pool	GJ	6		-	-	-	168	-	4,098,775	
	Charges East of Dawn:										
10	Firm Demand Charge	GJ/d	3		-	-	-	92	-	9,067	\$0.842
11	Fuel & UFG to Dawn	GJ	1		-	-		31	-	2,137,619	
12	Fuel & UFG to Pool	GJ	1					36		2,137,619	
13	Total Rate M16		34	3.6%		234		1,203		12,472,788	
	M17 Transportation Service (8)										
14	Monthly Fixed Charge Demand:	monthly	-		-	-	-	-	-	-	\$ 2,135.35
15	Dawn to Delivery Area	GJ/d	-		-	-	-	_	-	-	4.734
16	Kirkwall to Delivery Area or Dawn	GJ/d	-		-	-	-	-	-	-	2.904
17	Parkway (TCPL) to Delivery Area or Dawn	GJ/d	-		-	-	-	-	-	-	2.904
18	Commodity - Providing Own Fuel	GJ	-		-	-	-	-	-	-	-
	•				-		-		-		

- 5) Exhibit B, Tab 1, Schedule 1, Section 1.
- (6) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- (7) Proposed Base Rates excluding PDO fuel adjustment, as provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11.
- (8) Approved Rate M17 charges per the EB-2019-0183 Rate Order, dated May 28, 2020.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 25 of 26

UNION RATE ZONES
Derivation of Base Rates
Union South Ex-Franchise
Effective January 1, 2023

						Adjustments to 2	021 Base Rates	
Line No.	Particulars	Billing Units	Current Approved Forecast Usage (1) (a)	Current Approved Base Revenue (2) (\$000's)	Current Approved Base Rates (3) (\$/ GJ) (c)	2022 Upstream Transportation (\$000's)	2022 Capital Pass-Throughs Adjustment (4) (\$000's)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
	C1 Cross Franchise Transportation Service		(α)	(5)	(0)	(4)	(0)	(1) - (5.4.6)
1	Storage Service: Peak Storage (Short-term) Commodity	GJ	22,489,337	8,035		-	66	8,101
2	Off Peak Storage/ Balancing / Loans Transportation Service: Demand:	GJ		2,500		-	-	2,500
3	St.Clair & Dawn /Ojibway & Dawn - 12 months	GJ/mo	85,460	5,807	2.418	_	(2,278)	3,529
4	Parkway to Dawn/Kirkwall - 12 months	GJ/mo	347,371	3,629	0.871	_	(884)	2,746
5	- 3 months	GJ/mo	54,357	142	0.871	-	(35)	107
6	Kirkwall to Dawn	GJ/mo	-	-	1.536	-	-	-
	Dawn to Parkway							
7	- 12 months	GJ/mo	7,065	450	3.689	-	-	450
8	- 12 months North T-Service	GJ/mo	35,090	1,553	3.689	-	(1,514)	39
9	Kirkwall to Parkway	GJ/mo	-	-	0.559	-	-	-
10	Dawn to Dawn-Vector - 12 months	GJ/mo	92,845	35	0.031	-	-	35
11	Dawn to Dawn-TCPL - 12 months	GJ/mo	500,000	879	0.146	-	-	879
	Firm Commodity Easterly Union Providing Fuel							
12	Dawn to Parkway (TCPL / EGT) Providing Own Fuel	GJ	2,423,295	91		-	-	91
13	Dawn to Dawn-TCPL	GJ	5,000,000	90		-	-	90
14	Dawn to Dawn-Vector	GJ	18,280,703	266		-	-	266
15	Ojibway to Dawn Westerly - Providing Own Fuel	GJ	9,968,577	180		-	-	180
16	Parkway to Kirkwall	GJ	-	_		-	-	_
17	Parkway to Dawn	GJ	3,990,264	56		-	-	56
18 19	Short-term Transportation Exchanges	GJ	177,529,686	11,171 14,918		-	(107) -	11,064 14,918
20 21	Other Transactional Total Rate C1		217,192,525	1,067 50,870			(4,753)	1,067 46,117
22	Total Ex-Franchise			330,863			(103,942)	226,921

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).
- (3) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (4) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (j).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 26 of 26

UNION RATE ZONES Derivation of Base Rates Union South Ex-Franchise Effective January 1, 2023

Adjustments to 2022 Base Rates											
Line No.	Particulars	Billing Units	Price Cap Index (5) 3.6% (\$000's)	Price Cap Index (%)	2023 Upstream Transportation (\$000's)	2023 Capital Pass-Throughs Adjustment (6) (\$000's)	Monthly Customer Charge Adjustment (\$000's)	Proposed Base Revenue (\$000's)	Demand Adjustment (GJ/d/mo)	Proposed Base Rates Forecast Usage	Proposed Base Rates (7) (\$/ GJ)
	C1 Cross Franchise Transportation Service		(g)	(h)	(i)	(j)	(k)	(I) = sum(f:k)	(m)	(n) = (a + m)	(o) = (I / n)
	Storage Service:										
1	Peak Storage (Short-term) Commodity	GJ	n/a		-	(42)	-	8,058	-	22,489,337	
2	Off Peak Storage/ Balancing / Loans Transportation Service: Deman: St.Clair & Dawn / Ojibway & Dawn	GJ	n/a		-	-	-	2,500	-	-	
3	- 12 months	GJ/mo	127		_	2,139	_	5,795	_	85,460	2.326
3	Parkway to Dawn/Kirkwall	03/1110	121			2,100		5,795		05,400	2.320
4	- 12 months	GJ/mo	99			859		3,703		347,371	0.888
5	- 3 months	GJ/mo	4		-	34	-	145	-	54,357	0.888
6	Kirkwall to Dawn	GJ/mo	7								1.567
О		GJ/mo	-		-	-	-	-	-	-	1.567
_	Dawn to Parkway										
7	- 12 months	GJ/mo	16		-	4.540	-	466	-	7,065	3.760
8	- 12 months North T-Service	GJ/mo	1		-	1,543	-	1,583	-	35,090	3.760
9	Kirkwall to Parkway	GJ/mo	-		-	-	-	-	-	0	0.570
10	Dawn to Dawn-Vector - 12 months	GJ/mo	1		-	-	-	36	-	92,845	0.032
	Dawn to Dawn-TCPL										
11	- 12 months	GJ/mo	32		-	-	-	910	-	500,000	0.152
	Firm Commodity Easterly Union Providing Fuel										
12	Dawn to Parkway (TCPL / EGT) Providing Own Fuel	GJ	3		-	-	-	95	-	2,423,295	
13	Dawn to Dawn-TCPL	GJ	3		-	-	-	93	-	5,000,000	
14	Dawn to Dawn-Vector	GJ	10		-	-	-	276	-	18,280,703	
15	Ojibway to Dawn	GJ	6		-	-	-	186	-	9,968,577	
	Westerly - Providing Own Fuel										
16	Parkway to Kirkwall	GJ			-	-	-		-		
17	Parkway to Dawn	GJ	2		-	-	-	58	-	3,990,264	
18	Short-term Transportation	GJ	n/a		-	105	-	11,168	-	177,529,686	
19	Exchanges		n/a		-	-	-	14,918	-	-	
20	Other Transactional		n/a					1,067			
21	Total Rate C1		305			4,636		51,058		217,192,525	
22	Total Ex-Franchise		6,814	3.0%		103,110		336,844			

- (5) Exhibit B, Tab 1, Schedule 1, Section 1.
- (6) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.
- (7) Proposed Base Rates excluding PDO fuel adjustment, as provided at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 6 Page 1 of 4

<u>UNION RATE ZONES</u> <u>Total Proposed 2023 Union North and Union South In-franchise Rates</u>

		Proposed	2022	2022		IC	CM		Bill 32	Total
Line		Base	DSM	PDO	2019	2020	2021	2023	\$1 / month	Proposed
No.	Particulars (cents / m³)	Rates (1)	Rate (2)	Rate (3)	Rate (4)	Rate (5)	Rate (6)	Rate (7)	Rate (8)	Rate
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i) = sum(a:h)
	Union North									
	Rate 01 Small Volume General Service									
1	Monthly Charge	\$22.98	-	-	-	-	-		\$1.00	\$23.98
	Monthly Delivery Charge									
2	First 100 m ³	10.9137	0.6201	-	-	-	-		-	11.5338
3	Next 200 m ³	10.6513	0.6052	-	-	-	-		-	11.2565
4	Next 200 m ³	10.2353	0.5815	-	-	-	-		-	10.8168
5	Next 500 m ³	9.8536	0.5599	-	-	-	-		-	10.4135
6	Over 1,000 m ³	9.5380	0.5419	-	-	-	-		-	10.0799
	Gas Transportation									
7	Union North West	4.6568	-	-	-	-	-		-	4.6568
8	Union North East	2.3808	-	-	-	-	-		-	2.3808
	Storage									
9	Union North West	2.3420	-	0.0007	-	-	-		-	2.3427
10	Union North East	6.2911	-	0.0020	-	-	-		-	6.2931
	Rate 10 Large Volume General Service									
11	Monthly Charge	\$76.58	-	-	-	-	-		\$1.00	\$77.58
	Monthly Delivery Charge									
12	First 1,000 m ³	9.2540	1.2572	-	-	-	-		-	10.5112
13	Next 9,000 m ³	7.6155	1.0346	-	-	-	-		-	8.6501
14	Next 20,000 m ³	6.6640	0.9074	-	-	-	-		-	7.5714
15	Next 70,000 m ³	6.0680	0.8262	-	-	-	-		-	6.8942
16	Over 100,000 m ³	3.8095	0.5187	-	-	-	-		-	4.3282
	Gas Transportation									
17	Union North West	4.1039	-	-	-	-	-		-	4.1039
18	Union North East	2.1933	-	-	-	-	-		-	2.1933
	Storage									
19	Union North West	1.8735	-	0.0007	-	-	-		-	1.8742
20	Union North East	4.7106	-	0.0019	-	-	-		-	4.7125
	Data CO Madissas Valuras Firms Comition									
04	Rate 20 Medium Volume Firm Service	£4,000.70							64.00	¢4 004 70
21	Monthly Charge	\$1,090.76	-	-	-	-	-		\$1.00	\$1,091.76
00	Delivery Demand Charge	20,0000	4 0070							04.7000
22 23	First 70,000 m³	32.9290	1.8678	-	-	-	-		-	34.7968 20.4623
23	All over 70,000 m³ Delivery Commodity Charge	19.3639	1.0984	-	-	-	-		-	20.4023
24	First 852,000 m ³	0.7426	0.0905							0.8331
25	All over 852,000 m ³	0.7426	0.0905	-	-	-	-		-	0.6237
26	Transportation Account Charge	\$248.07	0.0077	-	-	-	-		-	\$248.07
20	Gas Supply Demand Charge	φ240.07	-	-	-	-	-		-	φ240.07
27	Union North West	44.0086	_	0.0280						44.0366
28	Union North East	44.9861	-	0.0286	-	-	-		-	45.0147
20	Commodity Transportation 1	44.9001	-	0.0280	-	-	-		-	45.0147
29	Union North West	2.6595	_							2.6595
30	Union North West Union North East	1.8385	-	-	-	-	-		-	2.6595
50	Commodity Transportation 2	1.0303	-	-	-	-	-		-	1.0005
31	Union North West									
32	Union North East	-	-	-	-	-	-		-	- -
52	Storage (\$ / GJ)	-	-	-	-	-	-		-	-
33	Demand	18.835								18.835
33 34	Commodity	0.261	-	-	-	-	-		-	0.261
54	Commonly	0.201	-	-	-	-	-		-	0.201

- (1) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 10, pp. 2-4, column (c).
- (3) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, pp. 8-10, column (c).
- (4) EB-2018-0305 Draft Rate Order, September 30, 2019, Exhibit F1, Tab 2, Rate Order, Working Papers, Schedule 6, column (d).
- (5) EB-2019-0194 Decision and Rate Order, May 25, 2020, Exhibit B, Tab 2, Schedule 1, Appendix G, p. 2, column (d).
- (6) EB-2020-0181 Rate Order, June 3, 2021, Exhibit B, Tab 2, Schedule 1, Appendix G, p. 2, column (d).
- (7) No ICM funding request for 2023 rates.
- (8) Bill 32, the Access to Natural Gas Act, 2018, implemented as part of the July 1, 2019 QRAM (EB-2019-0155 Rate Order, June, 11, 2019, Appendix F).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 6 Page 2 of 4

<u>UNION RATE ZONES</u> <u>Total Proposed 2023 Union North and Union South In-franchise Rates</u>

		Proposed	2022	2022		IC	M		Bill 32	Total
Line		Base	DSM	PDO	2019	2020	2021	2023	\$1 / month	Proposed
No.	Particulars (cents / m³)	Rates (1)	Rate (2)	Rate (3)	Rate (4)	Rate (5)	Rate (6)	Rate (7)	Rate (8)	Rate
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i) = sum(a:h)
	Union North									
	Rate 25 Large Volume Interruptible Service									
1	Monthly Charge	\$368.56	-	-	-	-	-		-	\$368.56
2	Monthly Delivery Charge (Avg Price)	3.2341	0.0289	-	-	-	-		-	3.2630
3	Transportation Account Charge	\$248.07	-	-	-	-	-		-	\$248.07
4	Gas Supply Transportation	1.2105	-	-	-	-	-		-	1.2105
	Rate 100 Large Volume Firm Service									
5	Monthly Charge	\$1,620.86	-	-	-	-	-		\$1.00	\$1,621.86
6	Delivery Demand Charge	17.7842	2.1618	-	-	-	-		-	19.9460
7	Delivery Commodity Charge	0.2593	0.0286	-	-	-	-		-	0.2879
8	Transportation Account Charge	\$248.07	-	-	-	-	-		-	\$248.07
	Gas Supply Demand Charge									
9	Union North West	75.2744	-	-	-	-	-		-	75.2744
10	Union North East	114.0459	-	-	-	-	-		-	114.0459
	Commodity Transportation 1									
11	Union North West	4.2342	-	-	-	-	-		-	4.2342
12	Union North East	6.5400	-	-	-	-	-		-	6.5400
	Commodity Transportation 2									
13	Union North West	-	-	-	-	-	-		-	-
14	Union North East	-	-	-	-	-	-		-	-
	Storage (\$ / GJ)									
15	Demand	18.835	-	-	-	-	-		-	18.835
16	Commodity	0.261	-	-	-	-	-		-	0.261
	Union South									
	Rate M1 - Small Volume General Service									
17	Monthly Charge	\$22.98	-	-	-	-	-		\$1.00	\$23.98
	Monthly Delivery Commodity Charge									
18	First 100 m³	4.9623	0.9706	0.5355	0.1171	0.1158	0.0933		-	6.7946
19	Next 150 m ³	4.7227	0.9237	0.5096	0.1171	0.1158	0.0933		-	6.4822
20	All over 250 m ³	4.1039	0.8027	0.4429	0.1171	0.1158	0.0933		-	5.6757
21	Storage	0.9025	-	-	-	-	-		-	0.9025
	Rate M2 - Large Volume General Service									
22	Monthly Charge	\$76.58	-	-	-	-	-		\$1.00	\$77.58
	Monthly Delivery Commodity Charge									
23	First 1,000 m ³	4.7294	0.9729	0.4926	0.1036	0.1033	0.0833		-	6.4851
24	Next 6,000 m ³	4.6462	0.9558	0.4840	0.1036	0.1033	0.0833		-	6.3762
25	Next 13,000 m ³	4.3596	0.8992	0.4553	0.1036	0.1033	0.0833		-	6.0043
26	All over 20,000 m ³	4.0637	0.8381	0.4244	0.1036	0.1033	0.0833		-	5.6164
27	Storage	0.8511	-	-	-	-	-		-	0.8511

- (1) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 10, pp. 2-4, column (c).
- (3) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, pp. 8-10, column (c).
- (4) EB-2018-0305 Draft Rate Order, September 30, 2019, Exhibit F1, Tab 2, Rate Order, Working Papers, Schedule 6, column (d).
- (5) EB-2019-0194 Decision and Rate Order, May 25, 2020, Exhibit B, Tab 2, Schedule 1, Appendix G, p. 2, column (d).
- (6) EB-2020-0181 Rate Order, June 3, 2021, Exhibit B, Tab 2, Schedule 1, Appendix G, p. 2, column (d).
- (7) No ICM funding request for 2023 rates.
- (8) Bill 32, the Access to Natural Gas Act, 2018, implemented as part of the July 1, 2019 QRAM (EB-2019-0155 Rate Order, June, 11, 2019, Appendix F).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 6 Page 3 of 4

<u>UNION RATE ZONES</u> <u>Total Proposed 2023 Union North and Union South In-franchise Rates</u>

		Proposed	2022	2022		IC	М		Bill 32	Total
Line		Base	DSM	PDO	2019	2020	2021	2023	\$1 / month	Proposed
No.	Particulars (cents / m³)	Rates (1)	Rate (2)	Rate (3)	Rate (4)	Rate (5)	Rate (6)	Rate (7)	Rate (8)	Rate
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i) = sum(a:h)
	M4 Firm Commercial/Industrial Contract Rate									
	Firm contracts									
	Monthly Demand Charge									
1	First 8,450 m ³	53.8998	9.5571	2.7597	1.3786	1.2430	0.9004		-	69.7386
2	Next 19,700 m ³	24.1673	4.2852	1.2374	1.3786	1.2430	0.9004		-	33.2119
3	All over 28,150 m ³	20.3039	3.6001	1.0396	1.3786	1.2430	0.9004		-	28.4656
	Monthly Delivery Commodity Charge									
4	First Block	1.8787	0.3180	0.0918	-	-	-		-	2.2885
5	All remaining use	0.9434	0.1597	0.0461	-	-	-		-	1.1492
	Interruptible contracts									
6	Monthly Charge	\$755.88	-	-	-	-	-		\$1.00	\$756.88
7	Delivery Commodity Charge (Avg Price)	2.6217	0.7451	0.0842	-	0.0651	-		-	3.5161
	M5A Interruptible Commercial/Industrial Contract Rate									
	Firm contracts									
8	Monthly Demand Charge	28.1123	8.1542	1.0552	1.2204	0.9728	1.0716		-	40.5865
9	Monthly Delivery Commodity Charge	2.4260	0.6927	0.0251	-	-	-		-	3.1438
	Interruptible contracts									
10	Monthly Charge	\$755.88	-	-	-	-	-		\$1.00	\$756.88
11	Delivery Commodity Charge (Avg Price)	2.6217	0.7451	0.0842	-	0.0651	-		-	3.5161
	M7 Special Large Volume Contract Rate									
	Firm Contracts									
12	Monthly Demand Charge	27.4431	2.6246	1.1458	1.0818	0.7462	0.7973		-	33.8388
13	Monthly Delivery Commodity Charge	0.6225	0.0538	0.0424	-	-	-		-	0.7187
	Interruptible / Seasonal Contracts									
14	Monthly Delivery Commodity Charge (Avg Price)	1.1693	0.0993	0.0842	-	0.0738			-	1.4266
	M9 Large Wholesale Service									
15	Monthly Demand Charge	20.8112	0.2795	3.9848	1.2991	-	0.8538		-	27.2284
16	Monthly Delivery Commodity Charge	0.3911	-	0.1377	-	-	-		-	0.5288
	M10 Small Wholesale Service									
17	Monthly Delivery Commodity Charge	7.8147	0.0503	0.8161	0.1614	-	0.1102		-	8.9527

- (1) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 10, pp. 2-4, column (c).
- (3) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, pp. 8-10, column (c).
- (4) EB-2018-0305 Draft Rate Order, September 30, 2019, Exhibit F1, Tab 2, Rate Order, Working Papers, Schedule 6, column (d).
- (5) EB-2019-0194 Decision and Rate Order, May 25, 2020, Exhibit B, Tab 2, Schedule 1, Appendix G, p. 2, column (d).
- (6) EB-2020-0181 Rate Order, June 3, 2021, Exhibit B, Tab 2, Schedule 1, Appendix G, p. 2, column (d).
- (7) No ICM funding request for 2023 rates.
- (8) Bill 32, the Access to Natural Gas Act, 2018, implemented as part of the July 1, 2019 QRAM (EB-2019-0155 Rate Order, June, 11, 2019, Appendix F).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 6 Page 4 of 4

<u>UNION RATE ZONES</u> <u>Total Proposed 2023 Union North and Union South In-franchise Rates</u>

		Proposed	2022	2022		IC	M		Bill 32	Total
Line		Base	DSM	PDO	2019	2020	2021	2023	\$1 / month	Proposed
No.	Particulars (cents / m³)	Rates (1)	Rate (2)	Rate (3)	Rate (4)	Rate (5)	Rate (6)	Rate (7)	Rate (8)	Rate
	-	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i) = sum(a:h)
	Rate T1 Contract Carriage Service									
1	Monthly Charge	\$2,155.61	-	-	-	-	-		\$1.00	\$2,156.61
	Monthly Demand Charge									
2	First 28,150 m ³	32.3445	6.7121	2.7380	1.1130	0.9276	0.7602		-	44.5954
3	Next 112,720 m³	22.3465	4.6373	1.8916	1.1130	0.9276	0.7602		-	31.6762
4	Firm Commodity Charge	0.0866	-	0.0817	-	-	-		-	0.1683
5	Interruptible Commodity Charge (Avg Price) Storage (\$/GJ's) Demand:	1.3713	0.2797	0.1074	-	-	-		-	1.7584
	Firm injection / withdrawal									
6	Union provides deliverability inventory	2.115	-	-	-	-	-		-	2.115
7	Customer provides deliverability inventory	1.473	-	-	-	-	-		-	1.473
8	Incremental firm injection right	1.473	-	-	-	-	-		-	1.473
9	Interruptible	1.473	-	-	-	-	-		-	1.473
10	Space	0.012	-	-	-	-	-		-	0.012
11	Commodity (Customer Provides)	0.012	-	-	-	-	-		-	0.012
12	Commodity (Union Provides)	0.049	-	-	-	-	-		-	0.049
13	Customer supplied fuel	-								-
	Rate T2 Contract Carriage Service									
14	Monthly Charge	\$6,803.81	-	-	-	-	-		\$1.00	\$6,804.81
	Monthly Demand Charge									
15	First 140,870 m ³	26.6828	2.4821	2.0064	0.9649	0.1761	0.8483		-	33.1606
16	All Over 140,870 m ³	14.1139	1.3129	1.0613	0.9649	0.1761	0.8483		-	18.4774
17	Firm Commodity Charge	0.0092	-	0.0328	-				-	0.0420
18	Interruptible Commodity Charge (Avg Price)	1.0944	0.0993	0.0443	-	0.1003	-		-	1.3383
	Storage (\$/GJ's)									
	Demand:									
40	Firm injection / withdrawal	0.445								0.445
19	Union provides deliverability inventory	2.115	-	-	-	-	-		-	2.115
20 21	Customer provides deliverability inventory Incremental firm injection right	1.473 1.473	-	-	-	-	-		-	1.473 1.473
22	Interruptible	1.473	-	-	-	-	-		-	1.473
23	Space	0.012	-	-	-	-	-		-	0.012
24	Commodity (Customer Provides)	0.012	-	-	-	-	-		-	0.012
25	Commodity (Union Provides)	0.012	-	-	-	-	-		-	0.049
26	Customer supplied fuel	0.049			_	_			_	0.049
20	Customer supplied ruel									
07	Rate T3 Contract Carriage Service	#00.700.70								* 00 700 70
27 28	Monthly Charge	\$22,703.73	0.3768	4 2726	0.9910	-	0.8309		-	\$22,703.73
29	Monthly Demand Charge Firm Commodity Charge	14.2420 0.0119	0.3766	4.2726 0.1074	0.9910	-	0.0309		-	20.7133 0.1193
29	Storage (\$/GJ's)	0.0119	-	0.1074	-	-	-		-	0.1193
	Demand:									
	Firm injection / withdrawal									
30	Union provides deliverability inventory	2.115	_	_	_	_	_		_	2.115
31	Customer provides deliverability inventory	1.473	-	-	-	_	_		-	1.473
32	Incremental firm injection right	1.473	_	-	_	_	_		_	1.473
33	Interruptible	1.473	_	-	_	_	_		_	1.473
34	Space	0.012	-	_	_	_	_		_	0.012
35	Commodity (Customer Provides)	0.012	-	_	_	_	_		-	0.012
36	Commodity (Union Provides)	0.049	-	_		-	-		_	0.049
37	Customer supplied fuel	-	-	_	-	-	-		-	-
	**									

