

Ontario | Commission Energy | de l'énergie Board | de l'Ontario

DECISION ON SETTLEMENT PROPOSAL AND RATE ORDER

EB-2022-0133

ENBRIDGE GAS INC.

Application by Enbridge Gas Inc. for natural gas distribution rates and other charges effective January 1, 2023

BEFORE: Anthony Zlahtic Presiding Commissioner

> Patrick Moran Commissioner

November 3, 2022

1 OVERVIEW

Enbridge Gas Inc. (Enbridge Gas) filed an incentive rate-setting mechanism (IRM) application with the Ontario Energy Board (OEB) on June 30, 2022, under section 36 of the *Ontario Energy Board Act, 1998*, seeking approval for changes to its natural gas distribution rates to be effective January 1, 2023.

Enbridge Gas requested approval for price cap and other pass-through cost adjustments in the application. Enbridge Gas did not request any Incremental Capital Module (ICM) funding for 2023.

The parties to the hearing reached a settlement on all issues in the proceeding. OEB staff filed a submission supporting the settlement proposal.

The OEB has reviewed the settlement proposal and approves it as filed. The OEB finds that the settlement proposal is in the public interest. The OEB finds that the resulting rates, as set out in the Draft Rate Order, are just and reasonable and approves these rates on a final basis effective January 1, 2023.

2 CONTEXT AND PROCESS

In the application filed on June 30, 2022, Enbridge Gas sought approval of distribution rates for the year commencing January 1, 2023, based on the OEB-approved rate setting framework.

Enbridge Gas was formed on January 1, 2019, following the OEB's approval of the amalgamation of Enbridge Gas Distribution Inc. (EGD) and Union Gas Limited (MAADs Decision).¹ Following the amalgamation, Enbridge Gas has maintained the EGD rate zone and the Union North West, Union North East and Union South rate zones. In its MAADs Decision, the OEB also approved a rate-setting framework and associated parameters for the deferred rebasing period 2019 to 2023.

The Application is Enbridge Gas's fifth and final annual rate adjustment application under the IRM framework approved in the MAADs decision.

A Notice of Hearing was issued on July 20, 2022. The following parties were approved as intervenors in the proceeding:

- Consumers Council of Canada (CCC)
- City of Kitchener
- Canadian Manufacturers & Exporters (CME)
- Energy Probe Research Foundation
- Federation of Rental-Housing Providers of Ontario (FRPO)
- Industrial Gas Users' Association (IGUA)
- London Property Management Association (LPMA)
- Ontario Petroleum Institute (OPI)
- Ontario Greenhouse Vegetable Growers (OGVG)
- Pollution Probe
- School Energy Coalition (SEC)
- Six Nations Natural Gas Company Limited (SNNG)
- TransCanada PipeLines Limited (TCPL)
- Vulnerable Energy Consumers Coalition (VECC)

¹ EB-2017-0306 / 0307 Decision and Order August 30, 2018, Application by Enbridge Gas Distribution and Union Gas Limited to amalgamate under the OEB's policy on mergers, acquisitions, amalgamations, and divestitures.

The OEB issued Procedural Order No. 1 on August 18, 2022, which set out a schedule for discovery (interrogatories) followed by a settlement conference between the intervenors and the applicant.

Following the settlement conference on September 20, 2022, Enbridge Gas filed a settlement proposal for OEB approval on October 7, 2022. The settlement proposal represents a full settlement on all issues as follows:

- 1. The proposed price cap rate adjustment for 2023 rates in EGD and Union Rate Zones.
- 2. The proposed capital pass-through cost adjustments for 2023 rates in the Union Rate Zones.
- 3. Enbridge Gas's updated proposal for Rider M (Hydrogen Gas Rider) and Retail Service Charges.
- 4. Agreement by Enbridge Gas to shift 59 GJ/day of its as-filed proposed Parkway Delivery Obligation (PDO) quantities to Dawn and to reflect updated PDO and Parkway Delivery Commitment Incentive costs in the Union Rate Zones.
- 5. The timing for implementation of the proposed changes to 2023 rates.
- 6. Integrated Resource Planning.

Enbridge Gas also included a Draft Rate Order with the settlement proposal, which reflects changes, relative to the pre-filed evidence, related to the agreement on the PDO cost adjustment and the inclusion of the impact of increased gas costs arising from Enbridge Gas's October 1, 2022 Quarterly Rate Adjustment Mechanism (QRAM).²

The bill impact resulting from the combination of the above noted changes for a typical system sales residential customer in the Union rate zones is slightly higher than that provided in the original application as shown in Table 1 below.

Rate Zone	Annual Consumption	Bill Impact as Filed	Bill Impact as per Settlement
EGD	2,400 m ³	\$ 22.61	\$ 22.61
Union South	2,200 m ³	\$ 19.84	\$ 20.97
Union North West	2,200 m ³	\$ 31.51	\$ 32.22
Union North East	2,200 m ³	\$ 36.22	\$ 36.99

² EB-2022-0219

OEB staff filed a submission supporting the settlement proposal. OEB staff also submitted that the proposed rates included in the Draft Rate Order were appropriately calculated and in accordance with the settlement proposal and the ratemaking framework approved in the MAADs Decision.

3 DECISION ON SETTLEMENT PROPOSAL

The OEB accepts the settlement proposal as filed. The OEB finds that the settlement results in a reasonable outcome for ratepayers.

While the Draft Rate Order includes a slight increase in the bill impact for a typical residential customer in the Union rate zones, as a result of the combined impact of reflecting increased gas costs arising from the October 2022 QRAM and the PDO adjustment that was agreed to, the OEB is satisfied that implementation of the settlement proposal will result in just and reasonable rates.

4 DRAFT RATE ORDER

Enbridge Gas filed its Draft Rate Order on October 7, 2022, along with its settlement proposal.

OEB staff submitted that the proposed rates included in the Draft Rate Order were appropriately calculated and in accordance with the settlement proposal and the ratemaking framework approved in the MAADs Decision.

The OEB approves the draft rate schedules filed by Enbridge Gas for the EGD and Union Gas rate zones effective January 1, 2023. The OEB finds that the Draft Rate Order accurately reflects the settlement proposal.

Enbridge Gas is scheduled to file a January 1, 2023 QRAM application in December 2022. The rates approved in this Rate Order will be implemented in conjunction with the January 1, 2023 QRAM.

5 ORDER

THE ONTARIO ENERGY BOARD ORDERS THAT:

- 1. The settlement proposal attached as Schedule A is approved. The OEB approves the rate schedules and service charges (attached as Schedule B and Schedule C) on a final basis effective January 1, 2023.
- **2.** Cost eligible intervenors shall file their cost claims with the OEB and forward them to Enbridge Gas on or before **November 10, 2022**.
- **3.** Enbridge Gas shall file with the OEB and forward to the intervenors any objections to the claimed costs by **November 17, 2022**.
- **4.** Intervenors shall file with the OEB and forward to Enbridge Gas any responses to any objections for cost claims by **November 24, 2022**.
- **5.** Enbridge Gas shall pay the OEB's costs of and incidental to this proceeding upon receipt of the OEB's invoice.

Parties are responsible for ensuring that any documents they file with the OEB, such as applicant and intervenor evidence, interrogatories and responses to interrogatories or any other type of document, **do not include personal information** (as that phrase is defined in the *Freedom of Information and Protection of Privacy Act*), unless filed in accordance with rule 9A of the OEB's <u>Rules of Practice and Procedure</u>.

Please quote file number, **EB-2022-0133** for all materials filed and submit them in searchable/unrestricted PDF format with a digital signature through the <u>OEB's online</u> filing portal.

- Filings should clearly state the sender's name, postal address, telephone number and e-mail address.
- Please use the document naming conventions and document submission standards outlined in the <u>Regulatory Electronic Submission System (RESS)</u> <u>Document Guidelines</u> found at the <u>File documents online page</u> on the OEB's website.
- Parties are encouraged to use RESS. Those who have not yet <u>set up an</u> <u>account</u>, or require assistance using the online filing portal can contact <u>registrar@oeb.ca</u> for assistance.
- Cost claims are filed through the OEB's online filing portal. Please visit the <u>File</u> <u>documents online page</u> of the OEB's website for more information. All

participants shall download a copy of their submitted cost claim and serve it on all required parties as per the <u>Practice Direction on Cost Awards</u>.

All communications should be directed to the attention of the Registrar and be received by end of business, 4:45 p.m., on the required date.

Email: registrar@oeb.ca Tel: 1-888-632-2727 (Toll-Free)

DATED at Toronto, November 3, 2022.

ONTARIO ENERGY BOARD

Nancy Marconi Registrar SCHEDULE A ENBRIDGE GAS INC. 2023 RATES EB-2022-0133 DECISION ON SETTLEMENT PROPOSAL AND RATE ORDER DATED NOVEMBER 3, 2022 SETTLEMENT PROPOSAL DATED OCTOBER 7, 2022 EFFECTIVE JANUARY 1, 2023



Rakesh Torul Technical Manager Regulatory Applications Regulatory Affairs Enbridge Gas Inc. 500 Consumers Road North York, Ontario M2J 1P8 Canada

VIA RESS and EMAIL

October 7, 2022

Nancy Marconi Registrar Ontario Energy Board 2300 Yonge Street, 27th Floor Toronto, ON M4P 1E4

Dear Nancy Marconi:

Re: Enbridge Gas Inc. (Enbridge Gas or EGI) Ontario Energy Board (OEB) File No.: EB-2022-0133 - 2023 Rates <u>Settlement Proposal and Draft Rate Order - Updated Interrogatory Responses</u>

Attached to this letter is a Settlement Proposal for 2023 Rates (Phase 1) Application, along with Draft Rate Orders reflecting the Settlement Proposal.

The Settlement Proposal includes a complete settlement of all items in this proceeding. Appendices A and B to the Settlement Proposal provide Draft Rate Orders (and associated materials) reflecting the impact of the Settlement Proposal for the Enbridge Gas Distribution (EGD) and Union Gas (Union) Rate Zones.

This 2023 Rate Application is the final annual rate adjustment application under the IRM approved in the MAADs Decision. Enbridge Gas will not be proposing an ICM request for 2023 Rates. As such, there will not be a Phase 2 of the 2023 Rates application.

Enbridge Gas requests that the OEB review and approve the Settlement Proposal, as well as the Draft Rate Orders. Enbridge Gas respectfully requests an OEB Decision on these items by November 24, 2022.

Enbridge Gas plans to file its January 1, 2023 QRAM Application by Friday, December 9, 2022. Receiving an OEB Decision on the Settlement Proposal by Thursday November 24, 2022 would permit Enbridge Gas to use the OEB-approved 2023 rates (which reflects the impact of the IRM adjustments including updates to the capital pass-through and PDO costs) as base rates for its January 1, 2023 QRAM application.

In addition, Enbridge Gas has filed updates to the following exhibits and interrogatory responses:

Exhibit	Updated
D-1 Appendix B (included as part of Exhibit N1-1-1 Appendix A)	Rider M has been updated for October 2022 QRAM in the Rate handbook.
I.STAFF.3, pages 2 - 4	Interrogatory response updated to fully explain the way the Rider M amount is determined.
I.EP.3, page 3 - Table 2	Correction in Table 2

The Settlement Proposal and associated Draft Rate Orders, and an update to the above interrogatory responses have been filed through the OEB's Regulatory Electronic Submission System (RESS).

Please contact the undersigned if you have any questions.

Yours truly,

(Original Digitally Signed)

Rakesh Torul Technical Manager, Regulatory Applications

cc: David Stevens, Aird and Berlis LLP EB-2022-0133 Intervenors

SETTLEMENT PROPOSAL

Enbridge Gas Inc.

2023 Rates

October 7, 2022

TABLE OF CONTENTS

<u>ISSUE</u>	DESCRIPTION	Page
	Preamble	3
	Overview	6
	The Issues	7
1.	Is the proposed price cap rate adjustment for 2023 calculated properly?	7
2.	Are the proposed pass-through costs included in 2023 rates for each of the EGD and Union Rate Zones appropriate?	9
3.	Are the capital pass-through cost adjustments proposed for the Union Rate Zones appropriate?	9
4.	Is the Parkway Delivery Obligation cost adjustment for the Union Rate Zones calculated properly?	10
5.	Rider M (Hydrogen Gas Rider) and Retail Service Charges	11
6.	What is the timing for implementation of the proposed Phase 1 changes to 2023 rates?	12
7.	Integrated Resource Planning	12
App	endix A – Draft Rate Order – EGD Rate Zones	
App	endix B – Draft Rate Order – Union Rate Zones	
Appendix C – Dawn-Parkway System Demands and Allocation of Fuel		

PREAMBLE

This Settlement Proposal is filed with the Ontario Energy Board (the "OEB") in connection with the application of Enbridge Gas Inc. ("Enbridge Gas" or the "Company"), for an order or orders approving Enbridge Gas's 2023 rates for the Rate Zones of the former Enbridge Gas Distribution ("EGD") and Union Gas Limited ("Union").

On July 20, 2022, the OEB issued its Notice of Application in this proceeding. In Procedural Order No. 1, dated August 18, 2022, the OEB established the process to address Phase 1 of the application, up to and including a Settlement Conference.

A Settlement Conference was held on September 20, 2022. A settlement in principle was reached at the Settlement Conference and discussions continued after that time for the purposes of recording the settlement in this Settlement Proposal. Andrew Pride acted as facilitator for the Settlement Conference. This Settlement Proposal arises from the Settlement Conference.

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

City of Kitchener (Kitchener) Consumers Council of Canada (CCC) Canadian Manufacturers & Exporters (CME) Energy Probe Research Foundation (Energy Probe) Federation of Rental-Housing Providers of Ontario (FRPO) Industrial Gas User's Association (IGUA) London Property Management Association (LPMA) Ontario Greenhouse Vegetable Growers (OGVG) Pollution Probe (PP) School Energy Coalition (SEC) Six Nations Natural Gas Company Limited (SNNG) TransCanada PipeLines Limited (TCPL) Vulnerable Energy Consumers Coalition (VECC)

All intervenors listed above participated in the Settlement Conference and subsequent discussions. In this Settlement Proposal, the above-listed intervenors and Enbridge Gas are referred to as "the parties". TCPL takes no position on any of the settled items, meaning that where there is a reference to "all parties" agreeing to the resolution of an item, that reference does not include TCPL.

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

- 1. The proposed price cap rate adjustment for 2023 rates in the EGD and Union Rate Zones.
- 2. The proposed pass-through costs included in 2023 rates in the EGD and Union Rate Zones.
- 3. The proposed capital pass-through cost adjustments for 2023 rates in the Union Rate Zones.
- 4. The proposed Parkway Delivery Obligation (PDO) cost adjustment for 2023 in the Union Rate Zones.
- 5. Rider M (Hydrogen Gas Rider) and Retail Service Charges.
- 6. The timing for implementation of the proposed changes to 2023 rates.
- 7. Integrated Resource Planning.

The parties have reached complete agreement on all these items.

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

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

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

Enbridge Gas and all intervenors listed above have agreed to the settlement of the Settled Items as described on the following pages. Subject to the comment above about TCPL taking no position on any Settled Item, any reference to "parties" in this Settlement Proposal is intended to refer to Enbridge Gas and the intervenors listed above. The description of each Settled Item assumes that all parties participated in the negotiation of the item, unless specifically noted otherwise.

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

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

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

The parties acknowledge that all data, documents or information provided and any discussions, including negotiations, admissions, concessions, offers and counter-offers occurring during the course of the Settlement Conference (settlement information), including subsequent related discussions, are privileged and confidential and without prejudice in accordance with (and subject to the exceptions set out in) the OEB's *Practice Direction on Settlement Conferences* (see pages 4-5 of the OEB's *Practice Direction on Settlement Conferences*, as revised February 17, 2021).

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

Where in this Agreement, the parties "accept" the evidence of Enbridge Gas, or the parties or any of them "agree" to a revised term or condition, including a revised budget or

forecast, then unless the Settlement Proposal expressly states to the contrary, the words "for the purpose of settlement of the issues herein" shall be deemed to qualify that acceptance or agreement.

OVERVIEW

This 2023 rate application is the fifth and final annual rate adjustment application under the incentive rate-making mechanism ("IRM") approved in the MAADs Decision.¹ Enbridge Gas's Application is typically divided into two Phases. Phase 1 (which is the subject of this Settlement Proposal) addresses the IRM related elements of the application, as well as the update on Enbridge Gas's review of opportunities to reduce the PDO². Enbridge Gas does not plan to file a Phase 2 application (which typically addresses Incremental Capital Module ("ICM") requests) for 2023.

The prefiled evidence sets out and explains the proposed changes to Enbridge Gas's base rates for regulated transportation, storage and distribution for each of its three Rate Zones (EGD, Union North and Union South) effective January 1, 2023. As explained, adjustments to the base rates for each Rate Zone are determined in accordance with the IRM as follows:

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

A summary of the impact of the proposed IRM adjustments for each Rate Zone is set out in Table 1 of Exhibit B, Tab 1, Schedule 1 of the prefiled evidence. An updated form of that Table is reproduced below (reflecting one change arising from this Settlement Proposal).

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

¹ In the MAADs Decision (EB-2017-0306/0307), the OEB approved a rate setting mechanism (Price Cap IR) for Enbridge Gas, which sets out a multi-year incentive rate-setting mechanism ("IRM") for the calendar year term of 2019 to 2023 (the "deferred rebasing term"). The MAADs Decision confirmed that during the deferred rebasing term, distribution rates will be set separately for the EGD and Union Rate Zones. ² As agreed in the EB-2020-0091 Settlement Proposal (2021 Rates, Phase I).

Through the Settlement Conference process, all parties have agreed that it is appropriate for Enbridge Gas to proceed to implement its as-filed IRM rate adjustments, as well as the proposed updates to the capital pass-through charges. As set out herein, Enbridge Gas has agreed to update the PDO and Parkway Delivery Commitment Incentive ("PDCI") costs to reflect the four additional customers who will be moving their capacity to Dawn. Enbridge Gas has also agreed to update Rider M (the Hydrogen Gas Rate Rider) to reflect the October 1, 2022 QRAM price of gas.

Although this does not relate to requested approvals in this case, the Settlement Proposal also includes comments from parties about Integrated Resource Planning ("IRP").

Enbridge Gas has prepared updated Draft Rate Orders reflecting the items set out above, along with updating of other appropriate items to reflect updated gas costs based on the October 1, 2022 QRAM. The Draft Rate Orders are attached as Appendices A and B.

All parties agree that it is appropriate for Enbridge Gas to implement the 2023 rates as proposed, to be effective January 1, 2023. The implementation will be effected in conjunction with the January 1, 2023 QRAM Application.

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

THE ISSUES

1. Is the proposed price cap rate adjustment for 2023 calculated properly?

As set out in the prefiled evidence, Enbridge Gas has applied the Price Cap IRM using a PCI to adjust rates for each of the EGD and Union Rate Zones for 2023.

All parties agree that the inflation factor of 3.9% is appropriate for calculating 2023 IRM rates. All parties agree that it is appropriate to apply a PCI of 3.6%, based on an inflation factor of 3.9% and the X factor of 0.3%.

The impact of the agreed change can be seen in the table below, which is a reproduction of Exhibit B, Tab 1, Schedule 1, page 3 (Table 1), with a change to reflect the update to the 2023 PDO Change (see Item 4, below) as well as the October 2022 QRAM:

Table 1Proposed Changes in Revenue by Rate ZoneEffective January 1, 2023

		EGD	Union	Union
Line		Rate Zone	Rate Zones	Rate Zones
No.	Particulars	(\$000's)	(\$000's)	(\$000's)
		As filed ³	As filed	Updated for October 2022 QRAM
	Summary Change in Revenue:			
1	2023 Proposed in EB-2022-0133	1,357,824	1,395,977	1,417,639
2	2022 Approved in EB-2021-0148 (1)	1,304,232	1,356,437	1,373,730
3	Net Change (line 1 - line 2)	53,592	39,540	43,909
	Detailed Change in Revenue:			
4	2023 Price Cap Index (3.6%)	44,400	35,974	36,522
5	2023 DSM Budget Change	9,192	961	961
6	2023 Capital Pass-through Change	-	739	739
7	2023 Parkway Delivery Obligation Change	-	1,866	5,687
8	Total Excluding Incremental Capital Module ("ICM") Funding (lines 4 through 7)	53,592	39,540	43,909
9	2023 ICM Funding	Note (2)	Note (2)	Note (2)
10	Total (line 8 + line 9)	53,592	39,540	43,909

Notes:

(1) EGD rate zone per Exhibit D, Tab 1, Rate Order, Working Papers, Schedule 7.

⁽¹⁾ Union rate zones per Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9.

(2) No ICM funding request for 2023 rates.

(3) EGD rate zone Revenue is not impacted by updating for the October 2022 QRAM.

Evidence:	The evidence in relation to this issue includes the following:
A-2-1	Application
B-1-1	Rate Setting Mechanism
D-1	Draft Rate Order – EGD Rate Zone
D-2	Draft Rate Order – Union Rate Zones
I.STAFF.2	Staff Interrogatory #2

2. Are the proposed pass-through costs included in 2023 rates appropriate?

The MAADs Decision approved the following costs as Y factors:

- Demand Side Management ("DSM") costs as determined in EB-2015-0029/EB-2015-0049 /EB-2021-0002³ and any subsequent proceeding;
- Lost Revenue Adjustment Mechanism ("LRAM") for the contract market; and
- Average Use and Normalized Average Consumption.

The prefiled evidence sets out Enbridge Gas's calculations of the pass-through amounts associated with these Y factors for each of the EGD and Union Rate Zones.

All parties accept the evidence of Enbridge Gas that it has properly calculated the passthrough amounts included in the application.

For the DSM costs, this application reflects the proposed 2023 DSM budget and rate class allocations as filed in the 2022-2027 DSM Plan application (EB-2021-0002, Exhibit F, Tab 1, Schedule 2). The 2023 DSM budget for the EGD rate zone is \$76.9 million and \$65.3 million for the Union rate zones. The OEB has not yet issued a decision in the 2022-2027 DSM Plan application.

As in years past, the difference between the 2023 DSM budget in rates and actual 2023 DSM costs will be captured in the respective Demand Side Management Variance Accounts (DSMVA).

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

A-2-1	Application
B-1-1	Rate Setting Mechanism
I.STAFF.1	Staff Interrogatory #1
I.EP.1 and 2	EP Interrogatories #1 and 2

3. Are the capital pass-through cost adjustments proposed for 2023 rates appropriate?

In the 2019 Rates Decision and Order (EB-2018-0305), the OEB denied the proposed one-time adjustment to base rates for certain capital pass-through projects for the Union Rate Zones. In the prefiled evidence, Enbridge Gas has updated the capital pass-through projects to reflect the 2023 revenue requirement of each approved project consistent with the rate treatment in past years.

All parties accept the evidence of Enbridge Gas that it has properly calculated the capital pass-through adjustments for 2023 rates.

³ EB-2021-0002, Decision and Order on 2022 DSM activities dated August 26, 2021, page 2.

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

A-2-1	Application
B-1-1	Rate Setting Mechanism
I.EP.5 and 6	Energy Probe Interrogatories #5 and 6

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

In the prefiled evidence, Enbridge Gas has updated the PDO and PDCI costs included in 2023 rates for the Union Rate Zones to reflect the 2023 Rate M12 Dawn-Parkway toll and compressor fuel.

In response to Staff Interrogatory #4, Enbridge Gas indicated that it expects four additional Parkway obligated customers to exercise the option to move their capacity to Dawn. This will result in the shift of an additional 59 GJ/day of Parkway obligated deliveries to Dawn. Enbridge Gas has agreed to update the PDO and PDCI costs to reflect the 59 GJ/day reduction in PDO volumes.

Enbridge Gas has agreed to provide a schedule within this Settlement Proposal for the Union Rate Zones setting out the demands on the Dawn Parkway system and the allocation of compressor fuel across the system based on those demands. This schedule is attached as Appendix C.

Also, Enbridge Gas has agreed to update the response to Energy Probe Interrogatory #3, to correct an error in Table 2.

The Draft Rate Order for the Union Rate Zones reflects the items listed above, and updates other appropriate items to reflect updated gas costs based on the October 1, 2022 QRAM (EB-2022-0219).

With the items noted above having been reflected, all parties accept that Enbridge Gas has properly calculated the PDO/PDCI cost adjustment.

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

A-2-1	Application
B-1-1	Rate Setting Mechanism
B-1-1 App. A	Annual PDO Reporting
I.STAFF.4	Staff Interrogatory #4
I.EP.3	Energy Probe Interrogatory #3
I.FRPO.4 to 8	FRPO Interrogatories #4 to 8

5. Rider M (Hydrogen Gas Rider) and Retail Service Charges

Enbridge Gas's prefiled evidence addresses two other rate changes.

First, Enbridge Gas updated the Retail Service Charges for both the EGD and Union Rate Zones to reflect an inflation factor (3.9%) as required by the OEB's Report on Energy Retailer Service Charges (EB-2015-0304).

All parties accept the updated Retail Service Charges.

Second, Enbridge Gas proposed an update to Rider M (the Hydrogen Gas Rate Rider) to reflect the "material" change in the price of natural gas experienced in 2022. Rider M applies for customers receiving blended gas (including around 2% hydrogen) as part of the Low Carbon Energy Project. Rider M compensates those 3621 customers for the additional volumes consumed because of the lower energy content of hydrogen. Enbridge Gas proposed to increase the Rider M credit to reflect the current higher price of gas, and to build in an additional amount to cover potential future increases in the price of natural gas. This additional added amount above the current price of natural gas is included because Rider M is only adjusted once per year, whereas the price of natural gas is adjusted quarterly. Therefore, customers receiving blended gas will be appropriately compensated even where there are modest increases in the price of natural gas over the course of 2023. Enbridge Gas has agreed to update the response to Staff Interrogatory #3 to more fully explain the way that the Rider M amount is determined.

As discussed at the Settlement Conference, Enbridge Gas's updated proposal is to update Rider M to reflect the October 1, 2022 QRAM price of natural gas plus a modest additional amount to cover potential future increases in the price of natural gas, resulting in the following Rider M annual amounts per customer:

Rate 1 - \$20 Rate 6 - \$175

The derivation of the updated Rider M proposal is set out in the updated response to Staff Interrogatory #3.

For the purpose of settlement, all parties accept Enbridge Gas's updated proposal for Rider M. In reaching this settlement, intervenors note and rely on the fact that the 2023 costs for Rider M are very small, are funded by Enbridge Gas's existing rates and are not being incrementally recovered from customers. Intervenors are not taking a position on the appropriateness of Enbridge Gas's specific approach in determining the additional amount built into Rider M to insulate blended gas customers from the impact of gas price increases during the year.

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

A-2-1 Application

B-1-1	Rate Setting Mechanism
D-1	Draft Rate Order – EGD Rate Zone
D-2	Draft Rate Order – Union Rate Zones
I.STAFF.3	Staff Interrogatory #3
I.EP.4	Energy Probe Interrogatory #4

6. What is the timing for implementation of the proposed changes to 2023 rates?

Enbridge Gas has prepared draft Rate Orders for the EGD and Union Rate Zones reflecting the implementation of the IRM adjustments and the proposed updates to the capital pass-through and PDO costs. The draft Rate Orders are attached as Appendices "A" and "B" and reflect the impact of updated gas costs based on October 1, 2022 QRAM decision.

All parties agree that it is appropriate to implement the updated rates as of January 1, 2023, in conjunction with the January 1, 2023 QRAM Application for the EGD and Union Rate Zones.

Enbridge Gas is requesting that the OEB review and approve the IRM rate adjustments, including the Rate Order by November 24, 2022, so that the rates can be implemented on a final basis in conjunction with the January 1, 2023 QRAM application.

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

A-2-1	Application
B-1-1	Rate Setting Mechanism
D-1	Draft Rate Order – EGD Rate Zone
D-2	Draft Rate Order – Union Rate Zones
I.STAFF.3	Staff Interrogatory #3
I.EP.4	Energy Probe Interrogatory #4

7. Integrated Resource Planning

As context for the statements below, all parties note that no relief related to Integrated Resource Planning ("IRP") is being sought in this proceeding.

With that said, Intervenors do wish to express their concerns regarding the status of Enbridge Gas's compliance with the OEB's IRP Decision and Framework, and in particular with the impacts on 2023 operating and maintenance costs and capital project planning/implementation.

Enbridge Gas does not agree that it is out of compliance with the OEB's IRP Decision and Framework.

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

I.PP.2 to 7 Pollution Probe Interrogatories #2 to 7

APPENDIX A

DRAFT RATE ORDER – EGD RATE ZONE

FILED SEPARATELY

APPENDIX B

DRAFT RATE ORDER – UNION RATE ZONES

FILED SEPARATELY

APPENDIX C

DAWN-PARKWAY SYSTEM DEMANDS AND ALLOCATION OF FUEL

Information Request from the Settlement Conference on 2023 Rates

The second devices of the second s	
	y system, and then sets out the allocation of fuel costs based on system demands and the impact of the PDO.

		Col.1	Col.2	Col.3	Col.4	Col.5	Col.6	Col.7	Col.8	Col.9	Col.10
А	Forecast Dawn to Parkway Demands (TJ/d)	W13/14	W14/15	W15/16	W16/17	W17/18	W18/19	W19/20	W20/21	W21/22	W22/23 Reference
	Forecast Dawn to Parkway Demands ¹	6,593	6,643	7,049	7,443	7,783	7,759	7,905	7,911	8,038	7,992 Exhibit I.FRPO.4, Attachment 1, p. 1, line 6
	Forecast Dawn to Parkway Demands ²										7,992 Exhibit I.FRPO.5, Attachment 1, p. 1

B Forecast Dawn to Parkway Demands - Rate M12/C1 (GJ)

For 2023 rate setting - 2013 for		<u> </u>			cts		
	Exhibit D-2, R			king papers,			
	Schedule 5			Exhibit I.FRI	PO.4, Attachmen	t 2, page 1	
	Col.1	Col.2		Col.3	Col.4	Col.5	Col.6
						Capital Pass-	2023
		No of		Annual	2013 Forecast	through	Forecast
Rate M12/C1	Forecast usage	Months		Demands	Usage	Projects	usage
Dawn to Parkway	pg 21-22						
- 12 months	4,221,865		12	50,662,380			
- 10 months	65,000		10	650,000			
- 3 months	2,000		з	6,000			
- F24-T - 12 months	307,000		12	3,684,000			
				55,002,380	43,052,600	11,949,780	55,002,380
Dawn to Kirkwall	pg 21-22						
- 12 months	419,318		12	5,031,816			
- 10 months	304,563		10	3,045,630			
- 2 months	18,365		2	36,730			
- F24-T - 12 months	49,500		12	594.000			
	.,			8,708,176	8,708,176	-	8,708,176
Kirkwall to Parkway	pg 21-22						
- 12 months	209,652		12	2,515,824			
- 2 months	174,752		2	349,504			
				2,865,328	1,411,468	1,453,860	2,865,328
	pg 21-22						
M12-X	391,011		12	4,692,132	4,692,132	-	4,692,132
Parkway to Dawn	pg 25-26						
- 12 months	347,371		12	4,168,452			
- 3 months	54,357		3	163,071			
				4,331,523	4,331,523	-	4,331,523
Rate C1 Dawn to Parkway	pg 25-26						
- 12 months	7,065		12	84,780			
- 12 months North T-Service	35,090		12		1		
				505.860	84,780	421,080	505,860

C Forecasted 2023 Parkway Delivery Obligation (PDO) Demands: Used for 2023 Rate-Setting⁴

	2023 Forecast	Reference
Sales Service (TJ/d)	11	Exhibit D-2, Rate Order, working papers, schedule 11, pg 6
Direct Purchase (TJ/d)	235	Exhibit D-2, Rate Order, working papers, schedule 11, pg 7
	246	-
Forecast - Exhibit I.EP.3	246	Corrected version is filed with the Settlement Proposal

D.1 Forecast of Fuel Costs and Allocation of Fuel Costs Between In-Franchise and Ex-Franchise Customers: Used for 2023 Rate-Setting^s Ref: Exhibit D-2, rate Order, working papers, Schedule 11, page 5 Updated for As per EB-GJ PDO 2011-0210 Difference

61	PDO	2011-0210	Difference
			PDO impact
M12 Easterly	3,807,250	3,615,834	191,415
M12 Westerly	1,221	1,009	212
C1 LT Easterly	14,458	13,379	1,079
C1 ST Easterly	802,136	746,960	55,176
C1 LT Westerly	5,691	4,718	973
C1 ST Westerly	-	-	-
M16 to Pool	580	-	580
Infranchise - North	83,484	80,516	2,968
Infranchise - South	440,069	212,141	227,928
	5,154,889	4,674,557	480,331

D.2 Fuel Cost updated for PDO impact in 2023 Rates Ref: Exhibit D-2, rate Order, working papers, Schedule 11, page 4, col. (c) and (d), and page 2, col (b) ate Order, working pupers, sciecosic کې دی. GJ \$000's 480.331 2,531

Total PDO fuel impact	480,331				

Notes:

Totes: 1. Rates which recover the cost of the Dawn to Parkway system are based on 2013 forecasted demands in EB-2011-0210 (i.e. base year/last cost-of-service proceeding) plus demands added for rate setting purposes as a result of the capital pass-through projects. Forecasted demands for the remaining years (2014 to 2023) are provided in response to information requests, but are not/were not used for rate-setting purposes. The rates during this period were adjusted/escalated each year using friec Cap index (PCI) as per the OEB-approved price cap rate-setting framework for EGI during the deferred rebasing period.

2. Although not used for rate-setting purposes, the derivation of total forecasted Dawn to Parkway demands for W2022/2023 as shown at Exhibit I.FRPO.4, Attachment 1, Page 1, Line No. 6, Col. (j) of 7,992 TJ/d is detailed at Exhibit I.FRPO.5, Attachment 1, Page 1 (left-hand column). Note that 2024 rates will be derived on cost-of-service basis and will be based on total 2024 forecasted demand.

3. As discussed in note 1, the rates are based on 2013 forecasted demands (Line No. 1 – 6) whose total equals to total of casts demand for 2013 at Shibit 1.FRPO.4, Attachment 1, Page 1, Line No. 6, Col. (a) of 6,593 Ti/d, plus forecasted demands facilitated/supported by capital pass-through projects. The sum of total forecasted demands due to set rates in 2023 (Exhibit 1.FRPO.4, Attachment 2, Line No. 5, Col. (a) of 76,105,399 Gi equals total forecast demands as shown at Exhibit 0, Tab 2, Rate Order, Working Papers, Schedule 5, p.22, Col. (n) and p.25, col. (a) annualized. The demand of the capital pass-through projects were approved through the LTC proceedings: 1) Brantford-Kirkwall/Parkway D in EB-2013-0074, 2) 2016 Dawn Parkway Project in EB-2014-0261 and 3) 2017 Dawn Parkway Project in EB-2015-0200

4. The reference to Firm Service Receipts (i.e. PDO) of 249,860 GJ/d in Exhibit 1.FRPO.5, Attachment 1, Page 1 (middle column) was prepared as a forecast for the Winter 2022/2023 in 2021 for planning and operational purposes and is not used in rate setting for 2023. The PDO forecast at Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 11, p.6 and p.7 was prepared in 2022 and is used to update the PDO and PDCI costs in rates for 2023 in the current application. In a cost of service application, in sucoid the possible to reconcile the two amounts as they would both be prepared as a part of the same forecast process for rate setting.

5. Derivation of compressor fuel cost is based on forecasted average monthly demand on the Dawn to Parkway system. The allocation of fuel cost between in-franchise and ex-franchise customers is prorated based on in-franchise vs ex-franchise demand on the system. Note that allocation of fuel reflects OEB-approved allocation for QU31 from EB-2011-0210 (Col. (f) through (j)) and also illustrates the impact on compressor fuel as a result of a shift in delivery obligation from Parkway to Dawn (i.e. the fuel allocation is updated for PDO) (Col. (a) through (j)). In other words, the allocation of compressor fuel only changes during the current deferred rebasing period when a shift in delivery obligation from Parkway to Dawn cours. However, note that the market based solution is an exchange service between Parkway and Dawn. The exchange service delivers gas (in the amount of 27 TI/d) at Parkway, just like the PDD obligated delivery would have. EGI provides an equivalent amount of gas to the marketer at Dawn to complete the exchange. No incremental fuel on the Dawn to Parkway system is generated from the exchange service and there is no incremental flow on the system changing any of the allocations.

SCHEDULE B

ENBRIDGE GAS INC.

2023 RATES

EB-2022-0133

DECISION ON SETTLEMENT PROPOSAL AND RATE ORDER

DATED NOVEMBER 3, 2022

DRAFT RATE ORDER – EGD RATE ZONE

DATED OCTOBER 7, 2022

EFFECTIVE JANUARY 1, 2023

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 1 of 77

APPENDIX A

DRAFT RATE ORDER – EGD RATE ZONE

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

No. 1 1.01 1.02 1.03 1.04 1.05 1.06 1.07	Rate No. RATE 1	Particulars	Rate Block (m³)	EB-2022-0148 Rates with ICM (1)	Rate Change	Proposed EB-2022-0133
1.01 1.02 1.03 1.04 1.05 1.06 1.07		i uniouru o		(cents/m ³ *)	(cents/m ³ *)	(cents/m ³ *)
1.01 1.02 1.03 1.04 1.05 1.06 1.07	RATE 1			(a)	(b)	(c) = (a+b)
1.02 1.03 1.04 1.05 1.06 1.07						
1.03 1.04 1.05 1.06 1.07		Customer Charge		\$21.12	\$0.76	\$21.88
1.04 1.05 1.06 1.07		Delivery Charge	First 30	10.0644	0.5612	10.6256
1.05 1.06 1.07			Next 55	9.4236	0.5220	9.9456
1.06 1.07			Next 85	8.9218	0.4914	9.4131
1.07		Coo Supply Lood Balansing	Over 170	8.5477	0.4685	9.0162
		Gas Supply Load Balancing Gas Supply Transportation		1.2776 3.9258	0.0156 0.0009	1.2933 3.9267
1.08		Gas Supply Transportation Dawn		0.9694	0.0003	0.9697
1.09		Gas Supply Commodity - System		18.3745	0.0030	18.3775
-	RATE 6					
2.01		Customer Charge		\$73.91	\$2.66	\$76.58
2.02		Delivery Charge	First 500	9.9085	0.1152	10.0237
2.03			Next 1,050	7.5649	0.0927	7.6575
2.04			Next 4,500	5.9236	0.0769	6.0005
2.05 2.06			Next 7,000 Next 15,250	4.8692 4.4007	0.0667 0.0622	4.9360 4.4629
2.00			Over 28,300	4.4007	0.0611	4.4029
2.08		Gas Supply Load Balancing	0101 20,000	1.1915	0.0147	1.2062
2.09		Gas Supply Transportation		3.9258	0.0009	3.9267
2.10		Gas Supply Transportation Dawn		0.9694	0.0003	0.9697
2.11		Gas Supply Commodity - System		18.3970	0.0038	18.4008
Ī	RATE 9					
3.01		Customer Charge		\$249.15	\$8.97	\$258.11
3.02		Delivery Charge	First 20,000	11.8936	0.4276	12.3212
3.03			Over 20,000	11.1336	0.4003	11.5339
3.04 3.05		Gas Supply Load Balancing Gas Supply Transportation		0.0161 3.9258	0.0007 0.0009	0.0168 3.9267
3.05		Gas Supply Transportation Dawn		0.9694	0.0003	0.9697
3.07		Gas Supply Commodity - System		18.3377	0.0016	18.3393
7	RATE 100					
4.01		Customer Charge		\$128.83	\$4.64	\$133.47
4.02		Demand Charge (Cents/Month/m ³)		38.2444	1.3685	39.6129
4.03		Delivery Charge	First 14,000	0.1875	0.0000	0.1875
4.04			Next 28,000	0.1875	0.0000	0.1875
4.05 4.06		Gas Supply Load Balancing	Over 42,000	0.1875 1.1915	0.0000 0.0122	0.1875 1.2037
4.00		Gas Supply Transportation		3.9258	0.0009	3.9267
4.08		Gas Supply Transportation Dawn		0.9694	0.0003	0.9697
4.09		Gas Supply Commodity - System		18.3970	0.0038	18.4008
7	RATE 110					
5.01		Customer Charge		\$620.22	\$22.33	\$642.55
5.02		Demand Charge (Cents/Month/m ³)		24.5231	0.8709	25.3940
5.03		Delivery Charge	First 1,000,000	0.9851	0.0475	1.0326
5.04			Over 1,000,000	0.8238	0.0408	0.8646
F 0 -		Gas Supply Load Balancing		0.2490	0.0033	0.2523
5.05		Gas Supply Transportation		3.9258	0.0009	3.9267
5.05 5.06 5.07		Gas Supply Transportation Dawn		0.9694	0.0003	0.9697

NOTE : * Cents unless otherwise noted.

(1) EB-2021-0148, Rate Order, Appendix A, Page 1-3, Col.c.

ENBRIDGE GAS INC.

		ENBRIDGE GAS IN	<u>IC.</u>			
		EGD Rate Zone SUMMARY OF PROPOSED RATE	E CHANGE BY RA	TE CLASS (con't)		
		Col. 1	Col. 2	Col. 3	Col. 4	Col. 5
Line No.	Rate No.	Particulars	Rate Block (m³)	EB-2022-0148 Rates with ICM (1) (cents/m3*)	Rate Change (cents/m3 *)	Proposed EB-2022-013 (cents/m3 *)
				(a)	(b)	(c) = (a+b)
	RATE 115					
1.01		Customer Charge Demand Charge (Cents/Month/m ³)		\$657.44 26.1983	\$23.67	\$681.
1.02 1.03		Delivery Charge	First 1,000,000	0.6581	0.9260 0.0126	27.12 ⁴ 0.67
1.04		Delivery onlarge	Over 1,000,000	0.5563	0.0120	0.56
1.05		Gas Supply Load Balancing		0.0937	0.0011	0.09
1.06		Gas Supply Transportation		3.9258	0.0009	3.92
1.07		Gas Supply Transportation Dawn		0.9694	0.0003	0.96
1.08		Gas Supply Commodity - System		18.3378	0.0017	18.33
0.04	RATE 125	Quaterna Channa		¢507.00	¢40.04	540
2.01 2.02		Customer Charge Delivery Charge (Cents/Month/m ³	of Contract Dmnd	\$527.96 10.7838	\$19.01 0.4288	546. 11.21
	RATE 135	DEC - MAR				
3.00		Customer Charge		\$121.52	\$4.37	\$125.
3.01		Delivery Charge	First 14,000	8.1251	0.5820	8.70
3.02 3.03			Next 28,000 Over 42,000	6.7651 6.2638	0.4656 0.3818	7.23 6.64
3.03 3.04		Gas Supply Load Balancing	Over 42,000	0.0000	0.0000	0.00
3.05		Gas Supply Transportation		3.9258	0.0009	3.92
3.06		Gas Supply Transportation Dawn		0.9694	0.0003	0.96
3.07		Gas Supply Commodity - System		18.3452	0.0019	18.34
	RATE 135	APR - NOV		\$404 F0	* 4.07	\$105
3.08 3.09		Customer Charge Delivery Charge	First 14,000	\$121.52 2.8135	\$4.37 0.2052	\$125. 3.01
3.10		Delivery Glarge	Next 28,000	2.0376	0.1459	2.18
3.11			Over 42,000	1.8071	0.1206	1.92
3.12		Gas Supply Load Balancing		0.0000	0.0000	0.00
3.13		Gas Supply Transportation		3.9258	0.0009	3.92
3.14 3.15		Gas Supply Transportation Dawn Gas Supply Commodity - System		0.9694 18.3452	0.0003 0.0019	0.96 18.34
4.00	RATE 145	Customer Charge		\$130.24	\$4.69	\$134.
4.01		Demand Charge (Cents/Month/m ³))	8.7389	0.3128	9.05
4.02		Delivery Charge	First 14,000	6.3919	1.0904	7.48
4.03			Next 28,000	5.0178	1.0903	6.10
1.04			Over 42,000	4.4524	1.0903	5.54
4.05		Gas Supply Load Balancing		0.5599	0.0074	0.56
4.06 4.07		Gas Supply Transportation Gas Supply Transportation Dawn		3.9258 0.9694	0.0009 0.0003	3.92 0.96
4.08		Gas Supply Commodity - System		18.3416	0.0018	18.34
5.00	RATE 170	Customer Charge		\$294.93	\$10.62	\$305.
5.00 5.01		Demand Charge (Cents/Month/m ³)	1	\$294.93 4.3390	0.1555	\$305. 4.49
5.02		Delivery Charge	, First 1,000,000	0.7693	(0.1713)	0.59
5.03			Over 1,000,000	0.5657	(0.1717)	0.39
5.04		Gas Supply Load Balancing		0.2432	0.0032	0.24
5.05		Gas Supply Transportation		3.9258	0.0009	3.92
5.06		Gas Supply Transportation Dawn		0.9694 18.3378	0.0003 0.0016	0.96 18.33
5.07		Gas Supply Commodity - System				18 33

NOTE : * Cents unless otherwise noted. (1) EB-2021-0148, Rate Order, Appendix A, Page 1-3, Col.c.

