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JAN - 2 2008

**ONTARIO ENERGY BOARD** 

December 28, 2007

Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street
Suite 2601
Toronto, Ontario
M4P 1E4

BY PUROLATOR

Dear Kirsten:

Re: EB-2007-0927 - Affidavit of Service

Please find enclosed the original Affidavit of Service with respect to the delivery of the Decision and Order in the above noted matter. The Decision and Order was sent via courier to Mr. McMahon, Mr. Stoll and Mr. Alkalay on December 24, 2007.

If you require any further information regarding this Application, please do not hesitate to contact us.

Yours very truly

NATURAL RESOURCE GAS LIMITED

Chuck Hindley General Manager

Encl.

**IN THE MATTER OF** the Ontario Energy Board Act, 1998 R.S.O. 1998, Chapter 15 (Sched. B);

**AND IN THE MATTER OF** an Application by Natural Resource Gas Limited, pursuant to section 36(1) of the Ontario Energy Board Act, 1998, for an order or orders approving or fixing just and reasonable rates and other charges for the sale, distribution, transmission, and storage of gas as of January 1, 2008;

**AND IN THE MATTER OF** the quarterly rate adjustment mechanism approved by the Ontario Energy Board.

## **AFFIDAVIT**

I, MARK BRISTOLL, of the City of London, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

On *Monday*, December 24, 2007, I served a copy of the Decision and Order via courier to the following persons:

Mr. Patrick McMahon Manager, Regulatory Research and Records Union Gas Limited 50 Keil Drive North Chatham, Ontario N7M 5M1

Mr. Scott Stoll Aird & Berlis BCE Place, 181 Bay Street, Suite 1800, Box 754 Toronto, Ontario M5J 2T9 Mr. George Alkalay c/o Northfield Venture Ltd. 95 King View Crescent King City, Ontario L7B 1K5

Attached hereto as Exhibit "A" to this my Affidavit is a true copy of the acknowledgement of the receipt issued by Purolator Courier for the copies sent on December 24, 2007

Exhibit "B" contains a copy of the attachments that were included in the package.

SWORN BEFORE ME at the City of in the Province of Ontario this with day of October, 2007.

A Commissioner of Oaths in and for the Province of Ontario

Mark Bristoll





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TRACKING DETAILS

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**Shipment: PIN** 329006667979

Package Details NORTHFIELD VENTURES 95 KING VIEW CRS

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2007/12/27	13:52	Delivered to SNR787036 at AT DOOR of NORTHFIELD VENTURES at 95 KING VIEW CRS VAUGHAN, ON	•	
2007/12/27	07:01	On vehicle for delivery VAUGHAN, ON		
2007/12/27	05:44	Shipment In Transit VAUGHAN, ON	PRE2	
2007/12/24	09:50	Picked up by Purolator at Reception from Resource Gas Ltd. of NATURAL RESOURCE GAS LTD. at 39 BEECH ST E, AYLMER, ON N5H1B4 LONDON, ON		

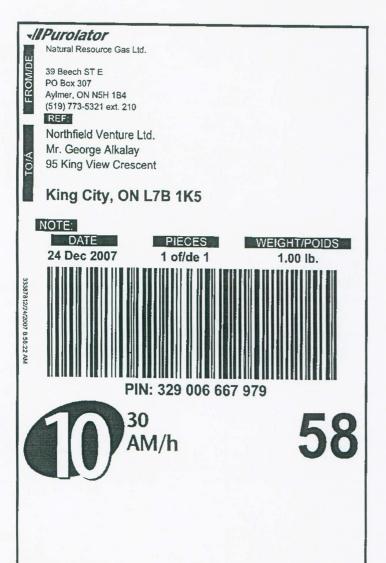
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ATTRONT OF MARC BRISTOCK
SWOOD SERVE ME THIS SOUT
SAMOT SERMEN 2007



Description:

No Declared Value Entered By Sender / Aucune valeur déclarée entrée par l'expéditeur

#### CONDITIONS OF CARRIAGE

IMPORTANT - PLEASE READ: The consignor agrees that the act of tendering the shipment to the carrier for transportation shall be sufficient to constitute signature of this bill of lading by the consignor and shall bind the consignor to the conditions of carriage stated below.