- (1) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 10, pp. 2-4, column (c).
- (3) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, pp. 8-10, column (c).
- (4) EB-2018-0305 Draft Rate Order, September 30, 2019, Exhibit F1, Tab 2, Rate Order, Working Papers, Schedule 6, column (d).
- (5) EB-2019-0194 Decision and Rate Order, May 25, 2020, Exhibit B, Tab 2, Schedule 1, Appendix G, p. 2, column (d).
- (6) EB-2020-0181 Rate Order, June 3, 2021, Exhibit B, Tab 2, Schedule 1, Appendix G, p. 2, column (d).
- (7) No ICM funding request for 2023 rates.
- (8) Bill 32, the Access to Natural Gas Act, 2018, implemented as part of the July 1, 2019 QRAM (EB-2019-0155 Rate Order, June, 11, 2019, Appendix F).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 7 Page 1 of 6

UNION RATE ZONES

Continuity of Rate T1, Rate T2, Rate T3 Firm and Interruptible Transportation Fuel Ratios Including the Parkway Delivery Obligation (PDO) Compressor Fuel Volumes

Effective January 1, 2023

PCI Adjustment Incremental 2023 to 2022 Approved Fuel Ratios PDO Fuel Adjustment 2022 Remove 2022 PCI Adj 2023 Incremental Total 2023 Fuel Ratio PDO Adi Fuel Ratio Fuel Fuel Ratio PDO Fuel Transportation Incremental Annual Incremental Line (incl. PDO) Fuel Ratio (excl. PDO) Ratio (excl. PDO) Volumes Fuel Delivery Volume PDO Fuel Ratio Fuel Ratio No. Particulars (%)(1)(%)(2)(%) (%)(3)(%) (GJ) (4) $(10^3 \text{m}^3)(5)$ $(10^3 m^3)$ (%) (%) (c) = (a + b)(e) = (c + d)(g) = (f)/HV(h) (i) = (g / h)(j) = (e + i)(a) (b) (d) (f) 1 Rate T1 0.351% -0.078% 0.273% 0.283% 12,335 327 0.075% 0.358% 0.010% 434,564 2 Rate T2 0.300% -0.032% 0.268% 0.010% 0.277% 59,712 1,582 4,962,964 0.032% 0.309% Rate T3 0.411% 0.312% 0.011% 0.323% 9,049 240 249,200 0.096% 0.419% -0.099%

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 7, p. 1, column (j).
- (2) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 7, p. 1, column (i).
- (3) PCI of 3.6% shown at Exhibit B, Tab 1, Table 2 applied to column (c) above.
- (4) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p. 4, column (c).
- (5) Conversion to 10³m³ based on a heating value (HV) of 37.75 GJ/10³m³.

10 January 11 February

12 March

1.185

1.127

1.061

0.043

0.041

0.038

1.227

1.167

1.099

0.044

0.040

0.028

1.271

1.207

1.127

0.106

0.101

0.094

0.906

0.857

0.785

0.033

0.031

0.028

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0.173

0.173

0.173

0.014

0.014

0.014

UNION RATE ZONES

Continuity of M12 Monthly Transportation Fuel Ratios and Rates including Parkway Delivery Obligation (PDO) Pass-through Firm or Interruptible Transportation Commodity

Effective January 1, 2023

VT1 Easterly

											,								
				VT1 E	asterly					Dawn to Kirk	wall, Lisgar,								
			D	awn to Parkwa	y (TCPL / E	GT)				Parkway (C	onsumers)					M12-X V	Vesterly		
				With Dawn C	Compression					With Dawn C	ompression					Kirkwall	to Dawn		
		2022	PCI Adj	2023	PDO Adj	2023		2022	PCI Adj	2023	PDO Adj	2023		2022	PCI Adj	2023	PDO Adj	2023	
		Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023
Line		(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate
No.	Particulars	(%)	(%)	(%)	(%)	(%)	(\$/GJ)	(%)	(%)	(%)	(%)	(%)	(\$/GJ)	(%)	(%)	(%)	(%)	(%)	(\$/GJ)
		(a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(j)	(k) = (i+j)	(I)	(m)	(n)	(o) = (m+n)	(p)	(q) = (o+p)	(r)
1	April	0.875	0.032	0.907	0.050	0.957	0.080	0.581	0.021	0.602	(0.004)	0.598	0.050	0.167	0.006	0.173	-	0.173	0.014
2	May	0.618	0.022	0.641	0.040	0.681	0.057	0.392	0.014	0.406	0.002	0.408	0.034	0.167	0.006	0.173	-	0.173	0.014
3	June	0.506	0.018	0.524	0.044	0.568	0.048	0.283	0.010	0.294	0.007	0.300	0.025	0.167	0.006	0.173	-	0.173	0.014
4	July	0.492	0.018	0.510	0.042	0.552	0.046	0.270	0.010	0.280	0.007	0.286	0.024	0.167	0.006	0.173	-	0.173	0.014
5	August	0.388	0.014	0.401	0.038	0.440	0.037	0.168	0.006	0.174	(0.000)	0.174	0.015	0.167	0.006	0.173	-	0.173	0.014
6	September	0.384	0.014	0.398	0.037	0.435	0.036	0.168	0.006	0.174	(0.000)	0.174	0.015	0.167	0.006	0.173	-	0.173	0.014
7	October	0.760	0.027	0.788	0.030	0.818	0.068	0.505	0.018	0.524	(0.018)	0.506	0.042	0.167	0.006	0.173	-	0.173	0.014
8	November	0.916	0.033	0.949	0.026	0.975	0.082	0.659	0.024	0.682	0.001	0.683	0.057	0.167	0.006	0.173	-	0.173	0.014
9	December	1.031	0.037	1.068	0.036	1.104	0.092	0.766	0.028	0.794	0.017	0.811	0.068	0.167	0.006	0.173	-	0.173	0.014

0.939

0.888

0.813

0.023

0.019

(0.001)

0.962

0.907

0.812

0.080

0.076

0.068

0.167

0.167

0.167

0.006

0.006

0.006

0.173

0.173

0.173

							M12-X Easterly											
			M12-X E	Easterly					Kirkwall t	o Lisgar,					M12-X V	Vesterly		
		Kir	kwall to Parkw	ay (TCPL / E	GT)				Parkway (C	onsumers)					Parkway to Ki	rkwall, Dawr	1	
	2022	PCI Adj	2023	PDO Adj	2023		2022	PCI Adj	2023	PDO Adj	2023		2022	PCI Adj	2023	PDO Adj	2023	
	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023
	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate
	(%)	(%)	(%)	(%)	(%)	(\$/GJ)	(%)	(%)	(%)	(%)	(%)	(\$/GJ)	(%)	(%)	(%)	(%)	(%)	(\$/GJ)
	(a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(j)	(k) = (i+j)	(I)	(m)	(n)	(o) = (m+n)	(p)	(q) = (o+p)	(r)
13 April	0.461	0.017	0.478	0.054	0.532	0.044	0.167	0.006	0.173	-	0.173	0.014	0.293	0.011	0.303	0.024	0.327	0.027
14 May	0.394	0.014	0.408	0.038	0.446	0.037	0.167	0.006	0.173	-	0.173	0.014	0.293	0.011	0.303	0.024	0.327	0.027
15 June	0.389	0.014	0.403	0.037	0.440	0.037	0.167	0.006	0.173	-	0.173	0.014	0.293	0.011	0.303	0.024	0.327	0.027
16 July	0.389	0.014	0.403	0.036	0.439	0.037	0.167	0.006	0.173	-	0.173	0.014	0.293	0.011	0.303	0.024	0.327	0.027
17 August	0.386	0.014	0.400	0.038	0.439	0.037	0.167	0.006	0.173	-	0.173	0.014	0.293	0.011	0.303	0.024	0.327	0.027
18 September	0.383	0.014	0.397	0.037	0.434	0.036	0.167	0.006	0.173	-	0.173	0.014	0.293	0.011	0.303	0.024	0.327	0.027
19 October	0.422	0.015	0.437	0.048	0.485	0.041	0.167	0.006	0.173	-	0.173	0.014	0.293	0.011	0.303	0.024	0.327	0.027
20 November	0.424	0.015	0.440	0.025	0.465	0.039	0.167	0.006	0.173	-	0.173	0.014	0.167	0.006	0.173	-	0.173	0.014
21 December	0.432	0.016	0.447	0.019	0.466	0.039	0.167	0.006	0.173	-	0.173	0.014	0.167	0.006	0.173	-	0.173	0.014
22 January	0.445	0.016	0.461	0.020	0.482	0.040	0.167	0.006	0.173	-	0.173	0.014	0.167	0.006	0.173	-	0.173	0.014
23 February	0.436	0.016	0.452	0.021	0.473	0.040	0.167	0.006	0.173	-	0.173	0.014	0.167	0.006	0.173	-	0.173	0.014
24 March	0.443	0.016	0.459	0.029	0.488	0.041	0.167	0.006	0.173	-	0.173	0.014	0.167	0.006	0.173	-	0.173	0.014

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 7 Page 3 of 6

UNION RATE ZONES

Continuity of M12 Monthly Transportation Authorized Overrun Fuel Ratios and Rates including Parkway Delivery Obligation (PDO) Pass-through Firm or Interruptible Transportation Commodity Effective January 1, 2023

VT1 Easterly

									VT1 Ea									
			VT1 Ea	sterly					Dawn to Kirk	wall, Lisgar,								
		D	awn to Parkwa	y (TCPL / E	ST)				Parkway (C	onsumers)					M12-X W	/esterly		
			With Dawn C	ompression					With Dawn C	ompression					Kirkwall t	o Dawn		
	2022	PCI Adj	2023	PDO Adj	2023		2022	PCI Adj	2023	PDO Adj	2023		2022	PCI Adj	2023	PDO Adj	2023	_
	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023
Line	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate
No. Particulars	(%)	(%)	(%)	(%)	(%)	(\$/GJ)	(%)	(%)	(%)	(%)	(%)	(\$/GJ)	(%)	(%)	(%)	(%)	(%)	(\$/GJ)
110. Tarabalaro	(a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(j)	(k) = (i+j)	(I)	(m)	(n)	(o) = (m+n)	(p)	(q) = (o+p)	(r)
	(4)	(2)	(0) (4:2)	(4)	(0) (0.4)	(-)	(9)	(,	(.) (9)	u)	()	(-)	()	(/	(-) ()	(1-)	(4) (- 1-)	(-)
1 April	1.530	0.055	1.585	0.050	1.636	0.260	1.236	0.044	1.280	(0.004)	1.276	0.230	0.822	0.030	0.851	_	0.851	0.224
2 May	1.273	0.046	1.319	0.040	1.359	0.237	1.046	0.038	1.084	0.002	1.086	0.214	0.822	0.030	0.851	_	0.851	0.224
3 June	1.160	0.042	1.202	0.044	1.246	0.228	0.938	0.034	0.972	0.007	0.979	0.205	0.822	0.030	0.851	_	0.851	0.224
4 July	1.147	0.042	1.188	0.042	1.230	0.227	0.925	0.033	0.958	0.007	0.965	0.204	0.822	0.030	0.851	_	0.851	0.224
5 August	1.042	0.038	1.080	0.038	1.118	0.217	0.823	0.030	0.852	(0.000)	0.852	0.195	0.822	0.030	0.851	_	0.851	0.224
6 September	1.038	0.037	1.076	0.037	1.113	0.217	0.822	0.030	0.852	(0.000)	0.852	0.195	0.822	0.030	0.851	-	0.851	0.224
7 October	1.415	0.051	1.466	0.037	1.496	0.217	1.160	0.030	1.202	(0.018)	1.184	0.193	0.822	0.030	0.851	-	0.851	0.224
7 October	1.415	0.031	1.400	0.030	1.490	0.249	1.100	0.042	1.202	(0.016)	1.104	0.223	0.022	0.030	0.631	-	0.651	0.224
8 November	1.571	0.057	1.627	0.026	1.654	0.262	1.313	0.047	1.361	0.001	1.361	0.237	0.822	0.030	0.851	_	0.851	0.224
9 December	1.686	0.061	1.746	0.036	1.782	0.273	1.421	0.051	1.472	0.017	1.489	0.248	0.822	0.030	0.851	-	0.851	0.224
10 January	1.840	0.066	1.906	0.044	1.950	0.287	1.561	0.056	1.617	0.023	1.641	0.261	0.822	0.030	0.851	_	0.851	0.224
11 February	1.782	0.064	1.846	0.040	1.886	0.281	1.512	0.054	1.567	0.019	1.585	0.256	0.822	0.030	0.851	-	0.851	0.224
12 March	1.716	0.062	1.777	0.028	1.806	0.275	1.439	0.052	1.491	(0.001)	1.490	0.248	0.822	0.030	0.851	_	0.851	0.224
12 Maron	1.7 10	0.002	1.777	0.020	1.000	0.270	1.400	0.002	1.401	(0.001)	1.400	0.240	0.022	0.000	0.001		0.001	0.224
									M12-X E	asterly								
			M12-X E	asterly					Kirkwall to	o Lisgar,					M12-X W	/esterly		
		Kir	kwall to Parkw	ay (TCPL / E	GT)				Parkway (C	onsumers)					Parkway to Ki	rkwall, Dawr	1	
	2022	PCI Adj	2023	PDO Adj	2023		2022	PCI Adj	2023	PDO Adj	2023		2022	PCI Adj	2023	PDO Adj	2023	
	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023
	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate	(excl. PDO)	Ratio	(I DDO)									Fuel Rate
	(%)	(%)	(%)	(0/)				Italio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	
	(a)			(%)	(%)	(\$/GJ)	,		` ,					Ratio (%)	,			
		(b)	(c) = (a+b)	(%) (d)	(%) (e) = (c+d)	(\$/GJ) (f)	(%) (g)	(%) (h)	(exci. PDO) (%) (i) = (g+h)	Ratio (%) (j)	(incl. PDO) (%) (k) = (i+j)	Fuel Rate (\$/GJ) (I)	(excl. PDO) (%) (m)		(excl. PDO) (%) (o) = (m+n)	Ratio (%) (p)	(incl. PDO) (%) (q) = (o+p)	(\$/GJ) (r)
		, ,	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(%) (g)	(%) (h)	(%) (i) = (g+h)	(%)	(%) (k) = (i+j)	(\$/GJ) (I)	(%) (m)	(%) (n)	(%) (o) = (m+n)	(%) (p)	(%) (q) = (o+p)	(\$/GJ) (r)
13 April	1.116	0.040	(c) = (a+b) 1.156	(d) 0.054	(e) = (c+d) 1.210	(f) 0.254	(%) (g) 0.822	(%) (h) 0.030	(%) (i) = (g+h) 0.851	(%)	(%) (k) = (i+j) 0.851	(\$/GJ) (I) 0.224	(%) (m) 0.947	(%) (n) 0.034	(%) (o) = (m+n) 0.981	(%) (p) 0.024	(%) (q) = (o+p) 1.005	(\$/GJ) (r) 0.237
13 April 14 May		, ,	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(%) (g)	(%) (h)	(%) (i) = (g+h)	(%) (j)	(%) (k) = (i+j)	(\$/GJ) (I)	(%) (m)	(%) (n)	(%) (o) = (m+n)	(%) (p)	(%) (q) = (o+p)	(\$/GJ) (r)
	1.116	0.040	(c) = (a+b) 1.156	(d) 0.054	(e) = (c+d) 1.210	(f) 0.254	(%) (g) 0.822	(%) (h) 0.030	(%) (i) = (g+h) 0.851	(%) (j) -	(%) (k) = (i+j) 0.851	(\$/GJ) (I) 0.224	(%) (m) 0.947	(%) (n) 0.034	(%) (o) = (m+n) 0.981	(%) (p) 0.024	(%) (q) = (o+p) 1.005	(\$/GJ) (r) 0.237
14 May	1.116 1.048	0.040 0.038	(c) = (a+b) 1.156 1.086	(d) 0.054 0.038	(e) = (c+d) 1.210 1.124	(f) 0.254 0.247	(%) (g) 0.822 0.822	(%) (h) 0.030 0.030	(%) (i) = (g+h) 0.851 0.851	(%) (j) - -	(%) (k) = (i+j) 0.851 0.851	(\$/GJ) (I) 0.224 0.224	(%) (m) 0.947 0.947	(%) (n) 0.034 0.034	(%) (o) = (m+n) 0.981 0.981	(%) (p) 0.024 0.024	(%) (q) = (o+p) 1.005 1.005	(\$/GJ) (r) 0.237 0.237
14 May 15 June 16 July	1.116 1.048 1.044	0.040 0.038 0.038	(c) = (a+b) 1.156 1.086 1.081	(d) 0.054 0.038 0.037	(e) = (c+d) 1.210 1.124 1.119	0.254 0.247 0.246	(%) (g) 0.822 0.822 0.822	(%) (h) 0.030 0.030 0.030	(%) (i) = (g+h) 0.851 0.851 0.851	(%) (j) - - -	(%) (k) = (i+j) 0.851 0.851 0.851	(\$/GJ) (I) 0.224 0.224 0.224	(%) (m) 0.947 0.947 0.947	(%) (n) 0.034 0.034 0.034	(%) (o) = (m+n) 0.981 0.981 0.981	(%) (p) 0.024 0.024 0.024	(%) (q) = (o+p) 1.005 1.005 1.005	(\$/GJ) (r) 0.237 0.237 0.237
14 May 15 June 16 July 17 August	1.116 1.048 1.044 1.043 1.041	0.040 0.038 0.038 0.038 0.037	(c) = (a+b) 1.156 1.086 1.081 1.081 1.079	(d) 0.054 0.038 0.037 0.036 0.038	(e) = (c+d) 1.210 1.124 1.119 1.117 1.117	(f) 0.254 0.247 0.246 0.246 0.246	(%) (g) 0.822 0.822 0.822 0.822 0.822	(%) (h) 0.030 0.030 0.030 0.030 0.030	(%) (i) = (g+h) 0.851 0.851 0.851 0.851 0.851	(%) (j) - - -	(%) (k) = (i+j) 0.851 0.851 0.851 0.851 0.851	(\$/GJ) (I) 0.224 0.224 0.224 0.224 0.224	(%) (m) 0.947 0.947 0.947 0.947	(%) (n) 0.034 0.034 0.034 0.034	(%) (o) = (m+n) 0.981 0.981 0.981 0.981	(%) (p) 0.024 0.024 0.024 0.024 0.024	(%) (q) = (o+p) 1.005 1.005 1.005 1.005 1.005	(\$/GJ) (r) 0.237 0.237 0.237 0.237 0.237
14 May 15 June 16 July 17 August 18 September	1.116 1.048 1.044 1.043	0.040 0.038 0.038 0.038 0.037 0.037	(c) = (a+b) 1.156 1.086 1.081 1.081 1.079 1.075	(d) 0.054 0.038 0.037 0.036 0.038 0.037	(e) = (c+d) 1.210 1.124 1.119 1.117 1.117 1.112	0.254 0.247 0.246 0.246 0.246 0.246	(%) (g) 0.822 0.822 0.822 0.822 0.822 0.822	(%) (h) 0.030 0.030 0.030 0.030 0.030 0.030	(%) (i) = (g+h) 0.851 0.851 0.851 0.851	(%) (j) - - - -	(%) (k) = (i+j) 0.851 0.851 0.851 0.851 0.851	(\$/GJ) (I) 0.224 0.224 0.224 0.224 0.224 0.224	(%) (m) 0.947 0.947 0.947 0.947 0.947	(%) (n) 0.034 0.034 0.034 0.034 0.034	(%) (o) = (m+n) 0.981 0.981 0.981 0.981 0.981 0.981	(%) (p) 0.024 0.024 0.024 0.024 0.024 0.024	(%) (q) = (o+p) 1.005 1.005 1.005 1.005 1.005	(\$/GJ) (r) 0.237 0.237 0.237 0.237 0.237 0.237
14 May 15 June 16 July 17 August 18 September	1.116 1.048 1.044 1.043 1.041 1.038	0.040 0.038 0.038 0.038 0.037	(c) = (a+b) 1.156 1.086 1.081 1.081 1.079	(d) 0.054 0.038 0.037 0.036 0.038	(e) = (c+d) 1.210 1.124 1.119 1.117 1.117	(f) 0.254 0.247 0.246 0.246 0.246	(%) (g) 0.822 0.822 0.822 0.822 0.822	(%) (h) 0.030 0.030 0.030 0.030 0.030	(%) (i) = (g+h) 0.851 0.851 0.851 0.851 0.851	(%) (j) - - - - - -	(%) (k) = (i+j) 0.851 0.851 0.851 0.851 0.851	(\$/GJ) (I) 0.224 0.224 0.224 0.224 0.224	(%) (m) 0.947 0.947 0.947 0.947	(%) (n) 0.034 0.034 0.034 0.034	(%) (o) = (m+n) 0.981 0.981 0.981 0.981	(%) (p) 0.024 0.024 0.024 0.024 0.024	(%) (q) = (o+p) 1.005 1.005 1.005 1.005 1.005	(\$/GJ) (r) 0.237 0.237 0.237 0.237 0.237
14 May 15 June 16 July 17 August 18 September	1.116 1.048 1.044 1.043 1.041 1.038	0.040 0.038 0.038 0.038 0.037 0.037	(c) = (a+b) 1.156 1.086 1.081 1.081 1.079 1.075	(d) 0.054 0.038 0.037 0.036 0.038 0.037	(e) = (c+d) 1.210 1.124 1.119 1.117 1.117 1.112	0.254 0.247 0.246 0.246 0.246 0.246	(%) (g) 0.822 0.822 0.822 0.822 0.822 0.822	(%) (h) 0.030 0.030 0.030 0.030 0.030 0.030	(%) (i) = (g+h) 0.851 0.851 0.851 0.851 0.851	(%) (j) - - - - - -	(%) (k) = (i+j) 0.851 0.851 0.851 0.851 0.851	(\$/GJ) (I) 0.224 0.224 0.224 0.224 0.224 0.224	(%) (m) 0.947 0.947 0.947 0.947 0.947	(%) (n) 0.034 0.034 0.034 0.034 0.034	(%) (o) = (m+n) 0.981 0.981 0.981 0.981 0.981 0.981	(%) (p) 0.024 0.024 0.024 0.024 0.024 0.024	(%) (q) = (o+p) 1.005 1.005 1.005 1.005 1.005	(\$/GJ) (r) 0.237 0.237 0.237 0.237 0.237 0.237
14 May 15 June 16 July 17 August 18 September 19 October	1.116 1.048 1.044 1.043 1.041 1.038 1.077	0.040 0.038 0.038 0.038 0.037 0.037	(c) = (a+b) 1.156 1.086 1.081 1.081 1.079 1.075 1.115	0.054 0.038 0.037 0.036 0.038 0.037 0.048	(e) = (c+d) 1.210 1.124 1.119 1.117 1.117 1.112 1.164	(f) 0.254 0.247 0.246 0.246 0.246 0.246 0.250	(%) (g) 0.822 0.822 0.822 0.822 0.822 0.822 0.822	(%) (h) 0.030 0.030 0.030 0.030 0.030 0.030	(%) (i) = (g+h) 0.851 0.851 0.851 0.851 0.851 0.851	(%) (j) - - - - - -	(%) (k) = (i+j) 0.851 0.851 0.851 0.851 0.851 0.851	(\$/GJ) (I) 0.224 0.224 0.224 0.224 0.224 0.224	(%) (m) 0.947 0.947 0.947 0.947 0.947 0.947	(%) (n) 0.034 0.034 0.034 0.034 0.034 0.034	(%) (o) = (m+n) 0.981 0.981 0.981 0.981 0.981 0.981 0.981	(%) (p) 0.024 0.024 0.024 0.024 0.024 0.024	(%) (q) = (o+p) 1.005 1.005 1.005 1.005 1.005 1.005	(\$/GJ) (r) 0.237 0.237 0.237 0.237 0.237 0.237 0.237
14 May 15 June 16 July 17 August 18 September 19 October 20 November	1.116 1.048 1.044 1.043 1.041 1.038 1.077	0.040 0.038 0.038 0.038 0.037 0.037 0.039	(c) = (a+b) 1.156 1.086 1.081 1.079 1.075 1.115	(d) 0.054 0.038 0.037 0.036 0.038 0.037 0.048	(e) = (c+d) 1.210 1.124 1.119 1.117 1.117 1.112 1.164 1.143	(f) 0.254 0.247 0.246 0.246 0.246 0.246 0.250	(%) (g) 0.822 0.822 0.822 0.822 0.822 0.822 0.822 0.822	(%) (h) 0.030 0.030 0.030 0.030 0.030 0.030 0.030 0.030	(%) (i) = (g+h) 0.851 0.851 0.851 0.851 0.851 0.851	(%) (j) - - - - - -	(%) (k) = (i+j) 0.851 0.851 0.851 0.851 0.851 0.851 0.851	(\$/GJ) (I) 0.224 0.224 0.224 0.224 0.224 0.224 0.224	(%) (m) 0.947 0.947 0.947 0.947 0.947 0.947	(%) (n) 0.034 0.034 0.034 0.034 0.034 0.034	(%) (o) = (m+n) 0.981 0.981 0.981 0.981 0.981 0.981 0.981 0.981	(%) (p) 0.024 0.024 0.024 0.024 0.024 0.024	(%) (q) = (o+p) 1.005 1.005 1.005 1.005 1.005 1.005 0.851	(\$/GJ) (r) 0.237 0.237 0.237 0.237 0.237 0.237 0.237
14 May 15 June 16 July 17 August 18 September 19 October 20 November 21 December	1.116 1.048 1.044 1.043 1.041 1.038 1.077	0.040 0.038 0.038 0.038 0.037 0.037 0.039	(c) = (a+b) 1.156 1.086 1.081 1.079 1.075 1.115 1.118 1.125	(d) 0.054 0.038 0.037 0.036 0.038 0.037 0.048 0.025	(e) = (c+d) 1.210 1.124 1.119 1.117 1.117 1.112 1.164 1.143 1.144	(f) 0.254 0.247 0.246 0.246 0.246 0.246 0.250 0.248 0.249	(%) (g) 0.822 0.822 0.822 0.822 0.822 0.822 0.822 0.822	(%) (h) 0.030 0.030 0.030 0.030 0.030 0.030	(%) (i) = (g+h) 0.851 0.851 0.851 0.851 0.851 0.851 0.851	(%) (j) - - - - - - -	(%) (k) = (i+j) 0.851 0.851 0.851 0.851 0.851 0.851 0.851 0.851	(\$/GJ) (I) 0.224 0.224 0.224 0.224 0.224 0.224 0.224	(%) (m) 0.947 0.947 0.947 0.947 0.947 0.947 0.947	(%) (n) 0.034 0.034 0.034 0.034 0.034 0.030	(%) (o) = (m+n) 0.981 0.981 0.981 0.981 0.981 0.981 0.981 0.981 0.981	(%) (p) 0.024 0.024 0.024 0.024 0.024 0.024	(%) (q) = (o+p) 1.005 1.005 1.005 1.005 1.005 1.005 1.005 1.005 1.005	(\$/GJ) (r) 0.237 0.237 0.237 0.237 0.237 0.237 0.237 0.237
14 May 15 June 16 July 17 August 18 September 19 October 20 November 21 December 22 January	1.116 1.048 1.044 1.043 1.041 1.038 1.077 1.079 1.086 1.100	0.040 0.038 0.038 0.037 0.037 0.039 0.039 0.039	(c) = (a+b) 1.156 1.086 1.081 1.075 1.115 1.118 1.125 1.140	(d) 0.054 0.038 0.037 0.036 0.038 0.037 0.048 0.025 0.019	(e) = (c+d) 1.210 1.124 1.119 1.117 1.117 1.112 1.164 1.143 1.144 1.160	(f) 0.254 0.247 0.246 0.246 0.246 0.246 0.250 0.248 0.249 0.250	(%) (g) 0.822 0.822 0.822 0.822 0.822 0.822 0.822 0.822	(%) (h) 0.030 0.030 0.030 0.030 0.030 0.030 0.030 0.030 0.030	(%) (i) = (g+h) 0.851 0.851 0.851 0.851 0.851 0.851 0.851	(%) (j) - - - - - - - -	(%) (k) = (i+j) 0.851 0.851 0.851 0.851 0.851 0.851 0.851 0.851	(\$/GJ) (I) 0.224 0.224 0.224 0.224 0.224 0.224 0.224 0.224	(%) (m) 0.947 0.947 0.947 0.947 0.947 0.947 0.822 0.822 0.822	(%) (n) 0.034 0.034 0.034 0.034 0.034 0.030 0.030	(%) (o) = (m+n) 0.981 0.981 0.981 0.981 0.981 0.981 0.981 0.981 0.981	(%) (p) 0.024 0.024 0.024 0.024 0.024 0.024	(%) (q) = (o+p) 1.005 1.005 1.005 1.005 1.005 1.005 1.005 1.005 1.005 1.005	(\$/GJ) (r) 0.237 0.237 0.237 0.237 0.237 0.237 0.237 0.237