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 4 of 77

Filed: 2022-06-30 EB-2022-0133 Exhibit D Tab 1 Rate Order Appendix A Page 3 of 4

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

		Col. 1	Col. 2	Col. 3	Col. 4	Col. 5
Line No.	Rate No.	Ra	ate Block (m³)	EB-2022-0148 Rates with ICM (1) (cents/m3*)	Rate Change (cents/m3 *)	Proposed EB-2022-0133 (cents/m3 *)
	110.		(111)	(cents/ino) (a)	(b)	(c) = (a+b)
					()	
1.00	RATE 200	Customer Charge		\$0.00	\$0.00	00 0 2
1.00		Customer Charge Demand Charge (Cents/Month/m³)		\$0.00 15.7004	٥.5588	\$0.00 16.2592
1.01		Delivery Charge		1.3589	0.0013	1.3602
1.02		Gas Supply Load Balancing		1.1218	0.0142	1.1360
1.00		Gas Supply Transportation		3.9258	0.0009	3.9267
1.05		Gas Supply Transportation Dawn		0.9694	0.0003	0.9697
1.06		Gas Supply Commodity - System		18.3377	0.0016	18.3393
1.07		Gas Supply Commodity - Buy/Sell		18.3164	0.0009	18.3173
	RATE 300	FIRM SERVICE				
2.00		Monthly Customer Charge		\$527.96	\$19.01	\$546.97
2.01		Demand Charge (Cents/Month/m ³)		29.3965	(3.0212)	26.3752
		INTERRUPTIBLE SERVICE				
2.02		Minimum Delivery Charge (Cents/Mo	onth/m³)	0.4254	0.0170	0.4424
2.03		Maximum Delivery Charge (Cents/M	lonth/m³)	1.1598	(0.1192)	1.0406
	RATE 315					
		Monthly Customer Charge		\$158.39	\$5.70	\$164.09
3.00		Space Demand Chg (Cents/Month/n		0.0537	0.0000	0.0537
3.01		Deliverability/Injection Demand Chg		23.1914	0.0000	23.1914
3.02		Injection & Withdrawal Chg (Cents/N	/lonth/m³)	0.2897	0.0000	0.2897
	RATE 316					
		Monthly Customer Charge	3)	\$158.39	\$5.70	\$164.09
4.00		Space Demand Chg (Cents/Month/n		0.0537	0.0000	0.0537
4.01		Deliverability/Injection Demand Chg		5.5775	0.0000	5.5775
4.02		Injection & Withdrawal Chg (Cents/N	/iontn/m³)	0.1206	0.0000	0.1206
	RATE 320					
5.00		Backstop All Ga	s Sold	23.0726	(0.1659)	22.9067

<u>NOTE :</u> * Cents unless otherwise noted. (1) EB-2021-0148, Rate Order, Appendix A, Page 1-3, Col.c.

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 5 of 77

Filed: 2022-06-30 EB-2022-0133 Exhibit D Tab 1 Rate Order Appendix A Page 4 of 4

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

		Col. 1	Col. 2	Col. 3	Col. 4	Col. 5
Line No.	Rate No.	Ra Particulars	te Block (m³)	EB-2022-0148 Rates with ICM (1) (cents/m3*)	Rate Change (cents/m3 *)	Proposed EB-2022-0133 (cents/m3 *)
					(b)	(c) = (a+b)
	RATE 325	- · · • • •				
1.00		Transmission & Compression Demand Charge - ATV (\$/Month/10 ³	m³)	0.2186	0.0079	0.2265
1.01		Demand Charge - Daily Wdrl. (\$/Mor		24.0623	0.8662	24.9285
1.02		Commodity Charge		1.0531	0.0110	1.0641
		Storage				
1.03 1.04		Demand Charge - ATV (\$/Month/10*		0.2065 22.9553	0.0074 0.8264	0.2139 23.7817
1.04		Demand Charge - Daily Wdrl. (\$/Mor Commodity Charge	ui/10 III)	0.2105	0.0020	0.2125
		(2) Note: These are UNBUNDLED R	ates			
	RATE 330	Storage Service - Firm	• T) ()			
2.00		Demand Charge (\$/Month/10 ³ m ³ of Minimum	41V)	0.4251	0.0153	0.4404
2.01		Maximum		2.1255	0.0765	2.2020
		Demand Charge (\$/Month/10 ³ m ³ of	Daily Withdra	wal)		
2.02		Minimum		47.0176	1.6926	48.7102
2.03		Maximum		235.0880	8.4631	243.5511
		Commodity Charge				
2.04 2.05		Minimum Maximum		1.2636 6.3180	0.0129 0.0647	1.2765 6.3827
2.05		Maximum		0.3160	0.0047	0.3027
		Storage Service - Interruptible Demand Charge (\$/Month/10³ m³ of /	AT\/)			
2.06		Minimum	41V)	0.4251	0.0153	0.4404
2.07		Maximum		2.1255	0.0765	2.2020
		Demand Charge (\$/Month/10 ³ m ³ of	Daily Withdra			
2.08 2.09		Minimum Maximum		37.6141 188.0704	1.3541 6.7705	38.9682 194.8409
		Commodity Charge				
2.10		Commodity Charge Minimum		1.2636	0.0129	1.2765
2.11		Maximum		6.3180	0.0647	6.3827
		Storage Service - Off Peak				
		Commodity Charge				
2.12 2.13		Minimum Maximum		0.4648 42.8469	0.0020 0.0647	0.4668 42.9116
	RATE 331	Tecumseh Transmission Service Firm				
		Demand Charge (\$/Month/10 ³ m ³ of				
3.00		Maximum Contracted Daily Delivery)		5.9586	0.2145	6.1731
		Interruptible				
3.01		Commodity Charge (\$/10 ³ m ³ of gas of	lelivered)	0.2280	0.0000	0.2280
	RATE 332	Transportation Service				
		Marship Oasta (D. 10)	4033	10 105-	. =000	== ===
4.00 4.01		Monthly Contract Demand Charge (\$ Monthly Contract Demand Charge (\$		49.1269 1.2750	1.7686 0.0459	50.8955 1.3209
			• /	1.2700	5.0400	1.0200
		Authorized Overrun Charge (\$/10 ³ m ³	i\	1 0000	0.0007	0.0070
4.02 4.03		Authorized Overrun Charge (\$/GJ))	1.9382 0.0503	0.0697 0.0018	2.0079 0.0521

NOTE : * Cents unless otherwise noted.

(1) EB-2021-0148, Rate Order, Appendix A, Page 1-3, Col.c.

		RATE HANDBOOK		
	<u>HANDBC</u>	ENBRIDGE GAS EGD RATE ZO OOK OF RATES AND DISTR	ONE	Updated: 2022-10-07 EB-2022-0133 Exhibit D Tab 1 Rate Order Appendix B Page 1 of 72
		INDEX		
	PART I:	GLOSSARY OF TERMS		Page 1
	PART II:	RATES AND SERVICES AV	/AILABLE	Page 4
	PART III:	TERMS AND CONDITIONS - APPLICABLE TO ALL SE		Page 5
	PART IV:	TERMS AND CONDITIONS - DIRECT PURCHASE ARR		Page 8
I	PART V:	RATE SCHEDULES		Page 11
Issued: Replaces:	2023-01-01 2022-04-01		E	NBRIDGE

Part I

GLOSSARY OF TERMS

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

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

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

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

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

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

CD – (MDV – Delivery) – Curtailment Volume

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

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

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

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

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

Board: Ontario Energy Board. (OEB)

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

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

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

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

Company: Enbridge Gas Inc.

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

Cubic Metre ("m³"): That volume of gas which at a temperature of 15 degrees Celsius and at an absolute pressure of 101.325 kilopascals ("kPa") occupies one cubic metre. "10³m³" means 1,000 cubic metres.

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

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

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

Issued: 2023-01-01 Replaces: 2022-04-01	Page 1 of 10	ENBRIDGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gas: Natural Gas.

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

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

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

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

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

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Issued: Replaces:	2023-01-01 2022-04-01	Page 2 of 10	<i>Enbridge</i>

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

Gigajoule ("GJ"): See Joule.

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

Imperial Conversion Factors:

Volume:		
1,000 cubic feet (cf)	=	1 Mcf
(= 28	3.32784 cubic metres
(m ³)		00 00704 4063
1 billion cubic feet (cf)	=	28.32784 10 ⁶ m ³
Pressure:		
1 pound force per	-6 904	757 kilonooolo (kDo)
		757 kilopascals (kPa)
1 inch Water Column (i	– •••.0.)	. ,
	=	0.249 kPa (15.5°C)
1 standard atmosphere	=	101.325 kPa
Energy:		
1 million British thermal		1 MMBtu
	= 1.05	5056 gigajoules (GJ)
948,213.3 Btu	=	1 GJ
Monetary Value:		* ••••••••••••
\$1 per Mcf	=	\$0.03530096 per m ³
\$1 per MMBtu	=	\$0.9482133 per GJ

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

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

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

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

Large Volume Distribution Contract Rates: The Rate Schedules applicable for annual consumption exceeding 340,000 cubic metres of gas per year and for which a specific contract between the Company and the Applicant is required.

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

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

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

Metric Conversion Factors:

Volume: 1 cubic metre (m³) : 1,000 cubic metres 10³m³		35.30096 cubic feet (cf) =
:	=	35,300.96 cf
	=	35.30096 Mcf
28.32784 m ³ :	=	1 Mcf
Pressure: 1 kilopascal (kPa):	=	1,000 pascals
:	=	0.145 pounds per square inch
(p.s.i.) 101.325 kPa :	=	one standard atmosphere
· ····•90.jeu.e (····•)	=	1,000,000 joules 948.2133 British thermal units
(Btu)		
. g.g.j	=	948,213.3 Btu
1.055056 GJ :	=	1 MMBtu
	=	\$0.02832784 per Mcf \$1.055056 per MMBtu

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

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

Nominated Volume: The volume of gas which an Applicant has

advised the Company it will deliver to the Company in a day.

lssued: Replaces:	2023-01-01 2022-04-01		Page 3 of 10	<i>ENBRIDGE</i>
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Nominate, Nomination: The procedure of advising the Company of the volume which the Applicant expects to deliver to the Company in a day.

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

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

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

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

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

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

T-Service: Transportation Service.

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

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

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

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

PART II

RATES AND SERVICES AVAILABLE

lssued: 2023-01-01 Replaces: 2022-04-01 The provisions of this PART II are intended to provide a general description of services offered by the Company in the EGD Rate Zone and certain matters relating thereto. Such provisions are not definitive or comprehensive as to their subject matter and may be changed by the Company at any time without notice.

SECTION A - INTRODUCTION 1. In Franchise Services

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

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

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

Service to residential locations is provided pursuant to Rate 1.

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

2. Ex-Franchise Services

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

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

Page 4 of 10



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

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

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

SECTION B -DIRECT PURCHASE ARRANGEMENTS

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

A. Western Canada

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

B. Ontario Delivery T-Service Arrangement

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

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

(i) Bundled T-Service

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

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

(ii) Unbundled T-Service

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

C. Western Delivery T-Service Arrangement

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

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

D. Dawn Delivery T-Service Arrangement

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

PART III

TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

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

SECTION A - AVAILABILITY

Issued: 2023-01-01 Replaces: 2022-04-01 Page 5 of 10 Unless otherwise stated in a Rate Schedule, the Company's rates and services are available throughout the EGD Rate Zone. Transportation Service and/or Sales Service will be provided subject to the Company having the capacity in its gas distribution network to provide the service requested. When the Company is requested to supply the natural gas to be delivered, service shall be available subject to the Company having available to it a supply of gas adequate to meet the requirement without jeopardizing the supply to its existing customers.

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

SECTION B - ENERGY CONTENT

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

SECTION C - SUBSTITUTION PROVISION

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

SECTION D - BILLS

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

SECTION E - MINIMUM BILLS

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

In addition, for service under each of the Large Volume Distribution Contact Rates, if in a contract year a volume of gas equal to or greater than the product of the Contract Demand multiplied by a contractually specified multiple of the Contract Demand ("Minimum Annual Volume") is not taken at the Terminal Location the Applicant shall pay, in addition to the minimum monthly bills, the amount obtained when the difference between the Minimum Annual Volume and the volume taken in the contract year (such difference being the Annual Volume Deficiency) is multiplied by the applicable Minimum Bill Charge(s) as provided for in the applicable Rate Schedule. Notwithstanding the foregoing, the Minimum Annual Volume shall be the greater of the Minimum Annual Volume as determined above and 340,000 m³.

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

SECTION F - PAYMENT CONDITIONS

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

SECTION G - TERM OF ARRANGEMENT

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

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lssued: Replaces:	2023-01-01 2022-04-01	Page 6 of 10	<i>Enbridge</i>

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

SECTION H - RESALE PROHIBITION

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

SECTION I - MEASUREMENT

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

SECTION J - RATES IN CONTRACTS

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

SECTION K - ADVICE RE: CURTAILMENT

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

SECTION L - DAILY DELIVERED VOLUMES

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

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

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

SECTION M - AUTHORIZED OVERRUN GAS

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

SECTION N - UNAUTHORIZED SUPPLY OVERRUN GAS

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

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

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

Page 7 of 10



Issued: 2023-01-01 Replaces: 2022-04-01

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

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

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

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

<u>SECTION O – COMPANY RESPONSIBILTY AND</u> <u>LIABILITY</u>

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

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

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

The Company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether direct, indirect, special or consequential in nature, (excepting only direct physical loss, injury or damage to a customer or a customer's property, resulting from the negligent acts or omissions of the Company, its employees or agents) arising from or connected with any failure, defect, fluctuation or interruption in the provision of gas service by the Company to its customers.

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

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

PART IV

TERMS AND CONDITIONS – DIRECT PURCHASE ARRANGEMENTS

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

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

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

SECTION A - NOMINATIONS

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

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

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lssued: Replaces:	2023-01-01 2022-04-01				Page 8 of 10		E		R I I	DG	Ē	

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

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

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

SECTION B - OBLIGATION TO DELIVER

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

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

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

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

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

SECTION C - DIVERSION RIGHTS

Subject to compliance with the Terms and Conditions of all Required Orders, an Applicant who has entered into a Transportation Service Agreement or Agreements which provide(s) for deliveries to the Company for more than one Terminal Location shall have the right, on such terms and only on such terms as are specified in the applicable Transportation Service Agreement, to divert deliveries from one or more contractually specified Terminal Locations to other contractually specified Terminal Locations.

SECTION D - BANKED GAS ACCOUNT (BGA)

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

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

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

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

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

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

Issued: 2023-01-01 Replaces: 2022-04-01 Page 9 of 10

- (2) For Bundled Dawn T-Service, 120% of the average price over the contracted year, based on the published index price for the Monthly AECO/NIT supply adjusted for Nova's AECO to Empress transportation tolls including compressor fuel costs, plus the Company's average transportation cost to its franchise area over the contract year and less the Company's average Dawn T-Service transportation cost to the franchise area over the contract year.
- (3) For Bundled Ontario T-Service, 120% of the average price over the contracted year, based on the published index price for the Monthly AECO/NIT supply adjusted for Nova's AECO to Empress transportation tolls and compressor fuel costs, plus the Company's average transportation cost to its franchise area over the contract year.
- (b) A credit balance in the Banked Gas Account as at the end of the contract year must be eliminated in one or more of the following manners, namely:
- (i) Subject to clause (ii), if the Applicant continues to take service from the Company under a contract pursuant to which the Applicant delivers gas to the Company, that portion of such balance which does not exceed a tolerance volume of 5.5% times MDV deliveries for the contract year may be carried forward as a credit to the Banked Gas Account for the next succeeding contract year. Any volume within the tolerance shall be carried forward, and may only, be reduced within the period of one hundred and eighty (180) days ("Adjustment Period") immediately following the contract year, by the Applicant delivering to the Company, on days in the Adjustment Period agreed upon by the Company and the Applicant ("Adjustment Days"), a volume of gas less than the Mean Daily Volume applicable to such day under a Service Contract. Subject to the foregoing, the credit balance in the Banked Gas Account shall be deemed to be reduced on each Adjustment Day by the volume ("Daily Reduction Volume") by which the Mean Daily Volume applicable to such day exceeds the greater of the volume of gas delivered by the Applicant on such day and the Nominated Volume for such day which was accepted by the Company.
- (ii) Any portion of a credit balance in the Banked Gas Account which is not eligible to be eliminated in accordance with clause (i), or which the Applicant elects (by written notice to the Company within thirty (30) days of the end of the contract year) to sell under this clause, shall be deemed to have

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

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

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

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

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

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

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

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

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

Issued: 2023-01-0	1	Page 10 of 10	
Replaces: 2022-04-0	-		CENBRIDGE

RATE NUMBER: 1			RESIDENTIAL SERVICE
APPLICABILITY:			
		al gas distribution network to have e meter and containing no more the	
RATE:			
Rates per cubic metre assume	an energy content of 38	.53 MJ/m³.	
			Billing Month
			January to
			December
Monthly Customer Charge ⁽¹⁾			\$22.88
Delivery Charge per cubic m			
For the first 30 m ³ per mon			11.9189 ¢/m ³
For the next 55 m ³ per mon For the next 85 m ³ per mon			11.2389 ¢/m³ 10.7064 ¢/m³
For all over 170 m ³ per mor			10.3095 ¢/m³
Transportation Charge per c Transportation Dawn Charge		cable) (If applicable)	3.9267 ¢/m³ 0.9697 ¢/m³
System Sales Gas Supply Cl	narge per cubic metre	(If applicable)	18.3775 ¢/m³
Rider contained in Rider "E" an addition to delivery charge) cor	d the Federal Carbon Cha tained in Rider "J". Also, customer's location as s	t Adjustment contained in Rider "C' arge (if applicable) and the Facility , meter readings will be adjusted by hown in Rider "F". The Gas Supply as for transportation.	Carbon Charge (in / the Atmospheric
⁽¹⁾ : Aggregated within Monthly (and Ontario Regulation 24/19.	Customer Charge is the a	mount of one dollar per month in ac	cordance with Bill 32
DIRECT PURCHASE ARRAN	GEMENTS:		
Rider "A" or Rider "B" shall be Rate Schedule.	applicable to Applicants v	who enter into Direct Purchase Arr	angements under this
TERMS AND CONDITIONS C	F SERVICE:		
The provisions of PARTS III an apply, as contemplated therein		ANDBOOK OF RATES AND DIST ate Schedule.	RIBUTION SERVICES
EFFECTIVE DATE:			
To apply to bills rendered for g and Transportation Service. Tl		ers on and after January 1, 2023 u	

numbered rate schedule that specifies implementation date, April 1, 2022 and that indicates the Board Order, EB-2022-0089, effective April 1, 2022.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 11

Filed: 2

RATE NUMBER: 6	GENERAL SERVI
APPLICABILITY:	
o any Applicant needing to use the Company's natural gas distribution networ natural gas to a single terminal location ("Terminal Location") for non-residentia	
RATE:	
Rates per cubic metre assume an energy content of 38.53 MJ/m ³ .	
	Billing Month
	January
	to
(4)	December
Nonthly Customer Charge ⁽¹⁾	\$77.58
Delivery Charge per cubic metre	
For the first 500 m ³ per month	11.2299 ¢/m³
For the next 1050 m ³ per month	8.8637 ¢/m³
For the next 4500 m ³ per month	7.2067 ¢/m³
For the next 7000 m ³ per month	6.1422 ¢/m³
For the next 15250 m ³ per month	5.6691 ¢/m³
For all over 28300 m ³ per month	5.5503 ¢/m³
Fransportation Charge per cubic metre (If applicable)	3.9267 ¢/m³

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

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

DIRECT PURCHASE ARRANGEMENTS:

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

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2023 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2023 and replaces the identically numbered rate schedule that specifies implementation date, April 1, 2022 and that indicates the Board Order, EB-2022-0089, effective April 1, 2022.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 12

RATE NUMBER: 9	CONTAINER SERVICE

APPLICABILITY:

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

RATE:

Rates per cubic metre assume an energy content of 38.53 MJ/m³.

······································	Billing Month
	January
	to
	December
Monthly Customer Charge	\$258.11
Delivery Charge per cubic metre	
For the first 20,000 m ³ per month	12.3380 ¢/m³
For all over 20,000 m³ per month	11.5507 ¢/m³
Transportation Charge per cubic metre (If applicable)	3.9267 ¢/m³
Transportation Dawn Charge per cubic metre (If applicable)	0.9697 ¢/m³
System Sales Gas Supply Charge per cubic metre (If applicable)	18.3393 ¢/m³

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

DIRECT PURCHASE ARRANGEMENTS:

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

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

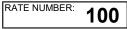
To apply to bills rendered for gas consumed by customers on and after January 1, 2023 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2023 and replaces the identically numbered rate schedule that specifies implementation date, April 1, 2022 and that indicates the Board Order, EB-2022-0089, effective April 1, 2022.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 13

ATE NUMBER: 100	FIRM CONTRACT SERVI
APPLICABILITY:	
o any Applicant who enters into a Service Contract with the Con listribution network for the transportation, to a single terminal loca at a specified maximum daily volume of not less than 10,000 cubi	tion ("Terminal Location"), to be delivered
CHARACTER OF SERVICE:	
Service shall be continuous (firm) except for events as specified in	the Service Contract including force majeure.
RATE:	
Rates per cubic metre assume an energy content of 38.53 MJ/m ³	
	Billing Month
	January to December
Nonthly Customer Charge ⁽¹⁾	\$134.47
Delivery Charge	
Per cubic metre of Contract Demand Per cubic metre of gas delivered	39.6129 ¢/m³ 0.1875 ¢/m³
r el cubic metre ol gas delivered	0.1075 ¢.111
Gas Supply Load Balancing Charge	1.2037 ¢/m³
Fransportation Charge per cubic metre (If applicable) Fransportation Dawn Charge per cubic metre (If applicable)	3.9267 ¢/m³ ble) 0.9697 ¢/m³
System Sales Gas Supply Charge per cubic metre (If app	icable) 18.4008 ¢/m³
Nonthly Minimum Bill: The Monthly Customer Charge plus the I	Ionthly Contract Demand Charge.
The rates quoted above shall be subject to the Gas Cost Adjustment co Rider contained in Rider "E" and the Federal Carbon Charge (if applicat ddition to delivery charge) contained in Rider "J". In addition, meter re Pressure Factor relevant to the customer's location as shown in Rider " the Applicant is not providing its own supply of natural gas for transpo	le) and the Facility Carbon Charge (in adings will be adjusted by the Atmospheric ". The Gas Supply Charge is applicable
^{I)} : Aggregated within Monthly Customer Charge is the amount of or Ind Ontario Regulation 24/19.	e dollar per month in accordance with Bill 32
DIRECT PURCHASE ARRANGEMENTS:	
Rider "A" or Rider "B" shall be applicable to Applicants who enter Rate Schedule.	nto Direct Purchase Arrangements under this
INAUTHORIZED OVERRUN GAS RATE:	
When the Applicant takes Unauthorized Supply Overrun Gas, the A 50% of the highest price on each day on which an overrun occurro Gas Daily for the Niagara and Iroquois export points for the CDA a	ed for the calendar month as published in the

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 14



TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2023 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2023 and replaces the identically numbered rate schedule that specifies implementation date, April 1, 2022 and that indicates the Board Order, EB-2022-0089, effective April 1, 2022.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 15

RATE NUMBER: 110		LARGE VOLUME LOA	D FACTOR SERVIC
APPLICABILITY:			
distribution network for	the transportation, to a single termir	e Company to use the Company's nat nal location ("Terminal Location"), of a um daily volume of not less than 1,86	n annual supply
CHARACTER OF SER	VICE:		
Service shall be continue	ous (firm) except for events as speci	fied in the Service Contract including f	orce majeure.
RATE:			
Rates per cubic metre a	ssume an energy content of 38.53	MJ/m³.	
·			Billing Month
			January
			to
			December
Monthly Customer Ch	arge ⁽¹⁾		\$643.55
Delivery Charge			
Per cubic metre of Co			25.3940 ¢/m³
Per cubic metre of ga			
For the first 1,000,0	•		1.0326 ¢/m³
For all over 1,000,	000 m ³ per month		0.8646 ¢/m³
Gas Supply Load Bala	ncing Charge		0.2523 ¢/m³
Transportation Charge	e per cubic metre (If applicable	e)	3.9267 ¢/m³
Transportation Dawn	Charge per cubic metre (If a	applicable)	0.9697 ¢/m³
System Sales Gas Su	oply Charge per cubic metre	(If applicable)	18.3394 ¢/m³
Rider contained in Rider addition to delivery charg	"E" and the Federal Carbon Charge (if	tment contained in Rider "C", the Rever applicable) and the Facility Carbon Cha meter readings will be adjusted by the A	arge (in Atmospheric

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

DIRECT PURCHASE ARRANGEMENTS:

if the Applicant is not providing its own supply of natural gas for transportation.

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

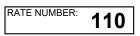
UNAUTHORIZED OVERRUN GAS RATE:

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

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 16





MINIMUM BILL:

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

5.1724 ¢/m³

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

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2023 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2023 and replaces the identically numbered rate schedule that specifies implementation date, April 1, 2022 and that indicates the Board Order, EB-2022-0089, effective April 1, 2022.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 17

RATE NUMBER: 115		LARGE VOLUM	E LOAD FACTOR SERV
APPLICABILITY:			
distribution network for th	he transportation, to a single te	h the Company to use the Com rminal location ("Terminal Locat ximum daily volume of not less	tion"), of an annual supply
CHARACTER OF SERV	/ICE:		
Service shall be continuo	us (firm) except for events as s	pecified in the Service Contract	including force majeure.
RATE:			
Rates per cubic metre as	ssume an energy content of 38.	53 MJ/m³.	
			Billing Month
			January
			to
			December
Monthly Customer Cha	rge ⁽¹⁾		\$682.11
Delivery Charge			
Per cubic metre of Cor	ntract Demand		27.1243 ¢/m³
Per cubic metre of gas			
For the first 1,000,0	•		0.6708 ¢/m³
For all over 1,000,0	00 m³ per month		0.5683 ¢/m³
Gas Supply Load Balar	ncing Charge		0.0948 ¢/m³
Transportation Charge	per cubic metre (If applic	able)	3.9267 ¢/m³
Transportation Dawn C	Charge per cubic metre	(If applicable)	0.9697 ¢/m³
System Sales Gas Sup	ply Charge per cubic metre	(If applicable)	18.3394 ¢/m³
The rates queted above	shall be subject to the Cas Ca	et Adjustment contained in Pid	ler "C", the Revenue Adjustment
		Charge (if applicable) and the Fa	
		addition, meter readings will be	
		shown in Rider "F". The Gas	

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

if the Applicant is not providing its own supply of natural gas for transportation.

DIRECT PURCHASE ARRANGEMENTS:

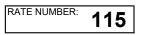
Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule.

UNAUTHORIZED OVERRUN GAS RATE:

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

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 18



MINIMUM BILL:

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

4.6531 ¢/m³

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

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2023 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2023 and replaces the identically numbered rate schedule that specifies implementation date, April 1, 2022 and that indicates the Board Order, EB-2022-0089, effective April 1, 2022.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 19



RAIEN	125 NUMBER:	EXTRA LARGE FIRM DISTRIBUTION SERV			
APPL	ICABILITY:				
distrib maxim Billing	ution network for the tra num daily volume of nat	ansportation, to a single termina ural gas. The maximum daily v applicable, shall not be less tha	e Company to use the Company's natural gas al location ("Terminal Location"), of a specified /olume for billing purposes, Contract Demand or an 600,000 cubic metres. The Service under this rate requires		
СНАБ	RACTER OF SERVICE:	,			
Servic	e shall be firm except fo	or events specified in the Servi	ice Contract including force majeure.		
		ne monthly demand charges pa and the Applicant shall not exc	ayable shall be based on the Contract Demand which shall be seed the Hourly Demand.		
Contra	act Demand specified in		e shall be based on the Billing Contract Demand or the oplicant shall not exceed an hourly flow calculated as 1/24th		
DISTR	RIBUTION RATES:				
The fo	llowing rates and charg	es, as applicable, shall apply f	or deliveries to the Terminal Location.		
Month	nly Customer Charge ⁽	1)	\$547.97		
Per	nd Charge cubic metre of the Cont tract Demand, as applic	ract Demand or the Billing cable, per month	11.2127 ¢/m³		
Direct	t Purchase Administra	tion Charge	\$82.12		
Forec	ast Unaccounted For	Gas Percentage	0.9%		
Month	hly Minimum Bill: The	Monthly Customer Charge plu	s the Monthly Demand Charge.		
	tes quoted above shall be lition to delivery charge) o		Charge (if applicable) and the Facility Carbon Charge		
	gregated within Monthly ntario Regulation 24/19.		nt of one dollar per month in accordance with Bill 32		
TERM	IS AND CONDITIONS	OF SERVICE:			
С	Company's HANDBOOK		ally address matters set out in PARTS III and IV of the TION SERVICES then the provisions in those Parts shall ate Schedule.		
2. U	Inaccounted for Gas (UFG) Adjustment Factor:			
d g	elivered to the Applican	t's Terminal Location; and (b) d above multiplied by (a). In th	a daily basis the sum of: (a) the volume of gas to be a volume of gas equal to the forecast unaccounted for the case of a Dedicated Service, the Unaccounted for		
3. N	lominations:				
с	ustomer's daily load plu	is the UFG. Customers may ch	ne gross commodity delivery required to serve the nange daily nominations based on the nomination windows ransCanada PipeLines (TCPL) or Union Gas Limited.		
fl	exibility than exists upst	tream of the EGD gas distribut	upstream nominations. This rate does not allow for any more ion system. Where the customer's nomination does not tion will be confirmed at the upstream value.		
D S d	Delivery Area (CDA) or E Service Contract. The Co	EGD's Eastern Delivery Area (I ompany may accept deliveries gas nominated to the system c	ed Primary Delivery Area that may be EGD's Central EDA) or other Delivery Area as specified in the applicable at a Secondary Delivery Area such as Dawn, at its sole cannot exceed the Contract Demand, unless Make-up Gas		

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 6
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 20



Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 27 of 77

RATE NUMBER: 125

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

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

4. Authorized Demand Overrun:

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

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

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

Authorized Demand Overrun Rate

0.37 ¢/m³

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

5. Unauthorized Demand Overrun:

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

6. Unauthorized Supply Overrun:

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

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

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

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 6
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 21

7. Unauthorized Supply Underrun:

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

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

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

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

* where the price P_e expressed in cents / cubic metre is defined as follows: P_e = (P_m * E_r * 100 * 0.03853 / 1.055056) * 1.5

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

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

1.055056 = Conversion factor from mmBtu to GJ.

0.03853 = Conversion factor from GJ to cubic metres.

** where the price P_u expressed in cents / cubic metre is defined as follows: $P_u = (P_1 * E_r * 100 * 0.03853 / 1.055056) * 0.5$

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

Term of Contract:

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

Right to Terminate Service:

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 3 of 6
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 22

LOAD BALANCING PROVISIONS:

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

Definitions:

Aggregate Delivery:

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

Applicable Delivery Area:

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

Primary Delivery Area:

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

Secondary Delivery Area:

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

Actual Consumption:

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

Net Available Delivery:

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

Daily Imbalance:

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

Cumulative Imbalance:

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 4 of 6
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 23

Maximum Contractual Imbalance:

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

Winter and Summer Seasons:

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

Operational Flow Order:

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

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

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

Daily Balancing Fee:

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

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

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

- Tier 1 = 0.9137 cents/m3 applied to Daily Imbalance of greater than 2% but less than 10% of the Maximum Contractual Imbalance
- Tier 2 = 1.0964 cents/m3 applied to Daily Imbalance of greater than 10% but less than the Maximum Contractual Imbalance

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 5 of 6
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 24

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 31 of 77

RATE NUMBER: 125

For customers delivering to a Primary Delivery Area other than EGD's CDA or EGD's EDA, the Tier 1 Fee is applied to Daily Imbalance of greater than 0% but less than 10% of the Maximum Contractual Imbalance

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

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

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

Cumulative Imbalance Charges:

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

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

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

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

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

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after January 1, 2023. This rate schedule is effective January 1, 2023 and replaces the identically numbered rate schedule that specifies implementation date, April 1, 2022 and that indicates the Board Order, EB-2022-0089 effective April 1, 2022.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 6 of 6
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 25

RATE NUMBER: 135			SEAS	ONAL FIRM	SER
APPLICABILITY:					
To any Applicant who enters into a Service Contract wi distribution network for the transportation, to a single te of natural gas of not less than 340,000 cubic metres.					
CHARACTER OF SERVICE:					
Service shall be continuous (firm) except for events as A maximum of five percent of the contracted annual vol during the months of December to March inclusively.					
RATE:					
Rates per cubic metre assume an energy content of 38.5	53 MJ/m³.				
	_		Billing	g Month	
		December		April	
		to		to	
	_	March		November	
Ionthly Customer Charge ⁽¹⁾		\$126.89		\$126.89	
Delivery Charge					
For the first 14,000 m ³ per month		8.7072	¢/m³	3.0187	¢/m³
For the next 28,000 m ³ per month		7.2308		2.1834	,
For all over 42,000 m ³ per month		6.6456		1.9276	
Gas Supply Load Balancing Charge		0.0000		0.0000	
			<i>p</i>		<i>,</i>
Transportation Charge per cubic metre (If applic	cable)	3.9267	¢/m³	3.9267	¢/m³
Transportation Dawn Charge per cubic metre	(If applicable)	0.9697	¢/m³	0.9697	¢/m³
System Sales Gas Supply Charge per cubic metre	(If applicable)	18.3471	¢/m³	18.3471	¢/m³
The rates quoted above shall be subject to the Gas Cost Rider contained in Rider "E" and the Federal Carbon Cha addition to delivery charge) contained in Rider "J". In add Pressure Factor relevant to the customer's location as sh if the Applicant is not providing its own supply of natural g ^{II)} : Aggregated within Monthly Customer Charge is the amo nd Ontario Regulation 24/19.	arge (if applicable) a dition, meter readin hown in Rider "F". gas for transportatio	nd the Facilit gs will be adju The Gas Supp on.	y Carbon isted by t bly Charg	Charge (in the Atmospheric e is applicable	t
DIRECT PURCHASE ARRANGEMENTS:					
Rider "A" or Rider "B" shall be applicable to Applicants w Rate Schedule.	vho enter into Direct	Purchase Ari	rangemer	nts under this	
The applicant has the option of delivering either Option or Option b) a Modified Mean Daily Volume ("MMDV") b for the months of January, February and March would b	based on nine mon	hs of deliveri			
UNAUTHORIZED OVERRUN GAS RATE:					
When the Applicant takes Unauthorized Supply Overrun (150% of the highest price on each day on which an overr Gas Daily for the Niagara and Iroquois export points for t	run occurred for the	calendar mor	•		
Failure to deliver a volume of gas equal to the Mean Da the months of December to March inclusive may result					t durin

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

rate in a subsequent contract period, at the Company's sole discretion.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 26



Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 33 of 77



SEASONAL CREDIT:

Rate per cubic metre of Mean Daily Volume from December to March	\$ 0.77 /m ³
Rate per cubic metre of Modified Mean Daily Volume for December	\$ 0.77 /m³

SEASONAL OVERRUN CHARGE:

During the months of December through March inclusively, any volume of gas taken in a single month in excess of five percent of the annual contract volume (Seasonal Overrun Monthly Volume) will be subject to Seasonal Overrun Charges in place of both the Delivery and Gas Supply Load Balancing Charges. The Seasonal Overrun Charge applicable for the months of December and March shall be calculated as 2.0 times the sum of the Gas Supply Load Balancing Charge, Transportation Charge and the maximum Delivery Charge. The Seasonal Overrun Charge applicable for the months of January and February shall be calculated as 5.0 times the sum of the Load Balancing Charge, Transportation Charge and the maximum Delivery Charge.

Seasonal Overrun Charges:

December and March	25.2678	¢/m³
January and February	63.1693	¢/m³

MINIMUM BILL:

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

8.8024 ¢/m³

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

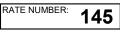
To apply to bills rendered for gas consumed by customers on and after January 1, 2023 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2023 and replaces the identically numbered rate schedule that specifies implementation date, April 1, 2022 and that indicates the Board Order, EB-2022-0089, effective April 1, 2022.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 27



RATE NUMBER: 145 INTERRUPTIBLE SERVICE APPLICABILITY: To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation of a specified maximum daily volume of natural gas to a single terminal location ("Terminal Location") which can accommodate the total interruption of gas service as ordered by the Company exercising its sole discretion. The Company reserves the right to satisfy itself that the customer can accommodate the interruption of gas through either a shutdown of operations or a demonstrated ability and readiness to switch to an alternative fuel source. Any Applicant for service under this rate schedule must agree to transport a minimum annual volume of 340,000 cubic metres. CHARACTER OF SERVICE: In addition to events as specified in the Service Contract including force majeure, service shall be subject to curtailment or discontinuance upon the Company issuing a notice not less than 16 hours prior to the time at which such curtailment or discontinuance is to commence. An Applicant may, by contract, agree to accept a shorter notice period. RATE: Rates per cubic metre assume an energy content of 38.53 MJ/m³. **Billing Month** January to December Monthly Customer Charge⁽¹⁾ \$135.93 **Delivery Charge** Per cubic metre of Contract Demand 9.0517 ¢/m3 For the first 14,000 m³ per month 7.4823 ¢/m3 For the next 28,000 m³ per month 6.1081 ¢/m3 For all over 42,000 m³ per month 5.5426 ¢/m3 Gas Supply Load Balancing Charge 0.5673 ¢/m3 3.9267 ¢/m3 Transportation Charge per cubic metre (If applicable) Transportation Dawn Charge per cubic metre 0.9697 ¢/m3 (If applicable) System Sales Gas Supply Charge per cubic metre (If applicable) 18.3434 ¢/m3 The rates quoted above shall be subject to the Gas Cost Adjustment contained in Rider "C", the Revenue Adjustment Rider contained in Rider "E" and the Federal Carbon Charge (if applicable) and the Facility Carbon Charge (in addition to delivery charge) contained in Rider "J". In addition, meter readings will be adjusted by the Atmospheric Pressure Factor relevant to the customer's location as shown in Rider "F". The Gas Supply Charge is applicable if the Applicant is not providing its own supply of natural gas for transportation. ⁽¹⁾: Aggregated within Monthly Customer Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19. DIRECT PURCHASE ARRANGEMENTS: Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule. CURTAILMENT CREDIT: Rate for 16 hours of notice per cubic metre of Mean Daily Volume from December to March \$ 0.50 /m³

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 28



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

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

UNAUTHORIZED OVERRUN GAS RATE:

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

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

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

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

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

MINIMUM BILL:

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

11.9371 ¢/m³

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2023 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2023 and replaces the identically numbered rate schedule that specifies implementation date, April 1, 2022 and that indicates the Board Order, EB-2022-0089, effective April 1, 2022.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 29

RATE NUMBER: 17	0	LARGE INTERRUPTIBLE SERVIC
APPLICABILITY:		
network for the trans metres and a minimu which can accommo reserves the right to a shutdown of opera	portation of a specified maximum daily vo m annual volume of 5,000,000 cubic met date the total interruption of gas service w satisfy itself that the customer can accom tions or a demonstrated ability and readir	Company to use the Company's natural gas distribution olume of natural gas of not less than 30,000 cubic res to a single terminal location ("Terminal Location") when required by the Company. The Company modate the interruption of gas through either ness to switch to an alternative fuel source. uption of gas service upon not less than four (4) hours notice.
CHARACTER OF S	ERVICE:	
curtailment or discon		ding force majeure, service shall be subject to tice not less than 4 hours prior to the time at which
RATE:		
Rates per cubic metr	e assume an energy content of 38.53 M	
		Billing Month January
		to
Monthly Customer	2borgo ⁽¹⁾	December
wonting customer	Sharge	\$306.55
Delivery Charge		
Per cubic metre of		4.4945 ¢/m³
Per cubic metre of For the first 1.0	00,000 m ³ per month	0.5980 ¢/m³
	00,000 m ³ per month	0.3940 ¢/m³
Gas Supply Load B	alancing Charge	0.2465 ¢/m³
Fransportation Cha	rge per cubic metre (If applicable)	3.9267 ¢/m³
•		plicable) 0.9697 ¢/m³
System Sales Gas	Supply Charge per cubic metre (If	applicable) 18.3394 ¢/m³
Rider contained in Rid addition to delivery cha Pressure Factor releva	er "E" and the Federal Carbon Charge (if ap arge) contained in Rider "J". In addition, me	ent contained in Rider "C", the Revenue Adjustment oplicable) and the Facility Carbon Charge (in ter readings will be adjusted by the Atmospheric lider "F". The Gas Supply Charge is applicable ansportation.
). Aggregated within nd Ontario Regulatio		of one dollar per month in accordance with Bill 32

DIRECT PURCHASE ARRANGEMENTS:

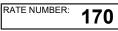
Rider "A" or Rider "B" shall be applicable to Applicants who enter into Direct Purchase Arrangements under this Rate Schedule.

CURTAILMENT CREDIT:

Rate for 4 hours of notice per cubic metre of Mean Daily Volume from December to March \$ 1.10 /m³

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 30

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 37 of 77



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

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

UNAUTHORIZED OVERRUN GAS RATE:

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

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

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

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

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

MINIMUM BILL:

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

4.7321 ¢/m³

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2023 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2023 and replaces the identically numbered rate schedule that specifies implementation date, April 1, 2022 and that indicates the Board Order, EB-2022-0089, effective April 1, 2022.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 31

RATE NUMBER: 200 WHOLESALE SERVICE

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

Rates per cubic metre assume an energy content of 38.53 MJ/m³.

	Billing Month
	January
	to
	December
Monthly Customer Charge	
The monthly customer charge shall be	
negotiated with the applicant and shall not exceed:	\$2,000.00
Delivery Charge	
Per cubic metre of Firm Contract Demand Per cubic metre of gas delivered	16.2592 ¢/m³ 1.3602 ¢/m³
r el cubic metre ol gas delivered	1.3002 ¢/m
Gas Supply Load Balancing Charge	1.1360 ¢/m³
Transportation Charge per cubic metre (If applicable)	3.9267 ¢/m³
Transportation Dawn Charge per cubic metre (If applicable)	0.9697 ¢/m³
System Sales Gas Supply Charge per cubic metre (If applicable)	18.3393 ¢/m³
Buy/Sell Sales Gas Supply Charge per cubic metre (If applicable)	18.3173 ¢/m³

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

DIRECT PURCHASE ARRANGEMENTS:

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

CURTAILMENT CREDIT:

Rate for 4 hours of notice per cubic metre of Mean Daily Volume from December to March \$ 1.10 /m³

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 32



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

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

UNAUTHORIZED OVERRUN GAS RATE:

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

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

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

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

MINIMUM BILL:

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

6.3838 ¢/m³

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2023 under Sales Service including Buy/Sell Arrangements and Transportation Service. This rate schedule is effective January 1, 2023 and replaces the identically numbered rate schedule that specifies implementation date, April 1, 2022 and that indicates as the Board Order, EB-2022-0089, effective April 1, 2022.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 33



RATE NUMBER: 300	FIRM OR INTERRUPTIBLE DISTRIBUTION SERVICE

APPLICABILITY:

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation to a single Terminal Location of a specified maximum daily volume of natural gas. The Company reserves the right to limit service under this schedule to customers whose maximum contract demand does not exceed 600,000 m3. The Service under this rate requires Automatic Meter Reading (AMR) capability. Service under this schedule is firm unless a customer is currently served under interruptible distribution service or the Company, in its sole judgment, determines that existing delivery facilities cannot adequately serve the load on a firm basis.

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

CHARACTER OF SERVICE:

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

DISTRIBUTION RATES:

Monthly Customer Charge ⁽¹⁾	\$547.97
Monthly Contract Demand Charge Firm	26.3752 ¢/m³
Interruptible Service: Minimum Delivery Charge Maximum Delivery Charge	0.4424 ¢/m³ 1.0406 ¢/m³
Direct Purchase Administration Charge	\$82.12
Forecast Unaccounted For Gas Percentage	0.9%

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

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

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

TERMS AND CONDITIONS OF SERVICE:

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

2. Unaccounted for Gas (UFG) Adjustment Factor:

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

3. Nominations:

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

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

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 6
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 34



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

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

4. Authorized Demand Overrun:

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

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

5. Unauthorized Demand Overrun:

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

6. Unauthorized Supply Overrun:

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

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

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

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 6
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 35

7. Unauthorized Supply Underrun:

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

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

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

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

* where the price P_e expressed in cents / cubic metre is defined as follows: $P_e = (P_m * E_r * 100 * 0.03853 / 1.055056) * 1.5$

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

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

1.055056 = Conversion factor from mmBtu to GJ.