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UNION RATE ZONES

Continuity of M13, M16, M17 Monthly Transportation Fuel Ratios and Rates including Parkway Delivery Obligation (PDO) Pass-through
Firm or Interruptible Transportation Commodity

Effective January 1, 2023

								LIICOUV	C dandary 1	, 2020								
			M1	13					M1	3								
			Delivery Comr						overrun - Deli									
Line	2022 Fuel Ratio (excl. PDO)	PCI Adj Fuel Ratio	2023 Fuel Ratio (excl. PDO)	PDO Adj Fuel Ratio	2023 Fuel Ratio (incl. PDO)	2023	2022 Fuel Ratio (excl. PDO)	PCI Adj Fuel Ratio	2023 Fuel Ratio (excl. PDO)	PDO Adj Fuel Ratio	2023 Fuel Ratio (incl. PDO)	2023 Fuel Rate						
No. Particulars	(%)	(%)	(%)	(%)	(%)	(\$/GJ)	(%)	(%)	(%)	(%)	(%)	(\$/GJ)						
	(a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(j)	(k) = (i+j)	(I)						
1	0.167	0.006	0.173	-	0.173	0.014	0.167	0.006	0.173	-	0.173	0.129						
				116						116								
	2000	DOL A di		ges to Dawn	0000		2022	DOL A-II		ges to Pool	2023							
	2022 Fuel Ratio (excl. PDO)	PCI Adj Fuel Ratio	2023 Fuel Ratio (excl. PDO)	PDO Adj Fuel Ratio	2023 Fuel Ratio (incl. PDO)	2023 Fuel Rate	Fuel Ratio (excl. PDO)	PCI Adj Fuel Ratio	2023 Fuel Ratio (excl. PDO)	PDO Adj Fuel Ratio	Fuel Ratio (incl. PDO)	2023 Fuel Rate						
	(%)	(%)	(%)	(%)	(%)	(\$/GJ)	(%)	(%)	(%)	(%)	(%)	(\$/GJ)						
	(a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(j)	(k) = (i+j)	(I)						
2 East 3 West	0.167 0.167	0.006 0.006		0.000 0.000	0.173 0.173	0.014 0.014	0.167 0.474	0.006 0.017		0.027 0.000	0.200 0.492	0.017 0.041						
		Author	N ized overrun -	116	e to Down			Author	M rized Overrun -	I16	ns to Bool							
	2022	PCI Adi	2023	PDO Adi	2023		2022	PCI Adi	2023	PDO Adi	2023							
	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023						
	(excl. PDO) (%)	Ratio (%)	(excl. PDO) (%)	Ratio (%)	(incl. PDO) (%)	Fuel Rate (\$/GJ)	(excl. PDO) (%)	Ratio (%)	(excl. PDO) (%)	Ratio (%)	(incl. PDO) (%)	Fuel Rate (\$/GJ)						
	(a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(j)	(k) = (i+j)	(I)						
4 East	0.167	0.006	0.173	0.000	0.173	0.080	0.167	0.006	0.173	0.027	0.200	0.044						
5 West	0.167	0.006	0.173	0.000	0.173	0.129	0.474	0.017	7 0.492	0.000	0.492	0.118						
				117						117					М			
	2022	Fue PCI Adj	l Charges - Da 2023	PDO Adj	ery Area 2023		2022	Fuel Cha PCI Adi	rges - Kirkwall 2023	to Delivery A PDO Adj	Area or Dawn 2023		2022	Fuel Chai PCI Adj	rges - Parkway 2023	to Delivery a PDO Adj	Area or Dawn 2023	1
	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023
	(excl. PDO)	Ratio (%)	(excl. PDO) (%)	Ratio (%)	(incl. PDO) (%)	Fuel Rate (I)	(excl. PDO) (%)	Ratio (%)	(excl. PDO) (%)	Ratio (%)	(incl. PDO) (%)	Fuel Rate (I)	(excl. PDO) (%)	Ratio (%)	(excl. PDO) (%)	Ratio (%)	(incl. PDO) (%)	Fuel Rate (\$/GJ)
	(%) (a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(j)	(k) = (i+j)	(I)	(m)	(n)	(o) = (m+n)	(p)	(q) = (o+p)	(\$/GJ)
6 Summer	0.338	0.012	0.350	-0.001	0.349	0.029	0.167	0.006	0.173	0.000	0.173	0.014	0.293	0.011	0.303	0.024	0.327	0.027
7 Winter	0.795	0.029		0.012		0.070	0.167	0.006		0.000			0.167	0.006		0.000		
		Author	N ized overrun -	117 Dawn to De	livery Area		4	Authorized (N Overrun - Kirkw	I17	ry Area or Da	wn	Δ	uthorized C	M Overrun - Parkw		ry Area or Ds	awn
	2022	PCI Adj	2023	PDO Adj	2023		2022	PCI Adj	2023	PDO Adj	2023	wii	2022	PCI Adj	2023	PDO Adj	2023	.wii
	Fuel Ratio (excl. PDO)	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio (excl. PDO)	Fuel Ratio	Fuel Ratio	Fuel Ratio	Fuel Ratio (incl. PDO)	2023	Fuel Ratio (excl. PDO)	Fuel Ratio	Fuel Ratio	Fuel Ratio	Fuel Ratio (incl. PDO)	2023
	(excl. PDO) (%)	Ratio (%)	(excl. PDO) (%)	Ratio (%)	(incl. PDO) (%))23Fuel Rate	(exci. PDO) (%)	(%)	(excl. PDO) (%)	(%))23Fuel Rate	(exci. PDO) (%)	(%)	(excl. PDO) (%)	(%)	(Incl. PDO) (%)	(\$/GJ)
	(a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(j)	(k) = (i+j)	(I)	(m)	(n)	(o) = (m+n)	(p)	(q) = (o+p)	(r)
8 Summer 9 Winter	0.993 1.449	0.036 0.052		(0.001) 0.012	1.028 1.513	0.242 0.282	0.822 0.822	0.030		0.000 0.000	0.851 0.851	0.167 0.167	0.947 0.822	0.034 0.030		0.024 0.000	1.005 0.851	0.180 0.167

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UNION RATE ZONES

Continuity of C1 Monthly Transportation Fuel Ratios and Rates including Parkway Delivery Obligation (PDO) Pass-through
Firm or Interruptible Transportation Commodity

<u>Effective January 1, 2023</u>

		C1 St. Clair / Dawn				C1 Ojibway / Dawn					C1 Bluewater / Dawn								
Line No. Pa	articulars	2022 Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%)	2023 Fuel Ratio (excl. PDO) (%)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d)	2023 Fuel Rate (\$/GJ) (f)	2022 Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%)	2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j)	2023 Fuel Rate (\$/GJ)	2022 Fuel Ratio (excl. PDO) (%) (m)	PCI Adj Fuel Ratio (%)	2023 Fuel Ratio (excl. PDO) (%) (o) = (m+n)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (q) = (o+p)	2023 Fuel Rate (\$/GJ) (r)
1 Si 2 W	ummer Vinter	0.219 0.282	0.008 0.010	0.227	0.000 0.000	0.227	0.019 0.024	0.474 0.322	0.017 0.012	0.492	0.000 0.000	0.492 0.334	0.041 0.028	0.219 0.282	0.008	0.227	0.000	0.227 0.292	0.019 0.024
					C1 Dawn-TCPL						C1 lawn-Vector								
		2022 Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%)	2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d)	2023 Fuel Rate (\$/GJ) (f)	2022 Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%) (h)	2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j)	2023 Fuel Rate (\$/GJ)						
	ummer Vinter	0.167 0.373	0.006 0.013	0.173 0.386	0.000 0.000		0.014 0.032	0.360 0.167	0.013 0.006		0.000 0.000	0.373 0.173	0.031 0.014						
					C1 to Kirkwall						C1 to Dawn					C Kirkwall			
		2022 Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%)	2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d)	2023 Fuel Rate (\$/GJ)	2022 Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%)	2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j)	2023 Fuel Rate (\$/GJ)	2022 Fuel Ratio (excl. PDO) (%) (m)	PCI Adj Fuel Ratio (%)	2023 Fuel Ratio (excl. PDO) (%) (o) = (m+n)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (q) = (o+p)	2023 Fuel Rate (\$/GJ) (r)
5 Si 6 W	ummer Vinter	0.293 0.167	0.011 0.006	0.303 0.173	0.024 0.000	0.327	0.027 0.014	0.293 0.167	0.011 0.006	0.303	0.024 0.000	0.327 0.173	0.027 0.014	0.167 0.167	0.006	0.173	0.000	0.173 0.173	0.014 0.014
					C1 o Kirkwall						C1 rkway (TCPL	.)				C Kirkwall to			
		2022 Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%) (b)	2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b)	PDO Adj Fuel Ratio (%) (d)	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d)	2023 Fuel Rate (\$/GJ)	2022 Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%) (h)	2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j)	2023 Fuel Rate (\$/GJ)	2022 Fuel Ratio (excl. PDO) (%) (m)	PCI Adj Fuel Ratio (%) (n)	2023 Fuel Ratio (excl. PDO) (%) (o) = (m+n)	PDO Adj Fuel Ratio (%) (p)	2023 Fuel Ratio (incl. PDO) (%) (q) = (o+p)	2023 Fuel Rate (\$/GJ) (r)
7 Si 8 W	ummer Vinter	0.338 0.795	0.012 0.029	0.350 0.823	-0.001 0.012	0.349 0.835	0.029 0.070	0.575 1.064	0.021 0.038	0.595	0.040 0.035	0.636 1.137	0.053 0.095	0.403 0.436	0.015 0.016		0.041 0.023	0.459 0.475	0.038 0.040

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UNION RATE ZONES

Continuity of C1 Monthly Transportation Authorized Overrun Fuel Ratios and Rates including Parkway Delivery Obligation (PDO) Pass-through
Firm or Interruptible Transportation Commodity

<u>Effective January 1, 2023</u>

				C1						21	_					21		
	2022	PCI Adi	norized Overru 2023	PDO Adi	2023		2022	PCI Adi	norized Overru 2023	n - Ojibway / PDO Adi	2023		2022	PCI Adi	orized Overrur 2023	PDO Adi	/ Dawn 2023	
	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023	Fuel Ratio	Fuel	Fuel Ratio	Fuel	Fuel Ratio	2023
Line	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate
No. Particulars	(%)	(%)	(%)	(%)	(%)	(\$/GJ)	(%)	(%)	(%)	(%)	(%)	(\$/GJ)	(%)	(%)	(%)	(%)	(%)	(\$/GJ)
	(a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(j)	(k) = (i+j)	(1)	(m)	(n)	(o) = (m+n)	(p)	(q) = (o+p)	(r)
1 Summer	0.219	0.008	0.227	0.000	0.227	0.095	0.474	0.017	0.492	0.000	0.492	0.118	0.219	0.008	0.227	0.000	0.227	0.095
2 Winter	0.282	0.010	0.292	0.000	0.292	0.101	0.322	0.012	0.334	0.000	0.334	0.104	0.282	0.010	0.292	0.000	0.292	0.101
				C1						21								
			ized Overrun						ized Overrun -									
	2022 Fuel Ratio	PCI Adj Fuel	2023 Fuel Ratio	PDO Adj Fuel	2023	0000	2022 Fuel Ratio	PCI Adj Fuel	2023 Fuel Ratio	PDO Adj Fuel	2023 Fuel Ratio	0000						
	(excl. PDO)	Ratio	(excl. PDO)	Ratio	Fuel Ratio (incl. PDO)	2023 Fuel Rate	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	2023 Fuel Rate						
	(%)	(%)	(%)	(%)	(%)	(\$/GJ)	(%)	(%)	(%)	(%)	(%)	(\$/GJ)						
	(a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(i)	(k) = (i+j)	(I)						
3 Summer	0.167	0.006	0.173	0.000	0.173	0.014	0.360	0.013	0.373	0.000	0.373	0.031						
4 Winter	0.373	0.013	0.386	0.000	0.386	0.032	0.167	0.006	0.173	0.000	0.173	0.014						
				C1						01						21		
			rized Overrun	- Parkway to					orized Overrur	- Parkway to					orized Overrur	ı - Kirkwall to		
	2022 Fuel Patio	PCI Adj	rized Overrun 2023	- Parkway to PDO Adj	2023	2022	2022 Fuel Patio	PCI Adj	orized Overrur 2023	- Parkway to PDO Adj	2023	2022	2022 Fuel Patio	PCI Adj	orized Overrur 2023	PDO Adj	2023	2022
	Fuel Ratio	PCI Adj Fuel	rized Overrun 2023 Fuel Ratio	Parkway to PDO Adj Fuel	2023 Fuel Ratio	2023 Fuel Rate	Fuel Ratio	PCI Adj Fuel	2023 Fuel Ratio	- Parkway to PDO Adj Fuel	2023 Fuel Ratio	2023 Fuel Rate	Fuel Ratio	PCI Adj Fuel	orized Overrur 2023 Fuel Ratio	PDO Adj Fuel	2023 Fuel Ratio	2023 Fuel Rate
		PCI Adj	rized Overrun 2023	- Parkway to PDO Adj	2023	2023 Fuel Rate (\$/GJ)		PCI Adj	orized Overrur 2023	- Parkway to PDO Adj	2023	2023 Fuel Rate (\$/GJ)		PCI Adj	orized Overrur 2023	PDO Adj	2023	2023 Fuel Rate (\$/GJ)
	Fuel Ratio (excl. PDO)	PCI Adj Fuel Ratio	2023 Fuel Ratio (excl. PDO)	Parkway to PDO Adj Fuel Ratio	2023 Fuel Ratio (incl. PDO)	Fuel Rate	Fuel Ratio (excl. PDO)	PCI Adj Fuel Ratio	2023 Fuel Ratio (excl. PDO)	PDO Adj Fuel Ratio	2023 Fuel Ratio (incl. PDO)	Fuel Rate	Fuel Ratio (excl. PDO)	PCI Adj Fuel Ratio	2023 Fuel Ratio (excl. PDO)	PDO Adj Fuel Ratio	2023 Fuel Ratio (incl. PDO)	Fuel Rate
5 Summer	Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%) (b)	2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b)	Parkway to PDO Adj Fuel Ratio (%) (d)	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d)	Fuel Rate (\$/GJ) (f)	Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%)	2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j)	Fuel Rate (\$/GJ)	Fuel Ratio (excl. PDO) (%) (m)	PCI Adj Fuel Ratio (%) (n)	2023 Fuel Ratio (excl. PDO) (%) (o) = (m+n)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%)	Fuel Rate (\$/GJ) (r)
5 Summer 6 Winter	Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%)	rized Overrun 2023 Fuel Ratio (excl. PDO) (%)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%)	Fuel Rate (\$/GJ)	Fuel Ratio (excl. PDO) (%) (g)	PCI Adj Fuel Ratio (%) (h)	2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%)	Fuel Rate (\$/GJ)	Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%)	2023 Fuel Ratio (excl. PDO) (%)	PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (q) = (o+p)	Fuel Rate (\$/GJ)
	Fuel Ratio (excl. PDO) (%) (a)	PCI Adj Fuel Ratio (%) (b)	rized Overrun 2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b) 0.981 0.851	- Parkway to PDO Adj Fuel Ratio (%) (d) 0.024 0.000	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d) 1.005	Fuel Rate (\$/GJ) (f) 0.208	Fuel Ratio (excl. PDO) (%) (g) 0.947	PCI Adj Fuel Ratio (%) (h)	2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h) 0.981 0.851	- Parkway tr PDO Adj Fuel Ratio (%) (j) 0.024 0.000	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j) 1.005	Fuel Rate (\$/GJ) (I) 0.208	Fuel Ratio (excl. PDO) (%) (m)	PCI Adj Fuel Ratio (%) (n)	orized Overrur 2023 Fuel Ratio (excl. PDO) (%) (o) = (m+n) 0.851	n - Kirkwall to PDO Adj Fuel Ratio (%) (p) 0.000	2023 Fuel Ratio (incl. PDO) (%) (q) = (0+p) 0.851	Fuel Rate (\$/GJ) (r) 0.123
	Fuel Ratio (excl. PDO) (%) (a)	PCI Adj Fuel Ratio (%) (b) 0.034 0.030	rized Overrun 2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b) 0.981 0.851	I - Parkway to PDO Adj Fuel Ratio (%) (d) 0.024 0.000	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d) 1.005 0.851	Fuel Rate (\$/GJ) (f) 0.208	Fuel Ratio (excl. PDO) (%) (g) 0.947	PCI Adj Fuel Ratio (%) (h) 0.034	orized Overrur 2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h) 0.981 0.851	- Parkway to PDO Adj Fuel Ratio (%) (j) 0.024 0.000	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j) 1.005 0.851	Fuel Rate (\$/GJ) (I) 0.208	Fuel Ratio (excl. PDO) (%) (m)	PCI Adj Fuel Ratio (%) (n) 0.030 0.030	orized Overrur 2023 Fuel Ratio (excl. PDO) (%) (o) = (m+n) 0.851 0.851	n - Kirkwall to PDO Adj Fuel Ratio (%) (p) 0.000 0.000	2023 Fuel Ratio (incl. PDO) (%) (q) = (o+p) 0.851 0.851	Fuel Rate (\$/GJ) (r) 0.123
	Fuel Ratio (excl. PDO) (%) (a) 0.947 0.822	PCI Adj Fuel Ratio (%) (b) 0.034 0.030	rized Overrun 2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b) 0.981 0.851	I - Parkway to PDO Adj Fuel Ratio (%) (d) 0.024 0.000	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d) 1.005 0.851	Fuel Rate (\$/GJ) (f) 0.208	Fuel Ratio (excl. PDO) (%) (g) 0.947 0.822	PCI Adj Fuel Ratio (%) (h) 0.034 0.030	orized Overrur 2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h) 0.981 0.851	Parkway to PDO Adj Fuel Ratio (%) (j) 0.024 0.000	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j) 1.005 0.851	Fuel Rate (\$/GJ) (I) 0.208	Fuel Ratio (excl. PDO) (%) (m) 0.822 0.822	PCI Adj Fuel Ratio (%) (n) 0.030 0.030	orized Overrur 2023 Fuel Ratio (excl. PDO) (%) (o) = (m+n) 0.851 0.851	n - Kirkwall to PDO Adj Fuel Ratio (%) (p) 0.000 0.000	2023 Fuel Ratio (incl. PDO) (%) (q) = (o+p) 0.851 0.851	Fuel Rate (\$/GJ) (r) 0.123
	Fuel Ratio (excl. PDO) (%) (a)	PCI Adj Fuel Ratio (%) (b) 0.034 0.030	rized Overrun 2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b) 0.981 0.851	I - Parkway to PDO Adj Fuel Ratio (%) (d) 0.024 0.000	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d) 1.005 0.851	Fuel Rate (\$/GJ) (f) 0.208	Fuel Ratio (excl. PDO) (%) (g) 0.947	PCI Adj Fuel Ratio (%) (h) 0.034	orized Overrur 2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h) 0.981 0.851	- Parkway to PDO Adj Fuel Ratio (%) (j) 0.024 0.000	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j) 1.005 0.851	Fuel Rate (\$/GJ) (I) 0.208	Fuel Ratio (excl. PDO) (%) (m)	PCI Adj Fuel Ratio (%) (n) 0.030 0.030	orized Overrur 2023 Fuel Ratio (excl. PDO) (%) (o) = (m+n) 0.851 0.851	n - Kirkwall to PDO Adj Fuel Ratio (%) (p) 0.000 0.000	2023 Fuel Ratio (incl. PDO) (%) (q) = (o+p) 0.851 0.851	Fuel Rate (\$/GJ) (r) 0.123
	Fuel Ratio (excl. PDO) (%) (a) 0.947 0.822	PCI Adj Fuel Ratio (%) (b) 0.034 0.030	rized Overrun 2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b) 0.981 0.851	I - Parkway to PDO Adj Fuel Ratio (%) (d) 0.024 0.000 C1 In - Dawn to PDO Adj	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d) 1.005 0.851	Fuel Rate (\$/GJ) (f) 0.208 0.195	Fuel Ratio (excl. PDO) (%) (g) 0.947 0.822	PCI Adj Fuel Ratio (%) (h) 0.034 0.030 Authoriz	2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h) 0.981 0.851	- Parkway to PDO Adj Fuel Ratio (%) (j) 0.024 0.000	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j) 1.005 0.851 way (TCPL) 2023	Fuel Rate (\$/GJ) (I) 0.208 0.195	Fuel Ratio (excl. PDO) (%) (m) 0.822 0.822	PCI Adj Fuel Ratio (%) (n) 0.030 0.030 Author	2023 Fuel Ratio (excl. PDO) (%) (o) = (m+n) 0.851 0.851 crized Overrun 2023	n - Kirkwall to PDO Adj Fuel Ratio (%) (p) 0.000 0.000 C1 - Kirkwall to PDO Adj	2023 Fuel Ratio (incl. PDO) (%) (q) = (o+p) 0.851 0.851	Fuel Rate (\$/GJ) (r) 0.123 0.123
	Fuel Ratio (excl. PDO) (%) (a) 0.947 0.822 2022 Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%) (b) 0.034 0.030 Auth PCI Adj Fuel Ratio (%)	2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b) 0.981 0.851 corized Overru 2023 Fuel Ratio (excl. PDO) (%)	I - Parkway to PDO Adj Fuel Ratio (%) (d) 0.024 0.000 C1 In - Dawn to PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d) 1.005 0.851 Kirkwall 2023 Fuel Ratio (incl. PDO) (%)	Fuel Rate (\$/GJ) (f) 0.208 0.195	Fuel Ratio (excl. PDO) (%) (g) 0.947 0.822 2022 Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%) (h) 0.034 0.030 Authoriz PCI Adj Fuel Ratio (%)	2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h) 0.981 0.851 (ed Overrun - [2023 Fuel Ratio (excl. PDO) (%)	- Parkway to PDO Adj Fuel Auwn to Park PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j) 1.005 0.851 way (TCPL) 2023 Fuel Ratio (incl. PDO) (%)	Fuel Rate (\$/GJ) (I) 0.208 0.195	Fuel Ratio (excl. PDO) (%) (m) 0.822 0.822 2022 Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%) (n) 0.030 0.030 Author PCI Adj Fuel Ratio (%)	orized Overrur 2023 Fuel Ratio (excl. PDO) (%) (o) = (m+n) 0.851 0.851 (c) ized Overrun 2023 Fuel Ratio (excl. PDO)	- Kirkwall to PDO Adj Fuel Ratio (%) (p) 0.000 0.000 0.000 C1 - Kirkwall to PDO Adj Fuel Ratio (%)	2023 Fuel Ratio (incl. PDO) (%) (q) = (o+p) 0.851 0.851 Parkway 2023 Fuel Ratio (incl. PDO) (%)	Fuel Rate (\$/GJ) (r) 0.123 0.123 2023 Fuel Rate (\$/GJ)
	Fuel Ratio (excl. PDO) (%) (a) 0.947 0.822 22 Fuel Ratio (excl. PDO)	PCI Adj Fuel Ratio (%) (b) 0.034 0.030 Auth PCI Adj Fuel Ratio	2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b) 0.981 0.851	Parkway to PDO Adj Fuel Ratio (%) (d) 0.024 0.000 C1 In - Dawn to Fuel Ratio	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d) 1.005 0.851 Kirkwall 2023 Fuel Ratio (incl. PDO)	Fuel Rate (\$/GJ) (f) 0.208 0.195	Fuel Ratio (excl. PDO) (%) (g) 0.947 0.822 2022 Fuel Ratio (excl. PDO)	PCI Adj Fuel Ratio (%) (h) 0.034 0.030 Authoriz PCI Adj Fuel Ratio	2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h) 0.981 0.851 ed Overrun - [2023 Fuel Ratio (excl. PDO)	- Parkway to PDO Adj Fuel Ratio (%) (j) 0.024 0.000 C1 lawn to Park PDO Adj Fuel Ratio	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j) 1.005 0.851 way (TCPL) 2023 Fuel Ratio (incl. PDO)	Fuel Rate (\$/GJ) (I) 0.208 0.195	Fuel Ratio (excl. PDO) (%) (m) 0.822 0.822 2022 Fuel Ratio (excl. PDO)	PCI Adj Fuel Ratio (%) (n) 0.030 0.030 Author PCI Adj Fuel Ratio	2023 Fuel Ratio (excl. PDO) (%) (o) = (m+n) 0.851 0.851 cized Overrun 2023 Fuel Ratio (excl. PDO)	n - Kirkwall to PDO Adj Fuel Ratio (%) (p) 0.000 0.000 C1 - Kirkwall to PDO Adj Fuel Ratio	2023 Fuel Ratio (incl. PDO) (%) (q) = (o+p) 0.851 0.851 Parkway 2023 Fuel Ratio (incl. PDO)	Fuel Rate (\$/GJ) (r) 0.123 0.123 2023 Fuel Rate
6 Winter 7 Summer	Fuel Ratio (excl. PDO) (%) (a) (a) 0.947 0.822 (b) Fuel Ratio (excl. PDO) (%) (a) 0.993	PCI Adj Fuel Ratio (%) (b) 0.034 0.030 Auth PCI Adj Fuel Ratio (%) (b)	rized Overrun 2023 Fuel Ratio (excl. PDO) (%) 0.981 0.8851 oorized Overru 2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b) 1.029	- Parkway to PDO Adj Fuel Ratio (%) 0.024 0.000 C1 in - Dawn to PDO Adj Fuel Ratio (%) (%) -0.001	2023 Fuel Ratio (incl. PDO) (%) (%) (e) = (c+d) 1.005 0.851 **Cirkwall 2023 Fuel Ratio (incl. PDO) (%) (%) (e) = (c+d) 1.028	Fuel Rate (\$/GJ) (f) 0.208 0.195 2023 Fuel Rate (\$/GJ) (f) 0.191	Fuel Ratio (excl. PDO) (%) (9) (9) (9) (9.822 (9.82	PCI Adj Fuel Ratio (%) (h) 0.034 0.030 Authoriz PCI Adj Fuel Ratio (%) (h)	orized Overrur 2023 Fuel Ratio (excl. PDO) (%) 0.981 0.8851 ead Overrur - E 2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h) 0.8851	I - Parkway tr PDO Adj Fuel Ratio (%) (i) 0.024 0.000 C1 lawn to Park PDO Adj Fuel Ratio (%) (i) 0.040	2023 Fuel Ratio (incl. PDO) (%) (%) (k) = (i+j) 1.005 0.851 way (TCPL) 2023 Fuel Ratio (incl. PDO) (%) (%) (k) = (i+j) 1.314	Fuel Rate (\$/GJ) (I) 0.208 0.195 2023 Fuel Rate (\$/GJ) (I) 0.234	Fuel Ratio (excl. PDO) (%) (%) (m) 0.822 0.822 Fuel Ratio (excl. PDO) (%) (m) 1.058	PCI Adj Fuel Ratio (%) (n) 0.030 0.030 Author PCI Adj Fuel Ratio (%) (n)	2023 Fuel Ratio (excl. PDO) (%) 0.851 0.851 C cized Overrun - 2023 Fuel Ratio (excl. PDO) (%) 0.851 1.096	I – Kirkwall to PDO Adj Fuel Ratio (%) (p) 0.000 0.000 0.000 E1 Kirkwall to PDO Adj Fuel Ratio (%) (p) 0.041	2023 Fuel Ratio (incl. PDO) (%) (q) = (o+p) 0.851 0.851 Parkway 2023 Fuel Ratio (incl. PDO) (%) (q) = (o+p) 1.138	Fuel Rate (\$/GJ) (r) 0.123 0.123 2023 Fuel Rate (\$/GJ) (r)
6 Winter	Fuel Ratio (excl. PDO) (%) (a) 0.947 0.822 2022 Fuel Ratio (excl. PDO) (%) (a)	PCI Adj Fuel Ratio (%) (b) 0.034 0.030 Auth PCI Adj Fuel Ratio (%)	rized Overrun 2023 Fuel Ratio (excl. PDO) (%) 0.981 0.8851 orized Overru 2023 Fuel Ratio (excl. PDO) (%) (c) = (a+b) 1.029	I- Parkway to PDO Adj Fuel Ratio (%) (d) 0.024 0.000 C1 In - Dawn to PDO Adj Fuel Ratio (%) (d)	2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d) 1.005 0.851 Kirkwall 2023 Fuel Ratio (incl. PDO) (%) (e) = (c+d)	Fuel Rate (\$/GJ) (f) 0.208 0.195 2023 Fuel Rate (\$/GJ) (f)	Fuel Ratio (excl. PDO) (%) (g) (g) 0.947 0.822 2022 Fuel Ratio (excl. PDO) (%) (g)	PCI Adj Fuel Ratio (%) (h) 0.034 0.030 Authoriz PCI Adj Fuel Ratio (%) (h)	orized Overrur 2023 Fuel Ratio (excl. PDO) (%) 0.981 0.8851 ead Overrur - E 2023 Fuel Ratio (excl. PDO) (%) (i) = (g+h) 0.8851	I - Parkway to PDO Adj Fuel Ratio (%) (J) 0.024 0.000 C1 lawn to Park PDO Adj Fuel Ratio (%) (j) (j) (j) (j)	2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j) 1.005 0.851 way (TCPL) 2023 Fuel Ratio (incl. PDO) (%) (k) = (i+j)	Fuel Rate (\$/GJ) (I) 0.208 0.195 2023 Fuel Rate (\$/GJ) (I)	Fuel Ratio (excl. PDO) (%) (%) (m) 0.822 0.822 2022 Fuel Ratio (excl. PDO) (%) (m)	PCI Adj Fuel Ratio (%) (n) 0.030 0.030 Author PCI Adj Fuel Ratio (%)	2023 Fuel Ratio (excl. PDO) (%) (0) = (m+n) 0.851 0.85	I – Kirkwall to PDO Adj Fuel Ratio (%) 0.000 0.000 0.000 EX – Kirkwall to PDO Adj Fuel Ratio (%) (%) (%) (%) (%) (%) (%) (%) (%) (%)	2023 Fuel Ratio (incl. PDO) (%6) (q) = (o+p) 0.851 0.851 0.851 Parkway 2023 Fuel Ratio (incl. PDO) (%6) (q) = (o+p)	Fuel Rate (\$/GJ) (r) 0.123 0.123 0.123 Fuel Rate (\$/GJ) (r)

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UNION RATE ZONES

Union North

Calculation of Supplemental Service Charges Commissioning and Decommissioning Rates Effective January 1, 2023

Line No.	Particulars	Union North West	Union North East
		(a)	(b)
	Rate 20 - At 50% Load Factor		
_	Delivery (cents / m³)	0.4 7000	0.4.7000
1 2	Monthly Demand (1) Line 1 x 12 months	34.7968 417.5616	34.7968 417.5616
3	Line 1 x 12 months Line 2 / 365 days	1.1440	1.1440
4	Line 3 @ 50% Load Factor	2.2880	2.2880
5	Delivery Commodity Charge (1)	0.8331	0.8331
6	Total Delivery Commissioning and Decommissioning	3.1211	3.1211
	, , , , , , , , , , , , , , , , , , , ,		
	Gas Supply (cents / m³)		
7	Monthly Demand (1)	44.0366	45.0147
8	Gas Supply Demand - Price Adjustment (1)	-	-
9	(Line 7 + Line 8) x 12 months	528.4392	540.1764
10	Line 9 / 365 days	1.4478	1.4799
11	Line 10 @ 50% Load Factor	2.8956	2.9599
12	Commodity Transportation 1 (1)	2.6595	1.8385
13	Commodity Transportation 1 - Price Adjustment (1)	0.6490	(0.0836)
14	(Line 12 + Line 13) x (4/5)	2.6468	1.4039
15	Commodity Transportation 2 (1)		
16	Line 15 * (1/5)	-	-
	Total Commodity Transportation		
17	Charge for Commissioning and Decommissioning Rate	5.5424	4.3638
	Rate 100 - At 70% Load Factor		
	Delivery (cents / m³)		
18	Monthly Demand (2)	19.9460	19.9460
19	Line 18 x 12 months	239.3520	239.3520
20	Line 19 / 365 days	0.6558	0.6558
21	Line 20 @ 70% Load Factor	0.9368	0.9368
22	Commodity Charge (2)	0.2879	0.2879
23	Total Delivery Commissioning and Decommissioning	1.2247	1.2247
	Gas Supply (cents / m³)		
24	Monthly Demand (2)	75.2744	114.0459
25	Line 24 x 12 months	903.2928	1,368.5508
26	Line 25 / 365 days	2.4748	3.7495
27	Line 26 @ 70% Load Factor	3.5354	5.3564
28	Commodity Transportation 1 (2)	4.2342	6.5400
29	Line 28 * (3/7)	1.8147	2.8029
30	Commodity Transportation 2 (2)		
30 31	Line 30 * (4/7)		<u>-</u>
01	Line 00 (4/1)	-	-
	Total Commodity Transportation		
32	Charge for Commissioning and Decommissioning Rate	5.3500	8.1592

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

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UNION RATE ZONES

Union South

Calculation of Supplemental Service Charges Effective January 1, 2023

Line No.	Particulars		cents / m³	\$ / GJ
			(a)	(b)
	Gas Supply Admin Charge			
1	EB-2021-0147 Gas Supply Administration Costs (\$000's) (1)	7,108		
2	Price Cap Index 3.6% (\$000's)	258		
3	2023 Capital Pass-Throughs (\$000's) (2)	2		
4	EB-2022-0133 Gas Supply Administration Costs (\$000's)	7,368		
5	2013 Approved Sales Volumes (10 ³ m ³) (3)	3,533,863		
6	Gas Supply Admin Charge Unit Rate (line 4 / line 5)	-	0.2085	
	Minimum Annual Gas Supply Commodity Charge - Rate M4, Rate M5A			
7	Compressor Fuel		-	
8	Transportation Tolls		-	
9	Administration Charge		0.2085	
10	Minimum annual gas supply commodity charge	-	0.2085	0.053
	Can Sunah Canana ditu Channa			
44	Gas Supply Commodity Charges Commodity Cost of Gas		32.7161	
11 12	•		32.7101	
13	FT Transportation Commodity FT Fuel		-	
14	Total Gas Supply Commodity Charge	-	32.7161	8.363
14	Total Gas Supply Commodity Charge	-	32.7101	0.303
	Firm Gas Supply Service Monthly Demand Charge	-		
15	FT Demand Charge	-	157.6732	40.305
	Firm Backstop Gas:			
	Demand:			
16	Monthly space charge	0.0469		
17	Units required (4)	43		
18	Number of months	12	24.2231 (a)	
	Inventory carrying costs:			
19	Sales WACOG	32.6422		
20	Overrun storage withdrawal	0.6337		
21		33.2759		
22	Units required (m³)	43		
23	Pre-tax return (%)	8.170%	116.9017 (b)	
24	Annual demand charge		141.1248 (a) + (l	D)
25	Number of months	-	12	
26	Monthly demand charge	-	11.7604	3.006
07	Commodity:		00.0400	
27	Sales WACOG		32.6422	
28	Overrun storage withdrawal		0.6337	
29	Rate T1 - Overrun transportation		1.7516	
30	Rate T1 - Facility Carbon charge	-	0.0141	0.057
31	Commodity charge	_	35.0416	8.957

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 8, p. 2, line 4.
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 1, column (c), line 25.
- (3) EB-2011-0210, Rate Order, Working Papers, Schedule 14, column (a).
- (4) Each unit of added delivery requires 43 m³ of additional inventory.