0.03853 = Conversion factor from GJ to cubic metres.

** where the price P_u expressed in cents / cubic metre is defined as follows: $P_u = (P_1 * E_r * 100 * 0.03853 / 1.055056) * 0.5$

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

Term of Contract:

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

Right to Terminate Service:

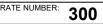
The Company reserves the right to terminate service to customers served hereunder where the customer's failure to comply with the parameters of this rate schedule, including interruptible service and load balancing provisions, jeopardizes either the safety or reliability of the gas system. The Company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

Load Balancing:

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 3 of 6
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 36





LOAD BALANCING PROVISIONS:

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

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

Definitions:

Aggregate Delivery:

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

Applicable Delivery Area:

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

Primary Delivery Area:

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

Secondary Delivery Area:

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

Actual Consumption:

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

Net Available Delivery:

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

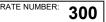
Daily Imbalance:

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

Cumulative Imbalance:

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 4 of 6
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 37



Maximum Contractual Imbalance:

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

Winter and Summer Seasons:

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

Operational Flow Order:

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

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

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

Daily Balancing Fee:

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

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

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

Tier 1 = Daily Imbalance of greater than 2% but less than 10% of the Maximum Contractual Imbalance and shall be subject to a charge of 0.9137 cents/M3

Tier 2 = Daily Imbalance of greater than 10% but less than Maximum Contractual Imbalance shall be subject to a charge of 1.0964 cents/m3

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 5 of 6
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 38

RATE NUMBER: 300

A Daily Imbalance in excess of the Maximum Contractual Imbalance shall be deemed to be Unauthorized Supply Overrun or Underrun gas, as appropriate.

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

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

Cumulative Imbalance Charges:

Customers may trade Cumulative Imbalances within a delivery area.

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

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

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

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

EFFECTIVE DATE:

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 6 of 6
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 39

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 46 of 77

GAS STOR

APPLICABILITY:

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

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

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

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

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

CHARACTER OF SERVICE:

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

The service is available on two bases:

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

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

RATE:

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

Monthly Customer Charge:	\$164.09
Storage Reservation Charge:	
Monthly Storage Space Demand Charge	0.0537 ¢/m³
Monthly Storage Deliverability Demand Charge	23.1914 ¢/m³
Injection & Withdrawal Unit Charge:	0.2897 ¢/m³

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

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

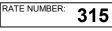
FUEL RATIO REQUIREMENT:

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

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 3
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 40





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

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

TERMS AND CONDITIONS OF SERVICE:

1. Nominated Storage Service:

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

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

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

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

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

2. No-Notice Storage Service:

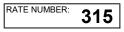
The Company, at its sole discretion based on operating conditions, may provide a No-Notice Storage Service that allows customers taking gas under distribution service rates to balance daily deliveries using this Storage Service. No-Notice Storage Service requires that the customer grant the Company the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

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

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 3
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 41





Other provisions:

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

Term of Contract:

A minimum of one year.

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

EFFECTIVE DATE:

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 3 of 3
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 42



GAS STORAGE SERVICE AT DA

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

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

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

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

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

CHARACTER OF SERVICE:

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

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

RATE:

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

Monthly Customer Charge:	\$164.09
Storage Reservation Charge:	
Monthly Storage Space Demand Charge	0.0537 ¢/m³
Monthly Storage Deliverability Demand Charge	5.5775 ¢/m³
Injection & Withdrawal Unit Charge:	0.1206 ¢/m³

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

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

FUEL RATIO REQUIREMENT:

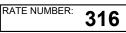
The Fuel Ratio per unit of gas injected and withdrawn is 0.35%.

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

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 43





TERMS AND CONDITIONS OF SERVICE:

Nominated Storage Service:

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

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

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

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

The customer may transfer the title of gas in storage.

Other provisions:

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

Term of Contract:

A minimum of one year.

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

EFFECTIVE DATE:

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 44



RATE NUMBER: 320 BACKSTOPPING SERVICE	J20 BACKOTOTTING SERVICE
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To any Applicant whose delivery of natural gas to the Company for transportation to a Terminal Location has been interrupted prior to the delivery of such gas to the Company.

CHARACTER OF SERVICE:

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

RATE:

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

	Billing Month
	January
	to
	December
Gas Supply Charge	
Per cubic metre of gas sold	22.9067 ¢/m³

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

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after January 1, 2023 under Sales Service and Transportation Service. This rate schedule is effective January 1, 2023 and replaces the identically numbered rate schedule that specifies implementation date, April 1, 2022 and that indicates the Board Order, EB-2022-0089, effective April 1, 2022.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 45



RATE NUMBER:	325

APPLICABILITY AND CHARACTER OF SERVICE:

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

RATE:

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

	Transmission & Compression \$/10³m³	Pool Storage \$/10³m³
Demand Charge for: Annual Turnover Volume	0.2265	0.2139
Maximum Daily Withdrawal Volume	24.9285	23.7817
Commodity Charge	1.0641	0.2125

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

FUEL RATIO REQUIREMENT:

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

MINIMUM BILL:

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

EXCESS VOLUME AND OVERRUN RATES:

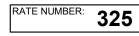
In addition to the charges provided for in the Rate Section above, the Customer shall pay, for services rendered, the sum of the following applicable charges as they are incurred:

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 46





	Excess Volume Charge \$/10³m³ / Year	Overrun Charge \$/10³m³ / Day
Transmission & Compression		
Authorized	2.9894	0.8196
Unauthorized	-	329.0568
Pool Storage		
Authorized	2.8239	0.7819
Unauthorized	-	313.9182

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

BILLING ADJUSTMENT:

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

TERMS AND EXPRESSIONS:

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

EFFECTIVE DATE:

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 47



RATE NUMBER: 330	TRANSMISSION AND COMPRESSION AND POOL STORAGE
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To any Applicant who enters into a Storage Contract with the Company for delivery by the Applicant to the Company and re-delivery by the Company to the Applicant of a volume of natural gas owned by the Applicant.

CHARACTER OF SERVICE:

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

RATE:

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

	Full Cycle		Short Cycle	
	Firm	Interruptible	-	
	\$/10³m³	\$/10³m³	\$/10³m³	
Monthly Demand Charge per unit of				
Annual Turnover Volume:				
Minimum	0.4404	0.4404	-	
Maximum	2.2020	2.2020	-	
Monthly Demand Charge per unit of				
Contracted Daily Withdrawal:				
Minimum	48.7102	38.9682	-	
Maximum	243.5511	194.8409	-	
Commodity Charge per unit of gas				
delivered to / received from storage:				
Minimum	1.2765	1.2765	0.4668	
Maximum	6.3827	6.3827	42.9116	

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

FUEL RATIO REQUIREMENT:

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

TRANSACTING IN ENERGY:

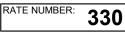
The conversion factor is 37.74MJ/m3, which corresponds to Union Gas' System Wide Average Heating Value, as per the Board's RP-1999-0017 Decision with Reasons.

MINIMUM BILL:

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 48





OVERRUN RATES:

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

	Full Cycle		Short Cycle
	Firm	Interruptible	-
	\$/10³m³	\$/10 ³ m ³	\$/10³m³
Authorized Overrun			
Annual Turnover Volume			
Negotiable, not to exceed:	42.9116	42.9116	42.9116
Authorized Overrun			
Daily Injection/Withdrawal			
Negotiable, not to exceed:	42.9116	42.9116	42.9116
Unauthorized Overrun			
Annual Turnover Volume			
Excess Storage Balance			
Excess Storage Balance	429.1160	429.1160	429.1160
December 1 - October 31	42.9116	42.9116	42.9116
Unauthorized Overrun			
Annual Turnover Volume			
Negative Storage Balance			

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 49



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

CHARACTER OF SERVICE:

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

RATE:

The following rates, effective January 1, 2023, shall apply in respect of FT and IT Service under this Rate Schedule:

	Demand Rate \$/10³m³	Commodity Rate \$/10 ³ m ³
FT Service	6.1731	-
IT Service	-	0.2280

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

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

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

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 50



RATE NUMBER:	332

PARKWAY TO ALBION KING'S NORTH TRANSPORTATION SERVICE

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

The following charges, effective January 1, 2023, shall apply for transportation service under this Rate Schedule:

Monthly Contract Demand Charge	<u>\$/GJ</u> \$1.3209	<u>\$/103m3</u> 50.8955
Authorized Overrun Charge	<u>\$/GJ</u> \$0.0521	<u>\$/103m3</u> 2.0079

The Monthly Contract Demand charge is equal to the Daily Contract Demand of \$0.0434 per GJ or \$1.6733 per 10³m³.

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

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

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

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

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

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

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 51



RATE NUMBER:	
401	RENEWABLE NATURAL GAS INJECTION SERVICE

To any Renewable Natural Gas producer ("Applicant") who enters into a Service Agreement ("Agreement") with the Company for Renewable Natural Gas injection services located on or adjacent to the property employed by the Applicant for producing Renewable Natural Gas in an area served by the Company's Gas Distribution Network. Renewable Natural Gas Injection Service under this Schedule is conditioned upon arrangements mutually satisfactory to the Applicant and the Company for design, location, construction, and operation of required facilities.

RATE:

The Company will set a rate based on the Applicant's unique circumstances ("Service Fee"). The Service Fee shall be based on a cost-of-service calculation of the Company's fully-allocated direct and indirect costs using the Company's weighted average cost of capital ("WACC") of providing the services under the Agreement for a period of time agreed to between the Company and the Applicant. The Service Fee for Renewable Natural Gas Injection Services will be derived from a Discounted Cash Flow ("DCF") analysis. The DCF analysis will be based on the principles and parameters set out in the Ontario Energy Board's EBO 188 feasibility guideline (the "Guideline"). The Service Fee for Renewable Natural Gas Injection Services is a site specific levelized (constant) service fee applicable to each month of the term of the Agreement. The Service Fee is set so as to recover all costs associated with the provision of service such as, but not limited to; operating and maintenance costs, depreciation, cost of debt the Company's return on investment and related taxes. The Service Fee will be calculated such that the application of the application of the Guideline is forecast to result in a Profitability Index of equal to or greater than 1.02 over the service life of the plant and facilities required to provide this service.

TERMS AND CONDITIONS OF SERVICE:

To be set out in the Service Agreement.

EFFECTIVE DATE:

This rate schedule is in effect as of January 1, 2020.

		-		
EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 52



APPENDIX:	Α			AREAS OF CAP	PACITY CONSTRAINT
Applicants loca curtailed to ma	ated off t aintain di	he piping networks not stribution system integr	ed below or off pipin ity.	g systems supplied from these	networks may be
The Town of C The Town of M	Collingwo 1idland	od			
EFFECTIVE DATE:		IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 7 Handbook 53
January 1, 202	23	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 53

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 60 of 77

RIDER:				
A		TRANSPORTATION SERVICE RIDER		
APPLICABILITY:				
This rider is applicable to any Applicant who enters into Gas Transportation Agreement with the Company under any rate other than Rates 125 and 300.				
MONTHLY DIRECT PURCHASE ADMINISTRATION CHARGE:				
F	xed Charge	\$82.12 per month		
Α	ccount Charge	\$0.23 per month per account		
NOTICE OF SWITCH LETT	ER SERVICE CHARGE:	\$2.19		
AVERAGE COST OF TRANSPORTATION:				
The average cost of transportation effective January 1, 2023:				

Service Type:	Point of Acceptance	Firm Transportation (FT)
T-Service:	CDA, EDA	3.9267 ¢/m³
Dawn T-Service:	CDA, EDA	0.9697 ¢/m³

TCPL FT CAPACITY TURNBACK:

APPLICABILITY:

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

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:	IMPLEMENTATI	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2	EB-2022-0133	April 1, 2022	Handbook 54

RIDER: A

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

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

or

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

EFFECTIVE DATE:

EFFECTIVE DATE:	IMPLEMENTATIO BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2023	January 1, 2EB-2022-0133	April 1, 2022	Handbook 55

RIDER:	В	BUY / SELL SERVICE RIDER

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

MONTHLY DIRECT PURCHASE ADMINISTRATION CHARGE:

Fixed Charge	\$82.12 per month
Account Charge	\$0.23 per month per account
NOTICE OF SWITCH LETTER SERVICE CHARGE:	\$2.19

BUY / SELL PRICE:

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

FT FUEL PRICE:

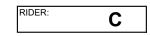
The FT fuel price used to establish the Buy price in Western Buy/Sell arrangements without fuel will be determined monthly based upon the actual FT-WACOG.

EFFECTIVE DATE:

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 56

RIDER: C	GAS COST ADJUSTMENT R	IDER

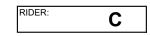
Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 64 of 77



EFFECTIVE DATE:	IMPLEMENTATION D	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 3
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	58



Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 65 of 77



EFFECTIVE DATE:	IMPLEMENTATION D	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 3 of 3
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	59

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 66 of 77

	RIDER: D	SITE RESTORATION COST CLEARANCE
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Bundled Services	
Rate Class	(¢/m³)
Rate 1	0.0000
Rate 6	0.0000
Rate 9	0.0000
Rate 100	0.0000
Rate 110	0.0000
Rate 115	0.0000
Rate 135	0.0000
Rate 145	0.0000
Rate 170	0.0000
Rate 200	0.0000

<u>Unbundled Services</u> Rate Class	(¢/m³)
Rate 125 - per m³ of contract demand	0.0000
Rate 300 - per m ³ of contract demand	0.0000
Rate 300 (Interruptible)	0.0000

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 60



RIDER:			REVE		IENT RIDER
FFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFEC	CTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook	61

RIDER: F		ATMOSPHERIC PRESSURE FACTOR
The following elevation factors atmospheric pressure.	s shall be applicable to met	ered volumes measured by a meter that does not correct for
	Zone	Elevation Factor
	4	0.0011
	1	0.9644
	2	0.9652
	3	0.9669
	4 5	0.9678 0.9686
	6	0.9703
	7	0.9728
	8	0.9745
	9	0.9762
	10	0.9771
	11	0.9839
	12	0.9839
	13	0.9856
	13	0.9864
	15	0.9873
	16	0.9881
	17	0.9890
	18	0.9898
	19	0.9907
	20	0.9915
	20	0.9932
	21	0.9932
	22	0.9949
	23	0.9958
	24 25	0.9960
	26	0.9966
	20	0.9975
	28	0.9981
	29	0.9983
	30	0.9992
	31	0.9997
	32	1.0000
	33	1.0017
	34	1.0025
	35	1.0034
	36	1.0051
	37	1.0059
	38	1.0170

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 62

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix A, Page 69 of 77

RIDER: G	SERVICE CHARGE
	Rate
	(excluding HST)
New Account Or Activation New Account Charge	\$25.00
Turning on of gas, activating appliances, obtaining	φ23.00
billing data and establishing an opening meter reading	
for new customers in premises where gas has been	
previously supplied	
Appliance Activation Charge - Commercial Customers Only	\$70.00
Commercial customers are charged an appliance activation	minimum
charge on unlock and red unlock orders, except on the	1/2 hour work.
very first unlock and service unlock at a premise.	Total Amount depends on time required
Mater Uplack Charge - Second or Deal Heater	\$20.00
Meter Unlock Charge - Seasonal or Pool Heater Seasonal for all other revenue classes, or	\$70.00
Pool Heater for residential only	
Statement of Account	
Lawyer Letter Handling Charge	\$15.00
Provide the customer's lawyer with gas bill information.	
Statement of Account Charge (for one year history)	\$10.00
Cheques Returned Non-Negotiable Charge	\$20.00
Gas Termination	
Red Lock Charge	\$70.00
Locking meter or shutting off service by	
closing the street shut-off valve (when work can be	
performed by Field Collector)	
Removal of Meter	\$280.00
Removing meter by Construction & Maintenance crew	
Cut Off At Main Charge	\$1,300.00
Cutting service off at main by Construction & Maintenance Crew	
Valve Lock Charge	
Shutting off service by closing the street	
shut-off valve - work performed by Field Investigator	\$135.00
- work performed by Construction & Maintenance	\$280.00
Safety Inspection	
Inspection Charge	\$70.00
For inspection of gas appliances; the Company provides only one inspection free of charge, upon first time introduction of gas	
to a premise.	
Inspection Reject Charge (safety inspection)	\$70.00
Energy Board Inspection rejects are billed to the meter	
installer or homeowner.	

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 63



RIDER: G

Meter Test Meter Test Charge When a customer disputes the reading on his/her meter, he/she may request to have the meter tested. This charge will apply if the test result confirms the meter is recording consumption correctly.	
Residential meters	\$105.00
Non-Residential meters Street Service Alteration	Time & Material per Contractor
Street Service Alteration Street Service Alteration Charge For installation of service line beyond allowable guidelines (for new residential services only)	\$32.00
<u>NGV Rental</u> NGV Rental Cylinder (weighted average)	\$12.00
Other Customer Services (ad-hoc request) and Third Party Services (damages investigation and repair) Labour Hourly Charge-Out Rate Other Services (including ad-hoc customer requests and charges to customers and third parties for responding, investigating and repairing damages to Company facilities)	\$140.00
Cut Off At Main Charge - Commercial & Special Requests Cut Off At Main charges for commercial services and other residential services that involve significantly more work than the average will be custom quoted.	custom quoted
Cut Off At Main Charge - Other Customer Requests Other residential Cut Off At Main requests due to demolitions, fires, inactive services, etc. will be charged at the standard COAM rate.	\$1,300.00
Meter In-Out (Residential Only)) Relocate the meter from inside to outside per customer request	\$280.00
Request For Service Call Information Provide written information of the result of a service call as requested by home owners.	\$30.00
Temporary Meter Removal As requested by customers.	\$280.00
Damage Meter Charge	\$380.00

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 c	of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook	64

N FRANCHISE TITLE TRAN In any Gas Delivery Agreement inatural gas from one of its poor Applicant's deliveries and com- Elections must be made in acc the Gas Delivery Agreement. The Company will not apply and i.e. both Ontario, both Wester Points of Acceptance (i.e. one Acceptance), the Company will inatural gas (i.e. the seller or tr Admi Also, the applicable average of Vestern or Dawn Point of Acce ransportation as per Rider A for transfers from a pool with s adjusted for transfers between the applicable cost per volume ransferred. ENHANCED TITLE TRANSFI In any Gas Delivery Agreement inatural gas between the Comp educing an imbalance between reas. The ability of the Comp obtaining services under any r The cost for this service is sep Service Charge that is only ap	SFER SERVICE: In the between the Company and als to the pool of another App sumption as recorded in its B cordance with the Company's In Administration charge for tr rn, or both Dawn Points of Ac Ontario and one Western Po II apply the following Administ ansferor). Inistration Charge: ost of transportation as per F eptance for transfers to a po or the transferred volume is a an Ontario Point of Acceptan en Western and Dawn Points te transferred and the buyer points te transferred and the buyer points ER SERVICE: Int between the Company and	ice. The applicable average cost of transportation as per Rider A s of Acceptance, so that the seller pool (transferor) is charged ool or (recipient) is remitted at the applicable cost per volume
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natural gas between the Comp educing an imbalance between treas. The ability of the Comp obtaining services under any r the cost for this service is sep Service Charge that is only ap Admi Base		
Service Charge that is only ap Admi Base	en the customer's deliveries a any to accept such an election	I the Applicant, the Applicant may elect to initiate a transfer of lated by the Ontario Energy Board, at Dawn for the purposes of and consumption within the Enbridge Gas Distribution franchise on may be constrained at various points in time for customers 00 due to operational considerations of the Company.
Base		ration Charge that is applicable to all Applicants and a Bundled ing services under any rate other than Rate 125 or 300.
Base	nistration Charge:	
Com	Charge nodity Charge	\$50.00 per transaction \$0.6383 per 10 ³ m ³
The E and S		be equal to the absolute difference between the Eastern Zone ortation tolls approved by the National Energy Board for TCPL at
vith a Western Point of Accep	tance for transfers to anothe	the transferred volume is charged to the Applicant r party. The average cost of transportation as plicant with a Western Point of Acceptance for

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 65

RIDER:

GAS IN STORAGE TITLE TRANSFER:

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

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

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

Administration Charge:

\$25.00 per transaction

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 2 of 2
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 66

RIDER: I SYSTEM EXPANSION SURCHARGE AND TEMPORARY CONNECTION SURCHAR						
APPLICABILITY:						
This Rider is applicable to the Terminal Location of any Applicant who, pursuant to any Rate Schedules 1 and 6, receives gas						
distribution services from the Company as part of a Community Expansion Project, Small Main Extension or Customer Attachment						
		w. The System Expansion Surcharge and Temporary Connection Surcharge are in addition to the rates applicable Rate Schedules.				

SYSTEM EXPANSION SURCHARGE (SES):	\$ 0.24 /m ³
TEMPORARY CONNECTION SURCHARGE (TCS):	\$ 0.24 /m ³

SES and TCS additional terms and conditions:

- a) 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;
- b) 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;
- c) The Community Expansion Projects to which the SES apply are set out below. The Company will publish the geographic location, effective date and term of TCS project areas on the Company's website. Subject to d) below, the SES and TCS will apply to all Terminal Locations within the geographic location for the term, notwithstanding any change of ownership or occupancy; and
- d) The Company's estimated annual supply of gas at the Terminal Location must be no more than 50,000 m³. For any Terminal Location with an estimated annual supply of gas greater than 50,000 m³, the customer may elect to pay the SES or TCS, as applicable, or pay a CIAC.

GLOSSARY OF TERMS:

Community Expansion Project – A natural gas system expansion project undertaken by the Company for which the PI is less than 1.0 and which will provide first-time natural gas system access to a minimum of 50 potential customers.

Contribution in Aid of Construction (CIAC) - The Company's calculation in accordance with its feasibility policy of the amount of customer financial contributions required to reduce the capital cost of a project to serve one or more customers so that the project becomes feasible.

Small Main Extension and Customer Attachment Projects – A natural gas system extension or expansion projects undertaken by the Company for which the PI is less than 1.0 and which will provide natural gas system access to less than 50 potential customers.

Profitability Index (PI) – The Company's calculation in accordance with its feasibility policy of the ratio of the net present value (NPV) of the net cash inflows to the NPV of the net cash outflows for a natural gas system expansion or extension project undertaken by the Company.

COMMUNITY EXPANSION PROJECTS AND EFFECTIVE DATES:

Community Expansion Project	In-service Date	SES initial Term	Board Order Number
Description			
Town of Fenelon Falls	2020	40 years	EB-2017-0147
Scugog Island	2021	40 years	EB-2017-0261

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 67

RIDER:	1	
	J	CARBON CHARGES

	Federal	Facility
Rate Class	Carbon Charge	Carbon Charge
	(If Applicable) (¢/m³)	(¢/m³)
Rate 1	9.7900	0.0070
Rate 6	9.7900	0.0070
Rate 9	9.7900	0.0070
Rate 100	9.7900	0.0070
Rate 110	9.7900	0.0070
Rate 115	9.7900	0.0070
Rate 125	9.7900	0.0070
Rate 135	9.7900	0.0070
Rate 145	9.7900	0.0070
Rate 170	9.7900	0.0070
Rate 200	0.0000	0.0070
Rate 300	9.7900	0.0070
Rate 300 (Interruptible)	9.7900	0.0070
Rate 315	0.0000	0.0070
Rate 316	0.0000	0.0070
Rate 320	0.0000	0.0000
Rate 325	0.0000	0.0070
Rate 330	0.0000	0.0070
Rate 331	0.0000	0.0070
Rate 332	0.0000	0.0070

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 6

DER: K	Bill 32 and Ontario Regulation 24/19
e following charge of one dollar per m	onth is applicable to customers taking service within rate classes listed below.
Rate Class	Monthly Charge per Customer
Rate 1	\$1.00
Rate 6	\$1.00
Rate 100	\$1.00
Rate 110	\$1.00
Rate 115	\$1.00
Rate 125	\$1.00
Rate 135	\$1.00
Rate 145	\$1.00
Rate 170	\$1.00
Rate 300	\$1.00

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTI	VE: Page 1	of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook	69

RIDER:	Voluntary RNG Program Charge
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This rider is applicable to System Sales Service customers in the below rate classes who elect to participate in the Company's Voluntary RNG Program to fund the incremental cost of the Company's purchase of renewable natural gas ("RNG") as part of System Supply. The charge is a fixed monthly amount that applies (i) to the customer and not to the terminal location or address; and (ii) whether or not the customer consumes gas within the month.

RATE:

Rate Class	Monthly Charge per Customer
Rate 1	\$2.00
Rate 6	\$2.00

MINIMUM TERM:

The minimum term available is one complete billing month renewing automatically monthly until terminated by the customer or until the Company terminates the Voluntary RNG Program, whichever occurs earlier. Any termination will be effective as of the next billing cycle for the customer.

EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page 1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook 70

	RIDER: M	HYDROGEN GAS RIDER
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This Rider is applicable to the Terminal Location of any Applicant who, pursuant to any Rate Schedule, receives gas distribution services from the Company as part of a Hydrogen Blending Pilot Project listed below. The Hydrogen Gas Rider will compensate customers in the applicable Blended Gas Area for costs associated with increased gas consumption resulting from a lower heating value of the gas and is in addition to the rate charged pursuant to the applicable Rate Schedule.

HYDROGEN GAS RIDER FOR CUSTOMERS IN THE BLENDED GAS AREA:

Rate 1: A credit of \$20.00per year per Terminal Location

Rate 6: A credit of \$175.00 per year per Terminal Location

HYDROGEN BLENDING PILOT PROJECT AND EFFECTIVE DATE:

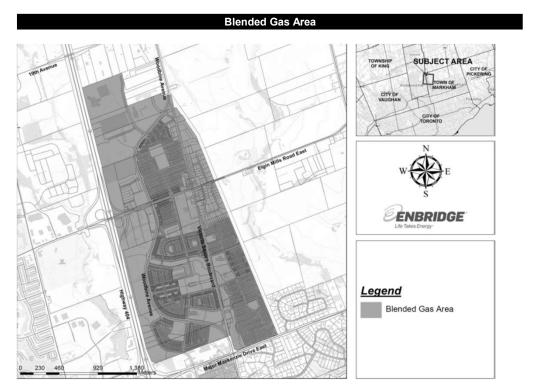
Description	In-service Date	Term	Board Order Number
Hydrogen Blending Pilot Project Markham (see map below)	August 1, 2021	To be reviewed annually and updated if there is a material change in the price of natural gas.	EB-2019-0294

GLOSSARY OF TERMS:

Hydrogen Blending Pilot Project:

• A project for which the Company blends its standard gas supply with up to 2% of hydrogen gas (blended gas) for distribution within an isolated portion the Gas Distribution Network called the Blended Gas Area.

Markham Blended Gas Area Map:



EFFECTIVE DATE:	IMPLEMENTATION DATE:	BOARD ORDER:	REPLACING RATE EFFECTIVE:	Page	1 of 1
January 1, 2023	January 1, 2023	EB-2022-0133	April 1, 2022	Handbook	71



SCHEDULE C

ENBRIDGE GAS INC.

2023 RATES

EB-2022-0133

DECISION ON SETTLEMENT PROPOSAL AND RATE ORDER

DATED NOVEMBER 3, 2022

DRAFT RATE ORDER – UNION RATE ZONES

DATED OCTOBER 7, 2022

EFFECTIVE JANUARY 1, 2023

APPENDIX B

DRAFT RATE ORDER – UNION RATE ZONES

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 1 of 17

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 m ³	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)
	Storage Service			
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)	<u>-</u>		-
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)
				~~~~~
23	System Expansion Surcharge (if applicable)	23.0000		23.0000

Notes:

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 2 of 17

### 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 (a)	Rate Change (b)	EB-2022-0133 Approved January 1, 2023 Rate (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)
23	System Expansion Surcharge (if applicable)	23.0000		23.0000

Notes:

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 3 of 17

#### 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 Approved October 1, 2022 <u>Rate</u> (a)	Rate Change (b)	EB-2022-0133 Approved January 1, 2023 Rate (c)
1	Monthly Charge	\$1,043.67	\$48.09	\$1,091.76
	Delivery Demand Charge			
2	First 70,000 m ³	33.8043	0.9925	34.7968
3	All over 70,000 m³	19.8786	0.5837	20.4623
	Delivery Commodity Charge			
4	First 852,000 m ³	0.8133	0.0198	0.8331
5	All over 852,000 m³	0.6063	0.0174	0.6237
	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
	Monthly Gas Supply Demand Charge			
8	Union North West Zone	43.7694	0.2672	44.0366
9	Union North East Zone	44.7516	0.2631	45.0147
10	Gas Supply Demand - Price Adjustment (All Zones)	-		-
	Commodity Transportation 1			
11	Union North West Zone	2.6479	0.0116	2.6595
12	Union North East Zone	1.8291	0.0094	1.8385
13	Transportation 1 - Price Adjustment (Union North West)	0.6490 (1)		0.6490 (1)
14	Transportation 1 - Price Adjustment (Union North East)	(0.0836) (1)		(0.0836) (1)
	Commodity Transportation 2			
15	Union North West Zone	-		-
16	Union North East Zone	-		-
	Commodity Cost of Gas and Fuel			
17	Union North West Zone	29.2969	0.0073	29.3042
18	Union North East Zone	31.8886	0.0073	31.8959
19	Commodity and Fuel - Price Adjustment (Union North West)	(0.3965) (1)		(0.3965) (1)
20	Commodity and Fuel - Price Adjustment (Union North East)	4.8866 (1)		4.8866 (1)
	Bundled Storage Service (\$/GJ)			
21	Monthly Demand Charge	18.587	0.248	18.835
22	Commodity Charge	0.254	0.007	0.261
23	Storage Demand - Price Adjustment	-		-

Notes:

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 4 of 17

### 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 (a)	Rate Change (b)	EB-2022-0133 Approved January 1, 2023 Rate (c)
1	Monthly Charge	\$1,554.83	\$67.03	\$1,621.86
	Delivery Demand Charge			
2	All Zones	19.1421	0.8039	19.9460
	Delivery Commodity Charge			
3	All Zones	0.2772	0.0107	0.2879
	Carbon Charges			
4 5	Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Delivery Charge)	9.7900 0.0141		9.7900 0.0141
	Monthly Gas Supply Demand Charge			
6	Union North West Zone	79.9636	(4.6892)	75.2744
7	Union North East Zone	120.1986	(6.1527)	114.0459
8	Gas Supply Demand - Price Adjustment (All Zones)	-		-
	Commodity Transportation 1			
9	Union North West Zone	4.4856	(0.2514)	4.2342
10	Union North East Zone	6.8739	(0.3339)	6.5400
11	Transportation 1 - Price Adjustment (Union North West)	-		-
12	Transportation 1 - Price Adjustment (Union North East)	-		-
	Commodity Transportation 2			
13	Union North West Zone	-		-
14	Union North East Zone	-		-
	Commodity Cost of Gas and Fuel			
15	Union North West Zone	29.2969	0.0073	29.3042
16	Union North East Zone	31.8886	0.0073	31.8959
17	Commodity and Fuel - Price Adjustment (Union North West)	(0.3965) (1)		(0.3965) (1)
18	Commodity and Fuel - Price Adjustment (Union North East)	4.8866 (1)		4.8866 (1)
	Bundled Storage Service (\$/GJ)			
19	Monthly Demand Charge	18.587	0.248	18.835
20	Commodity Charge	0.254	0.007	0.261
21	Storage Demand - Price Adjustment	-		-

Notes:

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 5 of 17

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

Line No.	Particulars (cents/m³)	EB-2022-0219 Approved October 1, 2022 Rate (a)	Rate <u>Change</u> (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

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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 6 of 17

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

Line No.	Particulars (cents/m³)	EB-2022-0219 Approved October 1, 2022 <u>Rate</u> (a)	Rate Change (b)	EB-2022-0133 Approved January 1, 2023 Rate (c)
	<u>Utility Sales</u>			
1 2	Commodity and Fuel Commodity and Fuel - Price Adjustment	32.6349 3.4561 (1)	0.0073	32.6422 3.4561 (1)
3	Transportation	-		-
4	Total Gas Supply Commodity Charge	36.0910	0.0073	36.0983
	M4 Firm Commercial/Industrial			
5	Minimum annual gas supply commodity charge	0.2012	0.0073	0.2085
6	<u>M4 / M5A Interruptible Commercial/Industrial</u> Minimum annual gas supply commodity charge	0.2012	0.0073	0.2085
	Storage and Transportation Supplemental Services - Rate T1, Rate T2 & Rate T3	<u>\$/GJ</u>		<u>\$/GJ</u>
	Monthly demand charges: (\$/GJ)			
7	Firm gas supply service	40.305	0.000	40.305
8	Firm backstop gas	3.004	0.002	3.006
	Commodity charges:			
9	Gas supply	8.363		8.363
10	Backstop gas	8.932	0.026	8.957
11	Reasonable Efforts Backstop Gas	10.179	0.137	10.315
12	Supplemental Inventory	Note (2)	0.101	Note (2)
13	Supplemental Gas Sales Service (cents/m³)	37.2266	0.1121	37.3386
14	Failure to Deliver	3.158	0.135	3.293
15	Discretionary Gas Supply Service (DGSS)	Note (3)		Note (3)

Notes:

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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 7 of 17

### 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 m ³	6.0413	0.4409	6.4822
4	All over 250 m ³	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 m ³	5.4327	0.5716	6.0043
16	All over 20,000 m ³	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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 8 of 17

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

Line No.	Particulars (cents/m³)	EB-2022-0219 Approved October 1, 2022 <u>Rate</u> (a)	Rate Change (b)	EB-2022-0133 Approved January 1, 2023 Rate (c)
	Rate M4 - Firm comm/ind contract rate			
	Monthly demand charge:			
1	First 8,450 m ³	67.0195	2.7191	69.7386
2	Next 19,700 m ³	31.9927	1.2192	33.2119
3	All over 28,150 m³	27.4413	1.0243	28.4656
	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
	Daily delivery commodity charge:	0.0010	0.0400	0.0014
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
12	30,000 m ³ to 50,000 m ³	3.4036	0.2196	3.6232
14	50,000 m ³ to 60,000 m ³	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)	-		-
	Carbon Charges			
22	Federal Carbon Charge (if applicable)	9.7900		9.7900
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
05	Daily delivery commodity charge:	0.0040	0.0400	0.004.4
25 26	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
20 27	$30,000 \text{ m}^3 \text{ to } 50,000 \text{ m}^3$	3.4036	0.2196	3.6232
28	50,000 m ³ to 60,000 m ³	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
		0.0000	

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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 9 of 17

### 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)
	Rate M7 - Special large volume contract			
	Firm			
1	Monthly demand charge	33.5024	0.3364	33.8388
2	Monthly delivery commodity charge	0.6040	0.1147	0.7187
3	Delivery - Price Adjustment	-		-
	Interruptible (1)			
	Monthly delivery commodity charge:			
4	Maximum	6.5943	0.7735	7.3678
5	Delivery - Price Adjustment	-		-
	Seasonal (1)			
	Monthly delivery commodity charge:			
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			
15	Monthly delivery commodity charge	8.5189	0.4338	8.9527
	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

Notes:

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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 10 of 17

## 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)
	<u>Contract Carriage Service</u> Rate T1 - 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 5	Firm incremental injection Interruptible withdrawal	1.415 1.415	0.058 0.058	1.473 1.473
5		1.415	0.056	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%
4.4	Transportation (cents / m ³ )		4 0000	
11 12	Monthly demand charge first 28,150 m³ Monthly demand charge next 112,720 m³	43.5565 30.9585	1.0389 0.7177	44.5954 31.6762
12	Monully demand charge next 112,720 m	50.9565	0.7177	31.0702
	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
10		0.0111		0.0111
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
00	<b>T</b>	4 0704	0.0705	4 7540
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

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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 11 of 17

## 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)			
	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 / m ³ )			
11	Monthly demand charge first 140,870 m ³	32.7085	0.4521	33.1606
12	Monthly demand charge all over 140,870 m ³	18.2383	0.2391	18.4774
	Firm commodity charges:			
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	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	\$6,501.02	\$303.79	\$6,804.81
20	Monany Ondryo	ψ0,001.02	ψυυυ.1 σ	ψ0,004.01

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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 12 of 17

### 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)
	Rate T3 - Storage and Transportation			
	Storage (\$ / GJ)			
	Monthly demand charges:			
1	Firm space	0.012		0.012
0	Firm Injection/Withdrawal Right	0.057	0.050	0.445
2	Union provides deliverability inventory Customer provides deliverability inventory	2.057 1.415	0.058 0.058	2.115 1.473
3 4	Firm incremental injection	1.415	0.058	1.473
4 5	Interruptible withdrawal	1.415	0.058	1.473
0		1.415	0.000	1.475
	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 / m ³ )			
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			0.100
17	Injection / Withdrawals	0.157	0.005	0.162
18	Customer provides compressor fuel	0.080	0.002	0.082
19	Transportation commodity charge (cents/m³)	0.8618	0.0756	0.9374
20	Customer provides compressor fuel	0.7273	0.0730	0.8003
04	Carbon Charges	0 7000		0 7000
21 22	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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 13 of 17

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

Line No.	Particulars (cents/m³)	EB-2022-0219 Approved October 1, 2022 <u>Rate</u> (a)	Rate <u>Change</u> (b)	EB-2022-0133 Approved January 1, 2023 Rate (c)
	U2 Unbundled Service			
	<u>Storage (\$ / GJ)</u>			
	Monthly demand charges:			
	Standard Storage Service (SSS)	0.007	0.004	0.000
1	Combined Firm Space & Deliverability	0.027	0.001	0.028
0	Standard Peaking Service (SPS)	0.100	0.000	0.444
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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 14 of 17

ENBRIDGE GAS INC.
Union South
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2022-0219 Approved Oct. 1, 2022 Rate (a)	Rate Change (b)	EB-2022-0133 Proposed January 1, 2023 Rate (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			
	Monthly demand charges			
10	Maximum	8.854	0.170	9.024
	Commodity charges :	0.001	0.110	0.021
11	Others	Note (1)		Note (1)
	Authorized Overrun			
	Transportation commodity charges			
12	Easterly: Dawn to Kirkwall - Union supplied fue	Note (1)		Note (1)
12	Dawn to Parkway - Union supplied fuel	Note (1)		Note (1)
13	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)	0.002	0.124 (1)
17	Kirkwall to Parkway - Shipper supplied fue	0.018 (1)	0.001	0.019 (1)
	M12-X Firm Transportation			
18	Between Dawn, Kirkwall and Parkway - Union supplied fue	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
27	Authorized Overrun - Shipper supplied fue	0.116 (2)	(0.001)	0.115 (2)
28	Facility Carbon Charge (in addition to Authorized Overrun Charge	0.004	. /	0.004

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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 15 of 17

ENBRIDGE GAS INC.
Union South
Summary of Changes to Storage and Transportation Rates

Line		EB-2022-0219 Approved Oct. 1, 2022	Rate	EB-2022-0133 Proposed January 1, 2023
No.	Particulars (\$/GJ)	Rate	Change	Rate
	M16 Storage Transportation Service	(a)	(b)	(c)
1	Monthly fixed charge per customer station	\$1,608.60	\$57.91	\$1,666.51
1	Monthly demand charges:	\$1,000.00	\$37.91	\$1,000.51
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	0.001	0.001	0.000
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			
	Transportation Fuel Charges to Dawn			
14	East of Dawn - Union supplied fue	0.078	0.002	0.080
15	West of Dawn - Union supplied fue	0.130	(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)
	Transportation Fuel Charges to Pools		()	
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	. ,		
	Monthly Demand Charges			
24	Dawn to Delivery Area	4.569	0.165	4.734
25	Kirkwall to Delivery Area or Dawn	2.803	0.101	2.904
26	Parkway (TCPL) to Delivery Area or Dawr	2.803	0.101	2.904
	Facility Carbon Charge (in addition to Transportation Fuel Charges	0.004		0.004
	Commodity Charges			
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		0.014
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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 16 of 17

ENBRIDGE GAS INC.
Union South
Summary of Changes to Storage and Transportation Rates

Line No.	Particulars (\$/GJ)	EB-2022-0219 Approved Oct. 1, 2022 Rate	_	Rate Change	EB-2022-0133 Proposed January 1, 2023 Rate	
	M17 Transportation Service cont'd (2)	(a)		(b)	(c)	
	Authorized Overrun					
	Transportation Commodity Charges					
1	Dawn to Delivery Area - Utility Supplied Fuel (Nov. 1 - Mar. 31	0.272		0.010	0.282	
2	Dawn to Delivery Area - Utility Supplied Fuel (Apr. 1 - Oct. 31	0.233		0.009	0.242	
3	Kirkwall to Delivery Area or Dawn - Utility Supplied Fuel (Nov. 1 - Mar. 31	0.161		0.006	0.167	
4	Kirkwall to Delivery Area or Dawn - Utility Supplied Fuel (Apr. 1 - Oct. 31	0.161		0.006	0.167	
5	Parkway (TCPL) to Delivery Area or Dawn - Utility Supplied Fuel (Nov. 1 - Mar. 31	0.161		0.006	0.167	
6	Parkway (TCPL) to Delivery Area or Dawn - Utility Supplied Fuel (Apr. 1 - Oct. 31	0.173		0.007	0.180	
7	Dawn to Delivery Area - Shipper Supplied Fuel (Nov. 1 - Mar. 31		(1)	0.006	0.156	(1)
8	Dawn to Delivery Area - Shipper Supplied Fuel (Apr. 1 - Oct. 31		(1)	0.006	0.156	(1)
9	Kirkwall to Delivery Area or Dawn - Shipper Supplied Fuel (Nov. 1 - Mar. 31		(1)	0.003	0.095	(1)
10	Kirkwall to Delivery Area or Dawn - Shipper Supplied Fuel (Apr. 1 - Oct. 31		(1)	0.003	0.095	(1)
11	Parkway (TCPL) to Delivery Area or Dawn - Shipper Supplied Fuel (Nov. 1 - Mar. 31		(1)	0.003	0.095	(1)
12	Parkway (TCPL) to Delivery Area or Dawn - Shipper Supplied Fuel (Apr. 1 - Oct. 31		(1)	0.003	0.095	(1)
13	Facility Carbon Charge (in addition to Transportation Fuel Charges	0.004			0.004	
	C1 - Cross Franchise Transportation Service <u>Transportation service</u> Monthly demand charges			(2.222)		
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 18	Parkway to Kirkwall Kirkwall to Dawn	0.871 1.536		0.017 0.031	0.888 1.567	
10	Dawn to Kirkwall	3.130		0.060	3.190	
20	Dawn to Parkway	3.689		0.000	3.760	
20	Kirkwall to Parkway	0.559		0.071	0.570	
22	Dawn to Dawn-Vector	0.031		0.001	0.032	
23	Dawn to Dawn-TCPL	0.146		0.006	0.052	
20		0.110		0.000	0.102	
	Commodity charges:					
24	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31	0.024			0.024	
25	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31	0.018		0.001	0.019	
26	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31	0.027		0.001	0.028	
27	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31	0.040		0.001	0.041	
28	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31	0.014			0.014	
29	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31	0.026		0.001	0.027	
30	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31	0.014			0.014	
31	Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31	0.014			0.014	
32	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31	0.067		0.003	0.070	
33	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31	0.028		0.001	0.029	
34	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31	0.092		0.003	0.095	
35	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31	0.051		0.002	0.053	
36	Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31	0.038		0.002	0.040	
37	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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Appendix A Page 17 of 17

ENBRIDGE GAS INC.
Union South
Summary of Changes to Storage and Transportation Rates