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UNION RATE ZONES

Union South

Calculation of Supplemental Service Charges Effective January 1, 2023

Line			
No.	Particulars	cents / m³	\$ / GJ
		(a)	(b)
	Reasonable Efforts Backstop Gas:		
1	Rate M1 - Block 1 delivery rate	6.7946	
2	Rate M1 - Storage rate	0.9025	
3	Rate M1 - Facility Carbon charge	0.0141	
4	Sales WACOG	32.6422	
5	Total	40.3534	10.315
	Supplemental Inventory:		
6	Sales WACOG	32.6422	
7	Injection commodity	0.3624	
8	Space charge (p. 2, line 16 x 12)	0.5633	
9	7	33.5679	8.581
	Carrying costs (1/2 year)		
10	(line 9 x p. 2, line 23) / 2	1.3712	
11	Total (line 9 + line 10)	34.9392	8.931
	Supplemental Gas Sales:		
12	Supplemental inventory	34.9392	
13	Overrun storage withdrawal	0.6337	
14	Rate T1 - Overrun transportation	1.7516	
15	Rate T1 - Facility Carbon charge	0.0141	
16	Total	37.3386	
10	Total	37.3300	
	Failure to Deliver:		
17	Rate M1 - Block 1 delivery rate	6.7946	
18	Rate M1 - Storage rate	0.9025	
19	Rate M1 - Facility Carbon charge	0.0141	0.004
20	Failure to Deliver Adjustment	5.1708	1.322
21	Failure to Deliver Charge	12.8820	3.293
	Parkway Delivery Commitment Incentive ("PDCI")		
22	Rate M12 Dawn to Parkway demand rate		3.760
23	Line 19 x 12 months		45.120
24	Line 20 / 365 days		0.124
25	Rate M12 average Dawn to Parkway (TCPL / EGT) fuel rate (1)		0.071
26	Rate M12 Dawn to Parkway Facility Carbon Charge		0.004
27	Total (line 24 + line 25 + line 26) * (-1)	_	(0.199)
	· · · ·	_	

Notes:
(1) Exhibit D, Tab 2, Rate Order, Appendix B, Rate M12 Rate Schedule C, p. 1, average of Dawn to Parkway (TCPL / EGT) monthly fuel ratio at Oct. 1, 2022 QRAM Dawn Reference WACOG.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Schedule 8 Page 4 of 6

UNION RATE ZONES

Union South

Calculation of Supplemental Service Charges Calculation of Minimum & Maximum Charges Effective January 1, 2023

Line No.	Particulars		cents / m³
	Minimum Charges		(a)
	Rate M4 (F)	Minimum annual delivery commodity charge:	
1	, ,	Monthly delivery commodity charge (Rate M4 1st Block)	2.2885
2		Gas Supply Admin Charge	0.2085
3		Minimum annual delivery commodity charge	2.4970
	Rate M4 (I) / M5	Minimum annual delivery commodity charge:	
4		Monthly delivery commodity charge (Rate M5 1st Block)	3.8214
5		Gas Supply Admin Charge	0.2085
6		Minimum annual delivery commodity charge	4.0299
	Maximum Charges		
	Rate 25 Interruptible		
7		Average Rate 10 Firm Delivery Charge	7.7757
8		Percent of Average Firm Delivery Price	90%
		Rate 25 Maximum interruptible delivery	
9		commodity charge	6.9981
	Rate M7 Interruptible	Maximum interruptible delivery commodity charge:	
10	· · · · · · · · · · · · · · · · · · ·	Rate M7 firm commodity charge	0.7187
11		Rate M7 firm demand charge commoditized at a Load Factor of 16.73%	6.6491
12		Rate M7 maximum interruptible charge	7.3678
13	Rate T1 Interruptible	Maximum interruptible delivery commodity charge	7.3678
14	Rate T2 Interruptible	Maximum interruptible delivery commodity charge	7.3678
	Rate M7 - Commissioning and	d Decommissioning Rate	
	-		
45	Delivery (cents / m³)		20.0000
15 16	Monthly Demand (1) Annual Demand (line 15 x 1	2 months)	33.8388 406.0656
16 17	Daily Demand (line 16 / 365		1.1125
18	@ Class Average Firm Load		4.6543
19	Delivery Commodity Charge		0.7187
20	Delivery - Price Adjustment		-
21		ng and Decommissioning (line 18 + line 19 + line 20)	5.3730

Notes:
(1) Appendix A, p. 9.

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UNION RATE ZONES Union South Calculation of Supplemental Service Charges Effective January 1, 2023

Line No.	<u>Particulars</u>	Union Supplies Fuel	Customer Supplies Fuel
		(a)	(b)
	Rate T1 / Rate T2 / Rate T3 - At 100% Load Factor		
	Authorized Storage Overrun (\$ / GJ)		
1	Monthly Demand (1)	2.115	2.115
2	Annual Demand (line 1 x 12 months)	25.380	25.380
3	Daily Demand (line 2 / 365 days)	0.070	0.070
4	@ 100% Load Factor	0.070	0.070
5	Commodity Charge (2)	0.093	0.012
6	Total Storage Overrun (line 4 + line 5)	0.162	0.082
	Rate T1 - At 100% Load Factor		
	Authorized Transportation Overrun (cents / m³)		
7	Monthly Demand (3)	44.5954	44.5954
8	Annual Demand (line 7 x 12 months)	535.1448	535.1448
9	Daily Demand (line 8 / 365 days)	1.4662	1.4662
10	@ 100% Load Factor	1.4662	1.4662
11	Commodity Charge (4)	0.2854	0.1683
12	Total Transportation Overrun (line 10 + line 11)	1.7516	1.6345
	Rate T2 - At 100% Load Factor		
	Authorized Transportation Overrun (cents / m³)		
13	Monthly Demand (5)	33.1606	33.1606
14	Annual Demand (line 13 x 12 months)	397.9272	397.9272
15	Daily Demand (line 14 / 365 days)	1.0902	1.0902
16	@ 100% Load Factor	1.0902	1.0902
17 18	Commodity Charge (6) Total Transportation Overrun (line 16 + line 17)		0.0420 1.1322
10	Total Hansportation Overrun (line to + line 17)	1.2555	1.1322
	Rate T3 - At 100% Load Factor		
	Authorized Transportation Overrun (cents / m³)		
19	Monthly Demand (7)	20.7133	20.7133
20	Annual Demand (line 19 x 12 months)	248.5596	248.5596
21	Daily Demand (line 20 / 365 days)	0.6810	0.6810
22	@ 100% Load Factor	0.6810	0.6810
23 24	Commodity Charge (8) Total Transportation Overrun (line 22 + line 23)	0.2564 0.9374	0.1193 0.8003
24	Total Transportation Overrun (iiile 22 + iiile 23)	0.9374	0.0003

- (1) Appendix A, p. 10.
- (2) Column (a) calculated as WACOG / Heat Value * Overrun Fuel Ratio + Injection Commodity = \$327.161 /10³m³ / 39.12 GJ/10³m³ * 0.964% + \$0.012/GJ.
- (3) Appendix A, p. 10.
- (4) Column (a) calculated as WACOG / 10 * Transportation Fuel Ratio + Firm Commodity Transport = \$327.161 /10³m³ / 10 * 0.358% + 0.1683 cents/m³.
- (5) Appendix A, p.11.
- (6) Column (a) calculated as WACOG / 10 * Transportation Fuel Ratio + Firm Commodity Transport = \$327.161 /10³m³ / 10 * 0.309% + 0.0420 cents/m³.
- (7) Appendix A, p.12
- (8) Column (a) calculated as WACOG / 10 * Transportation Fuel Ratio + Firm Commodity Transport = \$327.161 /10³m³ / 10 * 0.419% + 0.1193 cents/m³.

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UNION RATE ZONES

Union South

Calculation of Union Supplied Fuel Rates for In-Franchise Semi-Unbundled Rate T1, Rate T2 and Rate T3

<u>Effective January 1, 2023</u>

Line No.	Particulars	Union Supplies Fuel	Customer Supplies Fuel
		(a)	(b)
	Rate T1 Transportation Service (cents/m³)		
1	Dawn Price as per EB-2022-0133	32.7161	
2	2023 Fuel Ratio as per EB-2022-0133	0.358%	
3	Fuel Rate (line 1 x line 2)	0.1171	
4	Firm Transportation Commodity Charge	0.1683	0.1683
5	All Volumes	0.2854	0.1683
6	Interruptible Transportation Commodity Charge - Maximum	7.3678	7.2507
	Rate T2 Transportation Service (cents/m³)		
7	Dawn Price as per EB-2022-0133	32.7161	
8	2023 Fuel Ratio as per EB-2022-0133	0.309%	
9	Fuel Rate (line 7 x line 8)	0.1011	
10	Firm Transportation Commodity Charge	0.0420	0.0420
11	All Volumes	0.1431	0.0420
12	Interruptible Transportation Commodity Charge - Maximum	7.3678	7.2667
	Rate T3 Transportation Service (cents/m³)		_
13	Dawn Price as per EB-2022-0133	32.7161	
14	·	0.419%	
15	2023 Fuel Ratio as per EB-2022-0133 Fuel Rate (line 13 x line 14)	0.419%	
16	Firm Transportation Commodity Charge	0.1371	0.1193
17	All Volumes	0.2564	0.1193
	Rate T1, Rate T2 & Rate T3 Storage Service (\$/GJ)		_
10	Down Price on per EP 2022 0422	0.262	
18	Dawn Price as per EB-2022-0133	8.363 0.445%	
19 20	2023 Fuel Ratio as per EB-2022-0133	0.445%	
21	Fuel Rate (line 18 x line 19) Storage Commodity Charge	0.037	0.012
22	All Volumes	0.012	0.012
	Rate T1, Rate T2 & Rate T3 Annual Firm Injection/Withdrawal Right	\$ / GJ (a)	
23	Customer provides deliverability Inventory Rate	1.473 (1)	
	Inventory Carrying Costs		
24	Space	75,177,124 (2)	
25	Inventory Percentage	20%	
26	Inventory (line 24 x line 25)	15,035,425	
27	Dawn Price as per EB-2022-0133	8.363	
28	ICC %	8.17%	
29	Inventory Carrying Costs (line 26 * line 27 * line 28 / 1000)	10,273	
30	Deliverability Demand Allocation Units	1,332,764 (3)	
31	Line 29 / line 30 x 1000 / 12	0.642	
32	Union provides deliverability Inventory as per EB-2022-0133 (line 23 + line 31)	2.115	

- (1) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, p. 16, line 2, column (o).
- (2) EB-2011-0210, Rate Order, Working Papers, Schedule 19, p. 2, line 8, column (b).
- (3) EB-2011-0210, Rate Order, Working Papers, Schedule 19, p. 1, line 5, column (e).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 9 Page 1 of 2

UNION RATE ZONES Summary of Approved 2022 Revenue Changes

		2022 Base Revenue		2022 Reven	ue Changes		2022 Base Revenue	DSM	PDO	ICM	2022 Total Revenue
Line No.	Particulars (\$000's)	EB-2021-0147 2022 Rates (1)	EB-2021-0281 Jan-22 QRAM (2)	EB-2022-0089 Apr-22 QRAM (3)	EB-2022-0150 Jul-22 QRAM (4)	EB-2022-0219 Oct-22 QRAM (5)	EB-2021-0147 2022 Rates	EB-2021-0147 2022 Rates	EB-2021-0147 2022 Rates	EB-2020-0181 2022 Rates	EB-2022-0133 2022 Rates
	North Delivery	(a)	(b)	(c)	(d)	(e)	(f) = (sum a:e)	(g)	(h)	(i)	(j) = (sum d:g)
	·										
1	Rate 01	168,425	757	256	2,707	616	172,760	6,625	-	-	179,385
2	Rate 10	20,854	229	77	818	186	22,163	3,127	-	-	25,290
3	Rate 20	15,362	77	26	276	63	15,803	1,753	-	-	17,556
4	Rate 25	5,293	-	-	-	-	5,293	-	-	-	5,293
5	Rate 100	17,353	3	1	10	2	17,371	1,147	-	-	18,518
6	Total In-Franchise North Delivery	227,287	1,066	360	3,810	867	233,391	12,652	-	-	246,043
	South Delivery & Storage										
7	Rate M1	418,762	1,387	467	4,950	1,126	426,693	27,446	13,339	10,127	477,605
8	Rate M2	53,681	467	157	1,667	379	56,351	10,658	5,020	3,712	75,742
9	Rate M4	13,639	147	50	526	120	14,481	4,765	1,192	1,706	22,145
10	Rate M5A	11,056	187	63	670	152	12,128	499	36	56	12,719
11	Rate M7	4,142	55	18	195	44	4,454	2,034	933	959	8,380
12	Rate M9	899	24	8	84	19	1,034	-	304	113	1,451
13	Rate M10	14	0	0	0	0	14	-	2	1	18
14	Rate T1	10,795	24	10	95	22	10,946	1,569	842	733	14,090
15	Rate T2	51,768	73	32	293	67	52,232	4,725	4,768	5,652	67,377
16	Rate T3	5,899	-	-	-	-	5,899	-	1,385	514	7,797
17	Total In-Franchise South Delivery and Storage	570,655	2,363	805	8,479	1,930	584,232	51,698	27,821	23,573	687,324
18	Total In-franchise Delivery	797,942	3,428	1,165	12,289	2,797	817,623	64,350	27,821	23,573	933,366

- Notes:
 (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (I).
- (2) EB-2021-0281, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2021-0281, Exhibit E, Tab 2, Schedule 3, column (g) (3) EB-2022-0089, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2022-0089, Exhibit E, Tab 2, Schedule 3, column (g) (4) EB-2022-0150, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2022-0150, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2022-0150, Exhibit E, Tab 2, Schedule 3, column (g) (5) EB-2022-0219, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2022-0219, Exhibit E, Tab 2, Schedule 3, column (g)

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 9 Page 2 of 2

UNION RATE ZONES Summary of Approved 2022 Revenue Changes

		2022 Base Revenue		2022 Reve	nue Changes		2022 Base Revenue	DSM	PDO	ICM	2022 Total Revenue
Line	D. (1. 1. (2000).)	EB-2021-0147	EB-2021-0281	EB-2022-0089	EB-2022-0150	EB-2022-0219	EB-2021-0147	EB-2021-0147	EB-2021-0147	EB-2020-0181	EB-2022-0133
No.	Particulars (\$000's)	2022 Rates (1) (a)	Jan-22 QRAM (2) (b)	Apr-22 QRAM (3) (c)	Jul-22 QRAM (4) (d)	Oct-22 QRAM (5) (e)	2022 Rates (f) = (sum a:e)	2022 Rates (g)	2022 Rates (h)	2022 Rates (i)	2022 Rates (j) = (sum d:g)
	North Transportation & Storage	(a)	(5)	(6)	(u)	(e)	(i) = (suiii a.e)	(9)	(11)	(1)	() = (sum a.g)
1	Rate 01	71,749	(694)	128	1,071	280	72,534	-	9	-	72,543
2	Rate 10	20,984	(194)	45	376	98	21,309	-	3	-	21,312
3	Rate 20	6,470	(71)	20	167	44	6,629	-	1	-	6,631
4	Rate 25	490	(7)	3	26	7	519	-	-	-	519
5	Rate 100	313	0	0	1	0	315	-	-	-	315
6	Total Northern Transportation and Storage	100,006	(967)	196	1,642	429	101,306		13		101,319
7	Gas Supply Admin Charge	7,108					7,108				7,108
8	Total In-Franchise	905,056	2,462	1,362	13,931	3,226	926,038	64,350	27,834	23,573	1,041,794
	Ex-Franchise										
9	Rate M12	278,311	-	-	-	-	278,311	-	825	-	279,135
10	Rate M13	444	7	3	25	6	484	-	-	-	484
11	Rate M16	1,060	24	9	86	20	1,198	-	2	-	1,200
12	Rate M17	-	-	-	-	-	-	-	-	-	-
13	Rate C1	50,870	-	-	-	-	50,870	-	246	-	51,116
14	Total Ex-Franchise	330,685	31	12	111	25	330,863		1,074		331,936
15	Total Union Gas	1,235,741	2,492	1,373	14,042	3,251	1,256,900	64,350	28,907	23,573	1,373,730

- Notes:
 (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (I).
- (1) EB-2021-0141, Extinct to, 11ab 2, Rate Under, Working Papers, Scriedule 3, column (f).
 (2) EB-2021-0281, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2021-0281, Exhibit E, Tab 2, Schedule 3, column (g).
 (3) EB-2022-0089, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2022-0089, Exhibit E, Tab 2, Schedule 3, column (g).
 (4) EB-2022-0150, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2022-0150, Exhibit E, Tab 2, Schedule 3, column (g).
 (5) EB-2022-0219, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2022-0219, Exhibit E, Tab 2, Schedule 3, column (g).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 10 Page 1 of 4

<u>UNION RATE ZONES</u> 2022 and 2023 DSM Budget Allocation by Rate Class

Line No.	Particulars (\$000s)	Board-Approved 2022 DSM Budget (1)	2023 DSM Budget (2)	Change
		(a)	(b)	(c) = (b - a)
	<u>Union North</u>			
1	Rate 01	6,625	6,030	(595)
2	Rate 10	3,127	3,264	137
3	Rate 20	1,753	1,852	99
4	Rate 25 (3)	-	75	75
5	Rate 100	1,147	1,184	37
6	Total Union North	12,652	12,405	(247)
	Union South			
7	Rate M1	27,446	27,346	(101)
8	Rate M2	10,658	11,257	599
9	Rate M4	4,765	5,025	260
10	Rate M5	499	524	26
11	Rate M7	2,034	2,214	180
12	Rate M9 (3)	-	17	17
13	Rate M10 (3)	-	0	0
14	Rate T1	1,569	1,634	65
15	Rate T2	4,725	4,783	57
16	Rate T3 (3)	-	106	106
17	Total Union South	51,698	52,906	1,208
18	Total Union (line 5 + line 13)	64,350	65,311	961

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 10, column (b).
- (2) The 2023 DSM Budget included in 2023 rates is consistent with the rate allocation provided in the 2023-2027 DSM Plan application (EB-2021-0002), updated to reflect the Rate M4 and Rate M5 rate pooling adjustment to allocate pooled costs in proportion to 2023 forecast volumes.
- (3) Rates M9, M10, T3, & R25 are not eligible for DSM programs. These rate classes will however be subject to rate allocations related to the Low Income Program and Affordable Housing Savings By Design offering.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 10 Page 2 of 4

<u>UNION RATE ZONES</u> <u>Derivation of 2023 Demand Side Management ("DSM") Rates</u>

		2023	2023	2023
		Forecast	DSM	DSM
Line		Usage	Budget (1)	Rate
No.	Particulars	(10³m³)	(\$000s)	(cents / m³)
		(a)	(b)	(c) = (b / a)
	<u>Union North</u>			
	Rate 01 Small Volume General Service			
	Monthly Delivery Charge			
1	First 100 m ³	322,632	2,001	0.6201
2	Next 200 m ³	349,621	2,116	0.6052
3	Next 200 m ³	130,105	757	0.5815
4	Next 500 m ³	87,777	491	0.5599
5	Over 1,000 m ³	122,802	665	0.5419
6	Total Rate 01	1,012,937	6,030	0.5953
	Rate 10 Large Volume General Service			
	Monthly Delivery Charge			
7	First 1,000 m ³	22,870	288	1.2572
8	Next 9,000 m ³	132,394	1,370	1.0346
9	Next 20,000 m ³	89,904	816	0.9074
10	Next 70,000 m ³	65,364	540	0.8262
11	Over 100,000 m ³	48,301	251	0.5187
12	Total Rate 10	358,834	3,264	0.9095
	Rate 20 Medium Volume Firm Service (2)			
	Delivery Demand Charge			
13	First 70,000 m ³	25,506	476	1.8678
14	All over 70,000 m ³	66,226	727	1.0984
	Delivery Commodity Charge			
15	First 852,000 m ³	345,072	312	0.0905
16	All over 852,000 m ³	495,987	336	0.0677
17	Total Rate 20	841,059	1,852	0.2202
	Rate 25 Large Volume Interruptible Service			
18	Delivery Commodity Charge	260,373	75	0.0289
19	Total Rate 25	260,373	75	0.0289
	Rate 100 Large Volume Firm Service (2)			
20	Delivery Demand Charge	41,090	888	2.1618
21	Delivery Commodity Charge	1,036,696	296	0.0286
22	Total Rate 100	1,036,696	1,184	0.1142

- (1) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 10, p. 1, column (b).
- (2) Recovery between demand and commodity rates consistent with approved rate design by rate class.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 10 Page 3 of 4

<u>UNION RATE ZONES</u> <u>Derivation of 2023 Demand Side Management ("DSM") Rates</u>

		2023	2023	2023
		Forecast	DSM	DSM
Line		Usage	Budget (1)	Rate
No.	Particulars	$(10^3 m^3)$	(\$000s)	(cents / m³)
		(a)	(b)	(c) = (b / a)
	Union South			
	Rate M1 - Small Volume General Service			
	Monthly Delivery Commodity Charge			
1	First 100 m ³	1,010,208	9,805	0.9706
2	Next 150 m³	877,779	8,108	0.9237
3	All over 250 m³	1,175,182	9,433	0.8027
4	Total - Rate M1	3,063,170	27,346	0.8927
	Rate M2 - Large Volume General Service			
	Monthly Delivery Commodity Charge			
5	First 1,000 m ³	83,233	810	0.9729
6	Next 6,000 m ³	364,260	3,482	0.9558
7	Next 13,000 m ³	348,729	3,136	0.8992
8	All over 20,000 m³	456,941	3,830	0.8381
9	Total Rate M2	1,253,164	11,257	0.8983
	M4 Firm Commercial/Industrial Contract Rate (2)			
	Monthly Demand Charge			
10	First 8,450 m ³	20,829	1,991	9.5571
11	Next 19.700 m ³	20,156	864	4.2852
12	All over 28.150 m³	4,464	161	3.6001
	Monthly Delivery Commodity Charge	,,,,,		
13	First Block	632,077	2,010	0.3180
14	All remaining use	52	0	0.1597
15	Total Rate M4	632,129	5,025	0.7950
	M5A Interruptible Commercial/Industrial Contract Rate			
	Firm contracts			
16	Monthly Demand Charge	432	35	8.1542
17	Monthly Delivery Commodity Charge	4,405	31	0.6927
	Interruptible contracts			
18	Delivery Commodity Charge (Avg Price)	61,566	459	0.7451
19	Total Rate M5A	65,971	524	0.7950
			· —	

- (1) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 10, p. 1, column (b).
- (2) Recovery between demand and commodity rates consistent with approved rate design by rate class.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 10 Page 4 of 4

<u>UNION RATE ZONES</u> <u>Derivation of 2023 Demand Side Management ("DSM") Rates</u>

		2023	2023	2023
		Forecast	DSM	DSM
Line		Usage	Budget (1)	Rate
No.	Particulars	(10 ³ m ³)	(\$000s)	(cents / m³)
		(a)	(b)	(c) = (b / a)
	M7 Special Large Volume Contract Rate			
	Firm Contracts			
1	Monthly Demand Charge	67,309	1,767	2.6246
2	Monthly Delivery Commodity Charge	685,981	369	0.0538
	Interruptible / Seasonal Contracts			
3	Monthly Delivery Commodity Charge	79,111	79	0.0993
4	Total Rate M7	765,093	2,214	0.2894
	M9 Large Wholesale Service			
5	Monthly Demand Charge	6,040	17	0.2795
6	Total Rate M9	90,073	17	0.0187
	M10 Small Wholesale Service			
7	Monthly Delivery Commodity Charge	329	0	0.0503
8	Total Rate M10	329	0	0.0503
	Rate T1 Contract Carriage Service			
	Monthly Demand Charge			
9	First 28,150 m ³	14,363	964	6.7121
10	Next 112,720 m³	12,177	565	4.6373
11	Interruptible Commodity Charge	37,543	105	0.2797
12	Total Rate T1	434,564	1,634	0.3759
	Rate T2 Contract Carriage Service			
	Monthly Demand Charge			
13	First 140,870 m ³	59,066	1,466	2.4821
14	All Over 140,870 m ³	245,154	3,219	1.3129
14	7.11 Over 140,070 III	240,104	0,210	1.0123
15	Interruptible Commodity Charge	98,698	98	0.0993
16	Total Rate T2	5,353,212	4,783	0.0893
	Rate T3 Contract Carriage Service			
17	Monthly Demand Charge	28,200	106	0.3768
18	Total Rate T3	249,200	106	0.0426
19	Total In-franchise		65,311	

⁽¹⁾ Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 10, p. 1, column (b).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 11 Page 1 of 10

UNION RATE ZONES 2022 and 2023 PDO Adjustments Allocation by Rate Class

Parkway Delivery Obligation (PDO) Reduction Costs and Parkway Delivery Commitment Incentive (PDCI) Costs