Line		EB-2022-0219 Approved Oct. 1, 2022	Rate	EB-2022-0133 Proposed January 1, 2023
No.	Particulars (\$/GJ)	Rate	Change	Rate
	C1 - Cross Franchise Transportation Service	(a)	(b)	(c)
	Transportation service cont'd			
1	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
2	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31	Note (1)		Note (1)
3	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
4	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31	Note (1)		Note (1)
5	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
6	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31	Note (1)		Note (1)
7	Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
8	Kirkwall to Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31	Note (1)		Note (1)
9	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
10 11	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31 Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31	Note (1) Note (1)		Note (1) Note (1)
12	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31	Note (1)		Note (1)
13	Kirkwall to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
14	Kirkwall to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31	Note (1)		Note (1)
15	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
16	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct . 31	Note (1)		Note (1)
17	Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31	Note (1)		Note (1)
18	Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct . 31	Note (1)		Note (1)
19	Dawn(Tecumseh), Dawn(Facilities or TCPL), Dawn (Vector) and Dawn (TSLE	Note (1)		Note (1)
20	Facility Carbon Charge (in addition to Commodity Charges	0.004		0.004
21	Interruptible and Short Term (1 year or less) Firm Transportation Maximum	75.00		75.00
21	Waxinum	75.00		75.00
	Authorized Overrun			
	Firm transportation commodity charges			
22	St. Clair / Bluewater & Dawn - Union supplied fuel (Nov. 1 - Mar. 31	0.103	(0.002)	0.101
23	St. Clair / Bluewater & Dawn - Union supplied fuel (Apr. 1 - Oct. 31	0.098	(0.003)	0.095
24	Ojibway & Dawn - Union supplied fuel (Nov. 1 - Mar. 31	0.106	(0.002)	0.104
25	Ojibway & Dawn - Union supplied fuel (Apr. 1 - Oct. 31	0.119	(0.001)	0.118
26	Parkway to Kirkwall / Dawn - Union supplied fuel (Nov. 1 - Mar. 31	0.190	0.005	0.195
27 28	Parkway to Kirkwall / Dawn - Union supplied fuel (Apr. 1 - Oct. 31 Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31	0.202 0.119	0.006 0.004	0.208 0.123
20	Kirkwall to Dawn - Union supplied fuel (Nov. 1 - Mar. 31 Kirkwall to Dawn - Union supplied fuel (Apr. 1 - Oct. 31	0.119	0.004	0.123
30	Dawn to Kirkwall - Union supplied fuel (Nov. 1 - Mar. 31	0.225	0.006	0.231
31	Dawn to Kirkwall - Union supplied fuel (Apr. 1 - Oct. 31	0.186	0.005	0.191
32	Dawn to Parkway - Union supplied fuel (Nov. 1 - Mar. 31	0.268	0.007	0.275
33	Dawn to Parkway - Union supplied fuel (Apr. 1 - Oct.31	0.227	0.007	0.234
34	Kirkwall to Parkway - Union supplied fuel (Nov. 1 - Mar. 31	0.112	0.003	0.115
35	Kirkwall to Parkway - Union supplied fuel (Apr. 1 - Oct.31	0.110	0.004	0.114
36	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31	0.079 (1)	(0.003)	0.076 (1)
37	St. Clair / Bluewater & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31	0.079 (1)		0.076 (1)
38	Ojibway & Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31	0.079 (1)		0.076 (1)
39	Ojibway & Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31	0.079 (1)		0.076 (1)
40 41	Parkway to Kirkwall / Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31 Parkway to Kirkwall / Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31	0.121 (1) 0.121 (1)		0.124 (1) 0.124 (1)
41	Kirkwall to Dawn - Shipper supplied fuel (Nov. 1 - Mar. 31	0.050 (1)		0.052 (1)
42	Kirkwall to Dawn - Shipper supplied fuel (Apr. 1 - Oct. 31	0.050 (1)		0.052 (1)
44	Dawn to Kirkwall - Shipper supplied fuel (Nov. 1 - Mar. 31	0.103 (1)		0.105 (1)
45	Dawn to Kirkwall - Shipper supplied fuel (Apr. 1 - Oct. 31	0.103 (1)		0.105 (1)
46	Dawn to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31	0.121 (1)		0.124 (1)
47	Dawn to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31	0.121 (1)		0.124 (1)
48	Kirkwall to Parkway - Shipper supplied fuel (Nov. 1 - Mar. 31	0.018 (1)		0.019 (1)
49	Kirkwall to Parkway - Shipper supplied fuel (Apr. 1 - Oct.31	0.018 (1)		0.019 (1)
50	Dawn to Dawn-Vector - Shipper supplied fuel (Nov. 1 - Mar. 31	0.001 (1)		0.001 (1)
51	Dawn to Dawn-Vector - Shipper supplied fuel (Apr. 1 - Oct . 31	0.001 (1)		0.001 (1)
52	Dawn to Dawn-TCPL - Shipper supplied fuel (Nov. 1 - Mar. 31	0.005 (1)		0.005 (1)
53	Dawn to Dawn-TCPL - Shipper supplied fuel (Apr. 1 - Oct . 31 Facility Carbon Charge (in addition to Commodity Charges	0.005 (1)		0.005 (1)
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 <u>North West</u>	Union <u>North East</u>
MONTHLY CHARGE	\$23.98	\$23.98
DELIVERY CHARGE	¢ per m ³	¢ per m ³
First 100 m ³ per month @	11.5338	11.5338
Next 200 m ³ per month @	11.2565	11.2565
Next 200 m ³ per month @	10.8168	10.8168
Next 500 m ³ per month @	10.4135	10.4135
Over 1,000 m ³ per month @	10.0799	10.0799
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)	-	-

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 21 of 271 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 m³ 23.0000 ¢ per m³ Temporary Connection Surcharge (TCS): 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

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#### 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 <u>North West</u>	Union <u>North East</u>
MONTHLY CHARGE	\$77.58	\$77.58
DELIVERY CHARGE	<u>¢ per m³</u>	<u>¢ per m³</u>
First 1,000 m ³ 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 m ³ 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 <b>Rate 10</b> Page 2 of 2
		ADDITIONAL CHARGES FOR SALES	SERVICE	
<u>SY</u>	STEM EXPANSION SURCHARGE ("SES'	) AND TEMPORARY CONNECTION SURCHA	ARGE ("TCS") (if applicable) (1)	
bel	ow in lieu of or in addition to paying a Cont	eives gas distribution services from the Compar ribution in Aid of Construction (CIAC), at the cu cordance with the Company's feasibility policy.	stomer's option. The Company may	
Atta		eives gas distribution services from the Compan at the customer's option. The Company may rec ance with the Company's feasibility policy.	· ·	
lf a	pplicable, the SES and TCS are applied to	all volumes consumed for the SES or TCS terr	m	
	System Expansion Surcharge (SES): Temporary Connection Surcharge (TCS)	:	23.0000 ¢ 23.0000 ¢	
	<u>Community Expansion Project Areas:</u> Prince Township North Bay - Northshore and Peninsula Re	pads	In-service Date 2018 2020	<u>SES Term</u> 22 years 40 years
<u>No</u>	tes: (1) Additional conditions and defined term approved by the OEB in its EB-2020-009	ns applicable to the SES and TCS are set out in 4 decision.	n the Company's Distribution New B	usiness Guidelines as
мс	ONTHLY BILL			
		thly charges plus the rates multiplied by the ap Supply Charge under Sales Service will not ap		s all applicable taxes. If
MI	NIMUM MONTHLY BILL			
The	e Minimum Monthly Bill shall be the Monthl	y Charge.		
DE	LAYED PAYMENT			
tota		5% per month or 18% per annum (for an approx bill if full payment is not received by the late p		
SE	RVICE AGREEMENT			
		whole or in part, for transportation by Union and nust enter into a Service Agreement with Union.		ion with maximum daily
				ion with maximum daily
TE.	RMS AND CONDITIONS OF SERVICE			ion with maximum daily
<b>TE</b> 1.	RMS AND CONDITIONS OF SERVICE Service shall be for a minimum term of or	ie year.		ion with maximum daily
	Service shall be for a minimum term of or If multiple end-users are receiving service Charges, plus any other charge that is sp location. Upon request, possibly for a fee However, Union will not combine the qua	e from a customer under this rate, for billing pur becific to the location of each end-user shall be , Union will combine the individual bills on a sin ntities or demands of several end-use locations g data of individual end-users to generate a sing	rposes, the Monthly, Delivery and Ca used to develop a monthly bill for ea ngle invoice or statement for adminis s so that eligibility to a different rate	arbon (if applicable) ich end-user at each trative convenience. class will result. Further,
1.	Service shall be for a minimum term of or If multiple end-users are receiving service Charges, plus any other charge that is sp location. Upon request, possibly for a fee However, Union will not combine the qua Union will not combine the monthly billing individual end-users involved at each loc	e from a customer under this rate, for billing pur becific to the location of each end-user shall be , Union will combine the individual bills on a sin ntities or demands of several end-use locations g data of individual end-users to generate a sing	rposes, the Monthly, Delivery and Ca used to develop a monthly bill for ea ngle invoice or statement for adminis s so that eligibility to a different rate gle bill which is less than the sum of	arbon (if applicable) ich end-user at each trative convenience. class will result. Further
1. 2. 3.	Service shall be for a minimum term of ou If multiple end-users are receiving servici Charges, plus any other charge that is sp location. Upon request, possibly for a fee However, Union will not combine the qua Union will not combine the monthly billing individual end-users involved at each loc Customers must enter into a Service Agr	e from a customer under this rate, for billing pur secific to the location of each end-user shall be , Union will combine the individual bills on a sin inities or demands of several end-use locations g data of individual end-users to generate a sing ation. eement with Union prior to the commencement class, the total quantities of gas consumed or ex-	rposes, the Monthly, Delivery and Ca used to develop a monthly bill for ea rgle invoice or statement for adminis s so that eligibility to a different rate gle bill which is less than the sum of t of service.	arbon (if applicable) ich end-user at each trative convenience. class will result. Further the monthly bills of the
<ol> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> </ol>	Service shall be for a minimum term of or If multiple end-users are receiving service Charges, plus any other charge that is sp location. Upon request, possibly for a fee However, Union will not combine the qua Union will not combine the monthly billing individual end-users involved at each loc Customers must enter into a Service Agr For the purposes of qualifying for a rate of property will be used, irrespective of the of The identified rates (excluding gas supply)	e from a customer under this rate, for billing pur secific to the location of each end-user shall be , Union will combine the individual bills on a sin inities or demands of several end-use locations g data of individual end-users to generate a sing ation. eement with Union prior to the commencement class, the total quantities of gas consumed or ex-	rposes, the Monthly, Delivery and Ca used to develop a monthly bill for ea igle invoice or statement for adminis s so that eligibility to a different rate gle bill which is less than the sum of t of service. xpected to be consumed on the cust	arbon (if applicable) ich end-user at each trative convenience. class will result. Further, the monthly bills of the omer's contiguous

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

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 m³ or more.

#### SERVICES AVAILABLE

The following services are available under this rate schedule:

#### (a) Sales Service

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

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Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, F	•
	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 m ³ )	
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:

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

#### ADDITIONAL CHARGES FOR SALES SERVICE

#### Gas Supply Charge

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

#### Commodity Transportation

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

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

#### HEAT CONTENT ADJUSTMENT

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

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

Effective 2023-01-01 **Rate 20** Page 3 of 4

#### COMMISSIONING AND DECOMMISSIONING RATE

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

	Union <u>North West</u>	Union North East
MONTHLY CHARGE	\$1,091.76	\$1,091.76
DELIVERY CHARGES	cents per m ³	cents per m ³
Commodity Charge for each unit of gas volumes delivered	3.1211	3.1211
<u>CARBON CHARGES</u> 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 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 Entitlemen	t: (\$/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 s	torage (\$/GJ)	\$0.880
The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the custome authorization has been received. Overrun will be authorized by Union at its sole discretion.	er's contractual rights, for	r which
<u>DIVERSION TRANSACTION CHARGE</u> Charge to a customer Receiving Delivery of diverted gas each time such customer requests a diversion and l service:	Union provides the	\$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, <u>no</u> additional charges for Transportation and Storage Services will apply.

#### MINIMUM BILL

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

#### DELAYED PAYMENT

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

#### SERVICE AGREEMENT

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

#### TERMS AND CONDITIONS OF SERVICE

- 1. Service shall be for a minimum term of one year.
- 2. If multiple end-users are receiving service from a customer under this rate, for billing purposes, the Monthly, 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 endusers involved at each location.
- 3. Customers must enter into a Service Agreement with Union prior to the commencement of service.
- 4. For the purposes of qualifying for a rate class, the total quantities of gas consumed or expected to be consumed on the customer's contiguous property will be used, irrespective of the number of meters installed.
- 5. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

Effective January 1, 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 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	<u>cents per m³</u>
A Delivery Price for all volumes delivered to the customer to be negotiated between Union and the customer and the average price during the period in which these rates remain in effect shall not exceed:	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

\$248.07

#### 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

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

#### Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 30 of 271

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, Unior 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

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

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 10³ m³ 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-yeal 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 o	f 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 m ³ 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
<u>CARBON CHARGES</u> Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Delivery Charges <u>)</u>	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 considere 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 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.

Effective 2023-01-01 **Rate 100** Page 3 of 4

#### COMMISSIONING AND DECOMMISSIONING RATE

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

argeu.	Union <u>North West</u>	Union <u>North East</u>
MONTHLY CHARGE	\$1,621.86	\$1,621.86
<u>DELIVERY CHARGES (cents per m³)</u> Commodity Charge for each unit of gas volumes delivered	1.2247	1.2247
<u>CARBON CHARGES</u> 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 SERVICE	ES – 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 Entitlen	nent: (\$/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	m storage (\$/GJ	\$0.880
The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the custo has been received. Overrun will be authorized by Union at its sole discretion.	omer's contractual rights, for w	hich authorizatior
DIVERSION TRANSACTION CHARGE		
Charge to a customer Receiving Delivery of diverted gas each time such customer requests a diversion and	nd 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

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

#### THE BILL

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

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

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> <u>Rate 01A (cents / m³)</u>	Union North West	Union North East
Storage Storage - Price Adjustment Commodity and Fuel (1) Commodity and Fuel - Price Adjustment (2) Transportation Transportation - Price Adjustment (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 / m ³ )		
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

#### 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.

D <u>GE GAS INC.</u> ON NORTH	
PPLY CHARGES	
Union North West	Union North East
20 3042	31.8959
	4.8866
	1.8385
0.6490	(0.0836)
	(
44.0366	45.0147
-	-
5.5424	4.3638
29.3042	31.8959
(0.3965)	4.8866
4.2342	6.5400
-	-
75.2744	114.0459
5.3500	8.1592
1.4848	1.4848
675.9484	675.9484
	0.392
	178.398
	29.3042 (0.3965) 2.6595 0.6490 - 44.0366 - 5.5424 29.3042 (0.3965) 4.2342 - 75.2744 5.3500

						Effective 2023-01-01 <b>Rate M1</b> Page 1 of 2
				ENBRIDGE GAS INC.		<b>U</b>
			SMALL VOI	UNION SOUTH LUME GENERAL SERVICE RATE		
			SWALL VOL	LUME OLIVEITAL ULIVIUL IVATL		
A)	Ava	ilability				
	Ava	ilable to customers in	Union's Southern Delivery Zone.			
B)	App	olicability				
	т	-	and where total accounting is acculate	lass than 50 000 m ³ non-vest		
		-	ners whose total consumption is equal to	o or less than 50,000 m° per year.		
C)	Rate	es				
			ding gas supply charges, if applicable) r ated which may be higher than the ident	represent maximum prices for service. These rat tified rates. (1)	es may change peri	odically. Multi-y
	a)	Monthly Charge			\$23.98	
	b)	Delivery Charge				
		First	100 m³		6.7946	¢ per m³
		Next	150 m ³		6.4822	¢ per m ³
		All Over	250 m ³		5.6757	¢ per m³
		Delivery - Price Adjus	stment (All Volumes)		-	¢ per m³
	c)	Carbon Charges				
		Federal Carbon Char Facility Carbon Char	ge (if applicable) ge (in addition to Delivery Charge)		9.7900 0.0141	¢ per m³ ¢ per m³
		Federal Carbon Char	ge - Price Adjustment (if applicable)		-	¢ per m³
	d)	Storage Charge (if ap	oplicable)		0.9025	¢ per m³
		Storage - Price Adjus	tment (All Volumes)		-	¢ per m³
		Applicable to all bund	lled customers (sales and bundled trans	sportation service).		
	e)	Gas Supply Charge (	if applicable)			
	,		ge is comprised of charges for transporta are provided in Schedule "A".	ation and for commodity and fuel.		
	f)	System Expansion S	urcharge ("SES") and Temporary Conne	ection Surcharge ("TCS") (if applicable) (2)		
	.,					
		below. The SES is ap	oplied to all volumes consumed by custo	oution services from the Company as part of a Co mers in the approved Community Expansion Pro cordance with the Company's feasibility policy.		
		Attachment Project in	lieu of paying a Contribution in Aid of C	bution services from the Company as part of a Sr Construction (CIAC). The TCS is applied to all vol for a term of up to 40 years, to be determined in a	lumes consumed, if	applicable. The
			on Surcharge (SES): nection Surcharge (TCS):		23.0000 23.0000	¢ per m³ ¢ per m³
		Community Expa	ansion Project	In-service Date	<u>SE</u>	<u>S Term</u>
		Kettle and Stony	Point First Nation and Lambton Shores	2017	12	years
		Milverton, Rosto	•	2017		years
			n of Moraviantown First Nation e Thames First Nation	2018 2019		years years
			ation	2020		years

approved by the OEB in its EB-2020-0094 decision.

(D)       Supplemental Service to Commercial and Industrial Customers Under Group Meters <ul> <li>Combination of readings from several meters may be authorized by the Company and the Company will not reasonably withhold authorization in case             meters are tocated on configuous pieces of property of the same owner not divide by a policinght of-way.</li> </ul> Polayed Payment <ul> <li>The monthly lake payment directive data without payment is not received by the late payment effective date, which is 20 days after the bill has been of all unpaid charge 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 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 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 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 on thouse of the added by the late payment effective date, which is 20 days after the bill has been on the values as subjective by Union, and must acquire and maintain firm transportation an ulgateem pipeline systems. Customers instanding direct purchase acquire and maintain firm transportation are ulgateem pipeline systems.</li> </ul> (C)         Overrun Charge         0.0141         \$per m ² (C)         Overrun Deliver Charge         7.6971         \$per m ² (C)         Company Policy Relating to Terms of Service         0.0141         \$per m ² </th <th>01 f 2</th>	01 f 2
meters are located on configuous pieces of property of the same owner not divided by a public right-of-way.         (G) Delayed Payment         The monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective date, which is 20 days after the bill the ball of full payment is not received by the late payment effective date, which is 20 days after the bill the ball the ball of ball payment is not received by the late payment effective date, which is 20 days after the bill the ball of ball payment is not received by the late payment effective date, which is 20 days after the bill the ball of ball payment is not received by the late payment effective date, which is 20 days after the bill the ball of ball payment is not received by the late payment effective date, which is 20 days after the bill the ball of ball payment is not received by the late payment effective date, which is 20 days after the bill the ball of ball payment is not received by the late payment effective dates which expendence the ball of ball payment is not received by Union, and must acquire and minish firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrange who prevoulds prevent dates acustomer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the cut union with a direct purchase pay for the identified datewy charge plus facility carbon charge and if applicable, the identified federal carbon charge in addition to Overrun Delivery Charge the total gas supply charge for utility sales provided in Schedule 'A' per m', plus 7 ¢ per m'         Overrun Delivery Charge       7.6971       ¢ per m'         Payment Charge (in addition to Overrun Delivery Charge)       0.0141       ¢ per m'         Overrun Delivery Charge <td< td=""><td></td></td<>	
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 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 beer 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 beer 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 beer of a support of the unpaid charge arrange who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation or unpatter mipplien systems. (c) 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 out Union will do so. The customer may pay for the identified delivery charge plus faaility carbon charge and if applicable, the identified federal carbon Charge is used to the total gas supply charge for utility sales provided in Schedule "A" per m ² , per m ² .  Overrun Delivery Charge (if applicable) 7, 5971 g per m ² Facility Carbon Charge (if applicable) 9, 900 g per m ² Facility Carbon Charge (if applicable) 9, 9700 g per m ² Facility Carbon Charge (if applicable) 9, 9700 g per m ² Facility Carbon Charge (if applicable) 9, 9700 g per m ² Facility Carbon Charge (if applicable) 9, 9700 g per m ² Facility Carbon Charge (if applicable) 10, 114 g per m ² Facility Carbon Charge (if applicable) 10, 114 g per m ² Facility Carbon Charge (if applicable) 10, 114 g per m ² Facility Carbon Charge (if applicable) 10, 114 g per m ² Facility Carbon Charge (if applicable) 10, 114 g per m ² Facility Carbon Charge (if applicable) 10, 114 g per m ² Facility Carbon Charge (if applicable) 10, 114 g per m ² Facility Carbon Charge (if ap	n cases whe
of all unpaid charges will be added to the bill if ull payment is not received by the late payment effective date, which is 20 days after the bill has beer         (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 specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrange who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation or 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 cut Union will do so. The customer may pay for the identified delivery charge puts facility carbon charge and if applicable, the identified deliveral carbon of the totag as supply drangs for utility sales provided in Schedule "A" per m ³ , plus 7¢ per m ³ .         Overrun Delivery Charge       7.6971       ¢ per m ³ Federal Carbon Charge (if applicable)       9.7900       ¢ per m ³ Facility Carbon Charge (if applicable)       9.7900       ¢ per m ³ Facility Carbon Charge (if applicable)       9.7900       ¢ per m ³ Facility Carbon Charge (if applicable)       9.7900       ¢ per m ³ CO       Company Policy Relating to Terms of Service       0.0141       ¢ per m ³ In the autua	
Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must obligate to deliver at a specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems. Customers initiating direct purchase arrang who previously received Cas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation or 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 or the total gas supply charge for utility sales provided in Schedule "A" per m".         Overrun Delivery Charge (fapilicable)       9.76971       ¢ per m ² Federal Cathon Charge (if applicable)       9.7900       ¢ per m ² Federal Cathon Charge (if applicable)       9.7900       ¢ per m ² Federal Cathon Charge (if applicable)       9.7900       ¢ per m ² Federal Cathon Charge (if applicable)       9.7900       ¢ per m ² Federal Cathon Charge (if applicable)       9.7900       ¢ per m ² Federal Cathon Charge (if applicable)       9.7900       ¢ per m ² Federal Cathon Charge (if applicable)       9.7900       ¢ per m ² Cottomers who temporarily discontence under this rate schedule, the customer must enter into a Bundled T Gas Contract with Union for deliver of gas to Union. Bundled T Gas Contract Rates and Gas Purchase are described in rate schedule R1.	
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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 cu Union will do so. The customer may pay for the identified delivery charge plus facility carbon charge and if applicable, the identified federal carbon of the total gas supply charge for utility sales provided in Schedule "A" per m", plus 7¢ per m". Overrun Delivery Charge Federal Carbon Charge (if applicable) Federal Carbon Charge (if applicable) Federal Carbon Charge (if applicable) S.76971 ¢ per m" Federal Carbon Charge (if applicable) S.7000 ¢ per m" (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 delive 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 mont which the gas is temporarily discontinue service during any twelve consecutive months without payment of the monthly fixed charge for the mont which the gas is delivered at an absolute pressure in excess of 101.325 kilopascals, then for purposes of measurement, hereunder, such volume of be corrected to an absolute pressure of 101.325 kilopascals. Atmospheric Pressure Zone KPB 1 100.148 7 97.582 2 99.494 8 97.065 3 98.185 11 99.221 6 97.754 12 98.883 Effective January 1, 2023 Implemented January 1, 2023	rangements
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Federal Carbon Charge (if applicable)       9.7900       é per m³         Facility Carbon Charge (in addition to Overrun Delivery Charge)       0.0141       é 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 delive 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 mon which the gas is temporarily discontinue service during any twelve consecutive months without payment of the monthly fixed charge for the mon which the gas is temporarily discontinue service during any twelve consecutive months without payment of the monthly fixed charge for the monthly fixed sharper of 101.325 kilopascals. Atmospheric pressure is assumed to be the levels shown below in kilopascals (ab regardless of the actual atmospheric pressure of 101.325 kilopascals. Atmospheric resure         Zone       KPa         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 <td></td>	
Where a customer elects transportation service under this rate schedule, the customer must enter into a Bundled T Gas Contract with Union for delive 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 mon 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 be corrected to an absolute pressure of 101.325 kilopascals. Atmospheric pressure is assumed to be the levels shown below in kilopascals (ab regardless of the actual atmospheric pressure at which the gas is measured and delivered.         Assumed       Assumed         Atmospheric       Pressure         Pressure       Pressure         Zone       KPa         1       100.148       7       97.582         2       99.494       8       97.065         3       98.874       9       96.721         4       98.185       11       99.321         6       97.754       12       98.883	m³
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 mon 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 be corrected to an absolute pressure in excess of 101.325 kilopascals. Atmospheric pressure is assumed to be the levels shown below in kilopascals (ab regardless of the actual atmospheric pressure at which the gas is measured and delivered. Assumed Atmospheric Pressure Zone KPa 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	
<ul> <li>a. Customers who temporarily discontinue service during any twelve consecutive months without payment of the monthly fixed charge for the mon which the gas is temporarily disconnected shall pay for disconnection and reconnection.</li> <li>b. When gas is delivered at an absolute pressure in excess of 101.325 kilopascals, then for purposes of measurement, hereunder, such volume of be corrected to an absolute pressure of 101.325 kilopascals. Atmospheric pressure is assumed to be the levels shown below in kilopascals (ab regardless of the actual atmospheric pressure at which the gas is measured and delivered.</li> <li>Assumed Atmospheric Pressure Pressure Pressure Zone KPa</li> <li>1 100.148 7 97.582</li> <li>2 99.494 8 97.065</li> <li>3 98.874 9 96.721</li> <li>4 98.564 10 100.561</li> <li>5 98.185 11 99.321</li> <li>6 97.754 12 98.883</li> </ul>	delivery
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 be corrected to an absolute pressure of 101.325 kilopascals. Atmospheric pressure is assumed to be the levels shown below in kilopascals (ab regardless of the actual atmospheric pressure at which the gas is measured and delivered. Assumed Atmospheric Pressure The Assumed Atmospheric Pressure Pressure Pressure Pressure Zone <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	
be corrected to an absolute pressure of 101.325 kilopascals. Atmospheric pressure is assumed to be the levels shown below in kilopascals (ab regardless of the actual atmospheric pressure at which the gas is measured and delivered. Assumed Atmospheric Pressure Pressure Zone <u>kPa</u> Zone <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	months in
Atmospheric Pressure     Atmospheric Pressure       Zone     KPa       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	-
Atmospheric     Atmospheric       Pressure     Pressure       Zone     kPa       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	
Zone         KPa         Zone         KPa           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	
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	
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	
3     98.874     9     96.721       4     98.564     10     100.561       5     98.185     11     99.321       6     97.754     12     98.883	
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	
5 98.185 11 99.321 6 97.754 12 98.883 Effective January 1, 2023 Implemented January 1, 2023	
6 97.754 12 98.883 Effective January 1, 2023 Implemented January 1, 2023	
Implemented January 1, 2023	
Implemented January 1, 2023	
Supersedes October 1, 2022 Rate Schedule effective EB-2022-0219.	

					2	Effective 2023-01-01 <b>Rate M2</b> Page 1 of 2
			U	RIDGE GAS INC. NION SOUTH : GENERAL SERVICE RATE		-9
)	Ava	ilability				
	Avai	ilable to customers in l	Jnion's Southern Delivery Zone.			
3)	Арр	blicability				
	То с	general service custom	ers whose total consumption is greater than	50,000 m ³ per year.		
;)	Rate	es				
			ding gas supply charges, if applicable) repre egotiated which may be higher than the iden		e rates may change pe	riodically. Multi
	a)	Monthly Charge			\$7	7.58
	b)	Delivery Charge				
		First	1 000 m³		6.4851	¢ per m³
		Next Next	6 000 m ³ 13 000 m ³		6.3762 6.0043	¢ per m³ ¢ per m³
		All Over	20 000 m ³		5.6164	¢ per m ³
		Delivery – Price Adjus	stment (All Volumes)		-	¢ per m³
	c)	Carbon Charges				
		Federal Carbon Charg Facility Carbon Charg	ge (if applicable) le (in addition to Delivery Charge)		9.7900 0.0141	¢ per m³ ¢ per m³
		Federal Carbon Char	ge - Price Adjustment (if applicable)		-	¢ per m³
	d)	Storage Charge (if ap	plicable)		0.8511	¢ per m³
		Storage - Price Adjus	tment (All Volumes)		-	¢ per m³
		Applicable to all bund	led customers (sales and bundled transporta	ation service).		
	e)	Gas Supply Charge (i	f applicable)			
		• • • •	e is comprised of charges for transportation are provided in Schedule "A".	and for commodity and fuel.		
	f)	System Expansion Su	urcharge ("SES") and Temporary Connection	n Surcharge ("TCS") (if applicable) (2)		
		below in lieu of or in a	e to a customer who receives gas distribution ddition to paying a Contribution in Aid of Co years, to be determined in accordance with	nstruction (CIAC), at the customer's opti-		-
		Attachment Project in	e to a customer who receives gas distribution lieu of paying a CIAC, at the customer's opt s, to be determined in accordance with the C	tion. The Company may require payment		
		If applicable, the SES	and TCS are applied to all volumes consum	ed for the SES or TCS term.		
			on Surcharge (SES): ection Surcharge (TCS):		23.0000 23.0000	¢ per m³ ¢ per m³
			nsion Project Areas:	In-service Date		Term
		Kettle and Stony Milverton, Rostor	Point First Nation and Lambton Shores	2017 2017		years years
		,	of Moraviantown First Nation	2017		years
			e Thames First Nation	2019		years
		Saugeen First Na	auon	2020	40	years

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

(D)	Supplemental Service to Commercial a	nd Industrial Customer	rs Under Group Mete	rs	:	Effective 2023-01-01 <b>Rate M2</b> Page 2 of 2
	Combination of readings from several met where meters are located on contiguous p				ably withhold aut	horization in cases
(E)	Delayed Payment					
	The monthly late payment charge equal to total of all unpaid charges will be added to issued.					
(F)	Direct Purchase					
	Unless otherwise authorized by Union, cu: point(s) specified by Union, and must acqu arrangements, who previously received G transportation capacity on upstream pipeli	uire and maintain firm tra as Supply service, must	ansportation on all ups	tream pipeline systems. C	ustomers initiating	g direct purchase
(G)	Overrun Charge					
	In the event that a direct purchase custom customer, Union will do so. The customer carbon charge and the total gas supply ch	may pay for the identifie	ed delivery charge plus	facility carbon charge and		
	Overrun Delivery Charge Federal Carbon Charge (if applic Facility Carbon Charge (in additi		Charge)		7.3362 9.7900 0.0141	¢ per m³ ¢ per m³ ¢ per m³
(H)	Bundled Direct Purchase Delivery					
	Where a customer elects transportati delivery of gas to Union. Bundled T (					ct with Union for
(I)	Company Policy Relating to Terms of S	ervice				
	a. Customers who temporarily discontin which the gas is temporarily disconne				monthly fixed cha	arge for the months in
	<ul> <li>When gas is delivered at an absolute shall be corrected to an absolute pres (absolute) regardless of the actual at</li> </ul>	sure of 101.325 kilopas	cals. Atmospheric pre	ssure is assumed to be the		-
		Assumed		Assumed		
		Atmospheric Pressure		Atmospheric Pressure		
	Zone	<u>kPa</u>	Zone	<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 6	98.185 97.754	11 12	99.321 98.883		
		January 1, 2023 January 1, 2023 O.E.B. Order # EB-202	2.0133			
		Supersedes October 1,	2-0133			

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)

(i)	A Monthly Demand Charge			
	First	8 450 m ³ of daily contracted demand	69.7386	¢ per m³
	Next	19 700 m ³ of daily contracted demand	33.2119	¢ per m³
	All Over	28 150 m ³ of daily contracted demand	28.4656	¢ per m³
(ii)	A Monthly Delivery Commodity Charge			
	First 422 250 m ³ delivered per month		2.2885	¢ per m³
	Next volume equal to 15 days use of daily		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 Deli	very 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

2	irm Minimum Appual Charge		Effective 2023-01-01 <b>Rate M4</b> Page 2 of 3
3.	irm Minimum Annual Charge		
	n each contract year, the customer shall purchase from Union or pay for a minimum volume of gas or trans se of firm contracted demand. Overrun gas volumes will not contribute to the minimum volume. In the eve ninimum volume the customer shall pay an amount equal to the deficiency from the minimum volume times elivery charge and, if applicable a gas supply commodity charge provided in Schedule "A".	ent that the custome	er shall not take such
	Firm Minimum Annual Delivery Charge	2.4970	¢ per m³
	n the event that the contract period exceeds one year the annual minimum volume will be prorated for any	part year.	
4.	terruptible Service		
	Inion may agree, in its sole discretion, to combine a firm service with an interruptible service provided that elivered and agreed upon by Union and the customer shall be no less than 350,000 m ³ per year.	the amount of inter	ruptible volume to be
	he price of all gas delivered by Union pursuant to any contract, contract amendment, or contract renewal s Illowing schedules:	shall be determined	on the basis of the
a)	(i) Monthly Delivery Commodity Charge		
	Daily Contracted Demand Level (CD)		
	$2 400 \text{ m}^3 \le \text{CD} \le 17\ 000 \text{ m}^3$	3.8214	¢ per m³
	$17\ 000\ m^3 \le CD < 30\ 000\ m^3$	3.6915	¢ per m³
	$30\ 000\ m^3 \le CD < 50\ 000\ m^3$	3.6232	¢ per m³
	$50\ 000\ m^3 \le CD \le \ 60\ 000\ m^3$	3.5753	¢ per m³
	Delivery - Price Adjustment (All Volumes)	-	¢ per m³
	i) Carbon Charges		
	Federal Carbon Charge (if applicable)	9.7900	¢ per m ³
	Facility Carbon Charge (in addition to Delivery Charge)	0.0141	¢ per m ³
	ii) Days Use of Interruptible Contract Demand		
	The price determined under Paragraph 4(a) of "Rates" will be reduced by the amount based on the nur as scheduled below:	mber of Days Use o	of Contracted Demar
	For 75 days use of contracted demand	0.0530	¢ per m³
	For each additional days use of contracted demand up	0 00010	d
	to a maximum of 275 days, an additional discount of	0.00212	¢ per m³
	v) 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".		

			202 <b>Ra</b>	ective 23-01-01 t <b>e M4</b> ge 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 volume of gas or transportation services as specified in the contract between the parties and which will not be less than Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum pay an amount equal to the deficiency from the minimum volume times the identified interruptible minimum annual deliv a gas supply charge provided in Schedule "A".	350 000 r n volume,	n ³ per annum. the customer shall
		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 authorization. Overrun means gas taken on any day in excess of 105% of contracted daily demand.	withhold	
		Unauthorized overrun gas taken in any month shall be paid for at the identified unauthorized overrun delivery charge plu charge and if applicable, the identified federal carbon charge and the total gas supply charge for utility sales provided in all gas supply volumes purchased.		
		Unauthorized Overrun Delivery Charge	7.6971	¢ per m³
		Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Overrun Delivery Charge)	9.7900 0.0141	¢ per m³ ¢ per m³
			0.0141	¢ þei m
		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 t (\$60 per GJ) for the delivery.	he rate of	234.7200 ¢ per m³
(D)	Del	ayed Payment		
	tota	e monthly late payment charge equal to 1.5% per month or 18% per annum (for an approximate effective rate of 19.56% p I of all unpaid charges will be added to the bill if full payment is not received by the late payment effective date, which is 2 ied.		
(E)	Dir	ect Purchase		
	poi dire	ess otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements mus nt(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline systems for all volum ect purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized l on of transportation capacity on upstream pipeline systems.	es. Custo	mers initiating
(F)	Bu	ndled Direct Purchase Delivery		
		ere a customer elects transportation service under this rate schedule the customer must enter into a Bundled T Gas Cont to Union.	ract with l	Jnion for delivery of
	Bur	ndled 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 M5A Page 1 of 2

## 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 Level (CD) $2 400 \text{ m}^3 \le \text{CD} < 17\ 000 \text{ m}^3$ $17\ 000\ \text{m}^3 \le \text{CD} < 30\ 000\ \text{m}^3$ $30\ 000\ \text{m}^3 \le \text{CD} < 50\ 000\ \text{m}^3$ $50\ 000\ \text{m}^3 \le \text{CD} \le 60\ 000\ \text{m}^3$ Delivery - Price Adjustment (All Volumes)	3.8214 3.6915 3.6232 3.5753	¢ per m ³ ¢ per m ³ ¢ per m ³ ¢ per m ³
(")		-	¢ per m
(ii)	Carbon Charges		
	Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Delivery Charge)	9.7900 0.0141	¢ per m³ ¢ 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 U scheduled below:	se of Contra	acted Demand as
	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 minimum volume of gas or transportation services as specified in the contract between the parties and which will not be annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take succustomer shall pay an amount equal to the deficiency from the minimum volume times the identified interruptible minimar and if applicable, a gas supply charge provided in Schedule "A".	e less than ch minimum	350 000 m ³ per volume, the
	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

Effective 2023-01-01 Rate M5A Page 2 of 2 3. Overrun gas is available without penalty provided that it is authorized by Union in advance. Union will not unreasonably withhold authorization. Overrun means gas taken on any day in excess of 105% of contracted daily demand. Unauthorized overrun gas taken in any month shall be paid for at the identified unauthorized overrun delivery charge 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 ne	egotiated Monthly Demand Charge for each m ³ of daily contracted firm demand up to	33.8388	¢ per m³
(ii	) A M	onthly Delivery Commodity Charge		
	(1)	A Monthly Firm Delivery Commodity Charge for all firm volumes of and a Delivery - Price Adjustment of	0.7187 -	¢ per m³ ¢ per m³
	(2)	A Monthly Interruptible Delivery Commodity Charge for all interruptible volumes to be negotiated between Union and the customer not to exceed an annual average of and a Delivery - Price Adjustment of	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	7.1237 -	¢ per m³ ¢ per m³
(ii)	Carl	bon Charges		
		eral Carbon Charge (if applicable) ility Carbon Charge (in addition to Delivery Charge)	9.7900 0.0141	¢ per m³ ¢ 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

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

#### Unauthorized Overrun Non-Compliance Rate:

Unauthorized overrun gas taken any month during a period when a notice of interruption is in effect shall be paid for at the rate of 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 m ³

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

#### (D) Delayed Payment

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

#### (E) Direct Purchase

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

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

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

Effective January 1, 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
<ul> <li>(iii) <u>Carbon Charges</u></li> <li>Federal Carbon Charge (if applicable)</li> <li>Facility Carbon Charge (in addition to Delivery Commodity Charge)</li> </ul>	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.

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

#### (F) Overrun Charge

#### Authorized:

For all quantities on any day in excess of 103% of the customer's contractual rights, for which authorization has been received, the customer will be charged at the identified authorized overrun delivery charge 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 m ³
Federal Carbon Charge (if applicable)	9.7900 ¢ per m³
Facility Carbon Charge (in addition to Overrun Delivery Charge)	0.0141 ¢ per m ³

#### (G) Bundled Direct Purchase Delivery

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

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

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, Append	ix B, Page 51 of 271
		Effective 2023-01-01 <b>Rate M10</b>
	ENBRIDGE GAS INC.	Page 1 of 1
	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	a anlu ta ita aun austamara
		Tonly to its own customers.
(C)	) Rates	
	The identified rates (excluding gas supply, if applicable) represent maximum prices for service. These rat year prices may also be negotiated which may be higher than the identified rates.	es may change periodically. Multi-
	1. A Delivery Commodity Charge of	8.9527 ¢ per m ³
	2. <u>Carbon Charges</u>	
	Federal Carbon Charge (if applicable)	9.7900 ¢ per m ³
	Facility Carbon Charge (in addition to Delivery Commodity Charge) of	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 by the total of all unpaid charges will be added to the bill if full payment is not received by the late payment bill has been issued.	
(E)	) Direct Purchase	
	Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase a point(s) specified by Union, and must acquire and maintain firm transportation on all upstream pipeline syspurchase arrangements must also accept, unless otherwise authorized by Union, an assignment from Uni pipeline systems.	stems. Customers initiating direct
(F)	Overrun Charge	
	In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union ha customer, Union will do so. This gas shall be paid for at the identified unauthorized overrun delivery charg applicable, the total gas supply charge for utility sales provided in Schedule "A" per m³, plus 7¢ per m³ for	ge plus the facility carbon charge and if
	Unauthorized Overrun Delivery Charge Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Overrun Delivery Charge)	7.6971 ¢ per m³ 9.7900 ¢ per m³ 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 E delivery of gas to Union.	Bundled T Gas Contract with Union for
	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	
	Supersedes October 1, 2022 Rate Schedule effective EB-2022-021	9.

# UNION SOUTH BUNDLED DIRECT PURCHASE CONTRACT RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

(C) Rates

		Demand Charge <u>Rate/GJ/month</u>	Commodity Charges/Credits <u>Rate/GJ</u>
a)	Transportation by Union For gas delivered to Union at any point other than the Ontario Point(s) of Receipt, Union will charge a customer all approved tolls and charges, incurred by Union to transport the gas to the Ontario		
b)	Firm Backstop Gas Applied to the contracted Firm Backstop Gas Supply Service	\$3.006	
	Backstop Gas Commodity Charge On all quantities supplied by Union to the Ontario Point(s) of Receipt		\$8.957
c)	Reasonable Efforts Backstop Gas Paid on all quantities of gas supplied by Union to the customer's Point(s) of Consumption		\$10.315
d)	Banked Gas Purchase		
	T-service		Note (1)
e)	Failure to Deliver Applied to all quantities not delivered to Union in the event the customer's supply fails		\$3.293
f)	Short Term Storage / Balancing Service (2)		
	Maximum		\$6.000
g)	Discretionary Gas Supply Service ("DGSS")		Note (3)
h)	Parkway Delivery Commitment Incentive ("PDCI")		\$(0.199)

# Filed: 2022-10-07, FB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 53 of 271

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

#### 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:

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

# Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 55 of 271

### Effective 2023-01-01 **Rate T1** Page 2 of 6

		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>
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		

### 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.

Effective 2023-01-01 **Rate T1** Page 3 of 6

For Customers Providing

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:

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

Union Providing

#### Notes:

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

In negotiating the rate to be charged for the transportation of gas under Interruptible Transportation, the matters that are to be considered include
 a) The amount of the interruptible transportation for which customer is willing to contract

b) The anticipated load factor for the interruptible transportation quantities

c) Interruptible or curtailment provisions, and

d) Competition.

3. In each contract year, the customer shall pay for a Minimum Interruptible Transportation Activity level as specified in the Contract. Overrun activity will not contribute to the minimum activity level.

- 4. Transportation fuel ratios do not apply to customers served from dedicated facilities directly connected to third party transmission systems with custody transfer metering at the interconnect.
- 5. Either Union or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates and other charges different from the rates and other charges specified herein if the changed rates and other charges are considered by either party to be necessary, desirable and in the public interest.

Effective 2023-01-01 **Rate T1** Page 4 of 6

# SUPPLEMENTAL CHARGES:

Rates for supplemental services are provided in Schedule "A"

Notes:

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

### **OVERRUN SERVICE:**

### 1. Annual Storage Space

### Authorized

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

### Unauthorized

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

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

### 2. Injection, Withdrawals and Transportation

### Authorized

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

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

	Firm or Interruptible Service		
	Union Providing Compressor Fuel	For Customers Providing Their Own Compressor Fuel	
-	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
<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

	Effective 2023-01-01 <b>Rate T1</b> Page 5 of 6	
Unauthorized		
For all quantities on any Day in excess of 10 charged the identified unauthorized overrun	13% of the customer's contractual rights, for which authorization has not been received, the cu charge, as appropriate.	ustomer will be
Unauthorized Overrun Storage Inje	ections and Withdrawals Charge \$1.9	68 per GJ
Unauthorized Overrun Transportat	ion Charge 7.69	71 ¢perm
Carbon Charges Federal Carbon Charge (if applica Facility Carbon Charge (in additior	ble) 9.790 to Overrun Transportation Charge 0.014	/ 1
Unauthorized Overrun Non-Compliance Rat	<u>e</u> :	
Unauthorized overrun gas taken any month (\$60 per GJ) for the delivery.	during a period when a notice of interruption is in effect shall be paid for at the rate of 234.720	00 ¢ per m³
. Storage / Balancing Service		
Authorized		
The following Overrun rates are applied to a discretion.	ny quantities stored in excess of the Contract parameters. Overrun will be authorized by Unio	on Gas at its so
	Firm Se	
Space	<u>Rate/C</u> \$6.00	
Injection / Withdrawal Maximum	\$6.00	00
THER SERVICES & CHARGES:		
1. Monthly Charge		
In addition to the rates and charges describe	ed previously for each Point of Consumption, a Monthly Charge shall be applied as follows	
Monthly Charge	\$2,156	5.61
2. Diversion of Gas		
The availability of the right to divert gas will to divert shall be determined through negotian	be based on Union's ability to accommodate the diversion. The price to be charged for the rigation.	ght
3. Delivery Obligations		
-	her customers who are delivering gas to Union under direct purchase arrangements must oble and maintain firm transportation on all upstream pipeline systems. Customers initiating direct	•

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; anc v. The availability of supplemental transactional services including title transfers 5. Parkway Delivery Commitment Incentive ("PDCI") For all Parkway Delivery Obligation ("PDO") volumes delivered to Union Rate/GJ PDCI \$(0.199) (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 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:

	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		
<ul> <li>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)</li> </ul>	\$2.115 \$1.473		
<ul> <li>c) Incremental Firm Injection Right:</li> <li>Applied to the contracted Maximum</li> <li>Incremental Firm Injection Right</li> </ul>	\$1.473		
<ul> <li>Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right</li> </ul>	\$1.473		

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 61 of 271 Effective 2023-01-01 Rate T2 Page 2 of 7

	Demand	Commodity		omers Providing <u>Compressor Fuel</u> Commodity
	Charge	Charge	Fuel	Charge
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum	<u>Rate/GJ/mo</u>	<u>Rate/GJ</u>	<u>Ratio</u>	<u>Rate/GJ</u>
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		\$0.040	0.4459/	¢0.040
Storage Injection Quantity		\$0.049	0.445%	\$0.012
g) Short Term Storage / Balancing Service Maximum		\$6.000		
<ul> <li>h) Daily Variance Account Interruptible Injections/Withdrawals</li> <li>Paid on all quantities withdrawn from and injected into the Daily Variance Account up to the Maximum Injection/Withdrawal Quantity</li> </ul>		\$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

Effective 2023-01-01 **Rate T2** Page 3 of 7

# 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 Charge	Commodity Charge	Fuel Patio (5)	Commodity Charge
	Charge	Charge	Ratio (5)	Charge
	Rate/m ³ /mo	Rate/m ³		Rate/m ³
<ul> <li>Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand</li> </ul>				
First 140,870 m ³ per month	33.1606 ¢			
All over 140,870 m ³ per month	18.4774 ¢			
<ul> <li>b) Firm Transportation Commodity</li> <li>Paid on all firm quantities redelivered to the customer's Point(s) of Consumption</li> <li>Commodity Charge (All volumes)</li> </ul>		0.1431 ¢	0.309%	0.0420 ¢
<ul> <li>c) Interruptible Transportation Commodity Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption Maximum</li> </ul>		7.3678 ¢	0.309%	7.2667 ¢
d) Carbon Charges Federal Carbon Charge (if applicable) Facility Carbon Charge (in addition to Transportation Comn	nodity Charge(s))	9.7900 ¢ 0.0141 ¢		9.7900 ¢ 0.0141 ¢

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 63 of 271
Effective

Effective 2023-01-01 **Rate T2** Page 4 of 7

### Notes:

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

# SUPPLEMENTAL CHARGES:

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

### Notes:

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

# OVERRUN SERVICE:

1. Annual Storage Space

### Authorized

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

#### Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 64 of 271 Effective 2023-01-01 Rate T2 Unauthorized Page 5 of 7

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

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

# 2. Injection, Withdrawals and Transportation

# **Authorized**

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

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

	Union Providing Compressor Fuel	For Customers Providing Their Own Compressor Fuel	
-	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
Carbon Charges		
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  $\phi$  per m³ (\$60 per GJ) for the delivery.

— Fi	led: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Pag	e 65 of 271
	orage / Balancing Service	Effective 2023-01-01 <b>Rate T2</b> Page 6 of 7
<u>A</u>	uthorized	
	he following Overrun rates are applied to any quantities stored in excess of the Contract parameters. Overrun will ole discretion.	be authorized by Union Gas at its
0		Firm Service
	Space	<u>Rate/GJ</u> \$6.000
	Injection / Withdrawal Maximum	\$6.000
OTHE	R SERVICES & CHARGES:	
	1. Monthly Charge	
	In addition to the rates and charges described previously for each Point of Consumption, a Monthly Charge sha	Il 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 priv divert shall be determined through negotiation.	ce to be charged for the right to
:	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 purcha deliver at a point(s) specified by Union and must acquire and maintain firm transportation on all upstream pipeli direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwis	ne systems. Customers initiating

4. Nominations

assignment from Union of transportation capacity on upstream pipeline systems.

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.

File	Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 66 of 271				
		Effective 2023-01-01 <b>Rate T2</b> Page 7 of 7			
5.	Additional Service Information				
	Additional information on Union's T2 service offering can be found at: <u>www.uniongas.com/business/account-services/unionline/contracts-rates/T1-service-features</u> 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;				
	<ul><li>iii. The nomination schedule;</li><li>iv. The management of multiple redelivery points by a common fuel manager; and</li><li>v. The availability of supplemental transactional services including title transfers.</li></ul>				
6.	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

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:

				omers Providing
	Demand	Commodity	<u>Their Own</u>	Compressor Fuel Commodity
	Charge	Charge	Fuel	Charge
	Rate/GJ/mo	Rate/GJ	<u>Ratio</u>	Rate/GJ
<ul> <li>a) Annual Firm Storage Space</li> <li>Applied to contracted Maximum</li> <li>Annual Storage Space</li> </ul>	\$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			
a) la seconda la Firma la instituta Disebita				
<ul> <li>c) Incremental Firm Injection Right: Applied to the contracted Maximum</li> </ul>				
Incremental Firm Injection Right	\$1.473			
<ul> <li>Annual Interruptible Withdrawal Right: Applied to the contracted Maximum</li> </ul>				
Annual Interruptible Withdrawal Right	\$1.473			
e) Withdrawal Commodity		\$0.049	0.445%	\$0.012
Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		<b>Φ</b> 0.049	0.445%	<b>Φ</b> 0.012
f) Injection Commodity		<b>*</b> 0.040	0.4450/	<b>*</b> 0.040
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		\$6.000		
Maximum				

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.
- 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, Schedule 1, Appendix B, Page 69 of 271 Effective 2023-01-01 Rate T3 Page 3 of 5

#### T

TRANSPORTATION CHARGES:				
		Union Providing		omers Providing
		Compressor Fuel		Compressor Fuel
	Demand	Commodity	Fuel	Commodity
	Charge	Charge	Ratio	Charge
	Rate/m ³ /mo	Rate/m ³		Rate/m ³
a) Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand	20.7133 ¢			
<ul> <li>b) Firm Transportation Commodity</li> <li>Paid on all firm quantities redelivered to the Customer's Point(s) of Redelivery</li> </ul>		0.2564 ¢	0.419%	0.1193 ¢
Customer's Point(s) or Rederivery		0.2304 ¢	0.419%	0.1193 ¢
c) Carbon Charges		0.7000 /		0.7000 /
Federal Carbon Charge (if applicable)		9.7900 ¢		9.7900 ¢
Facility Carbon Charge (in addition to Transportation Comm	nodity Charge)	0.0141 ¢		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

### Authorized

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

#### Unauthorized

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

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

## Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 70 of 271 Effective 2023-01-01 Rate T3 Page 4 of 5

### 2. Injection, Withdrawals and Transportation

#### Authorized

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

	Union Providing Compressor Fuel	For Customers Providing Their Own Compressor Fuel	
	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	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) Facility Carbon Charge (in addition to Overrun Transportation Charge)	9.7900 0.0141	¢ per m³ ¢ per m³

# 3. Short Term Storage Services

### Authorized

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

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

		Effective 2023-01-01 <b>Rate T3</b> Page 5 of 5
OTH	IER 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	n specific customer a
	follows:	Monthly <u>Charge</u>
	City of Kitchener EPCOR Natural Gas (Aylmer) Six Nations	\$ 22,703.73 \$ 3,485.25 \$ 1,161.75
	If a customer combines Sales Service with Contract Carriage Service, the monthly charge will be prorated such that the custon under both services pay no more than the above monthly charge.	ner will
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 right to divert shall be determined through negotiation.	d for the
3.	Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must or deliver at a point(s) specified by Union and must acquire and maintain firm transportation on all upstream pipeline systems. Cu 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 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 is 20 days after the bill has been issued.	

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

		<del>3, Exhibit N1, Tab 1, Schedule 1, Appendi</del>	Effective 2023-01-01 Schedule "A"
		ENBRIDGE GAS INC. UNION SOUTH GAS SUPPLY CHARGES	
(A)	Availability:		
	Available to customers in Union's Sou	ithern Delivery Zone.	
(B)	Applicability:		
		Rate M1, Rate M2, Rate M4, Rate M5A, Rate M7, Rate M9, Rate taking supplemental services under Rate T1, Rate T2 and Rate	
(C)	Rates:		<u>cents / m³</u>
	<u>Utility Sales</u>		
	Commodity and Fuel Commodity and Fuel - Price Adju Transportation	ustment	32.6422 (1) 3.4561 (2)
	Total Gas Supply Commodity Ch	harge	36.0983
	Voluntary RNG Program (if applicable	<u>ə) (3)</u>	
	Monthly Charge - Rate M1 and F	Rate M2	\$ 2.00
	Minimum Annual Gas Supply Commo	dity Charge	
	Rate M4 Firm and Rate M5A Inte	erruptible Contract	0.2085
	Storage and Transportation Supplem	ental 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		8.363
	Backstop gas		8.957
	Reasonable Efforts Backstop Ga	IS	10.315
	Supplemental Inventory		Note (4)
	Supplemental Gas Sales Service	e (cents / m³)	37.3386
	Failure to Deliver: Applied to qua supply fails	ntities not delivered to Union in the event the customer's	3.293
	Discretionary Gas Supply Servic	e (DGSS)	Note (5)
(2)	The Commodity and Fuel rate include Prospective recovery of gas supply do The Voluntary RNG Program Charge Voluntary RNG Program to fund the in applicable for a minimum term of one	is a fixed monthly charge applicable to customers who elect to pa ncremental cost of purchasing renewable natural gas as part of sy billing month, renewing automatically monthly until terminated by m, whichever occurs earlier. The fixed monthly charge will apply	ystem supply. The charge will be the customer or until the Company
. ,		s shall be the higher of the daily spot gas cost at Dawn in the mor rate and shall not be less than Union's approved weighted average a gas supply administration charge.	-
		January 1, 2023 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 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 <u>Rate/GJ</u>
	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		

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, S	<del>chedule 1, Appendix E</del>	<del>3, Page 74 of</del>	271
			Effective 2023-01-01 <b>Rate U2</b> Page 2 of 3
	Demand Charge <u>Rate/GJ/mo</u>	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
<ul> <li>b) Incremental Firm Withdrawal Right: (5)</li> <li>Applied to the contracted Maximum</li> <li>Incremental Firm Withdrawal Right</li> </ul>	\$1.317		
c) Short Term Storage / Balancing Service - Maximum			\$6.000
Notes:			
<ol> <li>Demand charges for Annual Services are paid monthly during the term sole discretion, accepts a term of less than one year.</li> </ol>	of the Contract, which shall not	t be less than one	year, unless Union, in its
2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Sto	rage Contract.		
<ol> <li>Storage Space, Withdrawal Rights, and Injection Rights are not assign where necessary, approval from the Ontario Energy Board.</li> </ol>	able to any other party without t	he prior written co	nsent of Union and
<ul> <li>4. Short Term Storage / Balancing service (less than 2 years) is:</li> <li>i) a combined space and interruptible deliverability service for short-term</li> <li>ii) short-term incremental firm deliverability, OR</li> <li>iii) a component of an operational balancing service offered.</li> </ul>	or off-peak storage in Union's s	torage facilities, O	R
In negotiating the rate to be charged for service, the matters that are to i) The minimum amount of storage service to which a customer is willing ii) Whether the customer is contracting for firm or interruptible service dur iii) Utilization of facilities, iv) Competition, and v) Term.	to commit,	eriods,	
5. Union's ability to offer incremental injection and withdrawal rights is sul	pject to annual asset availability		
OVERRUN SERVICE			
1. Injection and Withdrawal			
Authorized		Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
Injection Withdrawal		0.964% 0.964%	\$0.073 \$0.073
Unauthorized			
If in any month, the customer has gas in storage in excess of the contracted the customer is less than zero or the customer has injected or withdrawn vo not been authorized by Union or provided for under a short term storage/ba Unauthorized Overrun. The Unauthorized Overrun rate during the Novemb rate during the April 16 to October 31 period will be \$6.000 per GJ.	lumes from storage which exce lancing service, such an event v	eds their contractu will constitute an or	al rights, and which has ccurrence of

	ed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B,	Page 75 of 271
OTHE	R SERVICES & CHARGES	Effective 2023-01-01 <b>Rate U2</b> Page 3 of 3
1	<ul> <li>Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating dire previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an as capacity on upstream pipeline systems.</li> </ul>	ect purchase arrangements, who
2	2. 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

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 trans	ported)					
Facility Carbon Charge		\$0.004		\$0.004		

Effective 2023-01-01 **Rate M12** Page 2 of 4

#### (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
Transportation Overrun			
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.

Effective 2023-01-01 Rate M12 Page 3 of 4

#### (D) Transportation Commodity

Σ

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

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

plus

where:

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

in which:

#### YC Yearly Commodity Required

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

YCRR Yearly Commodity Revenue Required

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

- QT1 Monthly quantities in GJ transported easterly hereunder received at Dawn at not less than 4 850 kPa but less than 5 860 kPa (compression required at Dawn).
- QT3 Monthly quantities in GJ transported westerly hereunder received at the Parkway Delivery Point.
- F_{WT} The individual Shipper's monthly share of compressor fuel used in GJ which was required at Union's Lobo, Bright, Trafalgar and Parkway Compressor Stations ("Lobo", "Bright", "Trafalgar" and "Parkway") to transport the same Shipper's QT1 monthly guantities easterly.

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

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

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

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

#### (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>L</u> <u>DEFINITIONS</u>

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

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

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

### II. GAS QUALITY

- 1. <u>Natural Gas:</u> The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons, except methane, may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.
- 2. Freedom from objectionable matter: The gas to be delivered to/by Union hereunder,
  - a. shall be commercially free from bacteria, sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to or interference with the proper operation of the lines, regulators, meters or other appliances through which it flows,
  - b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas,
  - c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,
  - d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,
  - e. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,
  - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,
  - g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,
  - h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of gas,
  - i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
  - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.

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

## III. MEASUREMENTS

- 1. <u>Storage, Transportation, and/or Sales Unit:</u> The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.
- 2. <u>Determination of Volume and Energy:</u>
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas</u> <u>Inspection Regulations</u>, SOR 86/131 (the "Regulations"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
  - b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.
  - c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.
  - d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

## IV. RECEIPT POINT AND DELIVERY POINT

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

## V. POSSESSION OF AND RESPONSIBILITY FOR GAS

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## VI. FACILITIES ON SHIPPER'S PROPERTY

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

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

## VII. MEASURING EQUIPMENT

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

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

### VIII. BILLING

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

## IX. PAYMENTS

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

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

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

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

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

# X. ARBITRATION

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

## XI. FORCE MAJEURE

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

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

## XII. DEFAULT AND TERMINATION

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

## XIII. MODIFICATION

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

## XIV. NON-WAIVER AND FUTURE DEFAULT

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## XV. LAWS, REGULATIONS AND ORDERS

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

### UNION SOUTH - RATE M12 GENERAL TERMS & CONDITIONS

#### I. 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;

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

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

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

"NAESB" shall mean North American Energy Standards Board;

"OEB" means the Ontario Energy Board;

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

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

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

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

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

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

"TCPL" means TransCanada PipeLines Limited;

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

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

## II. <u>GAS QUALITY</u>

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

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

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

- 1. <u>Storage, Transportation, and/or Sales Unit</u>: The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.
- 2. <u>Determination of Volume and Energy:</u>
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas Inspection</u> <u>Regulations</u>, SOR 86/131 (the "Regulations"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
  - b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.
  - c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.
  - d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

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

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

## V. <u>POSSESSION OF AND RESPONSIBILITY FOR GAS</u>

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

## VI. FACILITIES ON SHIPPER'S PROPERTY

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

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

## VII. MEASURING EQUIPMENT

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

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

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

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

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

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

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

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

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

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

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

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

## XI. <u>FORCE MAJEURE</u>

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

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

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

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

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

Subject to Article XV herein and the ability of Union to amend the applicable rate schedules and price schedules, with the approval of the OEB (if required), no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union.

## XIV. NON-WAIVER AND FUTURE DEFAULT

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

## XV. LAWS, REGULATIONS AND ORDERS

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

## XVI ALLOCATION OF CAPACITY

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

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

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

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

### XVIII. <u>SERVICE CURTAILMENT</u>

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

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

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

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

### XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

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

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

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

## XX. MISCELLANEOUS PROVISIONS

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

## XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

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

## UNION SOUTH - RATE M12 NOMINATIONS

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.
- 6. All Timely Nominations shall have rollover options. Specifically, Shippers shall have the ability to nominate for several days, months or years, provided the Nomination start date and end date are both within the term of the Transportation Agreement.
- 7. Nominations received after the nomination deadline shall, if accepted by Union, be scheduled after Nominations received before the nomination deadline.
- 8. All Services are required to be nominated in whole Gigajoules (GJ).
- 9. To the extent Union is unable to complete a Nomination confirmation due to inaccurate, untimely or incomplete data involving an Interconnecting Pipeline entity, Union shall undertake reasonable efforts to confirm the transaction on a non-discriminatory basis until such time that the transaction is adequately verified by the parties, or until such time that Union determines that the Nomination is invalid at which time the Union shall reject the Nomination.
- 10. That portion of a Shipper's Nomination or Revised Nomination, as set out in paragraphs 1 and 3 above, which Union shall schedule for Transportation Services hereunder, shall be known as Shipper's "Authorized Quantity".
- 11. If on any day the actual quantities handled by Union, for each of the Transportation Services authorized, exceed Shipper's Authorized Quantity, and such excess was caused by either Shipper's incorrect nomination or by its delivering or receiving too much gas, then the amount by which the actual quantities handled for each of the Transportation

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

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

## ENBRIDGE GAS INC. Union South M12 Monthly Transportation Fuel Ratios and Fuel Rates Firm or Interruptible Transportation Commodity Effective January 1, 2023

	VT1 Easterly		VT1 Easterly			
	Dawn to Park	way (TCPL),	Dawn to Kir	kwall, Lisgar,		
	Parkway	y (EGT)	Parkway (0	Consumers)	M12-X V	Vesterly
	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	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 Easterly		M12-X Easterly M12-X Easterly				
	Kirkwall to Par	'kway (TCPL),	Kirkwall	to Lisgar,	M12-X V	Vesterly	
	Parkwa	y (EGT)	Parkway (	Consumers)	Parkway to Kirkwall, Daw		
	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	
December	0.466	0.039	0.173	0.014	0.173	0.014	
January	0.482	0.040	0.173	0.014	0.173	0.014	
February	0.473	0.040	0.173	0.014	0.173	0.014	
March	0.488	0.041	0.173	0.014	0.173	0.014	

## ENBRIDGE GAS INC. Union South M12 Monthly Transportation Authorized Overrun Fuel Ratios and Fuel Rates Firm or Interruptible Transportation Commodity

Effective January 1, 2023

	VT1 Easterly		VT1 Easterly			
	Dawn to Park	way (TCPL),	Dawn to Kir	kwall, Lisgar,		
	Parkwa	y (EGT)	Parkway (	Consumers)	M12-X \	Vesterly
	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

	M12-X E	Easterly	M12-X Easterly				
	Kirkwall to Par	kway (TCPL),	Kirkwall to Lisgar,		M12-X V	Vesterly	
	Parkwa	y (EGT)	Parkway (	Consumers)	Parkway to Kirkwall, 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	

Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 105 of 271

SCHEDULE "D 2010"

## UNION SOUTH - RATE M12 RECEIPT AND DELIVERY POINTS AND PRESSURES

## 1. Receipt and Delivery Points:

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

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

### 2. Receipt and Delivery Pressures:

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

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

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

#### ENBRIDGE GAS INC. UNION SOUTH TRANSPORTATION OF LOCALLY PRODUCED GAS

#### (A) Applicability

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

#### Applicable Points

Dawn as a delivery point: Dawn (Facilities).

#### (B) Rates

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

Demand Commodity

			Union Supplied Fuel	Shipp	per Supplie	ed Fuel
	Demand Charge <u>Rate/Mont</u>	Charge	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	3				
2.	Transmission Commodity Charge	\$0.038				
3.	Delivery Commodity Charge		\$0.014	0.173%		
4.	Facility Carbon Charge (in addition to the Delivery Commodity Char	ge)	\$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 <u>Ratio %</u>	<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. <u>DEFINITIONS</u>

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

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

"Average Local Producer Heat" ("ALPH") shall mean the heat content value as set by Union, and shall be determined by volumetrically averaging the gross heat content of all produced gas delivered to the Union system by Ontario Local Producers. The ALPH shall be expressed in GJ/10³m³ and may be adjusted from time to time by Union;

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

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

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

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

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

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

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

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

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

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

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

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

permitted difference between the Dawn Quantity and the Market Quantity;

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

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

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

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

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

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

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

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

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

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

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

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

"OEB" means the Ontario Energy Board;

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

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

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

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

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

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

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

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

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

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

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

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

### II. GAS QUALITY

- 1. <u>Natural Gas:</u> The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons, except methane, may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.
- 2. <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,

# Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 111 of 271 <u>SCHEDULE "A 2013"</u>

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

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

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

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

- 1. <u>Service Unit:</u> The unit of the gas delivered to Union shall be a quantity of 10³m³. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.
- 2. <u>Determination of Volume and Energy:</u>
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas Inspection</u> <u>Regulations</u>, SOR 86/131 (the "Regulations"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
  - b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.
  - c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.

## IV. RECEIPT POINT AND DELIVERY POINT

The point(s) of receipt and point of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in Schedule 1 of the Contract, where possession of the gas changes from one party to the other.

### V. POSSESSION OF AND RESPONSIBILITY FOR GAS

- 1. <u>Possession of Gas:</u> Union accepts no responsibility for any gas prior to such gas being delivered to Union at the Receipt Point or after its delivery by Union at the Delivery Point. As between the parties hereto, Union shall be deemed to be in control and possession of and responsible for all such gas from the time that such gas enters Union's system until such gas is delivered to Shipper.
- 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. <u>Shipper Obligations:</u> Upon Union's request Shipper shall, at Shipper's own cost and expense:
  - a. obtain a registered lease or freehold ownership at the Receipt Point(s) sufficient to provide Union with free uninterrupted access to, from, under and above the Receipt Point(s), for a term (and extended terms) identical to the Contract, plus sixty (60) days, and shall provide Union with a bona fide copy of such lease agreement prior to Union commencing the construction of the meter station;
  - b. furnish, install, set, and maintain suitable pressure and volume control equipment and such additional equipment as required on Shipper's delivery system, to protect against the overpressuring of Union's facilities, and to limit the daily flow of gas to the corresponding Maximum Daily Quantity applicable to the Receipt Point(s);
  - c. supply, install and maintain a gravel or cut stone covering on each Receipt Point and shall maintain such Receipt Point(s) in a safe and workmanlike manner; and,
  - d. install and maintain a fence satisfactory to Union around the perimeter of each Receipt Point which will adequately secure and protect Union's equipment therein.
- 5. <u>Maintenance Costs:</u> Shipper shall within thirty (30) days of the delivery of an invoice by Union, reimburse Union for any actual costs reasonably incurred by Union for any repair, replacement, relocation, or upgrading of any meter station

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

## VII. <u>MEASURING EQUIPMENT</u>

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

# VIII. <u>BILLING</u>

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

# IX. <u>PAYMENTS</u>

# Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 114 of 271 <u>SCHEDULE "A 2013"</u>

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

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

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

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

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

# X. <u>ARBITRATION</u>

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

# XI. FORCE MAJEURE

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

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

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

# XII. DEFAULT AND TERMINATION

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

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

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

Subject to Article XV herein and the ability of Union to amend the applicable rate schedules and price schedules, with the approval of the OEB (if required), no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union.

### XIV. NON-WAIVER AND FUTURE DEFAULT

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

### XV. LAWS, REGULATIONS AND ORDERS

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

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

N/A

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

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

## XVIII. <u>SERVICE CURTAILMENT</u>

- 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 to terminate the Agreement, Union shall deduct such actual costs from Union's return of Shipper's Prepayments. "Prepayments" shall mean the sum of the First Prepayment and the Second

Prepayment.

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

Effective 2023-01-01 Rate M16 Page 1 of 2

\$1,666.51

\$0.038

#### ENBRIDGE GAS INC. UNION SOUTH STORAGE AND TRANSPORTATION SERVICES TRANSPORTATION CHARGES

### (A) Availability

The charges under this rate schedule shall be applicable for transportation service rendered by Union for all quantities transported to and from embedded storage pools located within Union's franchise area and served using Union's distribution and transmission assets.

#### Applicable Points

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

### (B) Rates

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

### a) Charges Applicable to both Firm and/or Interruptible Transportation Services:

Monthly Fixed Charge per customer station (\$ per month) (1)

Transmission Commodity Charge to Dawn (\$ per GJ)

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

#### (B) Rates (Cont'd)

### Authorized Overrun:

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

	Customers located East <u>of Dawn</u>	Customers located West <u>of Dawn</u>
Firm Transportation:		
Charges to Dawn		
Commodity Rate - Union supplied fuel (\$ per GJ)	\$0.080	\$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.

Effective 2023-01-01 **Rate M16** Page 2 of 2

### GENERAL TERMS & CONDITIONS UNION SOUTH - M16 TRANSPORTATION AGREEMENT

## L. DEFINITIONS

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

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

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

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

### II. GAS QUALITY

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

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

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

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

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

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

# III. MEASUREMENTS

- 1. <u>Storage, Transportation, and/or Sales Unit:</u> The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.
- 2. <u>Determination of Volume and Energy:</u>
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada</u>), RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas</u> <u>Inspection Regulations</u>, SOR 86/131 (the "**Regulations**"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
  - b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.
  - c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.
  - d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

## IV. POINT OF RECEIPT AND POINT OF DELIVERY

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

### V. POSSESSION OF AND RESPONSIBILITY FOR GAS

N/A

# VI. FACILITIES ON SHIPPER'S PROPERTY

N/A

# VII. MEASURING EQUIPMENT

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

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

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

### VIII. BILLING

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

### IX. PAYMENTS

- 1. <u>Monthly Payments:</u> Shipper shall pay the invoiced amount directly into Union's bank account as directed on the invoice on or before the twentieth (20th) day of each month. If the payment date is not a business day, then payment must be received in Union's account on the first business day preceding the twentieth (20th) day of the month.
- 2. <u>Remedies for Non-payment:</u> Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due, Shipper shall pay to Union interest on the unpaid portion of the bill accruing at a rate per annum equal to the minimum commercial lending rate of Union's principal banker in effect from time to time from the due date until the date of payment. If such failure to pay continues for thirty (30) days after payment is due, Union, in addition to any other remedy it may have under the Contract may suspend service(s) until such amount is paid, provided however, that if Shipper, in good faith shall dispute the amount of any such bill or part thereof and shall pay to Union such amounts as it concedes to be correct and at any time thereafter within twenty (20) days of a demand made by Union shall furnish good and sufficient surety bond satisfactory to Union, guaranteeing payment to Union of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement, arbitration decision or judgement of the courts, as may be the case, then Union shall not be entitled to suspend service(s) because of such non-payment unless and until default be made in the conditions of such bond or in payment for any further service(s) to Shipper hereunder.

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

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

# X. ARBITRATION

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

# XI. FORCE MAJEURE

N/A

# XII. DEFAULT AND TERMINATION

N/A

# XIII. MODIFICATION

N/A

## XIV. NONWAIVER AND FUTURE DEFAULT

N/A

## XV. LAWS, REGULATIONS AND ORDERS

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

### UNION SOUTH - RATE M16 GENERAL TERMS & CONDITIONS

### I. DEFINITIONS

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

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

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

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

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

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

"Contract Year" shall mean a period of three hundred and sixty-five (365) consecutive days, beginning on the Commencement Date or on any anniversary of such date; provided, however, that any such period which contains a date of February 29 shall consist of three hundred and sixty-six (366) consecutive days;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"OEB" means the Ontario Energy Board;

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

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

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

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

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

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

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

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

"TCPL" means TransCanada PipeLines Limited;

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

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

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

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

### II. <u>GAS QUALITY</u>

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

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

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

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

- a. In the event that the quality of the gas does not conform or if Union, acting reasonably, suspects the quality of the gas may not conform to the specifications herein, then Shipper shall, if so directed by Union acting reasonably, forthwith carry out, at Shipper's cost, whatever field testing of the gas quality as may be required to ensure that the quality requirements set out herein are met, and to provide Union with a certified copy of such tests. If Shipper does not carry out such tests forthwith, Union may conduct such test and Shipper shall reimburse Union for all costs incurred by Union for such testing.
- b. If Shipper's gas fails at any time to conform to the requirements of this Article II, Union, in addition to its other remedies, may refuse to accept delivery of gas at the Receipt Points hereunder until such deficiency has been remedied by Shipper. Each Party agrees to notify the other verbally, followed by written notification, of any such deficiency of quality.
- c. With respect to Article II 2. h. herein, Union may accept the gas subject to Shipper's obligations under the Dehydration Contract, if applicable.
- 4. <u>Quality of Gas Received:</u> The quality of the gas to be received by Union at the Receipt Point(s) hereunder is to be of a merchantable quality and in accordance with the quality standards as set out by Union in this Article II.
- 5. <u>Quality of Gas at Dawn:</u> The quality of the gas to be delivered to Union at Dawn (Facilities) or the gas to be delivered by Union to Shipper at Dawn (Facilities) hereunder is to be of a merchantable quality and in accordance with the quality standards and measurement standards as set out by Union in this Article II, except that total sulphur limit shall be not more than four hundred and sixty (460) milligrams per cubic metre of gas. In addition to any other right or remedy of a party, each party shall be entitled to refuse to accept delivery of any gas which does not conform to any of the specifications set out in this Article II.
- 6. <u>Odourization of Gas:</u>
  - a. Union may odourize or deliver odourized gas under the Contract,
  - b. Shipper shall if requested by Union monitor the mercaptan sulphur content of the gas delivered to Union under the Contract and shall provide at no cost to Union a continuous signal quantifying the mercaptan sulphur content in milligrams per cubic metre.

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

- 1. <u>Storage, Transportation, and/or Sales Unit</u>: The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.
- 2. <u>Determination of Volume and Energy:</u>
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas Inspection Regulations</u>, SOR 86/131 (the "Regulations"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.

- b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.
- c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.
- d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

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

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. <u>POSSESSION OF AND RESPONSIBILITY FOR GAS</u>

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

# VI. FACILITIES ON SHIPPER'S PROPERTY

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

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

### VII. MEASURING EQUIPMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

### X. 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. <u>FORCE MAJEURE</u>

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

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

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

### XII. DEFAULT AND TERMINATION

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

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

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

Subject to Article XV herein and the ability of Union to amend the applicable rate schedules and price schedules, with the approval of the OEB (if required), no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union.

### XIV. NON-WAIVER AND FUTURE DEFAULT

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

### XV. LAWS, REGULATIONS AND ORDERS

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

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

N/A

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

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

### XVIII. SERVICE CURTAILMENT

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

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

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

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

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

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

## XX. <u>MISCELLANEOUS PROVISIONS</u>

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

### XXI. PRECONDITIONS TO TRANSPORTATION SERVICES

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

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

Effective 2023-01-01 **Rate M17** Page 1 of 2

#### 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)

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

#### (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 <u>Charge</u>		
South Bruce	\$	2,135.35		

#### 2. Firm Transportation

	Monthly Demand		Fuel and Commodity Charges				
	<u>Charge(s)</u> (applied to daily			Shipper Supplied Fue Fuel Ratio			Commodity
	contract demand) <u>Rate/GJ</u>	Apr.1-Oct.31 <u>Rate/GJ</u>	Nov.1-Mar.31 <u>Rate/GJ</u>	Apr.1-Oct.31 <u>%</u>	Nov.1-Mar.3 [^]	1 <u>AND</u>	<u>Charge</u> <u>Rate/GJ</u>
Dawn to Delivery Area Kirkwall to Delivery Area or Dawn	\$4.734	\$0.029	\$0.070	0.349% 0.173%	0.835% 0.173%		
Parkway (TCPL) to Delivery Area or Dawn	\$2.904 \$2.904	\$0.014 \$0.027	\$0.014 \$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 Fue			1
	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

Effective 2023-01-01 **Rate M17** Page 2 of 2

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

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

### Filed: 2022-10-07, EB-2022-0133, Exhibit N1, Tab 1, Schedule 1, Appendix B, Page 145 of 271

### SCHEDULE "A"

"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. <u>GAS QUALITY</u>

- 1. <u>Natural Gas:</u> 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 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. <u>Freedom from objectionable matter</u>: 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. <u>MEASUREMENTS</u>

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</u> and <u>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. <u>RECEIPT POINT AND DELIVERY POINT</u>

1. Unless otherwise specified in the Contract, the point or points of receipt and point or points of delivery for all gas to be covered hereunder shall be on the outlet side of the measuring stations located at or near the point or points of connection specified in the Contract, where possession of the gas changes from one party to the other 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. Error in Metering or Meter Failure at Delivery Point

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. <u>BILLING</u>

- 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. <u>PAYMENTS</u>

- 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. Set Off: 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. <u>ARBITRATION</u>

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

## XI. 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. Demand Charge Relief for Firm Transportation Services: 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. <u>Proration of Firm Transportation Services:</u> 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. 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 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. <u>AMENDMENT</u>

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. <u>RENEWALS</u>

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

#### XVIII. <u>SERVICE CURTAILMENT</u>

1. <u>Right to Curtail:</u> 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.
    - 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> 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. MISCELLANEOUS PROVISIONS

- Permanent Assignment: Shipper may assign the Contract to a third party ("Assignee"), up to the Contract Demand, (the "Capacity Assigned"). Such assignment shall require the prior written consent of 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;
  - c. 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,
  - 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> 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. <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.

### 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. If the Revised Nomination (delivered with the time allowed as required above) is less than the Quantity Available, then such lesser amount shall be the Revised Nomination.
- 4. For 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.
DAWN (TCPL):	At the junction of Enbridge's and TCPL's facilities, at or adjacent to Dawn (Facilities).
DAWN (VECTOR):	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)
<u>KIRKWALL:</u>	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.

Effective 2023-01-01 **Rate C1** Page 1 of 2

#### ENBRIDGE GAS INC. UNION SOUTH CROSS FRANCHISE TRANSPORTATION RATES

#### (A) Applicability

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

#### Applicable Points

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

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

#### (B) Services

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

#### (C) Rates

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

#### Transportation Service (1):

		Monthly Demand	Fuel and Commodity Charges						
		Charges		Union Supplied Fuel		Shipper Supplied Fuel			
		(applied to daily		Fuel and Commodity Charge		Ratio		Commodity	
		contract demand)		Nov.1-Mar.31		Nov.1-Mar.31		Charge	
- )	Firm Transmisterium	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 the	wo points within Dawn*							
	*includes Dawn (TCPL), Dawn Facilities, Dawn (Tecumseh), Dawn (Vector) and Dawn (T			Dawn (TSLE)	0.173%	0.173%			
d)	Carbon Charge (applied to all quantitie	es transported)							
	Facility Carbon Charge		\$0.004	\$0.004				\$0.004	
e)	Interruptible and Short Term (1 year o	r less) Firm Transportation:	\$75.00						

Effective 2023-01-01 **Rate C1** Page 2 of 2

#### 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			d Fuel Commodity	
		Apr.1-Oct.31	Nov.1-Mar.31		Nov.1-Mar.31		Charge	
		Rate/GJ	Rate/GJ	<u>%</u>	<u>%</u>	AND	Rate/GJ	
a)	Firm Transportation	1410/00	1440/00	<u></u>	<u></u>	<u>////D</u>	11010100	
	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)							
-7	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>L</u> <u>DEFINITIONS</u>

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

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

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

## II. GAS QUALITY

- 1. <u>Natural Gas:</u> The minimum gross heating value of the gas delivered to/by Union hereunder, shall be thirty-six (36) megajoules per cubic metre. The maximum gross heating value of the gas delivered to/by Union hereunder shall be forty point two (40.2) megajoules per cubic metre. The gas to be delivered hereunder to Union may be a commingled supply from Shipper's gas sources of supply. The gas to be delivered by Union may be a commingled supply from Union's sources of gas supply; provided, however, that helium, natural gasoline, butane, propane and other hydrocarbons, except methane, may be removed prior to delivery to Shipper. Further, Union may subject, or permit the subjection of, the gas to compression, dehydration, cooling, cleaning and other processes.
- 2. Freedom from objectionable matter: The gas to be delivered to/by Union hereunder,
  - a. shall be commercially free from bacteria, sand, dust, gums, crude oils, lubricating oils, liquids, chemicals or compounds used in the production, treatment, compression or dehydration of the gas or any other objectionable substance in sufficient quantity so as to render the gas toxic, unmerchantable or cause injury to, or interference with, the proper operation of the lines, regulators, meters or other appliances through which it flows,
  - b. shall not contain more than seven (7) milligrams of hydrogen sulphide per cubic metre of gas, nor more than four hundred and sixty (460) milligrams of total sulphur per cubic metre of gas,
  - c. shall not contain more than five (5) milligrams of mercaptan sulphur per cubic metre of gas,
  - d. shall not contain more than two point zero (2.0) molar percent by volume of carbon dioxide in the gas,
  - e. shall not contain more than zero point four (0.4) molar percent by volume of oxygen in the gas,
  - f. shall not contain more than zero point five (0.5) molar percent by volume of carbon monoxide in the gas,
  - g. shall not contain more than four point zero (4.0) molar percent by volume of hydrogen in the gas,
  - h. shall not contain more than sixty-five (65) milligrams of water vapour per cubic metre of gas,
  - i. shall not have a cricondentherm hydrocarbon dewpoint exceeding minus eight (-8) degrees Celsius,
  - j. shall have Wobbe Number from forty seven point fifty (47.50) megajoules per cubic metre of gas to fifty one point forty six (51.46) megajoules per cubic metre of gas, maximum of one point five (1.5) mole percent by volume of butane plus (C4+) in the gas, and maximum of four point zero (4.0) mole percent by volume of total inerts in the gas in order to be interchangeable with other Interconnecting Pipeline gas.

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

# III. MEASUREMENTS

- 1. <u>Storage, Transportation, and/or Sales Unit:</u> The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.
- 2. <u>Determination of Volume and Energy:</u>
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas</u> <u>Inspection Regulations</u>, SOR 86/131 (the "**Regulations**"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
  - b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas Association Transmission Measurement Committee Report No. 8, Nov. 1992, at Union's discretion, all as amended from time to time.
  - c. The volume and/or energy of the gas delivered to/by Union hereunder shall be determined by the measurement equipment designated in Article VII herein.
  - d. Upon request by Union, Shipper shall obtain measurement of the total quantity of gas received by Union hereunder from the Interconnecting Pipeline. Such measurement shall be done in accordance with established practices between Union and the Interconnecting Pipeline.

# IV. RECEIPT POINT AND DELIVERY POINT

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

# V. POSSESSION OF AND RESPONSIBILITY FOR GAS

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# VI. FACILITIES ON SHIPPER'S PROPERTY

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

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

# VII. MEASURING EQUIPMENT

- 1. <u>Metering by Union:</u> Union will install and operate meters and related equipment as required and in accordance with the Act and Regulations referenced in Article III herein.
- 2. <u>Metering by Others</u>: In the event that all or any gas delivered to/by Union hereunder is measured by a meter that is owned and operated by an Interconnecting Pipeline, then Union and Shipper agree to accept that metering for the purpose of determining the volume and energy of gas delivered to/by Union on behalf of the Shipper. The standard of measurement and tests for the gas delivered to/by Union hereunder shall be in accordance with the general terms and conditions as incorporated in that Interconnecting Pipeline company's gas tariff as approved by their regulatory body.
- 3. <u>Check Measuring Equipment:</u> Shipper may install, maintain and operate, at the redelivery point, at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Union's measuring equipment at or near the delivery point, and shall be installed, maintained and operated in conformity with the same standards and specifications applicable to Union's metering facilities.
- 4. <u>Rights of Parties:</u> The measuring equipment installed by either party, together with any building erected by it for such equipment, shall be and remain its property. However, Union and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas to/by Union under the Contract. Either party will give the other party reasonable notice of its intention to carry out the acts herein specified. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten (10) days after receipt thereof.
- 5. <u>Calibration and Test of Measuring Equipment:</u> The accuracy of Union's measuring equipment shall be verified by Union at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Union shall not be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. In the event either party notifies the other that it desires a special test of any measuring equipment, the parties shall co-operate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Shipper, shall be borne by Shipper if the measuring equipment tested is found to be in error by not more than two per cent (2%). If, upon test, any measuring equipment is found to be in error by not more than two per cent (2%). If upon test, any measuring equipment is 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 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</u>, <u>1998</u>, S.O. <u>1998</u>, c.15, Sch. B, as amended, supplemented or re-enacted from time to time;

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

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

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

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

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

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

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

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

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

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

"NAESB" shall mean North American Energy Standards Board;

"OEB" means the Ontario Energy Board;

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

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

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

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

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

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

"TCPL" means TransCanada PipeLines Limited;

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

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

## II. <u>GAS QUALITY</u>

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

compression, dehydration, cooling, cleaning and other processes.

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

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

- 1. <u>Storage, Transportation, and/or Sales Unit</u>: The unit of the gas delivered to Union shall be a megajoule or a gigajoule. The unit of gas transported or stored by Union shall be a megajoule or a gigajoule. The unit of gas delivered by Union shall be a megajoule, a gigajoule, a cubic metre (m³) or one thousand cubic metres (10³m³) at Union's discretion.
- 2. <u>Determination of Volume and Energy</u>:
  - a. The volume and energy amounts determined under the Contract shall be determined in accordance with the <u>Electricity and Gas Inspection Act (Canada)</u>, RSC 1985, c E-4- (the "Act") and the <u>Electricity and Gas Inspection</u> <u>Regulations</u>, SOR 86/131 (the "Regulations"), and any documents issued under the authority of the Act and Regulations and any amendments thereto.
  - b. The supercompressibility factor shall be determined in accordance with either the "Manual for Determination of Supercompressibility Factors for Natural Gas" (PAR Project NX-19) published in 1962 or with American Gas

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

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

## IV. RECEIPT POINT AND DELIVERY POINT

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

# V. POSSESSION OF AND RESPONSIBILITY FOR GAS

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

# VI. FACILITIES ON SHIPPER'S PROPERTY

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

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

## VII. MEASURING EQUIPMENT

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

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

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

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

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

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

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

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

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

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

Shipper shall make reasonable efforts to eliminate/minimize the withholding tax related to the fees/payments paid to Union, including but not limited to requesting from Union the relevant documentation necessary to determine the appropriate withholding, if any, for tax purposes. In the event taxes are withheld from the fees/payment paid by Shipper, Shipper shall remit such withheld taxes to the applicable taxing authority and Shipper will provide Union, after the calendar year end, Union's Federal Form 1042-S and a comparable state/international form, if applicable, within the applicable statutory time frame.

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

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

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

## XI. <u>FORCE MAJEURE</u>

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

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

## XII. DEFAULT AND TERMINATION

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

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

Subject to Article XV herein and the ability of Union to amend the applicable rate schedules and price schedules, with the approval of the OEB (if required), no amendment or modification of the Contract shall be effective unless the same shall be in writing and signed by each of the Shipper and Union.

## XIV. NON-WAIVER AND FUTURE DEFAULT

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

## XV. LAWS, REGULATIONS AND ORDERS

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

# XVI. ALLOCATION OF CAPACITY

- 1. <u>Requests for Transportation Service:</u> A potential shipper may request transportation service on Union's system at any time. Any request for C1 transportation service must include: potential shipper's legal name, Receipt Point(s), Delivery Point(s), Commencement Date, Initial Term, Contract Demand, proposed payment, and type of transportation service requested.
- 2. <u>Expansion Facilities:</u> If requests for firm transportation services cannot be met through existing capacity such that the only way to satisfy the requests for transportation service would require the construction of Expansion Facilities which create new capacity, Union shall allocate any such new capacity by open season, subject to the terms of the open season, and these General Terms and Conditions.
- 3. <u>Open Seasons:</u> If requests for long-term transportation service can be met through existing facilities upon which long-term capacity is becoming available, Union shall allocate such long-term capacity by open season, subject to the terms of the open season, and these General Terms and Conditions. "Long-term", for the purposes of this Article XVI, means, in the case of a transportation service, a service that has a term of one year or greater.
- 4. <u>Awarding Open Season Capacity:</u> Capacity requests received during an open season shall be awarded starting with those bids with the highest economic value. If the economic values of two or more independent bids are equal, then service shall be allocated on a pro-rata basis. The economic value shall be based on the net present value which shall be calculated based on the proposed per- unit rate and the proposed term of the contract and without regard to the proposed Contract Demand ("NPV").
- 5. <u>Available Capacity Previously Offered in Open Season:</u> Union may at any time allocate capacity to respond to any C1 transportation service request through an open season. If a potential shipper requests C1 transportation service that can be provided through Available Capacity that was previously offered by Union in an open season but was not awarded, then:
  - a. Any such request must conform to the requirements of Section 1 of this Article XVI;
  - b. Union shall allocate capacity to serve such request pursuant to this Section 5, and subject to these General Terms and Conditions and Union's standard form C1 transportation contract;
  - c. Union may reject a request for C1 transportation service for any of the following reasons:
    - i) if there is insufficient Available Capacity to fully meet the request, but if that is the only reason for rejecting the request for service, Union must offer to supply the Available Capacity to the potential shipper;
    - ii) if the proposed monthly payment is less than Union's Monthly demand charge plus fuel requirements for the applicable service;
    - iii) if prior to Union accepting the request for transportation service Union receives a request for transportation service from one or more other potential shippers and there is, as a result, insufficient Available Capacity to service all the requests for service, in which case Union shall follow the procedure in Section 5 d hereof;
    - iv) if Union does not provide the type of transportation service requested; or
    - v) if all of the conditions precedent specified in Article XXI Sections 1 and 2 herein have not been satisfied or waived.