1 2	Particulars (\$000's)	Total PDO Costs (1) (a)	Total PDCI Costs (2)	Total	Total PDO	Total PDCI	Total	Total PDO	Change Total PDCI	Total
1 2	Particulars (\$000's)		Costs (2)							
2		(a)		Costs	Costs (3)	Costs (4)	Costs	Costs	Costs	Costs
2		(a)	(b)	(c) = (a + b)	(d)	(e)	(f) = (d + e)	(g) = (d - a)	(h) = (e - b)	(i) = (g + h)
	Rate M1	6,044	7,295	13,339	7,028	8,060	15,087	984	765	1,748
	Rate M2	2,261	2,759	5,020	2,633	3,067	5,700	372	308	680
3	Rate M4	510	683	1,192	612	839	1,451	103	156	259
	Rate M5 - Firm	2	3	5	3	3	6	0	(0)	0
5	Rate M5 - Interruptible	6	24	31	11	40	52	5	16	21
	Rate M7 - Firm	391	494	884	475	587	1,062	84	94	178
7	Rate M7 - Interruptible	10	38	48	15	52	67	5	14	18
	Rate M9	130	174	304	156	209	365	25	35	60
	Rate M10	1	1	2	1	1	3	0	0	0
	Rate T1 - Firm	338	477	815	424	616	1,040	86	139	225
	Rate T1 - Interruptible	6	21	27	11	40	52	6	19	25
12	Rate T2 - Firm	2,029	2,646	4,675	2,504	3,492	5,996	474	846	1,320
	Rate T2 - Interruptible	19	73	92	12	44	56	(7)	(29)	(36)
14	Rate T3	624	760	1,385	717	831	1,548	93	70	164
15	Total South In-franchise	12,372	15,448	27,821	14,603	17,881	32,483	2,230	2,432	4,663
	Excess Utility Storage Space	-	-	-	-	_	-	-	-	-
17	Rate C1 - Firm	9	-	9	17	-	17	8	-	8
	Rate C1 - Interruptible	237	-	237	461	-	461	224	-	224
19	Rate M12	825	-	825	1,603	-	1,603	778	-	778
	Rate M13	-	-	-	-	-	-	-	-	-
	Rate M16	2	-	2	5	-	5	2	-	2
22	Rate M17							-		
23	Total Ex-franchise	1,074		1,074	2,086		2,086	1,012		1,012
24	Rate 01	9	-	9	17	-	17	8	-	8
25	Rate 10	3	-	3	6	-	6	3	-	3
26	Rate 20	1	-	1	2	-	2	1	-	1
27	Rate 100	-	-	-	-	-	-	-	-	-
28	Rate 25									
29	Total North In-franchise	13		13_	25		25	12		12
30	Total Costs (line 15 + line 23 + line 29)	13,459	15,448	28,907	16,713	17,881	34,594	3,255	2,432	5,687

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.2, column (c).
 (2) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.2, column (f).
 (3) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.2, column (d).
 (4) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.2, column (g).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 11 Page 2 of 10

<u>UNION RATE ZONES</u> Summary of 2023 Rates Adjustments for Parkway Delivery Obligation (PDO) Reduction Costs and Parkway Delivery Commitment Incentive (PDCI) Costs

PDO Costs PDCI Costs Total Costs Firm Exchange Line Dawn-Parkway Compressor Total PDO Dawn-Parkway Compressor Total PDCI Demand Compressor Total No. Particulars (\$000's) Demand Costs (1) Fuel Costs (2) Service (3) Costs Demand Costs (4) Fuel Costs (5) Costs Costs Fuel Costs Costs (d) = (a + b + c)(g) = (e + f)(h) = (a + c + e) (i) = (b + f)(j) = (h + i)(a) (b) (c) (e) (f) 1 Rate M1 5.785 712 531 7.028 5.542 2.518 8.060 11.858 3.230 15.087 2 Rate M2 2,151 284 197 2,633 2,061 1,006 3,067 4,410 1,290 5,700 Rate M4 457 113 42 612 438 401 839 937 514 3 1,451 Rate M5 - Firm 2 0 0 3 2 3 5 6 Rate M5 - Interruptible 11 11 40 40 52 52 5 Rate M7 - Firm 376 64 35 475 360 227 587 771 291 1,062 Rate M7 - Interruptible 15 15 52 52 67 67 117 27 11 156 113 97 209 241 124 365 8 Rate M9 Rate M10 9 Ω 0 n Ω 3 Rate T1 - Firm 92 28 424 291 324 416 304 616 624 1,040 11 Rate T1 - Interruptible 11 40 40 52 52 11 12 Rate T2 - Firm 1.847 487 169 2.504 1.770 1.722 3.492 3,787 2.209 5.996 13 Rate T2 - Interruptible 12 12 44 44 56 56 54 14 Rate T3 588 76 717 563 268 831 1.205 343 1.548 Total South In-franchise 11.630 1.906 1.067 14,603 11.142 6,739 17.881 23.838 8,645 32.483 15 16 Excess Utility Storage Space 17 17 17 17 Rate C1 - Firm 17 Rate C1 - Interruptible 18 461 461 461 461 19 Rate M12 1,603 1,603 1,603 1,603 20 Rate M13 Rate M16 5 5 5 5 21 22 Rate M17 2,086 2,086 2,086 2,086 23 Total Ex-franchise 17 24 Rate 01 17 17 17 25 6 Rate 10 6 6 6 26 Rate 20 2 2 2 2 27 Rate 100 28 Rate 25 29 Total North In-franchise 25 25 25 25 30 Total Costs (line 15 + line 23 + line 29) 11,630 4,017 1,067 16,713 11,142 6,739 17,881 23,838 10,756 34,594

- (1) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.3, column (g).
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.4, column (d).
- (3) Firm Exchange Service between Dawn and Parkway. Calculated as 27 TJ/d x \$0.110/GJ/d x 365 = \$1.067 million. Rate represents negotiated fixed tariff. Allocated in proportion to 2023 Forecast Dawn-Parkway Design Day Demands
 - Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.6, column (b) + Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.7, column (b)
- (5) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.6, column (d) + Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.7, column (d)

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<u>UNION RATE ZONES</u> 2023 Delivery Impacts to Union South In-Franchise customers of M12 Demand Costs Based on 350 TJ per day of M12 Dawn-Parkway capacity and the T2 Billing Contract Demand Revenue Credit

Line No.	<u>Particulars</u>	2023 Forecast Dawn-Parkway Design Day Demands (10³m³/d) (a)	Dawn-Parkway Demand Costs of 200 TJ/d (1) (\$000's)	Dawn-Parkway Demand Costs of 19 TJ/d (2) (\$000's)	Dawn-Parkway Demand Costs of 132 TJ/d (3) (\$000's)	Dawn-Parkway Demand Costs of 350 TJ/d (\$000's) (e) = (b + c + d)	Rate T2 BCD Revenue Credit (\$000's) (f)	Total Demand Costs (\$000's) (g) = (e + f)
1	Rate M1	24,717	4,478	417	2,963	7,858	(2,073)	5,785
2	Rate M2	9,192	1,666	155	1,102	2,922	(771)	2,151
3	Rate M4	1,953	354	33	234	621	(164)	457
4	Rate M5 Firm	10	2	0	1	3	(1)	2
5	Rate M5 Interruptible	-	-	-	-	-	<u>-</u>	-
6	Rate M7 Firm	1,608	291	27	193	511	(135)	376
7	Rate M7 Interruptible	=	-	-	-	=	-	-
8	Rate M9	502	91	8	60	160	(42)	117
9	Rate M10	5	1	0	1	1	(0)	1
10	Rate T1 Firm	1,300	236	22	156	413	(109)	304
11	Rate T1 Interruptible	-	-	-	-	-	-	-
12	Rate T2 Firm	7,894	1,430	133	946	2,509	(662)	1,847
13	Rate T2 Interruptible	-	-	-	-	-	-	-
14	Rate T3	2,512	455	42	301	798	(211)	588
15	Total	49,691	9,003 (4	838 (5)	5,956 (6)	15,797	(4,168) (7)	11,630

Notes:

(6)

- (1) Allocated in proportion to column (a). Dawn-Parkway capacity of 200 TJ/d as per EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p. 3, column (b).
- (2) Allocated in proportion to column (a). Dawn-Parkway capacity of 19 TJ/d as per EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p. 3, column (c).
- (3) Allocated in proportion to column (a). Dawn-Parkway capacity of 132 TJ/d as per EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p. 3, column (d).
- (4) Calculated as 200 TJ x \$0.124/GJ/d x 365 = \$9.003 million. Rate represents the M12 Dawn-Parkway demand rate per EB-2022-0133.
- (5) Calculated as 19 TJ x \$0.124/GJ/d x 365 = \$0.838 million. Rate represents the M12 Dawn-Parkway demand rate per EB-2022-0133.
 - Calculated as 132 TJ x \$0.124/GJ/d x 365 = \$5.956 million. Rate represents the M12 Dawn-Parkway demand rate per EB-2022-0133.
- (7) Allocated in proportion to column (a). Incremental revenue associated with the Rate T2 BCD increase of \$4.168 million calculated at 2023 Rate T2 rates prior to 2023 PDO adjustment.

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UNION RATE ZONES 2023 Commodity Cost Adjustments based on Parkway Delivery Obligation Reduction of 218 TJ/d and 151 TJ/d of M12 Turnback

1 Rate M1 2,345,070 - 85,150 712 2 Rate M2 936,729 - 34,013 284 3 Rate M4 373,422 - 13,559 113 4 Rate M5 - Interruptible 803 - 29 0 5 Rate M5 - Interruptible 37,661 - 1,367 11 6 Rate M7 - Interruptible 48,363 - 1,756 15 7 Rate M9 90,073 - 3,271 27 9 Rate M10 329 - 12 0 10 Rate T1 - Firm 302,158 - 10,971 92 21 Rate T2 - Firm 1,603,804 - 58,234 487 13 Rate T2 - Interruptible 37,543 - 1,477 12 14 Rate T3 249,200 - 9,049 76 15 Total South In-franchise 6,277,260 - 227,928 (2)	Line No.	Particulars	2023 Forecast Union South Delivery Volumes East of Dawn (10 ³ m³) (a)	2023 Forecast Union North Delivery Volumes excl. T-Service and R25 (10 ³ m ³) (b)	Total PDO Reduction Fuel Impact (GJ) (c)		Total Compressor Fuel Cost (1) (\$000's) (d) = (c x 8.363 / 1000)
3 Rate M4 373,422 - 13,559 113 4 Rate M5 - Interruptible 37,661 - 1,367 11 6 Rate M7 - Interruptible 48,363 - 1,756 15 8 Rate M9 - Interruptible 48,363 - 1,756 15 8 Rate M9 - Interruptible 30,21 27 27 27 28 10,971 22 0 10 Rate M10 - Interruptible 32,9 - 12 0 0 0 12 0 0 0 12 0 0 13 11 12 12 0 0 12 0 0 13 13 13 13 11 12 14 12 14 12 14	1	Rate M1	2,345,070	-	85,150		712
4 Rate M5 - Firm 803 - 29 0 5 Rate M5 - Interruptible 37,661 - 1,367 11 6 Rate M7 - Firm 211,418 - 7,677 64 7 Rate M7 - Interruptible 48,363 - 1,756 15 8 Rate M9 90,073 - 3,271 27 9 Rate M10 329 - 12 0 10 Rate T1 - Interruptible 37,543 - 1,363 11 12 Rate T2 - Firm 1,603,804 - 58,234 487 13 Rate T2 - Interruptible 40,686 - 1,477 12 14 Rate T3 249,200 - 9,049 76 15 Total South In-franchise 6,277,260 - 227,928 (2) 1,906 16 Excess Utility Storage Space - - - - - 17 Rate C1 - Interruptible - -	2	Rate M2	936,729	-	34,013		284
5 Rate M5 - Interruptible 37,661 - 1,367 11 6 Rate M7 - Interruptible 48,363 - 1,756 15 8 Rate M9 90,073 - 3,271 27 9 Rate M9 90,073 - 3,271 27 9 Rate M9 329 - 12 0 10 Rate T1 - Firm 302,188 - 10,971 92 11 Rate T2 - Firm 1,603,804 - 58,234 487 12 Rate T2 - Interruptible 40,686 - 1,477 12 14 Rate T3 249,200 - 9,049 76 15 Total South In-franchise 6,277,260 - 227,928 (2) 1,906 16 Excess Utility Storage Space - - - - - 16 Excess Utility Storage Space - - - 2052 (3) 17 18 Rate C1 - Interruptible -	3	Rate M4	373,422	-	13,559		113
6 Rate M7 - Firm 211,418 - 7,677 64 7 Rate M7 - Interruptible 48,363 - 1,756 15 8 Rate M9 90,073 - 3,271 27 9 Rate M10 329 - 12 0 10 Rate M10 329 - 10,971 92 11 Rate T1 - Interruptible 37,543 - 1,363 11 12 Rate T2 - Interruptible 40,686 - 1,477 12 14 Rate T2 - Interruptible 40,686 - 1,477 12 14 Rate T3 249,200 - 9,049 76 15 Total South In-franchise 6,277,260 - 227,928 (2) 1,906 16 Excess Utility Storage Space - - - - - - 16 Excess Utility Storage Space - - - 2,052 (3) 17 18	4	Rate M5 - Firm		-			0
7 Rate M7 - Interruptible 48,363 - 1,756 15 8 Rate M9 90,073 - 3,271 27 9 Rate M10 329 - 12 0 10 Rate T1 - Firm 302,158 - 10,971 92 11 Rate T1 - Interruptible 37,543 - 1,363 11 12 Rate T2 - Firm 1,603,804 - 58,234 487 13 Rate T2 - Interruptible 40,686 - 1,477 12 14 Rate T3 249,200 - 9,049 76 15 Total South In-franchise 6,277,260 - 227,928 (2) 1,906 16 Excess Utility Storage Space -	5	Rate M5 - Interruptible	37,661	-	1,367		11
8 Rate M9 90,073 - 3,271 27 9 Rate M10 329 - 12 0 10 Rate T1 - Firm 302,158 - 10,971 92 11 Rate T1 - Interruptible 37,543 - 1,363 11 12 Rate T2 - Firm 1,603,804 - 58,234 487 13 Rate T2 - Interruptible 40,686 - 1,477 12 14 Rate T3 249,200 - 9,049 76 15 Total South In-franchise 6,277,260 - 227,928 (2) 1,906 16 Excess Utility Storage Space -	6		211,418	-	7,677		64
9 Rate M10 329 - 12 0 10 Rate T1 - Firm 302,158 - 10,971 92 11 Rate T1 - Interruptible 37,543 - 1,363 11 12 Rate T2 - Firm 1,603,804 - 58,234 487 13 Rate T2 - Interruptible 40,686 - 1,477 12 14 Rate T3 249,200 - 9,049 76 15 Total South In-franchise 6,277,260 - 227,928 (2) 1,906 16 Excess Utility Storage Space - - - - - 16 Excess Utility Storage Space - - - 2,052 (3) 17 18 Rate C1 - Interruptible - - 2,052 (3) 17 18 Rate C1 - Interruptible - - 55,175 (4) 461 19 Rate M13 - - - 191,627 (5) 1,603 20 Ra	7	Rate M7 - Interruptible		-			
Rate T1 - Firm 302,158 - 10,971 92 Rate T1 - Interruptible 37,543 - 1,363 11 Rate T2 - Firm 1,603,804 - 58,234 487 Rate T2 - Interruptible 40,686 - 1,477 12 Rate T3 249,200 - 9,049 76 Total South In-franchise 6,277,260 - 227,928 (2) 1,906 Excess Utility Storage Space - - - - Rate C1 - Firm - - 2,052 (3) 17 Rate C1 - Interruptible - 55,175 (4) 461 Rate M12 - 191,627 (5) 1,603 Rate M13 - - - - Rate M16 - - 580 (6) 5 Rate M17 - - - Total Ex-franchise - 1,012,937 1,982 17 Rate O1 Rate O1 - 1,012,937 1,982 17 Rate O1 1,012,937 1,982	8	Rate M9		-	3,271		27
11 Rate T1 - Interruptible 37,543 - 1,363 11 12 Rate T2 - Firm 1,603,804 - 58,234 487 13 Rate T2 - Interruptible 40,686 - 1,477 12 14 Rate T3 249,200 - 9,049 76 15 Total South In-franchise 6,277,260 - 227,928 (2) 1,906 16 Excess Utility Storage Space - - - - - - 17 Rate C1 - Firm - - 2,052 (3) 17 18 Rate C1 - Interruptible - - 2,052 (3) 17 461 18	9	Rate M10	329	-	12		0
12 Rate T2 - Firm 1,603,804 - 58,234 487 13 Rate T2 - Interruptible 40,686 - 1,477 12 14 Rate T3 249,200 - 9,049 76 15 Total South In-franchise 6,277,260 - 227,928 (2) 1,906 16 Excess Utility Storage Space - - - - - 17 Rate C1 - Firm - - 2,052 (3) 17 18 Rate C1 - Interruptible - - 2,052 (3) 17 18 Rate C1 - Interruptible - - 55,175 (4) 461 19 Rate M12 - - 191,627 (5) 1,603 20 Rate M13 - - - - 21 Rate M16 - - - 580 (6) 5 22 Rate M17 - - - - - 23 Total Ex-franchise - - 1,012,937 1,982 17 25 Rate 10 -	10	Rate T1 - Firm	302,158	-	10,971		92
13 Rate T2 - Interruptible 40,686 - 1,477 12 14 Rate T3 249,200 - 9,049 76 15 Total South In-franchise 6,277,260 - 227,928 (2) 1,906 16 Excess Utility Storage Space - - - - - - 17 Rate C1 - Firm - - - 2,052 (3) 17 18 Rate C1 - Interruptible - - - 55,175 (4) 461 19 Rate M12 - - - 55,175 (4) 461 19 Rate M12 - - - - - - - 20 Rate M13 -	11	Rate T1 - Interruptible	37,543	-	1,363		11
14 Rate T3 249,200 - 9,049 76 15 Total South In-franchise 6,277,260 - 227,928 (2) 1,906 16 Excess Utility Storage Space - - - - - - 17 Rate C1 - Firm - - 2,052 (3) 17 18 Rate C1 - Interruptible - - 55,175 (4) 461 19 Rate M12 - - 191,627 (5) 1,603 20 Rate M13 - - - - - 21 Rate M16 -			1,603,804	-	58,234		487
15 Total South In-franchise 6,277,260 - 227,928 (2) 1,906 16 Excess Utility Storage Space - - - - - 17 Rate C1 - Firm - - 2,052 (3) 17 18 Rate C1 - Interruptible - - 55,175 (4) 461 19 Rate M12 - - 191,627 (5) 1,603 20 Rate M13 - - - - - 21 Rate M16 -		Rate T2 - Interruptible	40,686	-	1,477		
16 Excess Utility Storage Space - - - - -	14	Rate T3	249,200		9,049		76
17 Rate C1 - Firm - - 2,052 (3) 17 18 Rate C1 - Interruptible - - 55,175 (4) 461 19 Rate M12 - - 191,627 (5) 1,603 20 Rate M13 - - - - 21 Rate M16 - - 580 (6) 5 22 Rate M17 - - - - 23 Total Ex-franchise - - 249,435 2,086 24 Rate 01 - 1,012,937 1,982 17 25 Rate 10 - 354,879 694 6 26 Rate 20 - 149,004 292 2 27 Rate 100 - - - - 28 Rate 25 - - - - 29 Total North In-franchise - 1,516,820 2,968 (7) 25	15	Total South In-franchise	6,277,260		227,928	(2)	1,906
18 Rate C1 - Interruptible - - 55,175 (4) 461 19 Rate M12 - - 191,627 (5) 1,603 20 Rate M13 - - - - 21 Rate M16 - - 580 (6) 5 22 Rate M17 - - - - 23 Total Ex-franchise - - - - - 24 Rate 01 - - 1,012,937 1,982 17 25 Rate 10 - 354,879 694 6 26 Rate 20 - 149,004 292 2 27 Rate 100 - - - - 28 Rate 25 - - - - 29 Total North In-franchise - 1,516,820 2,968 (7) 25	16	Excess Utility Storage Space	<u>-</u>	-	-		-
19 Rate M12 - - 191,627 (5) 1,603 20 Rate M13 -	17	Rate C1 - Firm	-	-	2,052	(3)	17
20 Rate M13 - - - - - 580 (6) 5 21 Rate M16 -<	18	Rate C1 - Interruptible	-	-	55,175	(4)	461
21 Rate M16 - - - 580 (6) 5 22 Rate M17 -<	19	Rate M12	-	-	191,627	(5)	1,603
22 Rate M17 - - - - - 23 Total Ex-franchise - - - 249,435 2,086 24 Rate 01 - 1,012,937 1,982 17 25 Rate 10 - 354,879 694 6 26 Rate 20 - 149,004 292 2 27 Rate 100 - - - - 28 Rate 25 - - - - - 29 Total North In-franchise - 1,516,820 2,968 (7) 25	20	Rate M13	-	-	-		=
23 Total Ex-franchise - - 249,435 2,086 24 Rate 01 - 1,012,937 1,982 17 25 Rate 10 - 354,879 694 6 26 Rate 20 - 149,004 292 2 27 Rate 100 - - - - 28 Rate 25 - - - - - 29 Total North In-franchise - 1,516,820 2,968 (7) 25	21	Rate M16	-	-	580	(6)	5
24 Rate 01 - 1,012,937 1,982 17 25 Rate 10 - 354,879 694 6 26 Rate 20 - 149,004 292 2 27 Rate 100 - - - - 28 Rate 25 - - - - 29 Total North In-franchise - 1,516,820 2,968 (7) 25	22	Rate M17			-		<u> </u>
25 Rate 10 - 354,879 694 6 26 Rate 20 - 149,004 292 2 27 Rate 100 - - - - - 28 Rate 25 - - - - - - 29 Total North In-franchise - 1,516,820 2,968 (7) 25	23	Total Ex-franchise			249,435		2,086
26 Rate 20 - 149,004 292 2 27 Rate 100 - - - - 28 Rate 25 - - - - 29 Total North In-franchise - 1,516,820 2,968 (7) 25	24	Rate 01	-	1,012,937	1,982		17
27 Rate 100 - - - - 28 Rate 25 - - - - 29 Total North In-franchise - 1,516,820 2,968 (7) 25	25	Rate 10	-	354,879			
28 Rate 25 - - - - 29 Total North In-franchise - 1,516,820 2,968_(7) 25	26	Rate 20	-	149,004	292		2
29 Total North In-franchise - 1,516,820 2,968 (7) 25	27	Rate 100	-	-	-		-
	28	Rate 25		<u> </u>	-		
30 Total (line 15 + line 23 + line 29) 6,277,260 1,516,820 480,331 4,017	29	Total North In-franchise		1,516,820	2,968	(7)	25
	30	Total (line 15 + line 23 + line 29)	6,277,260	1,516,820	480,331	_	4,017