- d. Union will advise the potential shipper in writing whether Union accepts or rejects the request for service, subject to Article XVI 5(c) within 5 calendar days of receiving a request for C1 transportation service. If Union rejects a request for service, Union shall inform the potential shipper of the reasons why its request is being rejected; and
- e. If Union has insufficient Available Capacity to service all pending requests for transportation service Union may:
  - i) Reject all the pending requests for transportation service and conduct an open season; or
  - ii) Union shall inform all the potential shippers who have submitted a pending request for transportation service that it does not have sufficient capacity to service all pending requests for service, and Union shall provide all such potential shippers with an equal opportunity to submit a revised request for service. Union shall then allocate the Available Capacity to the request for transportation service with the highest economic value to Union. If the economic values of two or more requests are equal, then service shall be allocated on a pro-rata basis. The economic value of any request shall be based on the NPV.

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

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

For all other contracts, the Contract will continue in full force and effect until the end of the Initial Term, but shall not renew.

# XVIII. SERVICE CURTAILMENT

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

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

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

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

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

## XIX. SHIPPER'S REPRESENTATIONS AND WARRANTIES

- 1. <u>Shipper's Warranty:</u> Shipper warrants that it will, if required, maintain, or have maintained on its behalf, all external approvals including the governmental, regulatory, import/export permits and other approvals or authorizations that are required from any federal, state or provincial authorities for the gas quantities to be handled under the Contract. Shipper further warrants that it shall maintain in effect the Facilitating Agreements.
- 2. <u>Financial Representations:</u> Shipper represents and warrants that the financial assurances (including the Initial Financial Assurances and Security) (if any) shall remain in place throughout the term hereof, unless Shipper and Union agree otherwise. Shipper shall notify Union in the event of any change to the financial assurances throughout the term hereof. Should Union have reasonable grounds to believe that Shipper will not be able to perform or continue to perform any of its obligations under the Contract as a result of one of the following events ("Material Event");
  - a. Shipper is in default, which default has not been remedied, of the Contract or is in default of any other material contract with Union or another party; or,
  - b. Shipper's corporate or debt rating falls below investment grade according to at least one nationally recognized rating agency; or,
  - c. Shipper ceases to be rated by a nationally recognized agency; or,
  - d. Shipper has exceeded credit available as determined by Union from time to time,

then Shipper shall within fourteen (14) days of receipt of written notice by Union, obtain and provide to Union a letter of credit or other security in the form and amount reasonably required by Union (the "Security"). The Security plus the Initial Financial Assurances shall not exceed twelve (12) months of Monthly demand charges (in accordance with Article IX herein) multiplied by Contract Demand. In the event that Shipper does not provide to Union such Security within such fourteen (14) day period, Union may deem a default under the Default and Termination provisions of Article XII herein.

In the event that Shipper in good faith, reasonably believes that it should be entitled to reduce the amount of or value of the Security previously provided, it may request such a reduction from Union and to the extent that the Material Event has been mitigated or eliminated, Union shall return all or a portion of the Security to Shipper within fourteen (14) Business Days after

receipt of the request.

## XX. MISCELLANEOUS PROVISIONS

- 1. <u>Permanent Assignment:</u> Shipper may assign the Contract to a third party ("Assignee"), up to the Contract Demand, (the "Capacity Assigned"). Such assignment shall require the prior written consent of Union and release of obligations by Union for the Capacity Assigned from the date of assignment. Such consent and release shall not be unreasonably withheld and shall be conditional upon the Assignee providing, amongst other things, financial assurances as per Article XXI herein. Any such assignment will be for the full rights, obligations and remaining term of the Contract as relates to the Capacity Assigned.
- 2. <u>Temporary Assignment:</u> Shipper may, upon notice to Union, assign all or a part of its service entitlement under the Contract (the "Assigned Quantity") and the corresponding rights and obligations to an Assignee on a temporary basis for not less than one calendar month. Such assignment shall not be unreasonably withheld and shall be conditional upon the Assignee executing the Facilitating Agreement as per Article XXI herein. Notwithstanding such assignment, Shipper shall remain obligated to Union to perform and observe the covenants and obligations contained herein in regard to the Assignee fails to do so.
- 3. <u>Title to Gas:</u> Shipper represents and warrants to Union that Shipper shall have good and marketable title to, or legal authority to deliver to Union, all gas delivered to Union hereunder. Furthermore, Shipper hereby agrees to indemnify and save Union harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of claims of any or all third parties to such gas or on account of Taxes, or other charges thereon.

#### XXI. <u>PRECONDITIONS TO TRANSPORTATION SERVICES</u>

- 1. <u>Union Conditions:</u> The obligations of Union to provide Transportation Services hereunder are subject to the following conditions precedent, which are for the sole benefit of Union and which may be waived or extended in whole or in part in the manner provided in the Contract:
  - a. Union shall have obtained, in form and substance satisfactory to Union, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required to provide the Transportation Services; and,
  - b. Union shall have obtained all internal approvals that are necessary or appropriate to provide the Transportation Services; and,
  - c. Union shall have received from Shipper the requisite financial assurances reasonably necessary to ensure Shipper's ability to honour the provisions of the Contract (the "Initial Financial Assurances"). The Initial Financial Assurances, if required, will be as determined solely by Union; and,
  - d. Shipper and Union shall have entered into the Interruptible Service HUB Contract or equivalent (the "Facilitating Agreement") with Union.
- 2. <u>Shipper Conditions:</u> The obligations of Shipper hereunder are subject to the following conditions precedent, which are for the sole benefit of Shipper and which may be waived or extended in whole or in part in the manner provided in the Contract:
  - a. Shipper shall, as required, have entered into the necessary contracts with Union and/or others to facilitate the Transportation Services contemplated herein, including contracts for upstream and downstream transportation, and shall specifically have an executed and valid Facilitating Agreement; and shall, as required, have entered into the necessary contracts to purchase the gas quantities handled under the Contract; and,

- b. Shipper shall have obtained, in form and substance satisfactory to Shipper, and all conditions shall have been satisfied under, all governmental, regulatory and other third party approvals, consents, orders and authorizations, that are required from federal, state, or provincial authorities for the gas quantities handled under the Contract; and,
- c. Shipper shall have obtained all internal approvals that are necessary or appropriate for the Shipper to execute the Contract.
- 3. <u>Satisfaction of Conditions:</u> Union and Shipper shall each use due diligence and reasonable efforts to satisfy and fulfil the conditions precedent specified in this Article XXI Section 1 a, c, and d and Section 2 a and b. Each party shall notify the other forthwith in writing of the satisfaction or waiver of each condition precedent for such party's benefit. If a party concludes that it will not be able to satisfy a condition precedent that is for its benefit, such party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations thereunder.
- 4. <u>Non-Satisfaction of Conditions:</u> If any of the conditions precedent in this Article XXI Section 1 c or Section 2 are not satisfied or waived by the party entitled to the benefit of that condition by the Conditions Date as such term is defined in the Contract, then either party may, upon written notice to the other party, terminate the Contract and upon the giving of such notice, the Contract shall be of no further force and effect and each of the parties shall be released from all further obligations hereunder, provided that any rights or remedies that a party may have for breaches of the Contract prior to such termination and any liability a party may have incurred before such termination shall not thereby be released.

# SCHEDULE "B"

# UNION SOUTH - RATE C1 NOMINATIONS

a) For Services provided either under this rate schedule or referenced to this rate schedule:

i) For Services required on any day Shipper shall provide Union with details regarding the quantity it desires to be handled at the applicable Receipt Point(s) and/or Delivery Point(s), and such additional information as Union determines to be necessary (a "Nomination").

ii) All Nominations shall be submitted by electronic means via *Unionline*. Union, in its sole discretion, may amend or modify the nominating procedures or *Unionline* at any time. Nominations shall be submitted so as to be received by Union in accordance with timelines established by Union, which reflect the NAESB standard nomination cycles. Union will accept all Nominations on each of the nomination cycles. Nominations made after the applicable deadline shall not be accepted except at the sole discretion of Union. The nomination cycle timelines are posted on Union's website and the nomination deadlines are provided in *Unionline*.

iii) For customers electing firm all day transportation, nominations shall be provided to Union's Gas Management Services as outlined in the F24 – T Agreement.

b) Union shall determine whether or not all or any portion of the Nomination will be accepted. In the event Union determines that it will not accept such Nomination, Union shall advise Shipper of the reduced quantity (the "Quantity Available") for Services at the applicable points as outlined in each nomination cycle. After receiving such advice from Union but no later than one half hour after the Quantities Available deadline as outlined in each nomination cycle, Shipper shall provide a "Revised Nomination" to Union which shall be no greater than the Quantity Available. If such Revised Nomination is not provided within the time allowed as required above or such Revised Nomination is greater than the Quantity Available, then the Revised Nomination shall be deemed to be the Quantity Available. If the Revised Nomination (delivered within the time allowed as required above) is less than the Quantity Available, then such lesser amount shall be the Revised Nomination.

c) That portion of a Shipper's Nomination or Revised Nomination, as set out in (a) and (b), above, which Union shall accept for Services hereunder, shall be known as Shipper's "Authorized Quantity".

d) If on any day the actual quantities handled by Union, for each of the Services authorized, exceed Shipper's Authorized Quantity, and such excess was caused by either Shipper's incorrect nomination or by its delivering or receiving too much gas, then the amount by which the actual quantities handled for each of the Services exceed Shipper's Authorized Quantity, such excess shall be deemed "Unauthorized Overrun".

e) The daily quantity of gas nominated by Shipper will be delivered by Shipper at rates of flow that are as nearly constant as possible, however, Union shall use reasonable efforts to take receipt of gas on any day at an hourly rate of flow up to one twentieth (1/20) of the quantity received for that day. Union shall have the right to limit Services when on any day the cumulative hourly imbalance between receipts and deliveries exceeds one twentieth (1/20) of the quantity handled for that day, for each applicable Service.

f) A nomination for a daily quantity of gas on any day shall remain in effect and apply to subsequent days unless and until Union receives a new nomination from the Shipper or unless Union gives Shipper written notice that it is not acceptable in accordance with either (a) or (b) of this schedule.

g) Except for periods of gas or quantity balancing as provided in the Contract, nominations by Shipper for deliveries to Union and redeliveries by Union shall be the same delivery of gas by Union either to Shipper or a Shipper's Account with Union.

# SCHEDULE "B 2010"

# UNION SOUTH - RATE C1 NOMINATIONS

- 1. For Transportation Services required on any Day under the Contract, Shipper shall provide Union with details regarding the quantity of Gas it desires to be handled at the applicable Receipt Points(s) and/or Delivery Point(s), and such additional information as Union determines to be necessary (a "Nomination").
- 2. All Nominations shall be submitted by electronic means via Unionline. Union, in its sole discretion, may amend or modify the nominating procedures or Unionline at any time. Nominations shall be submitted so as to be received by Union in accordance with timelines established by Union, which reflect the NAESB standard nomination cycles. Union will accept all Nominations on each of the nomination cycles. Nominations made after the applicable deadline shall not be accepted except at the sole discretion of Union. The nomination cycle timelines are posted on Union's website and the nomination deadlines are provided in Unionline.
- 3. Union shall determine whether or not all or any portion of the Nomination will be scheduled at each nomination cycle. With respect to each nomination cycle, in the event Union determines that it will not schedule such Nomination, Union shall advise Shipper of the reduced quantity (the "Quantities Available") for Transportation Services at the applicable points as outlined in each nomination cycle. After receiving such advice from Union, but no later than one half hour after the Quantities Available deadline as outlined in each nomination cycle, Shipper shall provide a revised nomination ("Revised Nomination") to Union which shall be no greater than the Quantity Available. If such Revised Nomination is not provided within the time allowed as required above or such Revised Nomination is greater than the Quantities Available, then the Revised Nomination shall be deemed to be the Quantity Available. If the Revised Nomination (delivered with the time allowed as required above) is less than the Quantity Available, then such lessor amount shall be the Revised Nomination.
- 4. For Shippers electing firm all day transportation service, nominations shall be provided to Union's Gas Management Services as outlined in the F24 T Agreement.
- 5. For Transportation Services requiring Shipper to provide compressor fuel in kind, the nominated fuel requirements will be calculated by rounding to the nearest whole GJ.
- 6. All Timely Nominations shall have rollover options. Specifically, Shippers shall have the ability to nominate for several days, months or years, provided the Nomination start date and end date are both within the term of the Transportation Agreement.
- 7. Nominations received after the nomination deadline shall, if accepted by Union, be scheduled after Nominations received before the nomination deadline.
- 8. All Services are required to be nominated in whole Gigajoules (GJ).
- 9. To the extent Union is unable to complete a Nomination confirmation due to inaccurate, untimely or incomplete data involving an Interconnecting Pipeline entity, Union shall undertake reasonable efforts to confirm the transaction on a non-discriminatory basis until such time that the transaction is adequately verified by the parties, or until such time that Union determines that the Nomination is invalid at which time the Union shall reject the Nomination.
- 10. That portion of a Shipper's Nomination or Revised Nomination, as set out in paragraphs 1 and 3 above, which Union shall schedule for Transportation Services hereunder, shall be known as Shipper's "Authorized Quantity".
- 11. If on any day the actual quantities handled by Union, for each of the Transportation Services authorized, exceed Shipper's Authorized Quantity, and such excess was caused by either Shipper's incorrect nomination or by its delivering or receiving too much gas, then the amount by which the actual quantities handled for each of the Transportation

# 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)

R, D	<u>DAWN (FACILITIES):</u>	Union's Compressor Station site situated in the northwest corner of Lot Twenty-Five (25), Concession II, in the Township of Dawn-Euphemia, in the County of Lambton. This point is applicable for quantities of gas that have been previously transported or stored under other contracts that Shipper may have in place with Union.
R, D	DAWN (TCPL):	At the junction of Union's and TCPL's facilities, at or adjacent to Dawn (Facilities).
R, D	DAWN (TECUMSEH):	At the junction of Union's and Enbridge Gas Inc.'s (Enbridge) Tecumseh Gas Storage's facilities, at or adjacent to Dawn (Facilities).
R, D	<u>DAWN (TSLE):</u>	At the junction of Union's and Enbridge's NPS 16 Tecumseh Sombra Line Extension facilities; at or adjacent to Dawn (Facilities)
R, D	DAWN (VECTOR):	At the junction of Union's and Vector Pipeline Limited Partnership ("Vector") facilities, at or adjacent to Dawn (Facilities).
R, D	PARKWAY (TCPL):	At the junction of Union's and TCPL's facilities, at or adjacent to Union's facilities situated in the Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga)
R, D	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	<u>Parkway (Consumers)</u> :	At the junction of Union's and Enbridge's facilities, at or adjacent to Union's facilities situated in Part Lot 9 and Part Lot 10, Concession IX, New Survey, Town of Milton, Regional Municipality of Halton (now part of City of Mississauga)
D	LISGAR:	At the junction of the facilities of Union and Enbridge situated at 6620 Winston Churchill Boulevard, City of Mississauga.
R, D	<u>ojibway:</u>	At the junction of Union's and Panhandle Eastern Pipe Line Company, LP's ("Panhandle") facilities, located at the International Border between Canada and the United States in the St. Clair River.
R, D	ST.CLAIR (MICHCON):	At the junction of Michigan Consolidated Gas Company's ("MichCon") and St. Clair Pipelines L.P.'s facilities, located at the International Border between Canada and the United States in the St. Clair River.

# R, D BLUEWATER: At the junction of Bluewater Gas Storage, LLC ("Bluewater") and St. Clair Pipelines L.P.'s facilities, located at the International Border between Canada and the United States in the St. Clair River.

# 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) (c)	Carbon Charges Increase / (Decrease) (d)	Gas Commodity Price Adjustment Rate (2) (e)
	Carbon Charges (3)					
1	Federal Carbon Charge (if applicable)				-	
2	Facility Carbon Charge (in addition to Interruptible C	charge)			-	
	Rate 25					
3	All Zones	\$18.37	0.1356			(0.2720)
	Rate M4					
4	Interruptible	\$30.40	0.2196			
	Rate M5A					
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			

Notes:

Applies to sales service customers only.
 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

Line		
No.	Service	Fee
	Residential Customer Class Service	
1	Connection Charge	\$35
2	Temporary Seal - Turn-off (Seasonal)	\$35 \$22
2	Temporary Seal - Turn-on (Seasonal)	\$35
4	Landlord Turn-on	\$35
4 5	Disconnect/Reconnect for Non-Payment	\$65
5	Disconnect Neconnect for Non-Payment	\$05
	Commercial/Industrial Customer Class Service	
6	Connection Charge	\$38
7	Temporary Seal - Turn-off (Seasonal)	\$22
8	Temporary Seal - Turn-on (Seasonal)	\$38
9	Landlord Turn-on	\$38
10	Disconnect/Reconnect for Non-Payment	\$65
	Statement of Account/History Statements	
11	History Statement (previous year)	\$15/statement
12	History Statement (beyond previous year)	\$40/hour
13	Duplicate Bills * (if processed by system)	No charge
14	Duplicate Bills * (if manually processed)	\$15/statement
		<i>Q</i> i o, otatomont
	Dispute Meter Test Charges	
15	Meter Test - Residential Meter	\$50 flat fee for
		removal and test
16	Meter Test - Commercial/Industrial Meter	Hourly charge
		based on actual
		costs
	Direct Purchase Administration Charges (if applicable)	
17	Monthly fee per contract	\$82.14
18	Monthly per customer fee	\$0.21
19	Distributor Consolidated Billing Fee (per customer/month)	\$0.62
20	Invoice Vendor Adjustment (IVA) fee	\$1.19
	(for each successfully submitted IVA transaction)	
21	Notice of Switch Letter Service Charge	\$2.19
	-	

Notes:

Duplicate bill charges only apply when customer wants two copies of a bill. Lost bills from the last billing period will be replaced free of charge. 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 N1, Tab 1, Schedule 1, Appendix B, Page 190 of 271 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 LRAMrelated 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 Effective January 1, 2023

Line		
No.	Particulars	(\$000's)
	Summary Change in Revenue:	
1	2023 Proposed in EB-2022-0133	1,417,639 (1)
2	2022 Approved in EB-2021-0148	1,373,730 (1)
3	Net Change (line 1 - line 2)	43,909
	Detail Change in Revenue:	
4	2023 Price Cap Index (3.6%)	36,522 (1)
5	2023 DSM Budget Change	961 (1)
6	2023 Capital Pass-through Change	739 (1)
7	2023 Parkway Delivery Obligation Change	5,687 (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

# Notes:

(1) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 2.

(2) No ICM funding request for 2023 rates.

### UNION RATE ZONES 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) (e)	Parkway Delivery Obligation (5) (f)	ICM (6) (g)	Total Proposed Revenue (h) = (sum (a:g)
	North Delivery	(3)	(2)	(0)	(3)	(0)	(1)	(9)	() (sum (a.g)
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	175 536	-	11	75 37	-		5,555
5 6	R100 Total	<u>18,518</u> 246,043	8,154		<u> </u>	(247)	<u> </u>		<u>19,100</u> 254,617
0	Total	240,043	0,134		007	(247)	·		234,017
	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	Т3	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
	<b>-</b>	4 070 702	00.500			001			1 117 000
31	Total	1,373,730	36,522		739	961	5,687		1,417,639

Notes:

(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 (Annual Consumption of 2,200 m³)			Rate M2 - Commercial (Annual Consumption of 73,000 m³)			
		EB-2022-0219 Approved 1-Oct-22	EB-2022-0133 Proposed 1-Jan-23		EB-2022-0219 Approved 1-Oct-22	EB-2022-0133 Proposed 1-Jan-23			
Line		Total	Total	Impact	Total	Total	Impact		
No.	Particulars	Bill (\$) (1) (a)	Bill (\$) (1) (b)	(\$) (c) = (b) - (a)	Bill (\$) (1) (d)	Bill (\$) (1) (e)	(\$) (f) = (e) - (d)		
	Delivery Charges								
1	Monthly Charge	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		
	Impacts								
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)		
	• · ·			. ,			. ,		

Notes:

(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

		(Annu	Union North West Rate 01 - Residential ial Consumption of 2,200	0 m³)	Union North East Rate 01 - Residential (Annual Consumption of 2,200 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	278.16	287.76	9.60	
2	Delivery Commodity Charge	230.78	249.77	18.99	230.78	249.77	18.99	
3	Total Delivery Charge	508.94	537.53	28.59	508.94	537.53	28.59	
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	
	Impacts							
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)	

Notes:

(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 10 - Commercial / Indus al Consumption of 93,000		Union North East Rate 10 - Commercial / Industrial (Annual Consumption of 93,000 m³)			
Line No.	Particulars	EB-2022-0219 Approved 1-Oct-22 Total Bill (\$) (1)	EB-2022-0133 Proposed 1-Jan-23 Total Bill (\$) (1)	Impact (\$)	EB-2022-0219 Approved 1-Oct-22 Total Bill (\$) (1)	EB-2022-0133 Proposed 1-Jan-23 Total Bill (\$) (1)	Impact (\$)	
		(a)	(b)	(c) = (b) - (a)	(d)	(e)	(f) = (e) - (d)	
	Delivery Charges							
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)	

Notes:

(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.

		A	0000 0040 (4)	Deve		0400	Dill	
		Approved - EB- Total	2022-0219 (1)	Prop Total	osed - EB-2022-	Total Bill	Bill Im Including Federal	Excluding Federal
Line		Bill	Unit Rate	Bill	Unit Rate	Change		
	Destinution						Carbon Charge	Carbon Charge
No.	Particulars	(\$) (a)	(cents/m ³ ) (b)	(\$) (c)	(cents/m ³ ) (d)	(\$) (e) = (c - a)	(%) (f) = (e / a)	(%) (g)
		(a)	(b)	(0)	(u)	(e) = (c = a)	(i) = (e / a)	(9)
	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	Sales Service Impact					36.99	2.3%	2.6%
6	Bundled-T (Direct Purchase) Impact					36.81	4.1%	5.3%
-								
_	Small Rate 10							
7	Delivery Charges	5,796	9.6594	6,353	10.5880	557	9.6%	9.6%
8	Federal Carbon Charge	5,874	9.7900	5,874	9.7900	-	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	Sales Service Impact					792	2.2%	2.7%
12	Bundled-T (Direct Purchase) Impact					787	5.1%	8.1%
40	Large Rate 10		3 30.15	~ ~ ~ ~ -	C 1007			
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%
10	Banaloa I (Biloot I alonabo) impaot					2,000	1.070	0.070
	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	-	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%
						0.510	0.001	0.00/
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%
	Average Rate 25							
31	Delivery Charges	75,671	3.3262	78,977	3.4715	3,305	4.4%	4.4%
32	Federal Carbon Charge	222,723	9.7900	222,723	9.7900	0,000	0.0%	0.0%
33	Gas Supply Charges (2)	752,964	33.0973	753,171	33.1064	207	0.0%	0.0%
34	Total Bill	1,051,357	46.2135	1,054,870	46.3679	3,512	0.3%	0.4%
		.,,		.,		-1		
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	-	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	Onlan One-lan laure at					(04 570)	-0.5%	-0.6%
	Sales Service Impact					(61,576)		
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%
		· · · · · ·		<u> </u>	·			
47	Sales Service Impact					(527,542)	-0.5%	-0.6%
48	T-Service (Direct Purchase) Impact					108,482	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

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)		Pror	osed - EB-2022-	0133	Bill Impact		
		Total		Total		Total Bill	Including Federal	Excluding Federal
Line	Destinution	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 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	718	32.6350	718	32.6427	0.17	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	Salas Sarvisa Impact					459	1.5%	1.9%
12	Sales Service Impact Direct Purchase Impact					455	4.3%	9.5%
						100	1.070	0.070
	Large Rate M2							
13	Delivery Charges Federal Carbon Charge	16,393	6.5574	18,096	7.2382 9.7900	1,702	10.4%	10.4%
14 15		24,475 81,587	9.7900 32.6349	24,475 81,606	32.6422	- 18	0.0% 0.0%	0.0% 0.0%
16	Gas Supply Charges Total Bill	122,456	48.9823	124,176	49.6704	1,720	1.4%	1.8%
	rota bii	122,100	10.0020	121,170	10.0701			
17	Sales Service Impact					1,720	1.4%	1.8%
18	Direct Purchase Impact					1,702	4.2%	10.4%
	Small Rate M4							
19	Delivery Charges	57.259	6.5439	60.317	6.8934	3,058	5.3%	5.3%
20	Federal Carbon Charge	85,663	9.7900	85,663	9.7900	-	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 27	Federal Carbon Charge Gas Supply Charges	1,174,800 3,916,188	9.7900 32.6349	1,174,800 3,917,064	9.7900 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%
20	Total Dill	0,002,000	40.0002	0,002,041	40.0000	23,001	0.070	0.170
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	Federal Carbon Charge	80,768	9.7900	80,768	9.7900		0.0%	0.0%
33	Gas Supply Charges	269,238	32.6349	269,298	32.6422	60	0.0%	0.0%
34	Total Bill	388,554	47.0975	390,791	47.3686	2,237	0.6%	0.7%
35	Sales Service Impact					2,237	0.6%	0.7%
36	Direct Purchase Impact					2,237	1.8%	5.6%
50	Direct r dichase impact					2,110	1.070	0.070
	Large Rate M5							
37	Delivery Charges	227,755	3.5039	242,394	3.7291	14,639	6.4%	6.4%
38	Federal Carbon Charge	636,350	9.7900	636,350	9.7900	-	0.0%	0.0%
39	Gas Supply Charges	2,121,269	32.6349	2,121,743	32.6422	475	0.0%	0.0%
40	Total Bill	2,985,373	45.9288	3,000,487	46.1613	15,113	0.5%	0.6%
41	Sales Service Impact					15,113	0.5%	0.6%
41	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	Federal Carbon Charge	3,524,400	9.7900	3,524,400	9.7900	-	0.0%	0.0%
45	Gas Supply Charges	11,748,564	32.6349	11,751,192	32.6422	2,628	0.0%	0.0%
46	Total Bill	16,158,828	44.8856	16,209,408	45.0261	50,581	0.3%	0.4%
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 52	Gas Supply Charges Total Bill	<u>16,970,148</u> 25,276,967	32.6349 48.6096	16,973,944 25,369,472	32.6422 48.7874	3,796	0.0%	0.0%
52		20,270,907	40.0090	20,009,472	40./0/4	92,000	0.4%	0.5%
53	Sales Service Impact					92,505	0.4%	0.5%
54	Direct Purchase Impact					88,709	1.1%	2.8%

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.

Instruct			Approved - EB-2022-0219 (1)		Prop	osed - EB-2022-	-	Bill Impact	
Image: Ball Max MP         Diff (i)         (i)         (i)         (i)         (i)         (i)         (ii)           1         Deflery, Charge         210272         30255         222.14         31663         11.669         507           1         Deflery, Charge         2.20127         30255         222.14         31663         11.699         507           1         Deflery, Charge         2.20127         30255         222.14         31663         11.201         401           1         Deflery, Charge         2.20127         30646         658.766         3.2449         34.071         5.64           1         Deslery, Charge         6.288.772         2.268.9         6.986.764         3.2449         34.071         5.64           1         Deslery, Charge         6.288.772         3.268.9         3.474         2.9662         4.77         .051           1         Deslery, Charge         3.564         3.539         3.474         3.966         4.177         .111           1         Deslery, Charge         3.967         3.527         2.174.27         .001         5.15           1         Deslery, Charge         3.967         3.539         3.477         2.9660		Particulars	Total Bill	Unit Rate	Total Bill	Unit Rate	Total Bill Change	Including Federal Carbon Charge	Excluding Federal Carbon Charge
Said State MS         Said Sta	NO.	Fattoulais							
1         Dellery Charge         210.272         3.0255         2.2444         3.1963         11.869         .015           3         West Rev Internet Install         .01237         3.0255         2.24627         32042         .020         .015           4         Date Serve Install         .01237         3.0255         .0214         .018         .018           5         Date Serve Install         .01237         3.0016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .026, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 123         .016         .056, 133         .016         .056, 133         .026, 133         .026, 134         .056, 134         .056, 135         .016, 136         .016, 136         .016, 136         .016, 136         .016, 136         .016, 136, 136		Small Pate M0							(0)
2         Des Supp Charges         2.286.129         32.8429         2.286.27         32.8422         2.277         0.0%           4         Sales Service Impact         11.860         11.860         0.5%         0.5%           4         Sales Service Impact         11.860         11.860         0.5%           6         Sales Service Impact         0.0%         0.5%         0.5%         0.5%           7         Total Bill         11.860         0.5333         0.474         0.5%         0.564           9         Develop Oranges         0.040         5.5333         0.474         0.5%         0.564         0.5544         0.574           9         Develop Oranges         0.064         5.5333         0.474         8.5668         10         5.5%           11         Delvey Oranges         0.064         5.5333         0.474         8.5668         10         5.5%           12         Gas Supp Oranges         0.064         5.5333         0.474         8.5668         10         5.5%           13         Total Bill         0.064         5.5333         0.474         10.5%         0.5%         0.5%         0.5%         0.5%         0.5%         0.5%         0.5%	1	Delivery Charges	210,272	3.0255	222,141	3,1963	11.869		5.6%
3         Total Bil         2.478.397         35.6602         2.400.707         35.358         12.376         0.955           5         Bales Service Impact         11.869         0.945         0.945         0.945           6         Dellery Charges         0.23.677         3.0469         0.32449         1.471         0.056           6         Dellery Charges         0.23.677         3.0469         0.32447         1.471         0.076           7         Ges Sopy Charges         0.23.677         3.0494         5.056         0.4444         0.076           9         Dece Sopy Charges         0.0404         7.26.549         3.0447         3.2649         3.0471         0.076           10         Dece Sopy Charges         0.0404         7.26.549         3.0447         3.2649         3.0471         0.76           11         Dece Sopy Charges         170.450         2.2615         177.427         2.3541         6.976         0.76         0.76         0.76         0.75         0.75         0.75         0.75         0.75         0.75         0.75         0.75         0.75         0.75         0.75         0.75         0.75         0.75         0.75         0.75         0.75         0.75		Gas Supply Charges							
5         Direct Purchase Mag         11,869         5.561           6         Direct Purchase Mag         633,477         3.0416         647,78         3.0469         3.0444         5.661           7         Gas Suppy Charges         6.03,077         3.0249         7.243,31         353,077         3.0444         5.054           9         Sates Service Inpact	3	Total Bill			2,490,774				
Image Rate MB         Cost Supply Charges         Cost Supply Charges									
6         Delivey Charges         6.03.827         3.049         3.249         3.4971         5.05           7         Desc Service Impact         2.2022         3.7289         7.246,541         3.2642         1.4773         0.05           9         Selse Service Impact         3.7289         7.246,541         3.5262         41.07         0.55           10         Derivey Charges         0.804         5.2330         0.717         2.5452         41.07         1.55           11         Derivey Charges         0.804         2.2380         0.917         2.5452         41.07         1.55           14         Derivey Charges         0.804         2.22855         17.74.27         2.551         41.07         1.15           15         Derivey Charges         2.40602         2.2845         17.74.27         2.551         4.07         1.15           16         Sast Service Impact         170.460         2.2845         7.75.0         0.07         0.07         0.75           17         Derivey Charges         2.46062         2.2845         7.75.0         0.27         0.07         0.75           16         Desc Service Impact         1.32.85         2.75.02         2.366         0.07									
7         C as Supply Charges         555.070         328.429         6.585.070         328.422         1.4.73         0.0%           9         Sales Service Impact         30.444         0.5%         30.444         0.5%           9         Sales Service Impact         30.444         0.5%         30.444         0.5%           9         Sales Service Impact         30.444         0.5%         30.444         0.5%           10         Derker Orange         30.809         1.0772         30.217         1.050         41.77         1.1%           11         Derker Orange         30.809         1.0772         30.221         1.0500         41.77         1.1%           13         Derker Orange         7.77.27         2.5541         6.76         4.1%         5.1%           14         Sate Service Impact         170.400         2.245.002         2.327.42         2.470.22         5.550         0.254         0.33%           15         Desker Orange         7.77.27         2.556         0.254         0.33%         0.07%         0.556         0.254         0.33%           16         Desker Orange         7.77.27         2.556         0.256         0.256         0.256         0.256	6		623.827	3.0916	658,798	3.2649	34.971		5.6%
8         Total Bit         208.897         33.726         2.246.347         38.8071         34.444         0.55           10         Derker Nurchase Impact         34.911         5.664         34.911         5.664           11         Derkery Charges         30.604         2.5530         3.474         5.966         410         5.1%           12         Derkery Charges         30.800         2.6230         3.474         5.966         410         5.1%           13         Total Bit         30.801         411079         32.442         7         .0.0%           13         Total Bit         30.801         411079         32.441         410         5.1%           14         Batter Tit         Derkery Charges         2.460.824         32.750         6.976         4.1%         4.1%           15         Derkery Charges         2.460.824         32.7552         42.760.8         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%	7	Gas Supply Charges	6,585,070	32.6349	6,586,543	32.6422			0.0%
0         Direct Purchase Impact         34.971         5.561           10         Definery Charges         0.064         8.0530         8.474         8.9668         410         5.16           11         Definery Charges         0.064         8.0530         8.474         8.9668         410         5.16           12         Gas Supply Charges         0.064         8.0530         8.474         8.9668         410         5.16           14         Saiss Service Impact         11.16         3.0521         41.6500         417         1.15           15         Definery Charges         170.450         2.2615         177.427         2.3541         6.77         4.1%         4.1%           16         Definery Charges         170.450         2.2615         177.427         2.3541         6.77         4.1%         4.1%           17         Federal Curron Charge         173.872         0.7000         73.872         0.7000         73.872         0.7000         73.872         0.7000         173.872         0.7000         173.872         0.7000         173.872         0.7000         173.872         0.7000         173.872         0.7000         173.872         0.7000         173.872         0.7000         173.8	8	Total Bill	7,208,897	35.7265	7,245,341	35.9071	36,444		0.5%
11       Delivery Charges       8.064       8.530       8.474       8.9686       410       5.1%         13       Total Bil       38.404       32.642       32.642       32.642       32.647       1.000       1.1%         13       Total Bil       38.640       32.642       32.647       32.642       32.647       1.1%       1.1%         14       Siles Service Impact       11.1%       31.77.452       2.3541       6.076       4.1%       4.1%         14       Delivery Charges       170.450       2.2615       177.427       2.3541       6.076       4.1%       4.1%         14       Delivery Charges       170.450       2.2616       3.75.542       2.75.22       0.25%       0.5%         20       Sales Bervice Impact       7.552       0.27%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       0.5%       <									
12         Class Supply Charges         30.840         32.842         7         0.0%           14         Sales Service Impact         33.950         41.1679         33.321         41.0699         41.7         1.1%           15         Direct Purchase Impact         410         5.1%         410         5.1%           16         Delawy Charges         77.7672         2.3541         6.976         4.1%         4.1%           17         Federal Carbon Charge         737.672         2.2649         2.4623         2.2242         5.00         0.0%         0.0%           19         Total Bit         3.880.11         44.6882         3.375.522         4.6785         7.528         0.25%         0.3%           20         Sales Service Impact         0.976         0.5%         4.1%         4.0%         4.0%         4.0%           20         Sales Service Impact         0.576         0.5%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%									
13         Total Bit         38.601         41.1670         33.321         41.6600         417         1.1%           14         Seles Service Impact         170.400         41.00         5.1%           15         Dired Purchase Impact         170.400         2.2615         177.427         2.3541         6.076         4.1%         4.1%           16         Ball Rat OL         7.7762         9.7900         7.77872         9.7900         7.77872         9.200         6.076         0.0%         0.0%         0.0%           17         Total Bit         3.385.012         44.6861         3.375.542         44.7802         7.526         0.2%         0.3%           10         Total Bit         11         3.385.012         44.6861         3.375.737         2.242.2         844         0.0%         0.0%         0.0%           2         Desch Purchase Impact         1.132.305         9.7900         -         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0% <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>									
14         Sales Service Impact         417         1.1%           15         Direct Purchase Impact         417         1.1%           16         Delevy Charges         170,450         2.2615         177,457         2.3541         6.976         4.1%         4.1%           17         Federal Cohon Charge         2.372,672         3.9380         277,857         3.97641         5.976         0.076         0.076           16         Delevy Charges         2.358,015         44.6864         3.375,542         44.7862         7.263         0.2%         0.378           20         Sales Service Impact         7.583         0.2%         0.378         4.178         0.076         0.1%         4.1%           21         Delevy Charges         1.12,238         2.945         275,922         2.3866         10.540         4.0%         0.0%         0.0%           23         Sales Service Impact         1.132,337         1.132,357         0.25%         0.3%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0% <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>									
15         Direct Purchase Impact         410         5.1%           16         Delivery Charges         170,450         2.2615         177,427         2.3541         6.976         4.1%         4.1%           17         Federal Cohon Charge         7.37.672         9.700         7.37.872         9.700         0.7%         0.0%         0.0%         0.0%           16         Gas Supply Charges         2.459.027         3.2642         4.7692         7.558         0.2%         0.3%           20         Sales Service Impact         7.558         0.2%         0.3%         0.3%         0.4%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.			30,904	41.1075	35,321	41.0050			
16       Delivery Charges       170.450       2.2615       177.427       2.3541       6.376       4.1%       4.1%         17       Federal Carbon Charge       2.469.622       3.2040       2.460.23       3.20402       550       0.0%       0.0%         18       Gas Supply Charges       2.469.623       3.20402       4.4785       7.526       0.2%       0.3%         20       Sales Service Impact		Direct Purchase Impact							
17       Federal Carbon Charge       777 722       9.7000        0.0%       0.0%         19       Federal Carbon Charge       2.249.962       3.26349       2.2492       500       0.0%       0.0%         19       Total Bil       3.388.015       3.26349       2.2492       500       0.0%       0.0%         20       Sales Service Impact       7.558       0.2%       0.3%       0.0%       0.0%         21       Direct Purchase Impact       7.539       0.2%       0.3%       0.0%       0.0%       0.0%         23       Patteral Carbon Charge       1.132.305       9.7900       1.132.305       9.7900       1.44.07%       4.0%         24       Delivery Charges       5.177.4522       2.24943       3.175.517       2.24421       0.07%       0.07%       0.0%         25       Total Bil       1.132.05       9.7900       1.0240       0.8%       4.0%         24       Delivery Charges       5.075.57       9.7900       0.07%       0.0%       0.0%         26       Sales Service Impact       11.486.872       44.872       44.872       1.67       0.0%       0.0%         27       Delivery Charges       5.269.577       9.7900 </td <td>40</td> <td></td> <td></td> <td></td> <td>4== +0-</td> <td>o o=</td> <td></td> <td></td> <td></td>	40				4== +0-	o o=			
18         Gas Supply Chargen         2.456.062         32.6449         2.440.843         326.422         550         0.0%         0.0%           20         Sales Service Impact         3.386.015         4.6884         3.375.542         7.528         0.2%         0.3%           21         Direct Purchase Impact         6.976         0.8%         4.1%           22         Sales Service Impact         6.976         0.8%         4.1%           22         Delwey Charges         1.12.205         2.75.92         2.9856         10.540         4.0%         4.0%           24         Gas Supply Charges         1.177.527         2.9856         7.000         4.0%         4.0%           25         Sales Service Impact         11.385         0.2%         0.3%         0.3%           26         Sales Service Impact         10.540         0.8%         3.8%         3.8%           27         Dread Purchase Impact         10.540         0.0%         0.0%         0.0%           27         Dread Purchase Impact         10.540         0.5%         0.3%         0.3%           28         Sales Service Impact         2.96.813         2.386.97         9.7900         -0.0%         0.0%		Delivery Charges					6,976		
19         Total Bit         3388.015         44.8884         3.375.542         44.7883         7.558         0.27%         0.33%           20         Sates Service Impact         0.576         0.05%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%         0.3%							- 550		
21         Direct Purchase Impact         6,976         0.8%         4.1%           2         Delivery Charges         1,25,305         2,75,922         2,3856         10,540         4.0%         4.0%           23         Federal Carbon Charge         1,122,305         3,7800         3,775,927         2,8462         0.0%         0.0%         0.0%           24         Gas Supply Charges         3,772,222         447,719         5,183,024         44,8176         11,385         0.2%         0.3%           25         Sales Service Impact         5,172,223         447,7194         5,183,024         44,8176         11,385         0.2%         0.3%           26         Sales Service Impact         5,98,813         2,389         621,811         2,4267         2,298         3,3%         3,85           27         Total Bill         11,499,803         4,4618         1,444,672         44,869         2,4569         0.2%         0.3%           31         Total Bill         1,149,803         4,4618         1,444,672         44,869         2,259         0.7%         0.3%           32         Sales Service Impact         2,269         0.7%         0.3%         0.0%         0.0%         0.0%         0.0%									
21         Direct Purchase Impact         6,976         0.8%         4.1%           2         Delivery Charges         1,25,305         2,75,922         2,3856         10,540         4.0%         4.0%           23         Federal Carbon Charge         1,122,305         3,7800         3,775,927         2,8462         0.0%         0.0%         0.0%           24         Gas Supply Charges         3,772,222         447,719         5,183,024         44,8176         11,385         0.2%         0.3%           25         Sales Service Impact         5,172,223         447,7194         5,183,024         44,8176         11,385         0.2%         0.3%           26         Sales Service Impact         5,98,813         2,389         621,811         2,4267         2,298         3,3%         3,85           27         Total Bill         11,499,803         4,4618         1,444,672         44,869         2,4569         0.2%         0.3%           31         Total Bill         1,149,803         4,4618         1,444,672         44,869         2,259         0.7%         0.3%           32         Sales Service Impact         2,269         0.7%         0.3%         0.0%         0.0%         0.0%         0.0%	20	Calas Carries Impact					7 506	0.2%	0.2%
22         Delivery Charges         225,32         2.2845         275,922         2.3856         10,540         4.0%         4.0%           24         Foderal Carbon Charge         3.774,532         326349         3.775,377         32.2422         8.44         0.0%         0.0%           24         Total Bill         5.172,220         44.7192         5.183,602         44.8178         11.385         0.2%         0.3%           26         Sales Sarvice Impact         11.385         0.2%         0.3%         0.0%         0.0%           27         Delivery Charges         598,813         2.3699         621.811         2.4267         722.998         3.8%         3.8%           28         Pederal Carbon Charge         2.508,597         9.7900         -         0.0%         0.0%           30         Total Bill         11.469,203         24.422         1.871         0.0%         0.0%           31         Total Bill         11.469,203         24.422         1.871         0.0%         0.0%           33         Direct Purchase Impact         22.986         0.7%         0.3%         0.7%         0.3%           34         Belivery Charges         761,862         1.2877         784,396		Direct Purchase Impact							
23         Federal Carbon Charge         1,132,305         9,7900         -         0.0%         0.0%           26         Gas Supply Charges         3,774,322         26,849         3,774,327         32,2422         844         0.0%         0.0%           26         Sales Service Impact         11,385         0.2%         0.3%         0.3%           27         Direct Purchase Impact         11,385         0.2%         0.3%         0.3%           27         Direct Purchase Impact         11,385         0.2%         0.3%         0.3%           28         Delivery Charges         508,813         2.3869         621,811         2.4267         22,998         3.8%         3.8%           29         Federal Carbon Charge         2.508,597         9,7000         -         0.0%         0.0%           31         Total Bil         11,469,803         44.47618         11.494,672         44.8889         0.2%         0.3%           32         Sales Service Impact         22,998         7.66,700         -         0.0%         0.0%           33         Direct Purchase Impact         22,298         0.364,322         13,324,62         2,2422         0.3%         0.3%           34	22		265 292	2 2045	275 022	2 2956	10 540	4.09/	4.0%
24         Gas Supply Charges         3,774,532         22,6349         3,775,377         22,2422         844         0.0%         0.0%           26         Sales Service Impact         11,385         0.2%         0.3%           27         Direct Purchase Impact         11,385         0.2%         0.3%           28         Sales Service Impact         11,385         0.2%         0.3%           29         Delivery Charges         598,813         2.3869         621,811         2.4267         22,998         3.8%         3.8%           29         Federal Carbon Charge         2.508,577         9.7900         -         0.0%         0.0%           30         Gas Supply Charges         6.362,393         32.8349         8.364,263         32.4222         1.871         0.0%         0.0%           31         Total Bill         11,498,903         44.7016         11.494,672         44.868         0.2%         0.3%           32         Sales Service Impact         22.896         3.8%         3.8%         3.8%           33         Direct Purchase Impact         22.890         1.3237         22.534         3.0%         3.0%           34         Delivery Charges         761,862         9.7900 </td <td></td> <td>Federal Carbon Charge</td> <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td>		Federal Carbon Charge					-		
25         Total Bill         5.172.220         44.7194         5.183.604         44.8178         11.385         0.2%         0.3%           26         Sales Service Impact         11.385         0.2%         0.3%         0.3%           27         Direct Purchase Impact         11.385         0.2%         0.3%         0.3%           28         Delivery Charges Impact         598.813         2.3869         621.811         2.4267         22.998         3.8%         0.0%           28         Delivery Charges         5.380.393         26.2481         32.42622         1.471         0.0%         0.0%           30         Total Bill         11.499.803         44.7618         11.494.672         44.8589         24.686         0.2%         0.3%           31         Direct Purchase Impact         24.988         0.2%         0.3%         0.3%           32         Sales Service Impact         2.899.1162         9.7900         -         0.0%         0.0%           33         Direct Purchase Impact         2.891.162         9.7900         -         0.0%         0.0%           34         Delivery Charges         761.862         1.8267         784.396         1.3237         22.534         0.3%		Gas Supply Charges				32.6422	844		
27         Direct Purchase Impact         10,540         0.8%         4.0%           28         Delivery Charges         598,813         2.389         621,811         2.4267         22.998         3.8%         3.8%           29         Federal Carbon Charge         2.508,597         9.7900         2.508,597         2.6422         1.871         0.0%         0.0%           31         Total Bill         11.469,803         44.7618         11.494,672         44.8589         24.868         0.2%         0.3%           32         Sales Service Impact         24.668         0.2%         0.3%         3.8%           34         Delivery Charges         761,862         1.2857         784.396         1.3237         22.534         3.0%         3.0%           34         Delivery Charges         19.338,136         23.62402         43.2759         26.860         0.1%         0.0%         0.0%           34         Delivery Charges         19.338,136         23.62402         43.2759         26.860         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%	25	Total Bill	5,172,220	44.7194	5,183,604	44.8178	11,385	0.2%	0.3%
28         Delivery Charges         598,813         2.3369         621,811         2.4267         22,998         3.8%         3.8%           97         Federal Carbon Charge         2.508,597         9.7900         -         0.0%         0.0%           31         Total Bill         11.469,803         44.7618         11.494,672         44.8589         24.868         0.2%         0.3%           32         Sales Service Impact         24.868         0.2%         0.3%         3.8%           33         Direct Purchase Impact         24.868         0.2%         0.3%         3.8%           34         Delivery Charges         761,862         1.2857         784,396         1.3237         22,534         3.0%         3.0%           35         Sales Service Impact         25,901,160         43.7106         25,928,020         43.7559         26,860         0.1%         0.1%           36         Sales Service Impact         25,901,160         43.7106         25,928,020         43.7559         26,860         0.1%         0.1%         0.1%           37         Total Bill         25,901,160         43.3716         22,938         0.2%         3.2%         3.2%         0.0%         0.0%         0.4%									
28         Delivery Charges         598,813         2.3369         621,811         2.4267         22,998         3.8%         3.8%           97         Federal Carbon Charge         2.508,597         9.7900         -         0.0%         0.0%           31         Total Bill         11.469,803         44.7618         11.494,672         44.8589         24.868         0.2%         0.3%           32         Sales Service Impact         24.868         0.2%         0.3%         3.8%           33         Direct Purchase Impact         24.868         0.2%         0.3%         3.8%           34         Delivery Charges         761,862         1.2857         784,396         1.3237         22,534         3.0%         3.0%           35         Sales Service Impact         25,901,160         43.7106         25,928,020         43.7559         26,860         0.1%         0.1%           36         Sales Service Impact         25,901,160         43.7106         25,928,020         43.7559         26,860         0.1%         0.1%         0.1%           37         Total Bill         25,901,160         43.3716         22,938         0.2%         3.2%         3.2%         0.0%         0.0%         0.4%		Large Rate T1							
30         Gas Supply Charges         8.862,393         32.6349         8.342,633         32.6422         1.871         0.0%         0.0%           31         Total Bill         11.469,803         44.7618         11.494,672         44.8589         24.868         0.2%         0.3%           32         Sales Service Impact         24.868         0.2%         0.3%         22.998         0.7%         3.8%           33         Direct Purchase Impact         22.998         0.7%         3.8%         22.998         0.7%         3.8%           44         Delivery Charges         761,862         1.2857         784,396         1.3237         22.534         3.0%         3.0%           6         Gas Supply Charges         19.381,36         32.6349         1.942,462         32.6422         4.366         0.0%         0.0%           36         Gas Supply Charges         1.864,920         0.9429         1.924,194         0.9728         26.860         0.1%         0.1%           37         Total Bill         85777.066         43.3678         85.85779         43.4050         -         0.0%         0.0%           44         Sales Service Impact         180.432,00         0.9429         1.924,194         0.9728 <td>28</td> <td></td> <td>598,813</td> <td>2.3369</td> <td>621,811</td> <td>2.4267</td> <td>22,998</td> <td>3.8%</td> <td>3.8%</td>	28		598,813	2.3369	621,811	2.4267	22,998	3.8%	3.8%
31         Total Bill         11,469,803         44,7618         11,494,672         44,8589         24,868         0.2%         0.3%           32         Sales Service Impact         24,868         0.2%         0.3%         0.3%           33         Direct Purchase Impact         24,868         0.2%         0.3%         0.3%           34         Delivery Charges         761,862         1.2857         784,396         1.3237         22,534         3.0%         0.0%           36         Gas Supply Charges         19,338,136         32,6349         19,342,462         32,6422         4,326         0.0%         0.0%           37         Total Bill         25,901,160         43,7106         25,928,020         43,7559         26,860         0.1%         0.1%         0.1%           39         Direct Purchase Impact         22,634         0.3%         3.0%         0.0%         0.0%         0.0%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%							-		
22         Sales Service Impact         24.868         0.2%         0.3%           33         Direct Purchase Impact         22.998         0.7%         3.8%           34         Delivery Charges         761.862         1.287         784.396         1.3237         22.534         3.0%         0.0%           36         Gas Supply Charges         19.338.136         32.6391         19.324.662         32.6422         4.226         0.0%         0.0%         0.0%           37         Total Bill         25.801,160         43.7106         25.928,020         43.7552         26.860         0.1%         0.1%         0.1%           38         Sales Service Impact         25.801,160         43.7106         25.928,020         43.7552         26.860         0.1%         0.1%           39         Direct Purchase Impact         25.802,02         0.429         1.924,194         0.8726         3.2%         0.3%         3.0%         3.0%           40         Delivery Charges         1.864.920         0.9429         1.924,194         0.9728         59.274         3.2%         0.3%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         <									
33         Direct Purchase Impact         22,998         0.7%         3.8%           34         Delvery 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         -         0.0%         0.0%         0.0%           36         Gas Supply Charges         19.381.36         32.8349         19.342.462         32.8422         4.326         0.0%         0.0%         0.0%           37         Total Bill         25.901.160         43.7106         25.920.02         43.7559         26.860         0.1%         0.1%           38         Sales Service Impact         26.901.160         43.7106         25.920.02         43.7559         26.860         0.1%         0.1%           40         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         -         0.0%         0.0%           42         Gas Supply Charges         1.864.920         0.9429         1.924.194         0.9728         59.274	31	I otal Bill	11,469,803	44.7618	11,494,672	44.8589	24,868		
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         -         0.0%         0.0%           36         Gas Supply Charges         19.338,136         32.6349         19.342.462         32.6422         4.326         0.0%         0.0%           37         Total Bill         25.901.160         43.7106         25.828.020         43.7559         26.860         0.1%         0.1%         0.1%           38         Sales Service Impact         25.901.160         43.7106         25.828.020         43.7559         26.860         0.1%         0.1%           39         Direct Purchase Impact         22.534         0.3%         3.0%         3.0%           40         Delivery Charges         1.864.920         0.9429         1.924.194         0.9728         59.274         3.2%         3.2%           41         Federal Carbon Charge         19.363.62         9.7900         -         0.0%         0.0%           42         Gas Supply Charges         18.367.77.066         43.3678         85.507.79         43.4050         73.713         0.1%         0.1% </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>									
35         Federal Carbon Charge         5,801,162         9,7900         5,801,162         9,7900         -         0.0%         0.0%           36         Gas Supply Charges         19,338,136         32,6349         19,342,462         32,6422         4,326         0.0%         0.0%         0.0%           37         Total Bill         25,901,160         43,7106         25,922,020         43,7559         26,860         0.1%         0.1%           38         Sales Service Impact         22,591,160         43,7106         25,922,020         43,7559         26,860         0.1%         0.1%           39         Direct Purchase Impact         22,591,160         9,7900         1,924,194         0.9728         59,274         3.2%         3.2%           40         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         7,308,626         9,7900         -         0.0%         0.0%           43         Total Bill         85,777.066         43.3678         85,850,779         43.4050         73,713         0.1%         0.1%           44         Sales Service Impact		Small Rate T2							
36         Gas Supply Charges         19.338,136         32.6349         19.342,462         32.6422         4.326         0.0%         0.0%           37         Total Bill         25,901,160         43.7106         25,928,020         43.7559         26,660         0.1%         0.1%           38         Sales Service Impact         26,860         0.1%         0.1%         0.1%           39         Direct Purchase Impact         26,860         0.1%         0.1%         0.3%         3.0%           Average Rate T2         18,864,920         0.9429         1,924,194         0.9728         59,274         3.2%         3.2%           40         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         -         0.0%         0.0%         0.0%           42         Gas Supply Charges         64,545,20         32,6349         64,652,958         32,6422         14,439         0.0%         0.0%           44         Sales Service Impact         59,274         0.3%         3.2%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%							22,534		
37         Total Bill         25,901,160         43.7106         25,928,020         43.7559         26,860         0.1%         0.1%           38         Sales Service Impact         26,860         0.1%         0.1%         0.1%           39         Direct Purchase Impact         22,534         0.3%         3.0%           40         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         -         0.0%         0.0%         0.0%           42         Gas Supply Charges         64,548,520         32,24349         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         Delivery Charges         3,095,123         0,8363         3,198,234         0,8642         103,111         3.3%         3.3%           46         Delivery Charges         3,025,173         9,7900         -         0.0%         0.0%           47         Federal Carbon Charge         3,221,713         9,		Federal Carbon Charge					-		
38         Sales Service Impact         26,860         0.1%         0.1%           39         Direct Purchase Impact         22,534         0.3%         3.0%           Average Rate T2         0         Delevey Charges         1,864,920         0.9429         1,924,194         0.9728         59,274         3.2%         3.2%           40         Delevey Charges         19,363,626         9,7900         19,363,626         9,7900         -         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%         0.0%<									
39         Direct Purchase Impact         22,534         0.3%         3.0%           Average Rate 12         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0	20	Cales Carries Impact							
40         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         -         0.0%         0.0%           42         Gas Supply Charges         64,548,520         32,8349         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         Sales Service Impact         73,713         0.1%         0.1%         0.1%           45         Direct Purchase Impact         73,713         0.3%         3.2%         3.2%           Large Rate 12         0.95,123         0.8363         3,198,234         0.8642         103,111         3.3%         3.3%           46         Delivery Charges         3.025,123         0.8363         3,198,234         0.8642         103,111         3.3%         3.3%           47         Federal Carbon Charge         3.02,713         9.7900         -         0.0%         0.0%           48         Gas Supply Charges         120,778,175         32.6349		Direct Purchase Impact							
41         Federal Carbon Charge         19,383,626         9,7900         19,383,626         9,7900         10,383,626         9,7900         10,383,626         9,7900         10,383,626         9,7900         10,383,626         9,7900         10,383,626         9,7900         10,383,626         9,7900         10,383,626         9,7900         10,383,626         9,7900         10,383,626         9,7900         10,383,626         9,7900         10,383,626         14,439         0.0%         0.0%         0.0%           43         Total Bill         85,677,7066         43,3678         85,850,779         43,4050         73,713         0.1%         0.1%           44         Sales Service Impact         59,274         0.3%         3,2%         59,274         0.3%         3,2%           Large Rate T2         6         0         0.95,173         0.8363         3,198,234         0.8642         103,111         3.3%         3,3%           47         Federal Carbon Charge         32,6231,713         9,7900         -         0.0%         0.0%         0.0%           48         Gas Supply Charges         32,6212         120,805,192         32,6422         27,016         0.0%         0.1%           10         0.155,11         43,261	40		1 964 000	0.0420	1 024 104	0.0729	50 274	2.00/	2.00/
42         Gas Supply Charges         64,548,520         32,6349         64,662,958         32,6422         14,439         0.0%         0.0%           43         Total Bill         85,777,066         43,3676         85,850,779         43,4050         73,713         0.1%         0.1%           44         Sales Service Impact         73,713         0.1%         0.1%         0.1%           45         Direct Purchase Impact         59,274         0.3%         3.2%           Large Rate 12         60         0.95,123         0.8363         3,198,234         0.8642         103,111         3.3%         3.3%           47         Federal Carbon Charge         36,231,713         9.7900         36,231,713         9.7900         -         0.0%         0.0%           48         Gas Supply Charges         120,778,175         32.6349         120,065,192         32.6422         27,016         0.0%         0.0%           49         Total Bill         160,105,011         43.2612         160,235,139         43.2642         130,128         0.1%         0.1%           50         Sales Service Impact         130,128         0.1%         0.1%         0.1%           51         Direct Purchase Impact         103,111 <td></td> <td></td> <td>1,004,920</td> <td></td> <td>1,924,194</td> <td></td> <td>59,274</td> <td></td> <td></td>			1,004,920		1,924,194		59,274		
43         Total Bill         85,777,066         43.3678         85,850,779         43.4050         73,713         0.1%         0.1%           44         Sales Service Impact         73,713         0.1%         0.1%         0.1%         0.1%           44         Sales Service Impact         73,713         0.1%         0.1%         0.1%           45         Direct Purchase Impact         59,274         0.3%         3.2%           46         Delivery Charges         3,095,123         0.8363         3,198,234         0.8642         103,111         3.3%         3.3%           47         Federal Carbon Charge         36,231,713         9,7900         -         0.0%         0.0%           48         Gas Supply Charges         120,778,175         32,6349         120,205,192         32,6422         27,016         0.0%         0.0%           49         Total Bill         160,105,011         43,2612         160,235,139         43,2964         130,128         0.1%         0.1%         0.1%           50         Sales Service Impact         103,111         0.3%         3.3%         3.3%         3.3%         3.3%         0.1%         0.1%         0.1%         0.1%         0.1%         0.1%				32.6349			14,439		
45         Direct Purchase Impact         59,274         0.3%         3.2%           Large Rate T2         46         Delivery Charges         3.095,123         0.8363         3.198,234         0.8642         103,111         3.3%         3.3%           46         Delivery Charges         36,231,713         9.7900         36,231,713         9.7900         -         0.0%         0.0%         0.0%           47         Federal Carbon Charge         36,231,713         9.7900         36,231,713         9.7900         -         0.0%         0.0%         0.0%           48         Gas Supply Charges         120,778,175         32,6349         120,806,192         32,6422         27,016         0.0%         0.0%           49         Total Bill         160,105,011         43,2612         160,235,139         43,2864         130,128         0.1%         0.1%           50         Sales Service Impact         130,128         0.1%         0.1%         0.1%         0.1%         0.1%           51         Direct Purchase Impact         130,111         0.3%         3.3%         103,111         0.3%         3.3%           52         Delivery Charges         6,106,748         2.2393         6,477,393         2.3752	43		85,777,066	43.3678	85,850,779	43.4050	73,713	0.1%	0.1%
46         Delivery Charges         3.095 123         0.8363         3.198,0234         0.8642         103,111         3.3%         3.3%           47         Federal Carbon Charge         36,231,713         37,900         36,231,713         97900         -         0.0%         0.0%           48         Gas Supply Charges         120,778,175         32,6349         120,805,192         32,6422         27,016         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         103,111         0.3%         3.3%         3.3%           51         Direct Purchase Impact         103,112         0.1%         0.1%         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         95,106,07         34,8742         95,496,590         35,0174         330,553         0.4%           55         Sale Service								•••••	
46         Delivery Charges         3.095 123         0.8363         3.198,0234         0.8642         103,111         3.3%         3.3%           47         Federal Carbon Charge         36,231,713         37,900         36,231,713         97900         -         0.0%         0.0%           48         Gas Supply Charges         120,778,175         32,6349         120,805,192         32,6422         27,016         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         103,111         0.3%         3.3%         3.3%           51         Direct Purchase Impact         103,112         0.1%         0.1%         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         95,106,07         34,8742         95,496,590         35,0174         330,553         0.4%           55         Sale Service		Large Rate T2							
48         Gas Supply Charges         120,778,175         32,8349         120,805,192         32,6422         27,016         0.0%         0.0%           49         Total Bili         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%         0.1%           51         Direct Purchase Impact         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         89,999,288         32,6349         89,019,196         32,6422         19,908         0.0%           54         Total Bill         95,106,037         34,8742         95,496,590         32,6422         19,908         0.0%           55         Sales Service Impact         390,553         0.4%         0.4%         0.4%	46	Delivery Charges	3,095,123		3,198,234		103,111		3.3%
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%         0.1%           51         Direct Purchase Impact         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         35.074         330,553         0.4%           55         Sales Service Impact         390,553         0.4%         0.4%							-		
50         Sales Service Impact         130,128         0.1%         0.1%           51         Direct Purchase Impact         103,111         0.3%         3.3%           Large Rate T3         0.1%         0.1%         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         Sales Service Impact         390,553         0.4%         0.4%         0.4%									0.0%
51         Direct Purchase Impact         103,111         0.3%         3.3%           Large Rate T3			100,105,011	43.2012	100,235,139	43.2904			
52         Delivery Charges         6,106,748         2,293         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         35,074         330,553         0.4%           55         Sales Service Impact         390,553         0.4%         0.4%         0.4%							, .		
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         Sales Service Impact         390,553         0.4%	_								
54         Total Bill         95,106,037         34.8742         95,496,590         35.0174         390,553         0.4%           55         Sales Service Impact         390,553         0.4%		Delivery Charges							
55 Sales Service Impact 390,553 0.4%									
			30,100,037	51.0142	35, 130,030	55.0174			

Notes: (1) Oct. 1, 2022 QRAM, approved Sept. 22, 2022.

Line No.

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### 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

Particulars	Billing Units	Current Approved Forecast Usage (1) (a)	Current Approved Base Revenue (2) (\$000s) (b)	Current Approved Base Rates (3) (cents / m ³ ) (c)	Adjustments to 2 2022 Upstream Transportation (4) (\$000's) (d)	2022 Base Rates 2022 Capital Pass-Through Adjustment (5) (\$000's) (e)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
Rate 01 General Service							
Monthly Charge	bills	3,839,732	85.151	\$22.18	-	3,959	89,110
Monthly Delivery Charge - All Zones							
First 100 m ³	10³m³	270,317	26,981	9.9813	(578)	(853)	25,550
Next 200 m ³	10³m³	306,938	29,899	9.7411	(621)	(945)	28,333
Next 200 m ³	10³m³	133,899	12,534	9.3606	(260)	(396)	11,878
Next 500 m ³	10³m³	91,454	8,241	9.0115	(171)	(261)	7,810
Over 1,000 m ³	10³m³	114,119	9,954	8.7229	(206)	(315)	9,434
Delivery Commodity charge - 01		916,727	87,610	9.5568	(1,836)	(2,770)	83,004
Total Delivery - 01		916,727	172,760	18.8454	(1,836)	1,189	172,114
Gas Transportation							
Union North West	10 ³ m ³	267,830	12,471	4.6563	(12,425)	(1)	45
Union North East	10 ³ m ³	659,134	15,637	2.3723	(13,737)	(23)	1,877
Transportation - 01		926,963	28,108	3.0322	(26,162)	(23)	1,922
Storage							
Union North West	10³m³	264,872	5,783	2.1832	(1,043)	(1,338)	3,402
Union North East	10³m³	651,855	38,645	5.9284	(22,672)	(4,508)	11,464
Storage - 01		916,727	44,427	4.8463	(23,716)	(5,846)	14,866
Total Rate 01		916,727	245,295	26.7577	(51,713)	(4,679)	188,902

Notes:

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n). (1)

Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).

(2) (3) (4) (5) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).

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 to 2023 Base Rates											
Line No.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's) (g)	Price Cap Index (%) (h)	2023 Upstream Transportation (7) (\$000's) (i)	2023 Capital Pass-Through Adjustment (8) (\$000's) (j)	Monthly Customer Charge Adjustment (\$000's) (k)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10 ³ m ³ ) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m ³ ) (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	10³m³	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	10³m³	428		260	412	82	13,059	(6,307)	127,592	10.2353
5	Next 500 m ³	10 ³ m ³	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	10³m³	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

Notes:

Exhibit B, Tab 1, Schedule 1, Section 1.

Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).

(6) (7) (8) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 2.

(9) (10) 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).

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

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) (c)	Adjustments to 2 2022 Upstream Transportation (4) (\$000's) (d)	022 Base Rates 2022 Capital Pass-Through Adjustment (5) (\$000's) (e)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
	Rate 10 General Service							
1	Monthly Charge Monthly Delivery Charge - All Zones	bills	24,629	1,821	\$73.92	-	58	1,879
2	First 1.000 m ³	10 ³ m ³	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	10³m³	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

Notes:

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n). (1)

Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).

(2) (3) (4) (5) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).

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

	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)	Proposed Base Revenue (\$000's)	NAC / LRAM Usage Adjustment (9) (10 ³ m ³ )	Proposed Base Rates Forecast Usage	Proposed Base Rates (10) (cents / m³)	
			(g)	(h)	(i)	(j)	(k)	(l) = sum(f:k)	(m)	(n) = (a + m)	(o) = (l / 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	10³m³	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	10 ³ m ³	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	

Notes:

Exhibit B, Tab 1, Schedule 1, Section 1. (6)

Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).

(7) (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).

(9) (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 / m ³ )	(\$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	10 ³ m ³ /d	23,260	7,412	31.8679	-	(827)	6,585
3	All over 70,000 m ³	10³m³/d	19,701	3,692	18.7399	-	(412)	3,280
	Monthly Commodity Charge							
4	First 852,000 m ³	10 ³ m ³	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	10 ³ m ³	2,962	1,296	43.7547	(998)	(101)	197
10	Union North East	10 ³ m ³	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	10 ³ m ³	28,383	752	2.6479	(660)	-	91
13	Union North East	10 ³ m ³	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	10 ³ m ³	33,976					
17	Commodity Transportation 2 - 20	-	48,479		-			<u> </u>
	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

Notes:

(1) (2) 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) (4) 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

Line No.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's) (g)	Price Cap Index (%) (h)	2023 Upstream Transportation (7) (\$000's) (i)	2023 Capital Pass-Through Adjustment (8) (\$000's) (j)	Customer Charge Adjustment (\$000's) (k)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10 ³ m ³ ) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m³) (o) = (I / n)
	Rate 20 Medium Volume Firm Service										
1	Monthly Charge	bills	29		-	(18)		816	-	748	\$1,090.76
2 3	Monthly Demand Charge First 70,000 m ³ All over 70,000 m ³ Monthly Commodity Charge	10³m³/d 10³m³/d	237 118		-	837 417		7,659 3,815	-	23,260 19,701	32.9290 19.3639
4	First 852,000 m ³	10³m³	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 Total Delivery - 20	10 ³ m ³	496	3.6%	- 132	- 1,910		114 16,328	(371)	460 599,904	\$248.07 2.7218
0	Total Delivery - 20		490	3.0%	132	1,910		10,328	(371)	599,904	2.7218
9 10 11	Gas Supply Demand Charge Union North West Union North East Gas Supply Demand - 20	10³m³ 10³m³	7 9 16	3.6%	998 1,361 2,360	101 133 234	- 	1,304 1,759 3,063	- 	2,962 3,911 6,873	44.0086 44.9861 44.5649
	Commodity Transportation 1										
12	Union North West	10 ³ m ³	3		660	-	-	755	-	28,383	2.6595
13 14	Union North East Commodity Transportation 1 - 20	10 ³ m ³	4	3.6%	706			829		45,073 73,456	1.8385 2.1557
14	Commodity transportation 1 - 20		0	3.0%	1,307			1,364		73,430	2.1557
15 16	Commodity Transportation 2 Union North West Union North East	10³m³ 10³m³	-		-	-	-	-	-	14,503 33,976	-
17	Commodity Transportation 2 - 20		-	0.0%	-		-	-	-	48,479	-
18 19 20	Storage (GJ's) Demand Commodity Gas Supply Transportation - 20	GJ/d	24 4 52	3.6%	1,030 33 4,789	155 14 402		1,870 167 6,683	- - -	99,288 639,477 121,935	18.835 0.261 5.4809
21	Total Rate 20		548	3.6%	4,921	2,312		23,011	(371)	599,904	3.8358

Notes:

(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).

### Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 7 of 26

### UNION RATE ZONES Derivation of Base Rates Union North In-Franchise

Effective January 1, 2023

						Adjustments to 2		
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) (c)	2022 Upstream Transportation (4) (\$000's) (d)	2022 Capital Pass-Through Adjustment (5) (\$000's) (e)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
	Rate 25 Large Volume Interruptible Service				A050.40			
1	Monthly Charge	bills 10³m³	842 159,555	295	\$350.19 3.1274	-	36	331 4,523
2 3	Monthly Delivery Charge Transportation Account Charge		159,555	4,990	\$239.45	-	(467)	
3	Total Delivery - 25	bills	159,555	9 5,293	3.3176	<u> </u>	(431)	9 4,862
4	Total Delivery - 25	-	159,555	5,295	3.3170		(431)	4,002
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
	Rate 100 Large Volume Firm Service							
7	Monthly Charge	bills	226	351	\$1,553.83	-	12	364
8	Demand	10 ³ m ³ /d	71,975	12,415	17.2497	-	(1,869)	10,546
9	Commodity	10³m³	1,814,933	4,550	0.2507	(9)	(623)	3,918
10	Delivery (Commodity/Demand)	-	1,814,933	17,317	0.9541	(9)	(2,492)	14,816
11	Transportation Account Charge	bills	226	54	\$239.45	-	· ·	54
12	Total Delivery - 100	-	1,814,933	17,371	0.9571	(9)	(2,480)	14,882
	Gas Supply Demand Charge							
13	Union North West	10 ³ m ³	-	-	79.9636	-	-	-
14	Union North East	10³m³	-	-	120.1986	-	-	-
	Commodity Transportation 1							
15	Union North West	10³m³	-	-	4.4856	-	-	-
16	Union North East	10 ³ m ³	-	-	6.8739	-	-	-
	Commodity Transportation 2							
17	Union North West	10 ³ m ³	-	-	-	-	-	-
18	Union North East	10 ³ m ³	-	-	-	-	-	-
	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
		-						

Notes:

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n). (1)

(2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).

(3) (4) (5) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d).

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 8 of 26

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) (g)	Price Cap Index (%) (h)	2023 Upstream Transportation (7) (\$000's) (i)	2023 Capital Pass-Through Adjustment (8) (\$000's) (j)	Customer Charge Adjustment (\$000's) (k)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10 ³ m ³ ) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m³) (o) = (I / n)
1 2 3 4	Rate 25 Large Volume Interruptible Service Monthly Charge Monthly Delivery Charge Transportation Account Charge Total Delivery - 25	bills 10³m³ bills	12 163 0 175	3.6%	- - - -	(33) 475 	<u> </u>	310 5,160 <u>9</u> 5,479		842 159,555 <u>36</u> 159,555	\$368.56 3.2341 \$248.07 3.4342
5 6	Gas Supply Transportation Total Rate 25	10 ³ m ³	176	3.6%	502 502	(4)		519 5,999		42,913	1.2105 3.7598
7 8 9 10 11	Rate 100 Large Volume Firm Service Monthly Charge Demand Commodity Delivery (Commodity/Demand) Transportation Account Charge	bills 10³m³/d 10³m³ bills	13 380 <u>141</u> 534 2	3.6%	- - 9 	(10) 1,874 <u>625</u> 2,499	<u>-</u>	366 12,800 <u>4,693</u> <u>17,859</u> 56	(4,974) (4,974)	226 71,975 <u>1,809,958</u> <u>1,809,958</u> 226	\$1,620.86 17.7842 0.2593 0.9867 \$248.07
12	Total Delivery - 100 Gas Supply Demand Charge		536	3.6%	9	2,489		17,915	(4,974)	1,809,958	0.9898
13 14	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	-		-	-	:	-	-	-	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	<u> </u>	18,235	(4,974)	1,809,958	1.0075

Notes:

(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).

### Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 9 of 26

### UNION RATE ZONES Derivation of Base Rates Union South In-Franchise

Effective January 1, 2023

						Adjustments to 2		
			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 / m ³ )	(\$000's)	(\$000's)	(\$000's)
			(a)	(b)	(c)	(d)	(e)	(f) = (b+d+e)
	M1							
1	Monthly Charge	bills	12,706,802	281,788	\$22.18	-	6,888	288,676
	Monthly Delivery Commodity Charge							
2	First 100 m ³	10 ³ m ³	869,725	39,881	4.5855	-	(2,940)	36,941
3	Next 150 m ³	10 ³ m ³	772,291	33,704	4.3641	-	(2,485)	31,219
4	All over 250 m ³	10³m³	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	bills	81,451	6,021	\$73.92	-	220	6,241
	Monthly Delivery Commodity Charge							
9	First 1,000 m ³	10³m³	58,676	2,491	4.2459	-	(179)	2,312
10	Next 6,000 m ³	10³m³	285,552	11,911	4.1712	-	(858)	11,053
11	Next 13,000 m ³	10³m³	322,659	12,661	3.9240	-	(912)	11,749
12	All over 20,000 m ³	10³m³	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

Notes:

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n).

(1) (2) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).

(3) (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 10 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.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's) (g)	Price Cap Index (%) (h)	2023 Upstream Transportation (7) (\$000's) (i)	2023 Capital Pass-Through Adjustment (8) (\$000's) (j)	Customer Charge Adjustment (\$000's) (k)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10 ³ m ³ ) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m³) (o) = (l / n)
	M1										
1	Monthly Charge Monthly Delivery Commodity Charge	bills	10,392		-	(5,901)	(1,185)	291,983	-	12,706,802	\$22.98
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 m ³	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 Monthly Delivery Commodity Charge	bills	225		-	(189)	(38)	6,238	-	81,451	\$76.58
9	First 1,000 m ³	10 ³ m ³	83		-	180	7	2,582	(4,084)	54,593	4.7294
10	Next 6,000 m ³	10 ³ m ³	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

Notes:

Exhibit B, Tab 1, Schedule 1, Section 1. (6)

Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 12, column (d). (7)

(8) (9) 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).

### Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 11 of 26

UNION RATE ZONES Derivation of Base Rates Union South In-Franchise

Effective January 1, 2023

						Adjustments to 2		
			Current Approved	Current Approved	Current Approved	2022 Upstream	2022 Capital 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 / m ³ )	(\$000's)	(\$000's)	(\$000's)
		·	(a)	(b)	(c)	(d)	(e)	(f) = (b+d+e)
	M4 Firm Commercial/Industrial Contract Rate							
	Monthly Demand Charge							
1	First 8,450 m ³	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	10³m³	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)	10³m³	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

### Notes:

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).

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).

(1) (2) (3) (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 12 of 26

UNION RATE ZONES
Derivation of Base Rates
Union South In-Franchise
Effective January 1, 2023

			A								
Line No.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's) (g)	Price Cap Index (%) (h)	2023 Upstream Transportation (7) (\$000's) (i)	2023 Capital Pass-Through Adjustment (8) (\$000's) (j)	Customer Charge Adjustment (\$000's) (k)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10 ³ m ³ ) (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 m ³	10 ³ m ³ /d	214		-	794		6,956	-	12,905	53.8998
2	Next 19,700 m ³	10 ³ m ³ /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	150		-	735		5,056	(13,205)	269,136	1.8787
5	All remaining use	10³m³	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)	10³m³	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

Notes:

(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).

### Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 13 of 26

#### UNION RATE ZONES Derivation of Base Rates Union South In-Franchise

Effective January 1, 2023

						Adjustments to 2	2022 Base Rates	
			Current	Current	Current	2022	2022 Capital	
			Approved	Approved	Approved	Upstream	Pass-Through	
Line		Dilling	Forecast	Base Revenue	Base Rates	Transportation	Adjustment	Adjusted Base Revenue
No.	Particulars	Billing Units	Usage (1)	(2) (\$000's)	(3) (cents / m³)	(4) (\$000's)	(5) (\$000's)	(\$000's)
110.	T articulars	01113	(a)	(b)	(c)	(d)	(e)	(f) = (b+d+e)
	M7 Special Large Volume Contract Rate							
	Firm Contracts							
1	Monthly Demand Charge	10³m³/d	14,220	3,795	26.6912	-	(609)	3,187
2	Monthly Delivery Commodity Charge	10 ³ m ³	113,614	621	0.5468		0	622
3	Total Delivery - Firm M7	-	113,614	4,417	3.8875		(609)	3,808
	Interruptible / Seasonal Contracts							
4	Monthly Delivery Commodity Charge	10³m³	3,712	37	1.0100	-	4	42
5	Total Rate M7	-	117,326	4,454	3.7965		(605)	3,850
		-						
	M9 Large Wholesale Service							
6	Monthly Demand Charge	10³m³/d	3,993	805	20.1633	-	(122)	683
7	Monthly Delivery Commodity Charge	10³m³	60,750	229	0.3775		0	230
8	Total Rate M9	=	60,750	1,034	1.7027		(121)	913
	M10 Small Wholesale Service							
9	Monthly Delivery Commodity Charge	10³m³	189	14	7.5600	-	(3)	11
	, <b>.</b>	-						
10	Total Rate M10	-	189	14	7.5600		(3)	11
			Notes:					

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (n). (1)

Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 9, column (d).

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).

(2) (3) (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 14 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.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's) (g)	Price Cap Index (%) (h)	2023 Upstream Transportation (7) (\$000's) (i)	2023 Capital Pass-Through Adjustment (8) (\$000's) (j)	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) = (l / 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	<u>-</u>	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%	- 	123 (0) 123	<u>-</u>	831   1,069	- - -	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	<u> </u>	189	9.9311	

Notes: (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).

### Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 15 of 26

UNION RATE ZONES Derivation of Base Rates Union South In-Franchise Effective January 1, 2023

						Adjustments to 2		
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) (c)	2022 Upstream Transportation (4) (\$000's) (d)	2022 Capital Pass-Through Adjustment (5) (\$000's) (e)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
	T1 Storage and Transportation Storage (\$/GJ's) Demand:							
1	Firm injection / withdrawal 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	-	(7) (2)	234
3	Incremental firm injection right	GJ/d/mo.	100,000	230	1.415	-	(2)	234
4	Interruptible	GJ/d/mo.	62,244	82	1.415	-	-	82
5	Space	GJ/d/mo.	22,396,680	266	0.012	-	11	277
6	Commodity (Customer Provides)	GJ	2,750,300	33	0.012	-	0	33
7	Commodity (Union Provides)	GJ	-	-	0.048	-	-	-
8	Customer supplied fuel	GJ	16,442	57	-	-	-	57
	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 m³ Commodity Firm	10³m³/d/mo.	13,002	2,836	21.8148	-	(423)	2,413
11	All Volumes	10 ³ m ³	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

Notes:

(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).

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).

(3) (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 16 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.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's) (g)	Price Cap Index (%) (h)	2023 Upstream Transportation (7) (\$000's) (i)	2023 Capital Pass-Through Adjustment (8) (\$000's) (j)	Customer Charge Adjustment (\$000's) (k)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10 ³ m ³ ) (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 m³ Commodity Firm	10³m³/d/mo.	87		-	405		2,905	-	13,002	22.3465	
11	All Volumes	10 ³ m ³	13		-	(4)		383	(1,087)	442,591	0.0866	
12	Interruptible	10 ³ m ³	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	10 ³ m ³	10		-	-		276	-	2,979	-	
15	Total Rate T1		360	3.6%		928		11,274	(1,228)	500,260	2.2535	

Notes:

(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).

### Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 17 of 26

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) (c)	Adjustments to 2 2022 Upstream Transportation (4) (\$000's) (d)	2022 Base Rates 2022 Capital Pass-Through Adjustment (5) (\$000's) (e)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
	T2 Storage and Transportation							
	Storage (\$/GJ's)							
	Demand:							
	Firm injection / withdrawal						()	
1	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 4	Incremental firm injection right	GJ/d/mo. GJ/d/mo.	- 415.704	- 543	1.415 1.415	-	-	- 543
4 5	Interruptible Space	GJ/d/mo.	415,704	1,266	0.012	-	- 52	1,318
6	Commodity (Customer Provides)	GJ/d/IIIO. GJ	7,869,782	1,200	0.012	-	52	1,516
7	Commodity (Union Provides)	GJ	1,009,102	-	0.048	-		-
8	Customer supplied fuel	GJ	47,061	164	-	-		164
0		00	,				-	
	Transportation (cents/ m3)						-	
	Demand						-	
9	First 140,870 m ³	10 ³ m ³ /d/mo.	49,971	13,113	26.2417	-	(2,772)	10,341
10	All Over 140,870 m ³	10 ³ m ³ /d/mo.	167,088	23,193	13.8806	-	(4,903)	18,290
	Commodity						-	
	Firm						-	
11	All Volumes	10 ³ m ³	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	10 ³ m ³	23,922	2,023	-	-	-	2,023
15	Total Rate T2	-	4,594,260	52,232	1.1369		(7,434)	44,799

Notes:

(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).

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).

(3) (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 18 of 26

Derivation of Base Rates
Union South In-Franchise
Effective January 1, 2023

		Ar	s								
Line No.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's) (g)	Price Cap Index (%) (h)	2023 Upstream Transportation (7) (\$000's) (i)	2023 Capital Pass-Through Adjustment (8) (\$000's) (j)	Customer Charge Adjustment (\$000's) (k)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10 ³ m ³ ) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m³) (o) = (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 m³ Commodity Firm	10³m³/d/mo.	658		-	4,634		23,583	-	167,088	14.1139
11	All Volumes	10 ³ m ³	14		-	(4)		390	(6,708)	4,250,078	0.0092
12	Interruptible	10 ³ m ³	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	<u> </u>	53,490	(7,239)	4,587,020	1.1661

Notes:

(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).

### Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 5 Page 19 of 26

### UNION RATE ZONES Derivation of Base Rates Union South In-Franchise

Effective January 1, 2023

			Current Approved	Current Approved	Current Approved	2022 Upstream	2022 Base Rates 2022 Capital Pass-Through	
Line		Pilling	Forecast	Base Revenue	Base Rates	Transportation	Adjustment	Adjusted Base Revenue
No.	Particulars	Billing Units	Usage (1)	(2) (\$000's)	(3) (cents / m³)	(4) (\$000's)	(5) (\$000's)	(\$000's)
<u> </u>	r ai liculai s	Onits	(1) (a)	(\$000 s) (b)	(cents / III ) (c)	(\$000's) (d)	(\$000 s) (e)	(f) = (b+d+e)
	T3							
	Storage (\$/GJ's)							
	Demand:							
	Firm injection / withdrawal	0.11.11.1			0.057			
1	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.	-	-	1.415	-	-	-
4	Interruptible	GJ/d/mo.	-	-	1.415	-	-	-
5	Space	GJ/d/mo.	36,614,256	452	0.012	-	18	470
6 7	Commodity (Customer Provides)	GJ	4,459,672	36	0.012	-	1	37
	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

Notes:

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).

EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (o).

(1) (2) (3) (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

			A	nnual Adjustments	to 2023 Base Rate	s					
Line No.	Particulars	Billing Units	Price Cap Index (6) 3.6% (\$000's) (g)	Price Cap Index (%) (h)	2023 Upstream Transportation (7) (\$000's) (i)	2023 Capital Pass-Through Adjustment (8) (\$000's) (j)	Customer Charge Adjustment (\$000's) (k)	Proposed Base Revenue (\$000's) (I) = sum(f:k)	NAC / LRAM Usage Adjustment (9) (10 ³ m ³ ) (m)	Proposed Base Rates Forecast Usage (n) = (a + m)	Proposed Base Rates (10) (cents / m³) (o) = (I / n)
	ТЗ										
	Storage (\$/GJ's)										
	Demand:										
	Firm injection / withdrawal										0.445
1	Union provides deliverability inventory	GJ/d/mo. GJ/d/mo.	-		-	- 14		- 1,000	-	-	2.115 1.473
2	Customer provides deliverability inventory Incremental firm injection right	GJ/d/mo.	34		-	14		1,000	-	679,320	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
7	Commodity (Union Provides)	GJ	-		-	-		-	-	-	0.049
8	Customer supplied fuel	GJ	3		-	-		96	-	26,668	-
	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			

Notes: (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.

(7) (8) (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).

## UNION RATE ZONES

### Derivation of Base Rates Union South Ex-Franchise Effective January 1, 2023

						Adjustments to 2	021 Base Rates	
Line		Billing	Current Approved Forecast Usage	Current Approved Base Revenue (2)	Current Approved Base Rates (3)	2022 Upstream Transportation	2022 Capital Pass-Throughs Adjustment (4)	Adjusted Base Revenue
No.	Particulars	Units	(1)	(\$000's)	(\$/ GJ)	(\$000's)	(\$000's)	(\$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:						-	
13	Fuel		705 400 800	24 690			-	24,690
13	Easterly - Providing Own Fuel Westerly - Providing Own Fuel	GJ GJ	705,499,899 5,936,749	24,689 53		-	-	24,689 53
14	Total Rate M12	GJ	711,436,648	278,311		<u> </u>	(98,932)	179,378
10			111,430,048	278,311			(98,932)	179,378

Notes:

(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).

### 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) (g)	Price Cap Index (%) (h)	2023 Upstream Transportation (\$000's) (i)	2023 Capital Pass-Throughs Adjustment (6) (\$000's) (j)	Monthly Customer Charge Adjustment (\$000's) (k)	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) (o) = (I / n)
	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
	M12-X Westerly (between Dawn, Kirkwall and Parkway)										
10	- 12 months	GJ/d/mo	111		-	966	-	4,168	-	391,011	0.888
	Kirkwall to Parkway							.,			
11	- 12 months	GJ/d/mo	17		-	948	-	1,435	-	209,652	0.570
12	- 2 months	GJ/d/mo	5		-	46	-	199	-	174,752	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	
			Notes:								

Notes:

(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.

#### 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) (b)	Current Approved Base Rates (3) (\$/ GJ) (c)	2022 Upstream Transportation (\$000's) (d)	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	-	-		-	-	
			· · · ·	-		· · ·	· · ·	-

### Notes:

(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).

#### 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) (g)	Price Cap Index (%) (h)	2023 Upstream Transportation (\$000's) (i)	2023 Capital Pass-Throughs Adjustment (6) (\$000's) (j)	Monthly Customer Charge Adjustment (\$000's) (k)	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) (o) = (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					
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							-		-
			-			-	-	-	-		

### Notes:

(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) (b)	Current Approved Base Rates (3) (\$/ GJ) (c)	2022 Upstream Transportation (\$000's) (d)	2022 Capital Pass-Throughs Adjustment (4) (\$000's) (e)	Adjusted Base Revenue (\$000's) (f) = (b+d+e)
	C1 Cross Franchise Transportation Service		(a)	(D)	(0)	(u)	(e)	(I) = (D+d+e)
	Storage Service:							
1	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
5		63/110	85,400	5,607	2.410	-	(2,270)	5,529
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
	Dawn to Dawn-TCPL							
11	- 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	Short-term Transportation	GJ	177,529,686	11,171		-	(107)	11,064
19	Exchanges			14,918		-	-	14,918
20	Other Transactional			1,067		-	<u> </u>	1,067
21	Total Rate C1		217,192,525	50,870		-	(4,753)	46,117
22	Total Ex-Franchise			330,863		-	(103,942)	226,921

Notes:

(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).