- (1) Compressor fuel cost based on Oct 2022 QRAM Dawn Reference Price of \$8.363/GJ per EB-2022-0219.
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.5, column (k), line 9. Allocated in proportion to column (a).
- (3) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.5, column (k), line 3 + line 5.
- (4) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.5, column (k), line 4.
- (5) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.5, column (k), line 1 + line 2.
- (6) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.5, column (k), line 7.
- (7) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.5, column (k), line 8. Allocated in proportion to column (b).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 11 Page 5 of 10

<u>UNION RATE ZONES</u> Estimated Fuel Impact of the Parkway Delivery Obligated Reduction

Line			Allocation of Fuel (Updated for PDO)				Allocation of Fuel (as filed in EB-2011-0210)					
No.	Particulars (GJ)	Dawn	Lobo	Bright	Parkway	Total	Dawn	Lobo	Bright	Parkway	Total	Difference
		(a)	(b)	(c)	(d)	(e) = (a+b+c+d)	(f)	(g)	(h)	(i)	(j) = (f+g+h+i)	(k) = (e - j)
1	M12 Easterly	1,133,586	665,880	798,741	1,209,042	3,807,250	1,135,933	644,630	772,860	1,062,411	3,615,834	191,415
2	M12 Westerly	-	-	-	1,221	1,221	-	-	-	1,009	1,009	212
3	C1 LT Easterly	3,382	2,077	2,490	6,509	14,458	3,356	2,017	2,413	5,593	13,379	1,079
4	C1 ST Easterly	227,077	122,287	149,110	303,661	802,136	226,118	116,353	141,989	262,500	746,960	55,175
5	C1 LT Westerly	-	-	-	5,691	5,691	_	-	-	4,718	4,718	973
6	C1 ST Westerly	-	-	-	-	-	_	-	-	-	-	-
7	M16 to Pool	145	434	-	-	580	_	-	-	-	-	580
8	Infranchise - North	41,262	17,233	24,990	-	83,484	41,084	15,975	23,457	-	80,516	2,968
9	Infranchise - South	210,955	100,900	128,214	-	440,069	106,631	46,265	59,245	-	212,141	227,928
10	Total	1,616,407	908,812	1,103,546	1,526,124	5,154,888	1,513,121	825,240	999,964	1,336,232	4,674,557	480,331

- (1) Sales of Dawn to Parkway transportation services were reduced by 151 TJ per day.
- (2) Compressor throughput was adjusted to account for a shift of 219 TJ of delivered supply from Parkway to Dawn and 151 TJ/d of M12 turnback.
- (3) Compressor fuel costs increased to reflect the change in flows outlined in note (2).
- (4) Based on contract quantities from 2013 Rates filing.
- (5) Allocation of fuel is consistent with YCR formula in the current M12 Rate Schedule.
- (6) The total fuel excludes C1 Dawn to Dawn-Vector and C1 Dawn to Dawn-TCPL fuel of 31,960 GJ.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 11 Page 6 of 10

<u>UNION RATE ZONES</u> <u>Derivation of the 2023 Sales Service PDCI Costs</u>

		Demand	Costs	Commodi	ty Costs		
Line No.	Particulars	2023 Forecast Dawn-Parkway Design Day Demands (10 ³ m ³ /d) (a)	11 TJ Sales Service Demand Costs (1) (\$000's) (b)	2023 Forecast Delivery Volumes East of Dawn (10 ³ m ³) (c)	11 TJ Sales Service Fuel and UFG Costs (3) (\$000's)	Total Sales Service PDCI Costs (\$000's) (e) = (b + d)	
1	Rate M1	24,717	248	2,345,070	112	360	
2	Rate M2	9,192	92	936,729	45	137	
3	Rate M4	1,953	20	373,422	18	37	
4	Rate M5 Firm	10	0	803	0	0	
5	Rate M5 Interruptible	-	-	37,661	2	2	
6	Rate M7 Firm	1,608	16	211,418	10	26	
7	Rate M7 Interruptible	-	-	48,363	2	2	
8	Rate M9	502	5	90,073	4	9	
9	Rate M10	5	0	329	0	0	
10	Rate T1 Firm	1,300	13	302,158	14	28	
11	Rate T1 Interruptible	-	-	37,543	2	2	
12	Rate T2 Firm	7,894	79	1,603,804	77	156	
13	Rate T2 Interruptible	-	-	40,686	2	2	
14	Rate T3	2,512	25	249,200	12	37	
15	Total	49,691	498 (2)	6,277,260	301 (4)	

- (1) Allocated in proportion to column (a). Parkway Delivery Obligation of 11 TJ/d as per Exhibit B, Tab 1, Appendix A, column (g), line 25.
- (2) Calculated as 11 TJ x 0.124/GJ/d x 365 = 0.498 million. Rate represents the M12 Dawn-Parkway demand rate per EB-2022-0133.
- (3) Allocated in proportion to column (c).
- (4) Calculated as 11 TJ x \$0.075/GJ/d x 365 = \$0.301 million. Rate represents the average Dawn-Parkway (TCPL / EGT) fuel rate per EB-2022-0219 Rate M12 Schedule 'C' at October 2022 QRAM Dawn Reference WACOG.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 11 Page 7 of 10

<u>UNION RATE ZONES</u> Derivation of the 2023 Direct Purchase (DP) PDCI Costs

		Demand Co	osts	Commodity	/ Costs		
Line No.	Particulars	2023 Forecast Dawn-Parkway Design Day Demands (10 ³ m³/d)	235 TJ DP Demand Costs (1) (\$000's)	2023 Forecast Delivery Volumes East of Dawn (10 ³ m ³)	235 TJ DP Fuel and UFG Costs (3) (\$000's)	Total DP PDCI Costs (\$000's)	
		(a)	(b)	(c)	(d)	(e) = (b + d)	
1	Rate M1	24,717	5,294	2,345,070	2,405	7,700	
2	Rate M2	9,192	1,969	936,729	961	2,930	
3	Rate M4	1,953	418	373,422	383	801	
4	Rate M5 Firm	10	2	803	1	3	
5	Rate M5 Interruptible	-	-	37,661	39	39	
6	Rate M7 Firm	1,608	344	211,418	217	561	
7	Rate M7 Interruptible	-	-	48,363	50	50	
8	Rate M9	502	107	90,073	92	200	
9	Rate M10	5	1	329	0	1	
10	Rate T1 Firm	1,300	278	302,158	310	588	
11	Rate T1 Interruptible	-	-	37,543	39	39	
12	Rate T2 Firm	7,894	1,691	1,603,804	1,645	3,336	
13	Rate T2 Interruptible	-	-	40,686	42	42	
14	Rate T3	2,512	538	249,200	256	794	
15	Total	49,691	10,644 (2)	6,277,260	6,438 (4)	17,082	

- (1) Allocated in proportion to column (a). Parkway Delivery Obligation of 244 TJ/d as per Exhibit B, Tab 1, Appendix A, column (g), line 13 + line 19 adjusted by 9 TJ/d to reflect the annual impact of a seasonal Parkway Delivery Obligation.
- (2) Calculated as 235 TJ x $0.124/GJ/d \times 365 = 10.644$ million. Rate represents the M12 Dawn-Parkway demand rate per EB-2022-0133.
- (3) Allocated in proportion to column (c).
- (4) Calculated as 235 TJ x \$0.075/GJ/d x 365 = \$6.438 million. Rate represents the average Dawn-Parkway (TCPL / EGT) fuel rate per EB-2022-0219 Rate M12 Schedule 'C' at October 2022 QRAM Dawn Reference WACOG.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 11 Page 8 of 10

<u>UNION RATE ZONES</u> <u>Deriviation of 2023 Parkway Delivery Obligation ("PDO") Rates</u>

		2023 Forecast	2023 PDO	2023 PDO
Line		Usage	Costs (1)	Rate
No.	Particulars	(10 ³ m ³)	(\$000s)	(cents / m³)
		(a)	(b)	(c) = (b / a)
	Union North	. ,	. ,	. , , ,
	Rate 01 Small Volume General Service			
	Storage			
1	Union North West	285,032	2	0.0007
2	Union North East	727,905	14	0.0020
3	Total Rate 01	1,012,937	17	0.0016
	Rate 10 Large Volume General Service			
	Storage			
4	Union North West	79,876	1	0.0007
5	Union North East	275,003	5	0.0019
6	Total Rate 10	354,879	6	0.0016
	Rate 20 Medium Volume Firm Service (2)			
	Gas Supply Demand Charge			
7	Union North West	1,764	0	0.0280
8	Union North East	6,792	2	0.0286
9	Gas Supply Demand - 20	8,556	2	0.0285
	Storage (\$ / GJ)			
10	Demand	141,504	-	-
11	Commodity	522,359		
12	Total Rate 20	663,863	2	
	Rate 100 Large Volume Firm Service (2)			
	Storage (\$ / GJ)			
13	Demand	-	-	-
14	Commodity			
15	Total Rate 100	-		-
	Union South			
	Rate M1 - Small Volume General Service			
	Monthly Delivery Commodity Charge			
16	First 100 m ³	1,010,208	5,409	0.5355
17	Next 150 m³	877,779	4,473	0.5096
18	All over 250 m ³	1,175,182	5,204	0.4429
19	Total - Rate M1	3,063,170	15,087	0.4925

 $^{(1) \ \ \}text{Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p. 2, column (j)}.$

⁽²⁾ Recovery between demand and commodity rates consistent with approved rate design by rate class.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 11 Page 9 of 10

<u>UNION RATE ZONES</u> <u>Deriviation of 2023 Parkway Delivery Obligation ("PDO") Rates</u>

		2023 Forecast	2023 PDO	2023 PDO
Line		Usage	Costs (1)	Rate
No.	Particulars	(10³m³)	(\$000s)	(cents / m³)
		(a)	(b)	(c) = (b / a)
	Rate M2 - Large Volume General Service			
	Monthly Delivery Commodity Charge			
1	First 1,000 m ³	83,233	410	0.4926
2	Next 6,000 m ³	364,260	1,763	0.4840
3	Next 13,000 m ³	348,729	1,588	0.4553
4	All over 20,000 m ³	456,941	1,939	0.4244
5	Total Rate M2	1,253,164	5,700	0.4548
	M4 Firm Commercial/Industrial Contract Rate (2) Monthly Demand Charge			
6	First 8,450 m ³	20,829	575	2.7597
7	Next 19,700 m ³	20,156	249	1.2374
8	All over 28,150 m ³	4,464	46	1.0396
	Monthly Delivery Commodity Charge			
9	First Block	632,077	580	0.0918
10	All remaining use	52	0	0.0461
11	Total Rate M4	632,129	1,451	0.2295
	M5A Interruptible Commercial/Industrial Contract Rate			
	Firm contracts			
12	Monthly Demand Charge	432	5	1.0552
13	Monthly Delivery Commodity Charge	4,405	1	0.0251
	Interruptible contracts			
14	Delivery Commodity Charge (Avg Price)	61,566	52	0.0842
15	Total Rate M5A	65,971	58	0.0872
	M7 Special Large Volume Contract Rate Firm Contracts			
16	Monthly Demand Charge	67,309	771	1.1458
17	Monthly Delivery Commodity Charge	685,981	291	0.0424
	Interruptible / Seasonal Contracts			
18	Monthly Delivery Commodity Charge	79,111	67	0.0842
19	Total Rate M7	765,093	1,129	0.1476
	M9 Large Wholesale Service			
20	Monthly Demand Charge	6,040	241	3.9848
21	Monthly Delivery Commodity Charge	90,073	124	0.1377
22	Total Rate M9	90,073	365	0.4049

⁽¹⁾ Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p. 2, column (j).

⁽²⁾ Recovery between demand and commodity rates consistent with approved rate design by rate class.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 11 Page 10 of 10

<u>UNION RATE ZONES</u> <u>Deriviation of 2023 Parkway Delivery Obligation ("PDO") Rates</u>

		2023	2023	2023
		Forecast	PDO	PDO
Line	D # 1	Usage	Costs (1)	Rate
No.	Particulars	(10 ³ m ³)	(\$000s)	(cents / m³)
	M40 Creal Whalasala Camina	(a)	(b)	(c) = (b / a)
1	M10 Small Wholesale Service	220	2	0.0464
2	Monthly Delivery Commodity Charge	329	3 3	0.8161
2	Total Rate M10	329		0.8161
	Rate T1 Contract Carriage Service			
	Monthly Demand Charge			
3	First 28,150 m ³	14,363	393	2.7380
4	Next 112,720 m ³	12,177	230	1.8916
5	Firm Commodity Charge	397,021	324	0.0817
6	Interruptible Commodity Charge	37,543	40	0.1074
7	Customer Supplied Fuel		103 (3)	1
8	Total Rate T1	434,564	1,091	0.2512
	Rate T2 Contract Carriage Service			
	Monthly Demand Charge			
9	First 140,870 m ³	59,066	1,185	2.0064
10	All Over 140,870 m³	245,154	2,602	1.0613
11	Firm Commodity Charge	5,254,514	1,722	0.0328
12	Interruptible Commodity Charge	98,698	44	0.0443
13	Customer Supplied Fuel		499 (3)	
14	Total Rate T2	5,353,212	6,052	0.1130
	Rate T3 Contract Carriage Service			
15	Monthly Demand Charge	28,200	1,205	4.2726
16	Firm Commodity Charge	249,200	268	0.1074
17	Customer Supplied Fuel	-,	76 (3)	
18	Total Rate T3	249,200	1,548	0.6212
	Ex-Franchise			
	Rate M12 Transportation Service			
19	Customer Supplied Fuel		1,603 (3)	1
	Rate M16 Transportation Service			
20	Customer Supplied Fuel		5 (3)	
20	Odstoniei Ouppileu i dei			1
	Rate C1 - Cross Franchise Transportation Service			
21	Customer Supplied Fuel		479 (3)	
22	Total PDO Costs		34,594	

- (1) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p. 2, column (j).
- (2) Recovery between demand and commodity rates consistent with approved rate design by rate class.
- (3) Customer supplied fuel PDO costs are included in the derivation of 2022 fuel ratios shown at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 7.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 12 Page 1 of 1

<u>UNION RATE ZONES</u> Total Upstream Transportation Costs in Union North Rates <u>Effective January 1, 2023</u>

		Upstream					Upstream
		Transportation	Jan-22	Apr-22	Jul-22	Oct-22	Transportation
Line		Costs per	QRAM	QRAM	QRAM	QRAM	Costs per
No.	Particulars (\$000s)	EB-2021-0147 (1)	Update (2)	Update (3)	Update (4)	Update (5)	EB-2022-0133
110.	ται ποσιατό (ψόσου)	(a)	(b)	(c)	(d)	(e)	(f) = (sum a:e)
4	Rate 01	4.000					4.000
1	Delivery Rates	1,836	-	-	-	-	1,836
	Transportation Rates						
2	Union North West	12,439	(504)	45	347	99	12,425
3	Union North East	13,328	(192)	52	435	114	13,737
	Storage Rates						
4	Union North West	867	9	14	125	30	1,043
5	Union North East	22,459	(6)	17	165	38	22,672
6	Rate 10	405					405
ь	Delivery Rates	485	-	-	-	-	485
_	Transportation Rates						
7	Union North West	3,354	(134)	14	105	30	3,369
8	Union North East	4,877	(68)	20	169	44	5,043
	Storage Rates						
9	Union North West	208	4	4	38	9	263
10	Union North East	6,249	3	7	64	15	6,338
	D-4- 20						
11	Rate 20	132					132
111	Delivery Rates	132	-	-	-	-	132
	Gas Supply Demand						
12	Union North West	963	(34)	6	50	14	998
13	Union North East	1,297	(6)	6	51	13	1,361
	Commodity Transportation 1						
14	Union North West	638	(23)	4	33	9	660
15	Union North East	684	(9)	3	22	6	706
	Bundled Storage						
16	Demand	1,032	(2)	-	-	-	1,030
17	Commodity	16	3	1	11	2	33
	Rate 25						
18	Delivery Rates	-	-	-	-	-	-
19	Transportation Rates	473	(7)	3	26	7	502
20	Storage Rates	-	-	-	-	-	-
	Rate 100						
21	Delivery Rates	9					9
21	•	9	-	-	-	-	9
22	Gas Supply Demand						
22 23	Union North West Union North East	-	-		-		-
23							
24	Commodity Transportation 1 Union North West						
		-	-	-	-	-	-
25	Union North East	-	-	-	-	-	-
	Bundled Storage						
26	Demand	162	(0)		-	-	162
27	Commodity	2	0	0	2	0	5
28	Total Union North	71,509	(967)	196	1,642	429	72,810
20	Total Critical Holds	71,309	(001)	130	1,0-12	423	12,010

⁽¹⁾ EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (e).

⁽²⁾ EB-2021-0281, Exhibit E, Tab 2, Schedule 2, column (a).

⁽³⁾ EB-2022-0089, Exhibit E, Tab 2, Schedule 2, column (a).

⁽⁴⁾ EB-2022-0150, Exhibit E, Tab 2, Schedule 2, column (a).

⁽⁵⁾ EB-2022-0219, Exhibit E, Tab 2, Schedule 2, column (a).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 13 Page 1 of 3

<u>UNION RATE ZONES</u> Calculation of 2023 NAC Target Percentage Change to General Service Rate Classes

Line No.	Particulars (m³)	2020 Actual NAC (1)(3) (a)	2021 Actual NAC (1)(3) (b)	NAC Variance (c) = (b - a)	2023 NAC Target % Change (d) = (c / a)
1	Rate 01	2,866	2,731	(135)	-4.7%
2	Rate 10	160,773	149,709	(11,064)	-6.9%
3	Rate M1	2,729	2,631	(98)	-3.6%
4	Rate M2	159,225	148,143	(11,082)	-7.0%

- (1) NAC based on 2013 Board-approved 50:50 weather normal methodology.
- (2) 2020 actual NAC calculated using 2022 weather normal.
- (3) 2021 actual NAC calculated using 2023 weather normal.

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<u>UNION RATE ZONES</u> Calculation of 2023 NAC Target Percentage Change <u>Volumetric Adjustments to Union North General Service Rate Classes</u>

Line No.	Particulars (10³m³)	Approved 2022 Billing Units (1) (a)	2023 NAC Target % Change (2) (b)	Change in Billing Units (c) = (a x b)	Proposed 2023 Billing Units (d) = (a + c)
	Rate 01 Delivery				
1 2 3 4 5	First 100 m³ Next 200 m³ Next 200 m³ Next 500 m³ All Over 100 m³ Total Rate 01 Delivery	270,317 306,938 133,899 91,454 114,119	-4.7% -4.7% -4.7% -4.7% -4.7%	(12,733) (14,458) (6,307) (4,308) (5,375) (43,181)	257,584 292,480 127,592 87,146 108,743
	Rate 01 Storage				
7 8	Union North West Union North East	264,872 651,855	-4.7% -4.7%	(12,477) (30,705)	252,395 621,150
9	Total Rate 01 Storage	916,727		(43,181)	873,545
	Rate 10 Delivery				
10 11 12 13 14	First 1,000 m ³ Next 9,000 m ³ Next 20,000 m ³ Next 70,000 m ³ All Over 100,000 m ³	24,190 130,598 83,071 62,987 28,971	-6.9% -6.9% -6.9% -6.9% -6.9%	(1,665) (8,987) (5,717) (4,335) (1,994)	22,525 121,611 77,354 58,652 26,977
15	Total Rate 10 Delivery	329,817		(22,697)	307,120
	Rate 10 Storage				
16 17	Union North West Union North East	78,871 250,946	-6.9% -6.9%	(5,428) (17,269)	73,443 233,677
18	Total Rate 10 Storage	329,817		(22,697)	307,120

⁽¹⁾ EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).

⁽²⁾ Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 13, p. 1, column (d).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 13 Page 3 of 3

<u>UNION RATE ZONES</u> Calculation of 2023 NAC Target Percentage Change <u>Volumetric Adjustments to Union South General Service Rate Classes</u>

Line No.	Particulars (10³m³)	Approved 2022 Billing Units (1) (a)	2023 NAC Target % Change (2) (b)	Change in Billing Units (c) = (a x b)	Proposed 2023 Billing Units (d) = (a + c)
	Rate M1 Delivery				
1 2 3	First 100 m³ Next 150 m³ All Over 250 m³	869,725 772,291 1,245,640	-3.6% -3.6% -3.6%	(31,232) (27,733) (44,732)	838,493 744,558 1,200,909
4	Total Rate M1 Delivery	2,887,656		(103,697)	2,783,959
5	Rate M1 Storage	2,887,656	-3.6%	(103,697)	2,783,959
	Rate M2 Delivery				
6 7 8 9	First 1,000 m³ Next 6,000 m³ Next 13,000 m³ All Over 20,000 m³	58,676 285,552 322,659 412,212	-7.0% -7.0% -7.0% -7.0%	(4,084) (19,874) (22,457) (28,690)	54,593 265,677 300,202 383,522
10	Total Rate M2 Delivery	1,079,100		(75,105)	1,003,995
11	Rate M2 Storage	1,079,100	-7.0%	(75,105)	1,003,995

- (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).
- (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 13, p. 1, column (d).

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 14 Page 1 of 10

<u>UNION RATE ZONES</u> 2022 and 2023 Capital Pass-through Adjustments Allocation by Rate Class

Line No.	Particulars (\$000's)	2022 Capital Pass-Through Adjustment (1)	2023 Capital Pass-Through Adjustment	Change
		(a)	(b)	(c) = (b - a)
	Union North In-Franchise			
1	R01	4,679	5,252	572
2	R10	2,353	2,419	66
3	R20	2,281	2,312	31
4	R25	427	438	11
5	R100	2,506	2,515	9
6	Total Union North In-Franchise	12,247	12,936	690
	Union South In-Franchise			
7	Rate M1	1,586	2,755	1,170
8	Rate M2	2,667	2,765	98
9	Rate M4	1,910	1,859	(51)
10	Rate M5	(342)	(293)	50
11	Rate M7	605	597	(7)
12	Rate M9	121	123	1
13	Rate M10	3	3	0
14 15	Rate T1 Rate T2	959 7,434	928	(32)
16	Rate 12 Rate T3	7,434 883	7,079 889	(354) 6
10	146 10	000	000	· ·
17	Total Union South In-Franchise	15,824	16,704	880
	Ex-Franchise			
18	Excess Utility Space	(66)	(42)	23
19	Rate M12	101,365	100,680	(685)
20	Rate M13	(6)	(5)	1 (22)
21	Rate M16	262	234	(29)
22 23	Rate M17 Rate C1	2,386	- 2,244	(142)
23	Nate C1	2,300	2,244	(142)
24	Total Ex-franchise	103,942	103,110	(832)
25	Gas Supply Admin	(60)	(59)	1
26	Grand Total (line 6 + 17 + 24 + 25)	131,952	132,691	739

⁽¹⁾ EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 1, column (b).

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<u>UNION RATE ZONES</u> Summary of 2023 Capital Pass-Through Adjustments <u>Allocation to Rate Class by Rate Component</u>

Line	Darticulars (#000la)	Deliver	Tueseesetetiese	Ctarrage	Tatal
No.	Particulars (\$000's)	Delivery (a)	Transportation (b)	Storage (c)	$\frac{\text{Total}}{\text{(d) = (a + b + c)}}$
		(=)	(~)	(5)	(4) (4 2 3)
	Union North In-franchise				
1	Rate 01	(632)	12	5,872	5,252
2	Rate 10	884	(2)	1,537	2,419
3	Rate 20	1,910	(8)	411	2,312
4	Rate 25	442	(4)	-	438
5	Rate 100	2,489	(3)	29	2,515
6	Total Union North In-Franchise	5,093	(5)	7,848	12,936
	Union South In-franchise				
7	Rate M1	3,025	-	(270)	2,755
8	Rate M2	2,858	-	(92)	2,765
9	Rate M4	1,869	-	(10)	1,859
10	Rate M5A	(262)	-	(30)	(293)
11	Rate M7	601	-	(4)	597
12	Rate M9	126	-	(3)	123
13	Rate M10	3	-	0	3
14	Rate T1	924	-	3	928
15	Rate T2	7,069	-	10	7,079
16	Rate T3	891	-	(3)	889
17	Total Union South In-franchise	17,104		(399)	16,704
	Ex-franchise				
18	Excess Utility Space	-	(42)	-	(42)
19	Rate M12	-	100,680	-	100,680
20	Rate M13	-	(5)	-	(5)
21	Rate M16	-	234	-	234
22	Rate M17	-	-	-	-
23	Rate C1	-	2,244	-	2,244
24	Total Ex-franchise	-	103,110		103,110
25	Total (line 6 + line 17 + line 24)	22,197	103,105	7,449	132,751
26	Gas Supply Admin				(59)
27	Total In-franchise and Ex-franchise				132,691

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 14 Page 3 of 10

<u>UNION RATE ZONES</u> Summary of 2023 Capital Pass-Through Adjustments <u>Allocation to Rate Class by Capital Pass-through Project</u>

Line No.	Particulars (\$000's)	Parkway Projects	ВОР	2016 D-P Expansion	2017 D-P Expansion	Panhandle Reinforcement	Sudbury Replacement	Total
	(1.2.2.)	(a)	(b)	(c)	(d)	(e)	(f)	(g) = sum(a - f)
	Union North In-franchise							
1	Rate 01	2,069	(157)	1,162	78	(275)	2,373	5,252
2	Rate 10	667	(21)	393	220	(33)	1,193	2,419
3	Rate 20	140	(13)	71	(29)	(25)	2,168	2,312
4	Rate 25	(21)	(4)	(17)	(42)	(7)	529	438
5	Rate 100	(35)	(10)	(33)	(102)	(18)	2,714	2,515
6	Total Union North In-Franchise	2,820	(204)	1,577	125	(358)	8,977	12,936
	Union South In-franchise							
7	Rate M1	(776)	2,462	764	(385)	1,547	(857)	2,755
8	Rate M2	`185	899	577	597	744	(237)	2,765
9	Rate M4	47	293	169	176	1,239	(65)	1,859
10	Rate M5A	(55)	(5)	(39)	(107)	(1)	(84)	(293)
11	Rate M7	33	107	85	97	289	(14)	597
12	Rate M9	16	35	33	40	(1)	(1)	123
13	Rate M10	0	1	1	1	(0)	(0)	3
14	Rate T1	(2)	251	69	68	585	(43)	928
15	Rate T2	92	1,878	519	562	4,093	(66)	7,079
16	Rate T3	113	241	236	305	(2)	(4)	889
17	Total Union South In-franchise	(347)	6,162	2,414	1,353	8,493	(1,371)	16,704
	Ex-franchise							
18	Excess Utility Space	(22)	(5)	(20)	21	(13)	(3)	(42)
19	Rate M12	33,418	(109)	21,575	46,053	(102)	(155)	100,680
20	Rate M13	(1)	(3)	(0)	(1)	(0)	(0)	(5)
21	Rate M16	(2)	(0)	(2)	(5)	243	(0)	234
22	Rate M17	-	-	-	-	-	-	-
23	Rate C1	(29)	(1)	1,004	(44)	1,314	(1)	2,244
24	Total Ex-franchise	33,365	(118)	22,557	46,024	1,442	(160)	103,110
25	Total (line 6 + line 17 + line 24)	35,839	5,840	26,547	47,502	9,577	7,446	132,751
26	Gas Supply Admin	(26)	(0)	(10)	(22)	(1)	(0)	(59)
27	Total In-franchise and Ex-franchise	35,813	5,840	26,537	47,480	9,576	7,446	132,691

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<u>UNION RATE ZONES</u> 2019 - 2023 Parkway West Project Revenue Requirement

Line		Revenue Requirement					
No.	Particulars (\$000's)	2019	2020	2021	2022	2023	
		(a)	(b)	(c)	(d)	(e)	
	Rate Base Investment						
1	Capital Expenditures	1,504	-	-	-	-	
2	Average Investment (1)	210,033	205,267	199,738	194,208	188,678	
	Revenue Requirement Calculation:						
	Operating Expenses:						
3	Operating and Maintenance Expenses	2,121	2,163	2,206	2,250	2,295	
4	Depreciation Expense (2)	5,508	5,532	5,532	5,532	5,532	
5	Property Taxes	557	568	579	591	602	
6	Total Operating Expenses (line 3 + line 4 + line 5)	8,185	8,263	8,317	8,373	8,430	
	Required Return:						
7	Interest Expense	5,135	5,018	4,883	4,748	4,613	
8	Equity Return	6,752	6,599	6,421	6,243	6,066	
9	Total Required Return (line 7 + line 8) (3)	11,887	11,617	11,304	10,991	10,678	
	Income Taxes:						
10	Income Taxes - Equity Return (4)	2,435	2,380	2,315	2,251	2,187	
11	Income Taxes - Utility Timing Differences (5)	(3,280)	(2,587)	(1,966)	(1,438)	(988)	
12	Total Income Taxes (line 10 + line 11)	(845)	(207)	350	813	1,199	
13	Total Revenue Requirement (line 6 + line 9 + line 12)	19,227	19,673	19,971	20,178	20,307	
14	Incremental Project Revenue (6)	-	-	-	-	-	
15	Net Revenue Requirement (line 13 - line 14)	19,227	19,673	19,971	20,178	20,307	

- (1) 2019 2023 average investment calculated on total project capital expenditures of \$233.1 million.
- (2) Depreciation expense at 2013 Board-approved depreciation rates.
- (3) The required return assumes a capital structure of 36% common equity at the 2013 Board-approved return of 8.93% and 64% long-term debt at the assumed long-term debt rate of 3.82%.
- (4) Taxes related to the equity component of the return at a tax rate of 26.5%.
- (5) Taxes related to the utility timing differences are negative as the capital cost allowance deduction in arriving at taxable income exceeds the provision of book depreciation in the year.
- (6) There is no incremental project revenue associated with the Parkway West project.

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<u>UNION RATE ZONES</u> 2019 - 2023 Brantford to Kirkwall and Parkway D Compressor Project Revenue Requirement

Line		Revenue Requirement				
No.	Particulars (\$000's)	2019	2020	2021	2022	2023
		(a)	(b)	(c)	(d)	(e)
	Rate Base Investment					
1	Capital Expenditures	-	-	-	-	-
2	Average Investment (1)	177,700	172,704	167,709	162,713	157,718
	Revenue Requirement Calculation:					
	Operating Expenses:					
3	Operating and Maintenance Expenses	-	-	-	-	-
4	Depreciation Expense (2)	4,995	4,995	4,995	4,995	4,995
5	Property Taxes	995	995	995	995	995
6	Total Operating Expenses (line 3 + line 4 + line 5)	5,990	5,990	5,990	5,990	5,990
	Required Return:					
7	Interest Expense	4,344	4,222	4,100	3,978	3,856
8	Equity Return	5,713	5,552	5,392	5,231	5,070
9	Total Required Return (line 7 + line 8) (3)	10,057	9,774	9,492	9,209	8,926
	Income Taxes:					
10	Income Taxes - Equity Return (4)	2.060	2.002	1,944	1,886	1,828
11	Income Taxes - Utility Timing Differences (5)	(3,234)	(2,625)	(2,097)	(1,638)	(1,239)
12	Total Income Taxes (line 10 + line 11)	(1,174)	(623)	(153)	248	589
13	Total Revenue Requirement (line 6 + line 9 + line 12)	14,874	15,142	15,329	15,447	15,506
14	Incremental Project Revenue (6)	-	-	-	-	-
15	Net Revenue Requirement (line 13 - line 14)	14,874	15,142	15,329	15,447	15,506

- (1) 2019 2023 average investment calculated on total project capital expenditures of \$197.4 million.
- (2) Depreciation expense at 2013 Board-approved depreciation rates.
- (3) The required return assumes a capital structure of 36% common equity at the 2013 Board-approved return of 8.93% and 64% long-term debt at the assumed long-term debt rate of 3.82%.
- (4) Taxes related to the equity component of the return at a tax rate of 26.5%.
- (5) Taxes related to the utility timing differences are negative as the capital cost allowance deduction in arriving at taxable income exceeds the provision of book depreciation in the year.
- (6) Incremental project revenue reflected in rates as an increase to Rate M12 and Rate C1 billing units.

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UNION RATE ZONES

2016 Dawn-Parkway Expansion

2019 - 2023 Hamilton-Milton Pipeline and Lobo C Compressor Project Revenue Requirement

Line	_	Revenue Requirement				
No.	Particulars (\$000's)	2019	2020	2021	2022	2023
		(a)	(b)	(c)	(d)	(e)
	Rate Base Investment					
1	Capital Expenditures	-	-	-	-	-
2	Average Investment (1)	323,388	315,128	306,868	298,609	290,349
	Revenue Requirement Calculation:					
	Operating Expenses:					
3	Operating and Maintenance Expenses	825	847	863	879	898
4	Depreciation Expense (2)	8,261	8,261	8,261	8,261	8,261
5	Property Taxes	1,163	1,186	1,210	1,234	1,258
6	Total Operating Expenses (line 3 + line 4 + line 5)	10,248	10,293	10,333	10,374	10,417
	Required Return:					
7	Interest Expense	6,954	6,777	6,599	6,421	6,244
8	Equity Return	10,396	10,131	9,865	9,600	9,334
9	Total Required Return (line 7 + line 8) (3)	17,350	16,907	16,464	16,021	15,578
	Income Taxes:					
10	Income Taxes - Equity Return (4)	3,754	3,658	3,562	3,466	3,370
11	Income Taxes - Utility Timing Differences (5)	(6,294)	(5,250)	(4,335)	(3,533)	(2,828)
12	Total Income Taxes (line 10 + line 11)	(2,540)	(1,592)	(773)	(67)	542
13	Total Revenue Requirement (line 6 + line 9 + line 12)	25,059	25,609	26,024	26,328	26,537
14	Incremental Project Revenue (6)	-	-	-	-	-
15	Net Revenue Requirement (line 13 - line 14)	25,059	25,609	26,024	26,328	26,537

- (1) 2019 2023 average investment calculated on total project capital expenditures of \$348.0 million.
- (2) Depreciation expense at 2013 Board-approved depreciation rates.
- (3) The required return assumes a capital structure of 36% common equity at the 2013 Board-approved return of 8.93% and 64% long-term debt at the assumed long-term debt rate of 3.36%.
- (4) Taxes related to the equity component of the return at a tax rate of 26.5%.
- (5) Taxes related to the utility timing differences are negative as the capital cost allowance deduction in arriving at taxable income exceeds the provision of book depreciation in the year.
- (6) Incremental project revenue reflected in rates as an increase to Rate M12 and Rate C1 billing units.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 14 Page 7 of 10

<u>UNION RATE ZONES</u> 2019 - 2023 Burlington to Oakville Project Revenue Requirement

Line		Revenue Requirement				
No.	Particulars (\$000's)	2019	2020	2021	2022	2023
		(a)	(b)	(c)	(d)	(e)
	Rate Base Investment					
1	Capital Expenditures	-	-	-	-	-
2	Average Investment (1)	78,277	76,545	74,814	73,082	71,351
	Revenue Requirement Calculation:					
	Operating Expenses:					
3	Operating and Maintenance Expenses	16	17	17	17	18
4	Depreciation Expense (2)	1,732	1,732	1,732	1,732	1,732
5	Property Taxes	131	132	134	137	140
6	Total Operating Expenses (line 3 + line 4 + line 5)	1,879	1,880	1,883	1,886	1,889
	Required Return:					
7	Interest Expense	1,683	1,646	1,609	1,572	1,534
8	Equity Return	2,516	2,461	2,405	2,349	2,294
9	Total Required Return (line 7 + line 8) (3)	4,200	4,107	4,014	3,921	3,828
	Income Taxes:					
10	Income Taxes - Equity Return (4)	909	889	868	848	828
11	Income Taxes - Utility Timing Differences (5)	(1,539)	(1,280)	(1,058)	(869)	(705)
12	Total Income Taxes (line 10 + line 11)	(631)	(391)	(190)	(20)	123
13	Total Revenue Requirement (line 6 + line 9 + line 12)	5,447	5,596	5,707	5,787	5,840
14	Incremental Project Revenue (6)	-	-	-	-	-
15	Net Revenue Requirement (line 13 - line 14)	5,447	5,596	5,707	5,787	5,840

- (1) 2019 2023 average investment calculated on total project capital expenditures of \$83.3 million.
- (2) Depreciation expense at 2013 Board-approved depreciation rates.
- (3) The required return assumes a capital structure of 36% common equity at the 2013 Board-approved return of 8.93% and 64% long-term debt at the assumed long-term debt rate of 3.36%.
- (4) Taxes related to the equity component of the return at a tax rate of 26.5%.
- (5) Taxes related to the utility timing differences are negative as the capital cost allowance deduction in arriving at taxable income exceeds the provision of book depreciation in the year.
- (6) There is no incremental project revenue associated with the Burlington to Oakville project.

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<u>UNION RATE ZONES</u> 2017 Dawn-Parkway Expansion

2019 - 2023 Lobo D, Bright C and Dawn H Compressor Project Revenue Requirement

Line		Revenue Requirement				
No.	Particulars (\$000's)	2019	2020	2021	2022	2023
		(a)	(b)	(c)	(d)	(e)
	Rate Base Investment					
1	Capital Expenditures	6,960	-	-	-	-
2	Average Investment (1)	583,664	569,784	552,367	534,951	517,534
	Revenue Requirement Calculation:					
	Operating Expenses:					
3	Operating and Maintenance Expenses	1,627	1,727	1,761	1,796	1,832
4	Depreciation Expense (2)	17,306	17,418	17,418	17,418	17,418
5	Property Taxes	1,089	1,089	1,089	1,089	1,089
6	Total Operating Expenses (line 3 + line 4 + line 5)	20,022	20,234	20,268	20,304	20,340
	Required Return:					
7	Interest Expense	12,290	11,997	11,631	11,264	10,897
8	Equity Return	18,764	18,317	17,758	17,198	16,638
9	Total Required Return (line 7 + line 8) (3)	31,053	30,315	29,388	28,462	27,535
	Income Taxes:					
10	Income Taxes - Equity Return (4)	6,764	6,603	6,402	6,200	5,998
11	Income Taxes - Utility Timing Differences (5)	(16,923)	(13,758)	(10,905)	(8,470)	(6,392)
12	Total Income Taxes (line 10 + line 11)	(10,159)	(7,155)	(4,503)	(2,270)	(394)
13	Total Revenue Requirement (line 6 + line 9 + line 12)	40,916	43,394	45,153	46,495	47,480
14	Incremental Project Revenue (6)	-	-	-	-	-
15	Net Revenue Requirement (line 13 - line 14)	40,916	43,394	45,153	46,495	47,480

- (1) 2019 2023 average investment calculated on total project capital expenditures of \$622.5 million.
- (2) Depreciation expense at 2013 Board-approved depreciation rates.
- (3) The required return assumes a capital structure of 36% common equity at the 2013 Board-approved return of 8.93% and 64% long-term debt at the assumed long-term debt rate of 3.29%.
- (4) Taxes related to the equity component of the return at a tax rate of 26.5%.
- (5) Taxes related to the utility timing differences are negative as the capital cost allowance deduction in arriving at taxable income exceeds the provision of book depreciation in the year.
- (6) Incremental project revenue reflected in rates as an increase to Rate M12 and Rate C1 billing units.

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<u>UNION RATE ZONES</u> 2019 - 2023 Panhandle Reinforcement Project Revenue Requirement

Line		Revenue Requirement				
No.	Particulars (\$000's)	2019	2020	2021	2022	2023
		(a)	(b)	(c)	(d)	(e)
	Rate Base Investment					
1	Capital Expenditures	500	-	-	-	-
2	Average Investment (1)	223,844	218,902	213,957	209,013	204,069
	Revenue Requirement Calculation:					
	Operating Expenses:					
3	Operating and Maintenance Expenses	16	16	16	17	17
4	Depreciation Expense (2)	4,939	4,944	4,944	4,944	4,944
5	Property Taxes	1,742	1,776	1,812	1,848	1,885
6	Total Operating Expenses (line 3 + line 4 + line 5)	6,697	6,737	6,773	6,809	6,846
	Required Return:					
7	Interest Expense	4,713	4,609	4,505	4,401	4,297
8	Equity Return	7,196	7,037	6,878	6,719	6,560
9	Total Required Return (line 7 + line 8) (3)	11,909	11,646	11,383	11,120	10,857
	Income Taxes:					
10	Income Taxes - Equity Return (4)	2,594	2,537	2,480	2,422	2,365
11	Income Taxes - Utility Timing Differences (5)	(5,145)	(4,366)	(3,691)	(3,106)	(2,598)
12	Total Income Taxes (line 10 + line 11)	(2,550)	(1,829)	(1,211)	(684)	(233)
13	Total Revenue Requirement (line 6 + line 9 + line 12)	16,056	16,554	16,945	17,246	17,470
14	Incremental Project Revenue (6)	4,340	5,415	6,243	7,069	7,895
15	Net Revenue Requirement (line 13 - line 14)	11,715	11,139	10,702	10,177	9,576

- (1) 2019 2023 average investment calculated on total project capital expenditures of \$232.8 million.
- (2) Depreciation expense at 2013 Board-approved depreciation rates.
- (3) The required return assumes a capital structure of 36% common equity at the 2013 Board-approved return of 8.93% and 64% long-term debt at the assumed long-term debt rate of 3.29%.
- (4) Taxes related to the equity component of the return at a tax rate of 26.5%.
- (5) Taxes related to the utility timing differences are negative as the capital cost allowance deduction in arriving at taxable income exceeds the provision of book depreciation in the year.
- (6) Incremental project revenue reflected as a reduction to the revenue requirement recovered in rates and includes incremental project transmission and distribution margin.

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<u>UNION RATE ZONES</u> 2019 - 2023 Sudbury Replacement Project Revenue Requirement

Line		Revenue Requirement				
No.	Particulars (\$000's)	2019	2020	2021	2022	2023
		(a)	(b)	(c)	(d)	(e)
	Rate Base Investment					
1	Capital Expenditures	-	-	-	=	=
2	Average Investment (1)	86,944	84,221	81,498	78,774	76,051
	Revenue Requirement Calculation:					
	Operating Expenses:					
3	Operating and Maintenance Expenses	-	-	-	-	-
4	Depreciation Expense (2)	2,723	2,723	2,723	2,723	2,723
5	Property Taxes	-	-	-	-	-
6	Total Operating Expenses (line 3 + line 4 + line 5)	2,723	2,723	2,723	2,723	2,723
	Required Return:					
7	Interest Expense	2,031	1,967	1,904	1,840	1,777
8	Equity Return	2,795	2,708	2,620	2,532	2,445
9	Total Required Return (line 7 + line 8) (3)	4,826	4,675	4,524	4,373	4,221
	Income Taxes:					
10	Income Taxes - Equity Return (4)	1,008	976	945	913	881
11	Income Taxes - Utility Timing Differences (5)	(763)	(658)	(560)	(468)	(381)
12	Total Income Taxes (line 10 + line 11)	245	318	385	446	501
13	Total Revenue Requirement (line 6 + line 9 + line 12)	7,794	7,716	7,632	7,542	7,446
14	Incremental Project Revenue (6)	-	-	-	-	-
15	Net Revenue Requirement (line 13 - line 14)	7,794	7,716	7,632	7,542	7,446

- (1) 2019 2023 average investment calculated on total project capital expenditures of \$89.7 million and a net book value of \$88.3 million as of January 1, 2019 per EB-2018-0305 Decision and Order, p. 23.
- (2) Depreciation expense at 2013 Board-approved depreciation rates.
- (3) The required return assumes a capital structure of 36% common equity at the 2013 Board-approved return of 8.93% and 64% long-term debt at the assumed long-term debt rate of 3.65%.
- (4) Taxes related to the equity component of the return at a tax rate of 26.5%.
- (5) Taxes related to the utility timing differences are negative as the capital cost allowance deduction in arriving at taxable income exceeds the provision of book depreciation in the year.
- (6) There is no incremental project revenue associated with the Sudbury Replacement project.

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UNION RATE ZONES Lost Revenue Adjustment Mechanism ("LRAM") Volume Adjustment for 2023 Rate Calculations

Line No.	Particulars (10³m³) Union South	2020 Audited Full Year Impact DSM Volumes (a)	Customer Rate Class Adjustment (1) (b)	2023 Rates DSM LRAM Volume Adjustment (c) = (a + b)
	<u>Official Coddin</u>			
1	Rate M4	(12,704)	(785)	(13,489)
2	Rate M5	(88)	(4,732)	(4,820)
3	Rate M7	(16,081)	5,517	(10,564)
4	Rate T1	(1,228)		(1,228)
5	Rate T2	(7,239)		(7,239)
6	Total Union South	(37,340)	<u> </u>	(37,340)
	<u>Union North</u>			
7	Rate 20	(371)	_	(371)
8	Rate 100	(4,974)	-	(4,974)
9	Total Union North	(5,346)	<u> </u>	(5,346)
10	Total (line 6 + line 9)	(42,686)	-	(42,686)

⁽¹⁾ To attribute the Rate M7 LRAM volumes adjustments to Rate M4 and Rate M5 based on the rate class of the customer in 2013 Board-approved rates.