#### 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)	(i)	(k)	(I) = sum(f:k)	(m)	(n) = (a + m )	(o) = (l / 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: Demand: St.Clair & Dawn / Ojibway & Dawn	GJ	n/a		-	-	-	2,500	-	-	
3	- 12 months	GJ/mo	127		-	2,139	-	5,795	-	85,460	2.326
	Parkway to Dawn/Kirkwall										
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	-		-	-	-	-	-	-	1.567
	Dawn to Parkway										
7	- 12 months	GJ/mo	16		-	-	-	466	-	7,065	3.760
8	<ul> <li>12 months North T-Service</li> </ul>	GJ/mo	1		-	1,543	-	1,583	-	35,090	3.760
9	Kirkwall to Parkway	GJ/mo	-		-	-	-	-	-	0	0.570
	Dawn to Dawn-Vector										
10	- 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	
16	Westerly - Providing Own Fuel Parkway to Kirkwall	GJ						_	-	-	
10	Parkway to Dawn	GJ	- 2		-	-	-	- 58	-	3,990,264	
18	Short-term Transportation	GJ	n/a		_	105		11,168	_	177,529,686	
19	Exchanges	00	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			

Notes:

(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

UNION RATE ZONES Total Proposed 2023 Union North and Union South In-franchise Rates

		Proposed	2022	2022		IC	м		Bill 32	Total
Line		Base	DSM	PDO	2019	2020	2021	2023	\$1 / month	Proposed
No.	Particulars (cents / m ³ )	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
	Rate 20 Medium Volume Firm Service									
21	Monthly Charge	\$1,090.76	-	-	-	-	-		\$1.00	\$1,091.76
	Delivery Demand Charge									
22	First 70,000 m ³	32.9290	1.8678	-	-	-	-		-	34.7968
23	All over 70,000 m ³	19.3639	1.0984	-	-	-	-		-	20.4623
0.4	Delivery Commodity Charge	0.7400	0.0005							0.0004
24	First 852,000 m ³	0.7426	0.0905	-	-	-	-		-	0.8331
25	All over 852,000 m ³	0.5560	0.0677	-	-	-	-		-	0.6237
26	Transportation Account Charge	\$248.07	-	-	-	-	-		-	\$248.07
27	Gas Supply Demand Charge	44.0086	_	0.0280						44.0366
27	Union North West		-	0.0280	-	-	-		-	44.0366 45.0147
28	Union North East	44.9861	-	0.0286	-	-	-		-	45.0147
00	Commodity Transportation 1	0.0505								0.0505
29 30	Union North West Union North East	2.6595 1.8385	-	-	-	-	-		-	2.6595 1.8385
30		1.8385	-	-	-	-	-		-	1.8385
31	Commodity Transportation 2									-
31 32	Union North West Union North East	-	-	-	-	-	-		-	-
32		-	-	-	-	-	-		-	-
33	Storage (\$ / GJ) Demand	18.835								18.835
33 34		18.835 0.261	-	-	-	-	-		-	18.835 0.261
34	Commodity	0.261	-	-	-	-	-		-	0.201

Notes

(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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 6 Page 2 of 4

UNION RATE ZONES Total Proposed 2023 Union North and Union South In-franchise Rates

		Proposed	2022	2022		IC	СМ		Bill 32	Total
Line		Base	DSM	PDO	2019	2020	2021	2023	\$1 / month	Proposed
No.	Particulars (cents / m ³ )	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 m ³	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

Notes

(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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 6 Page 3 of 4

UNION RATE ZONES Total Proposed 2023 Union North and Union South In-franchise Rates

		Proposed	2022	2022	ICM 2019 2020 2021 202				Bill 32	Total
Line	2	Base	DSM	PDO				2023	\$1 / month	Proposed
No.	Particulars (cents / m ³ )	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

Notes

(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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 6 Page 4 of 4

		Total Proposed	d 2023 Union Nort	h and Union Sou	th In-franchis	e Rates				
		Proposed	2022	2022		IC	м		Bill 32	Total
Line		Base	DSM	PDO	2019	2020	2021	2023	\$1 / month	Proposed
No.	Particulars (cents / m ³ )	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 m ³	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)	1.3713	0.2797	0.1074	-	-	-		-	1.7584
	Demand:									
	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:									
	Firm injection / withdrawal									
19	Union provides deliverability inventory	2.115	-	-	-	-	-		-	2.115
20	Customer provides deliverability inventory	1.473	-	-	-	-	-		-	1.473
21	Incremental firm injection right	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)	0.049	-	-	-	-	-		-	0.049
26	Customer supplied fuel	-	-	-	-	-	-		-	-
	Rate T3 Contract Carriage Service									
27	Monthly Charge	\$22,703.73	-	-	-	-	-		-	\$22,703.73
28	Monthly Demand Charge	14.2420	0.3768	4.2726	0.9910	-	0.8309		-	20.7133
29	Firm Commodity Charge	0.0119	-	0.1074	-	-	-		-	0.1193
	Storage (\$/GJ's)									
	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
27	Ourteman sum lied fred									

UNION RATE ZONES Total Proposed 2023 Union North and Union South In-franchise Ra

Notes

37

(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.

Customer supplied fuel

## 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

			to 202	PCI Adjustmer 22 Approved Fue					ntal 2023 Adjustment		
Line No.	Particulars	2022 Fuel Ratio (incl. PDO) (%) (1)	Remove PDO Adj Fuel Ratio (%) (2)	2022 Fuel Ratio (excl. PDO) (%)	PCI Adj Fuel Ratio (%) (3)	2023 Fuel Ratio (excl. PDO) (%)	Incremental PDO Fuel Volumes (GJ) (4)	Incremental Fuel (10³m³) (5)	Annual Delivery Volume (10³m³)	Incremental PDO Fuel Ratio (%)	Total 2023 Transportation Fuel Ratio (%)
		(a)	(b)	(c) = (a + b)	(d)	(e) = (c + d)	(f)	(g) = (f)/ HV	(h)	(i) = (g / h)	(j) = (e + i)
1	Rate T1	0.351%	-0.078%	0.273%	0.010%	0.283%	12,335	327	434,564	0.075%	0.358%
2	Rate T2	0.300%	-0.032%	0.268%	0.010%	0.277%	59,712	1,582	4,962,964	0.032%	0.309%
3	Rate T3	0.411%	-0.099%	0.312%	0.011%	0.323%	9,049	240	249,200	0.096%	0.419%

### Notes:

(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.

## 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

		Da	VT1 Ea awn to Parkwa With Dawn C	y (TCPL / EC	,				VT1 Ea Dawn to Kirk Parkway (C With Dawn C	wall, Lisgar, onsumers)					M12-X V Kirkwall			
	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. Particular	s (%)	(%)	(%)	(%)	(%)	(\$/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 Septembe	r 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 Novembe	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 Decembe	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
10 January	1.185	0.043	1.227	0.044	1.271	0.106	0.906	0.033	0.939	0.023	0.962	0.080	0.167	0.006	0.173	-	0.173	0.014
11 February	1.127	0.041	1.167	0.040	1.207	0.101	0.857	0.031	0.888	0.019	0.907	0.076	0.167	0.006	0.173	-	0.173	0.014
12 March	1.061	0.038	1.099	0.028	1.127	0.094	0.785	0.028	0.813	(0.001)	0.812	0.068	0.167	0.006	0.173	-	0.173	0.014

		Kirl	M12-X E kwall to Parkw		GT)				M12-X E Kirkwall te Parkway (C	o Lisgar,					M12-X V Parkway to Ki		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

## 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

Wn O Adj 2023	
Fuel Fuel Ratio 202	)23
Ratio (incl. PDO) Fuel F	Rate
(%) (%) (\$/G	GJ)
(p) (q) = (o+p) (r)	r)
0.054	
	0.224
	0.224
	0.224
- 0.851 0	0.224
- 0.851 0	0.224
- 0.851 0	0.224
- 0.851 0	0.224
- 0.851 0	0.224
- 0.851 0	0.224
- 0.851 0	0.224
	0.224
	0.224
	Fuel         Fuel Ratio         20           Ratio         (incl. PDO)         Fuel           (%)         (%)         (\$/           (p)         (q) = (o+p)         (\$/           -         0.851         -           -         0.851         -           -         0.851         -           -         0.851         -           -         0.851         -           -         0.851         -           -         0.851         -           -         0.851         -           -         0.851         -           -         0.851         -           -         0.851         -           -         0.851         -           -         0.851         -           -         0.851         -

		Kirl	M12-X E kwall to Parkw		GT)				M12-X E Kirkwall t Parkway (C	o Lisgar,					M12-X V Parkway to Ki		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	1.116	0.040	1.156	0.054	1.210	0.254	0.822	0.030	0.851	-	0.851	0.224	0.947	0.034	0.981	0.024	1.005	0.237
14 May	1.048	0.038	1.086	0.038	1.124	0.247	0.822	0.030	0.851	-	0.851	0.224	0.947	0.034	0.981	0.024	1.005	0.237
15 June	1.044	0.038	1.081	0.037	1.119	0.246	0.822	0.030	0.851	-	0.851	0.224	0.947	0.034	0.981	0.024	1.005	0.237
16 July	1.043	0.038	1.081	0.036	1.117	0.246	0.822	0.030	0.851	-	0.851	0.224	0.947	0.034	0.981	0.024	1.005	0.237
17 August	1.041	0.037	1.079	0.038	1.117	0.246	0.822	0.030	0.851	-	0.851	0.224	0.947	0.034	0.981	0.024	1.005	0.237
18 September	1.038	0.037	1.075	0.037	1.112	0.246	0.822	0.030	0.851	-	0.851	0.224	0.947	0.034	0.981	0.024	1.005	0.237
19 October	1.077	0.039	1.115	0.048	1.164	0.250	0.822	0.030	0.851	-	0.851	0.224	0.947	0.034	0.981	0.024	1.005	0.237
20 November	1.079	0.039	1.118	0.025	1.143	0.248	0.822	0.030	0.851	-	0.851	0.224	0.822	0.030	0.851	-	0.851	0.224
21 December	1.086	0.039	1.125	0.019	1.144	0.249	0.822	0.030	0.851	-	0.851	0.224	0.822	0.030	0.851	-	0.851	0.224
22 January	1.100	0.040	1.140	0.020	1.160	0.250	0.822	0.030	0.851	-	0.851	0.224	0.822	0.030	0.851	-	0.851	0.224
23 February	1.091	0.039	1.130	0.021	1.151	0.249	0.822	0.030	0.851	-	0.851	0.224	0.822	0.030	0.851	-	0.851	0.224
24 March	1.098	0.040	1.137	0.029	1.167	0.250	0.822	0.030	0.851	-	0.851	0.224	0.822	0.030	0.851	-	0.851	0.224

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 7 Page 4 of 6

#### 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

			M' Delivery Comr		1e			Authorized	M1 overrun - Deli		odity Charge	
Line No. Particulars	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 (\$/GJ)	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 (\$/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 ses to Dawn						116 aes to Pool		
		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 (\$/GJ)	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 (\$/GJ)
		(a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(j)	(k) = (i+j)	(I)
2 3	East 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		0.027 0.000	0.200 0.492	0.017 0.041

					116						116		
			Authori	zed overrun -	Fuel Charge:	s to Dawn			Author	ized Overrun -	Fuel Charge	es to Pool	
		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
		(excl. PDO) Ratio (excl. PDO) Ratio (incl. PDO) Fu						(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		0.000	0.173	0.080	0.167	0.006		0.027	0.200	0.044
5	West	0.167	0.006	0.173	0.000	0.173	0.129	0.474	0.017	0.492	0.000	0.492	0.118

				N	117					N	117					M	117		
			Fue	el Charges - Da	awn to Delive	ery Area			Fuel Cha	rges - Kirkwall	to Delivery A	Area or Dawn			Fuel Char	ges - Parkway	to Delivery	Area or 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
		(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
		(%)	(%)	(%)	(%)	(%)	(1)	(%)	(%)	(%)	(%)	(%)	(1)	(%)	(%)	(%)	(%)	(%)	(\$/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)
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	0.823	0.012	0.835	0.070	0.167	0.006	0.173	0.000	0.173	0.014	0.167	0.006	0.173	0.000	0.173	0.014

			N	117					N	117					N	117		
		Author	ized overrun -	Dawn to Del	ivery Area		A	Authorized C	Overrun - Kirkw	all to Delive	ry Area or Da	wn	A	uthorized C	verrun - Parkv	vay to Delive	ry Area or Da	wn
	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
	(%)	(%)	(%)	(%)	(%)	023Fuel Rate	(%)	(%)	(%)	(%)	(%)	023Fuel 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)	(r)
8 Summer 9 Winter	0.993 1.449	0.036 0.052		(0.001) 0.012	1.028 1.513		0.822 0.822	0.030 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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 7 Page 5 of 6

#### UNION RATE ZONES Continuity of C1 Monthly Transportation Fuel Ratios and Rates including Parkway Delivery Obligation (PDO) Pass-through Firm or Interruptible Transportation Commodity Effective January 1, 2023

				C1					(	C1					(	C1		
			St. Cla	ir / Dawn					Ojibwa	y / Dawn					Bluewat	er / 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 Summer 2 Winter	0.219 0.282	0.008 0.010	0.227 0.292	0.000		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 0.010		0.000	0.227 0.292	0.019 0.024

					C1 Dawn-TCPL						C1 Jawn-Vector		
		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 (\$/GJ)	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 (\$/GJ)
		(a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(j)	(k) = (i+j)	(I)
3 4	Summer Winter	0.167 0.373	0.006 0.013	0.173 0.386	0.000 0.000	0.173 0.386	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					(	C1					(	C1		
				Parkway	to Kirkwall					Parkway	/ to Dawn					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
		(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)
5	Summer	0.293	0.011	0.303	0.024	0.327	0.027	0.293	0.011	0.303	0.024	0.327	0.027	0.167	0.006	0.173	0.000	0.173	0.014
6	Winter	0.167	0.006	0.173	0.000	0.173	0.014	0.167	0.006	0.173	0.000	0.173	0.014	0.167	0.006	0.173	0.000	0.173	0.014

				(	C1					(	C1					(	C1		
				Dawn te	o Kirkwall					Dawn to Pa	rkway (TCPL	_)				Kirkwall t	o Parkway		
		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)
7 S 8 V	Summer Vinter	0.338 0.795	0.012 0.029		-0.001 0.012	0.349 0.835	0.029 0.070	0.575 1.064	0.021 0.038	0.595 1.102	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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 7 Page 6 of 6

#### 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					(	C1					(	C1		
		Auth	norized Overru	un - St. Clair	/ Dawn			Aut	norized Overru	ın - Ojibway	/ Dawn			Auth	horized Overrui	n - Bluewate	r / Dawn	
	2022 Fuel Ratio	PCI Adj Fuel	2023 Fuel Ratio	PDO Adj Fuel	2023 Fuel Ratio	2023	2022 Fuel Ratio	PCI Adj Fuel	2023 Fuel Ratio	PDO Adj Fuel	2023 Fuel Ratio	2023	2022 Fuel Ratio	PCI Adj Fuel	2023 Fuel Ratio	PDO Adj Fuel	2023 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 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	0.00	8 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	0.01	0 0.292	0.000	0.292	0.101
				C1						21								

				(	C1					(	C1		
			Author	ized Overrun -	Dawn to Da	wn-TCPL			Authori	zed Overrun -	Dawn to Da	wn-Vector	
		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
		(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate	(excl. PDO)	Ratio	(excl. PDO)	Ratio	(incl. PDO)	Fuel Rate
		(%)	(%)	(%)	(%)	(%)	(\$/GJ)	(%)	(%)	(%)	(%)	(%)	(\$/GJ)
		(a)	(b)	(c) = (a+b)	(d)	(e) = (c+d)	(f)	(g)	(h)	(i) = (g+h)	(j)	(k) = (i+j)	(I)
3		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					(	C1					(	C1		
			Autho	orized Overrun	- Parkway t	o Kirkwall			Auth	orized Overrur	n - Parkway	to Dawn			Auth	norized Overrur	n - Kirkwall te	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
		(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)
5	Summer	0.947	0.034	0.981	0.024	1.005	0.208	0.947	0.034	0.981	0.024	1.005	0.208	0.822	0.030	0.851	0.000	0.851	0.123
6	Winter	0.822	0.030	0.851	0.000	0.851	0.195	0.822	0.030	0.851	0.000	0.851	0.195	0.822	0.030	0.851	0.000	0.851	0.123

					C1						C1					(	C1		
			Auth	norized Overru	in - Dawn to	Kirkwall			Authorize	ed Overrun - [	Dawn to Park	way (TCPL)			Autho	rized Overrun	<ul> <li>Kirkwall to</li> </ul>	Parkway	
		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)
7	Summer	0.993	0.036	1.029	-0.001	1.028	0.191	1.229	0.044	1.274	0.040	1.314	0.234	1.058	0.038	1.096	0.041	1.138	0.114
8	Winter	1.449	0.052	1.502	0.012	1.513	0.231	1.719	0.062	1.781	0.035	1.815	0.275	1.091	0.039	1.130	0.023	1.153	0.115

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Schedule 8 Page 1 of 6

# 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 / m ³ )		
1	Monthly Demand (1)	34.7968	34.7968
2	Line 1 x 12 months	417.5616	417.5616
3	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)		-
	Tatal Carry dity Transportation		
17	Total Commodity Transportation 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 / m ³ )		
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)	-	-
31	Line 30 * (4/7)		-
	Total Commodity Transportation		
32	Charge for Commissioning and Decommissioning Rate	5.3500	8,1592
~~			0.1002

Notes:

(1) Appendix A, p. 3.
(2) Appendix A, p. 4.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Schedule 8 Page 2 of 6

## UNION RATE ZONES Union South Calculation of Supplemental Service Charges

Effective January 1, 2023

Particulars		cents / m ³	\$ / GJ
		(a)	(b)
Gas Supply Admin Charge			. ,
EB-2021-0147 Gas Supply Administration Costs (\$000's) (1)	7,108		
Price Cap Index 3.6% (\$000's)	258		
2023 Capital Pass-Throughs (\$000's) (2)	2		
EB-2022-0133 Gas Supply Administration Costs (\$000's)	7,368		
2013 Approved Sales Volumes (10 ³ m ³ ) (3)	3,533,863		
Gas Supply Admin Charge Unit Rate (line 4 / line 5)	-	0.2085	
Minimum Annual Gas Supply Commodity Charge - Rate M4, Rate M5A			
Compressor Fuel		-	
Transportation Tolls		-	
Administration Charge		0.2085	
Minimum annual gas supply commodity charge	-	0.2085	0.053
	-		0.000
Gas Supply Commodity Charges			
Commodity Cost of Gas		32.7161	
FT Transportation Commodity		-	
FT Fuel	_	-	
Total Gas Supply Commodity Charge	-	32.7161	8.363
Firm Gas Supply Service Monthly Demand Charge	_		
FT Demand Charge	-	157.6732	40.305
Firm Backstop Gas:			
Demand:	0.0400		
Monthly space charge	0.0469		
Units required (4)	43		
Number of months	12	24.2231 (a)	
Inventory carrying costs:			
Sales WACOG	32.6422		
Overrun storage withdrawal	0.6337		
	33.2759		
Units required (m ³ )	43		
Pre-tax return (%)	8.170%	<u>116.9017</u> (b)	
Annual demand charge		141.1248 (a) + (	b)
Number of months		12	
Monthly demand charge	-	11.7604	3.006
Commodity:			
Sales WACOG		32.6422	
Overrun storage withdrawal		0.6337	
Rate T1 - Overrun transportation		1.7516	
		0.0141	
Rate T1 - Facility Carbon charge Commodity charge	_	35.0416	8.957

Notes:

(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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Schedule 8 Page 3 of 6

### UNION RATE ZONES Union South Calculation of Supplemental Service Charges Effective January 1, 2023

Particulars	cents / m ³	\$ / GJ
	(a)	(b)
Reasonable Efforts Backstop Gas:		
Rate M1 - Block 1 delivery rate	6.7946	
Rate M1 - Storage rate	0.9025	
Rate M1 - Facility Carbon charge	0.0141	
Sales WACOG	32.6422	
Total	40.3534	10.31
Supplemental Inventory:		
Sales WACOG	32.6422	
Injection commodity	0.3624	
Space charge (p. 2, line 16 x 12)	0.5633	
	33.5679	8.58
Carrying costs (1/2 year)		
(line 9 x p. 2, line 23) / 2	1.3712	
Total (line 9 + line 10)	34.9392	8.93
Supplemental Gas Sales:		
Supplemental inventory	34.9392	
Overrun storage withdrawal	0.6337	
Rate T1 - Overrun transportation	1.7516	
Rate T1 - Facility Carbon charge	0.0141	
Total	37.3386	
Failure to Deliver:		
Rate M1 - Block 1 delivery rate	6.7946	
Rate M1 - Storage rate	0.9025	
Rate M1 - Facility Carbon charge	0.0141	0.00
Failure to Deliver Adjustment	5.1708	1.32
Failure to Deliver Charge	12.8820	3.29
Parkway Delivery Commitment Incentive ("PDCI")		
Rate M12 Dawn to Parkway demand rate		3.76
Line 19 x 12 months		45.12
Line 20 / 365 days		0.1
Rate M12 average Dawn to Parkway (TCPL / EGT) fuel rate (1)		0.0
Rate M12 Dawn to Parkway Facility Carbon Charge		0.0
Total (line 24 + line 25 + line 26) $*$ (-1)	-	(0.19

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

0.7187

5.3730

### UNION RATE ZONES Union South Calculation of Supplemental Service Charges Calculation of Minimum & Maximum Charges Effective January 1, 2023

Particulars		cents / m ³
Minimum Charges		(a)
Rate M4 (F)	Minimum annual delivery commodity charge:	
	Monthly delivery commodity charge (Rate M4 1st Block)	2.2885
	Gas Supply Admin Charge	0.2085
	Minimum annual delivery commodity charge	2.4970
Rate M4 (I) / M5	Minimum annual delivery commodity charge:	
	Monthly delivery commodity charge (Rate M5 1st Block)	3.8214
	Gas Supply Admin Charge	0.2085
	Minimum annual delivery commodity charge	4.0299
Maximum Charges		
Rate 25 Interrupti		
	Average Rate 10 Firm Delivery Charge	7.7757
	Percent of Average Firm Delivery Price	90%
	Rate 25 Maximum interruptible delivery	6.9981
	commodity charge	0.9901
Rate M7 Interrupt	Maximum interruptible delivery commodity charge:	
		0.7187
	Rate M7 firm demand charge commoditized at a Load Factor of 16.73%	6.6491
	Rate M7 maximum interruptible charge	7.3678
Rate T1 Interrupti	Maximum interruptible delivery commodity charge	7.3678
Rate T2 Interrupti	Maximum interruptible delivery commodity charge	7.3678
Rate T1 Interrupti	Rate M7 firm commodity charge Rate M7 firm demand charge commoditized at a Load Factor of 16.73% Rate M7 maximum interruptible charge Maximum interruptible delivery commodity charge	
Rate M7 - Commiss	ing and Decommissioning Rate	
Delivery (cents / m ³		
Monthly Demand		33.838
Annual Demand (	15 x 12 months)	406.0656
Daily Demand (lin	6 / 365 days)	1.1125
@ Class Average	m Load Factor of 23.90%	4.6543

(@ Class Average Firm Load Factor of 23.90%) Delivery Commodity Charge (1) Delivery - Price Adjustment Total Delivery Commissioning and Decommissioning (line 18 + line 19 + line 20) 19

20 21

Notes: (1) Appendix A, p. 9.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Schedule 8 Page 5 of 6

### UNION RATE ZONES Union South Calculation of Supplemental Service Charges

Effective January 1, 2023

Line No. Particulars	Union Supplies Fuel	Customer Supplies Fuel
	(a)	(b)
Rate T1 / Rate T2 / Rate T3 - At 100% Load Factor		
Authorized Storage Overrun (\$ / GJ)		
1 Monthly Demand (1)	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 / m ³ )		
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 / m ³ )		
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 Commodity Charge (6)	0.1431	0.0420
18Total Transportation Overrun (line 16 + line 17)	1.2333	1.1322
Rate T3 - At 100% Load Factor		
Authorized Transportation Overrun (cents / m ³ )		
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 Commodity Charge (8)	0.2564	0.1193
24 Total Transportation Overrun (line 22 + line 23)	0.9374	0.8003
Notes:		

(1) Appendix A, p. 10.

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(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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Schedule 8 Page 6 of 6

### UNION RATE ZONES Union South Calculation of Union Supplied Fuel Rates for In-Franchise Semi-Unbundled Rate T1, Rate T2 and Rate T3 Effective January 1, 2023

Line No.	Particulars	Union Supplies Fuel	Customer Supplies Fuel
		(a)	(b)
	Rate T1 Transportation Service (cents/m ^a )		
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/m ³ )		
7	Dawn Price as per EB-2022-0133	32.7161	
8	2023 Fuel Ratio as per EB-2022-0133	0.309%	
9			
9 10	Fuel Rate (line 7 x line 8)	0.1011	0.0400
10	Firm Transportation Commodity Charge All Volumes	0.0420	0.0420
10	Internative Transportation Commodity Change Mavimum		
12	Interruptible Transportation Commodity Charge - Maximum	7.3678	7.2667
	Rate T3 Transportation Service (cents/m ³ )		
13	Dawn Price as per EB-2022-0133	32.7161	
14	2023 Fuel Ratio as per EB-2022-0133	0.419%	
15	Fuel Rate (line 13 x line 14)	0.1371	
16	Firm Transportation Commodity Charge	0.1193	0.1193
17	All Volumes	0.2564	0.1193
	Rate T1, Rate T2 & Rate T3 Storage Service (\$/GJ)		
18	Dawn Price as per EB-2022-0133	8.363	
19	2023 Fuel Ratio as per EB-2022-0133	0.445%	
20	Fuel Rate (line 18 x line 19)	0.037	
20		0.037	0.012
21	Storage Commodity Charge 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	

Notes:

(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

Summary of Approved 2022 Revenue Changes											
Line No.	Particulars (\$000's)	2022 Base Revenue EB-2021-0147 2022 Rates (1)	EB-2021-0281 Jan-22 QRAM (2)	2022 Revent EB-2022-0089 Apr-22 QRAM (3)	ue Changes EB-2022-0150 Jul-22 QRAM (4)	EB-2022-0219 Oct-22 QRAM (5)	2022 Base Revenue EB-2021-0147 2022 Rates	DSM EB-2021-0147 2022 Rates	PDO EB-2021-0147 2022 Rates	ICM EB-2020-0181 2022 Rates	2022 Total Revenue EB-2022-0133 2022 Rates
INU.	Fatticulais (\$000 s)	(a)	(b)	(c)	(d)	(e)	(f) = (sum a:e)	(g)	(h)	(i)	(j) = (sum d:g)
	North Delivery	(4)	(2)	(0)	(3)	(0)	(i) (ouin allo)	(9)	()	(7	() (oun a.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

#### UNION RATE ZONES Summary of Approved 2022 Revenue Changes

Notes: (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (I).

EB-2021-0147, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2021-0181, Exhibit E, Tab 2, Schedule 3, column (g)
 EB-2022-01281, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2022-0180, Exhibit E, Tab 2, Schedule 3, column (g)
 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)
 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)
 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)

### Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 9 Page 2 of 2

				<u>ourninary</u>		cride ondriges					
Line No.	Particulars (\$000's)	2022 Base Revenue EB-2021-0147 2022 Rates (1) (a)	EB-2021-0281 Jan-22 QRAM (2) (b)	2022 Reve EB-2022-0089 Apr-22 QRAM (3) (c)	nue Changes EB-2022-0150 Jul-22 QRAM (4) (d)	EB-2022-0219 Oct-22 QRAM (5) (e)	2022 Base Revenue EB-2021-0147 2022 Rates (f) = (sum a:e)	DSM EB-2021-0147 2022 Rates (g)	PDO EB-2021-0147 2022 Rates (h)	ICM EB-2020-0181 2022 Rates (i)	2022 Total Revenue EB-2022-0133 2022 Rates (j) = (sum d:g)
	North Transportation & Storage	(a)	(0)	(0)	(u)	(e)	(i) = (suin a.e)	(9)	(1)	(1)	(j) = (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	<u> </u>	-			7,108		-	<u> </u>	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

UNION RATE ZONES Summary of Approved 2022 Revenue Changes

Notes: (1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 5, column (I).

EB-2021-0147, Exhibit E, Tab 2, Kale Order, Working rapers, Schedule 5, Column (g)
 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)
 EB-2022-0180, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2022-0180, Exhibit E, Tab 2, Schedule 3, column (g)
 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)
 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)
 EB-2022-0219, Exhibit E, Tab 2, Schedule 2, p. 1, column (a); and EB-2022-0150, 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

## UNION RATE ZONES 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	<b>1</b> 37
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

### Notes:

(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

	Derivation of 2023 Demand Side Ma	anagement ("DSM") R	lates	
		2023 Forecast	2023 DSM	2023 DSM
Line		Usage	Budget (1)	Rate
No.	Particulars	(10 ³ m ³ )	(\$000s)	(cents / m ³ )
		(a)	(b)	(c) = (b / a)
	Union North			
	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	1.0078
14	Delivery Commodity Charge	00,220	121	1.0304
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
	Poto 25 Lorgo Volumo Interruntible Sonvice			
18	Rate 25 Large Volume Interruptible Service Delivery Commodity Charge	260 272	75	0.0289
		260,373	75	<u> </u>
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
	,	1,000,000		0.4440

## UNION RATE ZONES Derivation of 2023 Demand Side Management ("DSM") Rates

Notes:

Total Rate 100

22

(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.

1,036,696

1,184

0.1142

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 10 Page 3 of 4

UNION RATE ZONES
Derivation of 2023 Demand Side Management ("DSM") Rates

		2023	2023	2023
		Forecast	DSM	DSM
Line		Usage	Budget (1)	Rate
No.	Particulars	(10 ³ m ³ )	(\$000s)	(cents / m ³ )
	Linian Octob	(a)	(b)	(c) = (b / a)
	Union South			
	Rate M1 - Small Volume General Service			
	Monthly Delivery Commodity Charge	4 9 4 9 9 9 9	0.005	0.0700
1	First 100 m ³ Next 150 m ³	1,010,208	9,805	0.9706
2		877,779	8,108	0.9237
3	All over 250 m ³	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 m ³	456,941	3,830	0.8381
9	Total Rate M2	1,253,164	11,257	0.8983
	<u>M4 Firm Commercial/Industrial Contract Rate (2)</u>			
	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 m ³	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

## Notes:

(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 N1, Tab 1, Schedule 1, Appendix B, Page 246 of 271

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 10 Page 4 of 4

		0000	0000	0000
		2023	2023	2023
		Forecast	DSM	DSM
Line		Usage	Budget (1)	Rate
No.	Particulars	(10 ³ m ³ )	(\$000s)	(cents / m ³ )
		(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
2	Interruptible / Seasonal Contracts	000,001	000	0.0000
3	Monthly Delivery Commodity Charge	79,111	79	0.0993
4	Total Rate M7	765,093	2,214	0.2894
		100,000		0.2001
	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 m ³	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
45		00.000		0.0000
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
17	Total Rate T3	249,200	106	0.3768
10		243,200	100	0.0420
19	Total In-franchise		65,311	

UNION RATE ZONES Derivation of 2023 Demand Side Management ("DSM") Rates

### Notes:

(1) Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 10, p. 1, column (b).

			22 PDO Adjustm	ent		23 PDO Adjustm	ent		Change	
Line		Total PDO	Total PDCI	Total	Total PDO	Total PDCI	Total	Total PDO	Total PDCI	Total
No.	Particulars (\$000's)	Costs (1)	Costs (2)	Costs	Costs (3)	Costs (4)	Costs	Costs	Costs	Costs
		(a)	(b)	(c) = (a + b)	(d)	(e)	(f) = (d + e)	(g) = (d - a)	(h) = (e - b)	(i) = (g + h)
1	Rate M1	6,044	7,295	13,339	7,028	8,060	15,087	984	765	1,748
2	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
4	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
6	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
8	Rate M9	130	174	304	156	209	365	25	35	60
9	Rate M10	1	1	2	1	1	3	0	0	0
10	Rate T1 - Firm	338	477	815	424	616	1,040	86	139	225
11	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
13	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
16	Excess Utility Storage Space	-	-	-	-	-	-	-	-	-
17	Rate C1 - Firm	9	-	9	17	-	17	8	-	8
18	Rate C1 - Interruptible	237	-	237	461	-	461	224	-	224
19	Rate M12	825	-	825	1,603	-	1,603	778	-	778
20	Rate M13	-	-	-	-	-	-	-	-	-
21	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			-	-	<u> </u>	-	-	-	-
29	Total North In-franchise	13		13	25	<u> </u>	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

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

#### Notes:

(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).

			PDO	Costs			PDCI Costs			Total Costs	
Line		Dawn-Parkway	Compressor	Firm Exchange	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
		(a)	(b)	(c)	(d) = (a + b + c)	(e)	(f)	(g) = (e + f)	(h) = (a + c + e)	(i) = (b + f)	(j) = (h + i)
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
3	Rate M4	457	113	42	612	438	401	839	937	514	1,451
4	Rate M5 - Firm	2	0	0	3	2	1	3	5	1	6
5	Rate M5 - Interruptible	-	11	-	11	-	40	40	-	52	52
6	Rate M7 - Firm	376	64	35	475	360	227	587	771	291	1,062
7	Rate M7 - Interruptible	-	15	-	15	-	52	52	-	67	67
8	Rate M9	117	27	11	156	113	97	209	241	124	365
9	Rate M10	1	0	0	1	1	0	1	2	0	3
10	Rate T1 - Firm	304	92	28	424	291	324	616	624	416	1,040
11	Rate T1 - Interruptible	-	11	-	11	-	40	40	-	52	52
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
14	Rate T3	588	76	54	717	563	268	831	1,205	343	1,548
15	Total South In-franchise	11,630	1,906	1,067	14,603	11,142	6,739	17,881	23,838	8,645	32,483
16	Excess Utility Storage Space	-	-	-	-	-	-	-	-	-	-
17	Rate C1 - Firm	-	17	-	17	-	-	-	-	17	17
18	Rate C1 - Interruptible	-	461	-	461	-	-	-	-	461	461
19	Rate M12	-	1,603	-	1,603	-	-	-	-	1,603	1,603
20	Rate M13	-	-	-	-	-	-	-	-	-	-
21	Rate M16	-	5	-	5	-	-	-	-	5	5
22	Rate M17										-
23	Total Ex-franchise		2,086		2,086			<u> </u>		2,086	2,086
24	Rate 01	-	17	-	17	-	-	-	-	17	17
25	Rate 10	-	6	-	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

UNION RATE ZONES Summary of 2023 Rates Adjustments for Parkway Delivery Obligation (PDO) Reduction Costs and Parkway Delivery Commitment Incentive (PDCI) Costs

Notes:

(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

(4) 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)

### UNION RATE ZONES 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.	Particulars	2023 Forecast Dawn-Parkway Design Day Demands (10 ³ m ³ /d) (a)	Dawn-Parkway Demand Costs of 200 TJ/d (1) (\$000's) (b)	Dawn-Parkway Demand Costs of 19 TJ/d (2) (\$000's) (c)	Dawn-Parkway Demand Costs of 132 TJ/d (3) (\$000's) (d)	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	-	-	-	-	-	-	-
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:

(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.

(6) 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.

## Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 11 Page 4 of 10

Line No.	Particulars	2023 Forecast Union South Delivery Volumes East of Dawn (10 ³ m ³ )	2023 Forecast Union North Delivery Volumes excl. T-Service and R25 (10 ³ m ³ )	Total PDO Reduction Fuel Impact (GJ)		Total Compressor Fuel Cost (1) (\$000's)
		(a)	(b)	(c)		(d) = (c x 8.363 / 1000)
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 - 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 - 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	-	-	-		-
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	<u> </u>	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

#### UNION RATE ZONES 2023 Commodity Cost Adjustments based on Parkway Delivery Obligation Reduction of 218 TJ/d and 151 TJ/d of M12 Turnback

#### Notes:

(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).

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	

## UNION RATE ZONES Estimated Fuel Impact of the Parkway Delivery Obligated Reduction

## Notes:

(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

## UNION RATE ZONES Derivation of the 2023 Sales Service PDCI Costs

	Particulars	Demand Costs		Commodity Costs		
Line No.		2023 Forecast Dawn-Parkway Design Day Demands (10 ³ m ³ /d)	11 TJ Sales Service Demand Costs (1) (\$000's)	2023 Forecast Delivery Volumes East of Dawn (10 ³ m ³ )	11 TJ Sales Service Fuel and UFG Costs (3) (\$000's)	Total Sales Service PDCI Costs (\$000's)
		(a)	(b)	(c)	(d)	(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)799

Notes:

(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.

## UNION RATE ZONES Derivation of the 2023 Direct Purchase (DP) PDCI Costs

	Particulars	Demand Costs		Commodity Costs		
Line No.		2023 Forecast Dawn-Parkway Design Day Demands (10 ³ m ³ /d) (a)	235 TJ DP Demand Costs (1) (\$000's) (b)	2023 Forecast Delivery Volumes East of Dawn (10 ³ m ³ ) (c)	235 TJ DP Fuel and UFG Costs (3) (\$000's) (d)	Total DP PDCI Costs (\$000's) (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	2,403 961	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

## Notes:

(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 x 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.

UNION RATE ZONES

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 11 Page 8 of 10

	Deriviation of 2023 Parkway Delivery C	bligation ("PDO") Rat	tes	
		2023	2023	2023
		Forecast	PDO	PDO
Line		Usage	Costs (1)	Rate
No.	Particulars	(10 ³ m ³ )	(\$000s)	(cents / m ³ )
<u> </u>		(10 m) (a)	(\$0005) (b)	(c) = (b / a)
	Union North	(a)	(b)	(c) = (b / a)
	Rate 01 Small Volume General Service			
	Storage			
1	Union North West	285,032	2	0.0007
1	Union North East	727,905	14	0.0020
2	Total Rate 01	1,012,937	17	0.0020
3	Total Rate 01	1,012,937	17	0.0016
	Rate 10 Large Volume Caparal Service			
	Rate 10 Large Volume General Service			
4	Storage Union North West	70.070	1	0.0007
4 5	Union North East	79,876		
6	Total Rate 10	275,003	<u> </u>	0.0019
0		354,879	0	0.0016
	Bata 20 Madium Valuma Firm Sanvias (2)			
	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
9	Storage (\$ / GJ)	0,000	2	0.0285
10	Demand	141 504		
10	Commodity	141,504	-	-
12	Total Rate 20	522,359	- 2	-
12	Total Rate 20	663,863	2	-
	Rate 100 Large Volume Firm Service (2)			
	Storage (\$ / GJ)			
13	Demand			
13		-	-	-
14	Commodity Total Rate 100			
15				-
	Union South			
	Rate M1 - Small Volume General Service			
16	Monthly Delivery Commodity Charge First 100 m³	1 010 202	5,409	0 5255
10	Next 150 m ³	1,010,208	,	0.5355
17	All over 250 m ³	877,779 1,175,182	4,473 5,204	0.5096 0.4429
18	Total - Rate M1			0.4429
19		3,063,170	15,087	0.4920

#### Notes:

(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.

UNION RATE ZONES Deriviation of 2023 Parkway Delivery Obligation ("PDO") Rates Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 11 Page 9 of 10

	Derivation of 2023 Fartway Derivery Ob		les	
		2023	2023	2023
		Forecast	PDO	PDO
Line		Usage	Costs (1)	Rate
No.	Particulars	(10 ³ m ³ )	(\$000s)	(cents / m ³ )
		(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	000,001	201	0.0121
18	Monthly Delivery Commodity Charge	79,111	67	0.0842
19	Total Rate M7	765,093	1,129	0.1476
10			.,.20	0
	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
				I

#### Notes:

(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

Deriviation of 2023 Parkway Delivery Obligation ("PDO") Rates				
2022	2023			
	<u>ion ("PDO") R</u> 2023			

Line No.	Particulars <u>M10 Small Wholesale Service</u>	2023 Forecast Usage (10³m³) (a)	2023 PDO Costs (1) (\$000s) (b)	2023 PDO Rate (cents / m³) (c) = (b / a)
1	Monthly Delivery Commodity Charge	329	3	0.8161
2	Total Rate M10	329	3	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)	
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 m ³	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)	
	Rate M16 Transportation Service			
20	Customer Supplied Fuel		5 (3)	
	Rate C1 - Cross Franchise Transportation Service			
21	Customer Supplied Fuel		479 (3)	
22	Total PDO Costs		34,594	

# Notes:

(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

#### UNION RATE ZONES Total Upstream Transportation Costs in Union North Rates Effective January 1, 2023

Line No.	Particulars (\$000s)	Upstream Transportation Costs per <u>EB-2021-0147 (1)</u>	Jan-22 QRAM Update (2)	Apr-22 QRAM Update (3)	Jul-22 QRAM Update (4)	Oct-22 QRAM Update (5)	Upstream Transportation Costs per EB-2022-0133
		(a)	(b)	(c)	(d)	(e)	(f) = (sum a:e)
	Rate 01						
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
	Rate 10						
6	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
	Rate 20						
11	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 3	33 22	9	660
15	Union North East	684	(9)	3	22	6	706
10	Bundled Storage	1 000	(0)				4 000
16 17	Demand Commodity	1,032 16	(2) 3	- 1	- 11	- 2	1,030 33
17	Commonly	10	5	1		Z	55
	Rate 25						
18	Delivery Rates	-	-	-	-	-	-
19	Transportation Rates	473	(7)	3	26	7	502
20	Storage Rates	-	-	-	-	-	-
	Rate 100						
21	Delivery Rates	9	-	-	-	-	9
	Gas Supply Demand						
22 23	Union North West Union North East	-	-	-	-	-	-
	Commodity Transportation 1						
24	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
			. /				

Notes:

(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

# UNION RATE ZONES 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%

# Notes:

(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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 13 Page 2 of 3

# UNION RATE ZONES Calculation of 2023 NAC Target Percentage Change Volumetric Adjustments to Union North General Service Rate Classes

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 6	First 100 m ³ Next 200 m ³ Next 200 m ³ Next 500 m ³ All Over 100 m ³ Total Rate 01 Delivery	270,317 306,938 133,899 91,454 114,119 916,727	-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 87,146 108,743 873,545
	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%	(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

Notes:

(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

# UNION RATE ZONES Calculation of 2023 NAC Target Percentage Change Volumetric Adjustments to Union South General Service Rate Classes

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	First 1,000 m³ Next 6,000 m³ Next 13,000 m³	58,676 285,552 322,659	-7.0% -7.0% -7.0%	(4,084) (19,874) (22,457)	54,593 265,677 300,202
9	All Over 20,000 m ³	412,212	-7.0%	(28,690)	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

Notes:

(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

	2022 and 2023 Capital Pass-throu	gh Adjustments Alloc	ation by Rate Class	
Line No.	Particulars (\$000's)	2022 Capital Pass-Through Adjustment (1) (a)	2023 Capital Pass-Through Adjustment (b)	Change (c) = (b - a)
	Union North In-Franchise			
1 2 3 4 5	R01 R10 R20 R25 R100	4,679 2,353 2,281 427 2,506	5,252 2,419 2,312 438 2,515	572 66 31 11 9
6	Total Union North In-Franchise	12,247	12,936	690
	Union South In-Franchise			
7 8 9 10 11 12 13 14 15 16 17	Rate M1 Rate M2 Rate M4 Rate M5 Rate M7 Rate M9 Rate M10 Rate T1 Rate T2 Rate T3 Total Union South In-Franchise	1,586 2,667 1,910 (342) 605 121 3 959 7,434 883 15,824	2,755 2,765 1,859 (293) 597 123 3 928 7,079 889 16,704	1,170 98 (51) 50 (7) 1 0 (32) (354) 6
	<u>Ex-Franchise</u>			
18 19 20 21 22 23	Excess Utility Space Rate M12 Rate M13 Rate M16 Rate M17 Rate C1	(66) 101,365 (6) 262 - 2,386	(42) 100,680 (5) 234 - 2,244	23 (685) 1 (29) - (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

UNION RATE ZONES

Notes:

(1) EB-2021-0147, Exhibit D, Tab 2, Rate Order, Working Papers, Schedule 14, p. 1, column (b).

# Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 14 Page 2 of 10

Line No.	Particulars (\$000's)	Delivery	Transportation	Storage	Total
		(a)	(b)	(c)	(d) = (a + b + c)
	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

# UNION RATE ZONES Summary of 2023 Capital Pass-Through Adjustments Allocation to Rate Class by Rate Component

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

### UNION RATE ZONES Summary of 2023 Capital Pass-Through Adjustments Allocation to Rate Class by Capital Pass-through Project

Line No.	Particulars (\$000's)	Parkway Projects (a)	BOP (b)	2016 D-P Expansion (c)	2017 D-P Expansion (d)	Panhandle Reinforcement (e)	Sudbury Replacement (f)	Total (g) = sum(a - f)
	Union North In-franchise	(4)	(5)	(0)	(4)	(0)	(1)	(g) – 3un(a - 1)
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 5	Rate 25 Rate 100	(21) (35)	(4) (10)	(17) (33)	(42) (102)	(7) (18)	529 2,714	438 2,515
5	Nate 100	(33)	(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

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 14 Page 4 of 10

# UNION RATE ZONES 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

# Notes:

(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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 14 Page 5 of 10

### UNION RATE ZONES

# 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

# Notes:

(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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 14 Page 6 of 10

# 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

# Notes:

(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

# UNION RATE ZONES 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

# Notes:

(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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 14 Page 8 of 10

# <u>UNION RATE ZONES</u> 2017 Dawn-Parkway Expansion <u>2019 - 2023 Lobo D, Bright C and Dawn H Compressor Project Revenue Requirement</u>

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

# Notes:

(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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 14 Page 9 of 10

#### UNION RATE ZONES 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

### Notes:

(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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 14 Page 10 of 10

# UNION RATE ZONES 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

Notes:

(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.

Filed: 2022-10-07 EB-2022-0133 Exhibit D Tab 2 Rate Order Working Papers Schedule 15 Page 1 of 1

# 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)
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)		(37,340)
	Union North			
7	Rate 20	(371)	-	(371)
8	Rate 100	(4,974)	-	(4,974)
9	Total Union North	(5,346)	-	(5,346)
10	Total (line 6 + line 9)	(42,686)	-	(42,686)

Notes:

(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.