RECEIPT Carrier acknowledges receiving from the shipper, at the point of origin and on the date specified, the shipment described in this bill of lading in apparent good order, except as noted (contents and conditions of contents of shipment unknown), and agrees to carry and deliver the shipment to the receiver at the destination set out in this bill of lading, subject to payment of all lawful charges. "Carrier" refers to Purolator Courier Ltd. and any connecting and/or successive carriers involved in the transportation of the shipment herein described, including any of their respective subsidiaries, controlled entities, and their respective employees, agents and independent contractors.

LIMITATION ON LIABILITY Carrier's liability in respect of the shipment described in this bill of lading (including for any loss, damage, delay, misdelivery, non-delivery or failure to deliver) is limited to \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment, unless a higher value is declared in the specially marked Purolator Online Shipping user entry field, "Declared Value for Insurance (\$)". Notwithstanding any disclosure of the nature or value of the goods carried or any special agreement to the contrary, carrier is not liable under any circumstances for the consequences of delay, or for any indirect or consequential damages (including lost profits) howsoever caused.

NOTICE OF CLAIM Carrier is not liable for any loss, damage or delay to any goods carried under this bill of lading unless notice of the claim setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. Subject to any overriding statutory provisions, the final statement of the claim must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill. If the Convention applies, other notice periods may govern. No claim will be entertained until all transportation charges due in connection with this bill of lading have been pald in full. All claims are subject to proof of amount of loss.

TERMS INCORPORATED BY REFERENCE Every service to be performed under this bill of lading is subject to the conditions of carriage contained in this bill of lading, including the terms and conditions contained in Purolator Courier Ltd.'s published terms and conditions or carriage and the terms and conditions prescribed by the law of the jurisdiction where the goods originate (including the uniform conditions of carriage thereunder, if any), if the carriage involves an ultimate destination or a stop in a country other than the country of departure, the Convention (as defined below) may apply and limit the liability of the carrier in respect of loss of, damage to or delay of cargo. "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, Poland, 12 October, 1929, or the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, Canada, 28 May, 1999, or those Conventions as amended or supplemented as may be applicable to the carriage hereunder.

MISCELLANEOUS Unless otherwise indicated, the consignor's name and address is the sender's name and address indicated on this bill of lading, and the latter is the place of execution and the place of departure; the consignee's name and address indicated on this bill of lading, and the latter is the place of destination; and the date indicated on this bill of ladings in the place of destination; and the date indicated on this bill of lading is the date of execution. There are no specific stopping places which are agreed to, and the carrier reserves the right to select the route and the mode of transportation that the carrier deems appropriate. The consignor warrants that the shipment is properly described on this bill of lading and on any accompanying documentation, and that the shipment is properly marked, addressed and packed to ensure safe transportation in accordance with the carrier's ordinary care in handling. Unless otherwise indicated on this bill of lading, the consignor waives its right to determine the volume or dimensions of the shipment, and to indicate same on this bill of lading. The consignor appoints the carrier as its agent for the performance of customs clearance and selecting a customs broker.

ENTIRE AGREEMENT The terms and conditions contained in this bill of lading, including those incorporated herein by reference, constitute the entire agreement relating to the carriage of the shipment described in this bill of lading, and no agent, servant or representative of the carrier or consignor has the authority to alter, waive or otherwise modify any provision of this agreement. In tendering the shipment described herein for carriage, the consignor agrees to these terms and conditions on his own behalf and on behalf of the consignee and any other party claiming an interest in this shipment.

Fold the Bill of Lading on the dotted line and insert into the labelope. Attach a Bill of Lading to each package. Veuillez plier ce connaissement sur la ligne pointiliée et l'insérer dans l'enveloppe autoadhésive. Veuillez joindre un connaissement à chaque colls.

-/IPurolator

E-Ship™ Online

Welcome Natural Resource Gas Ltd.

MY ACCOUNT

**SHIPMENT** 

SHIPMENT TRACKING

HISTORY & REPORTS

HELP

SIGN OFF

TRACKING DETAILS

)<u>Bac</u>k

Shipment: PIN 329006667367

**Package Details** 

PLUS 1 181-BAY ST LD LEVEL

Email Info. To: cwells@nrgas.on,ca

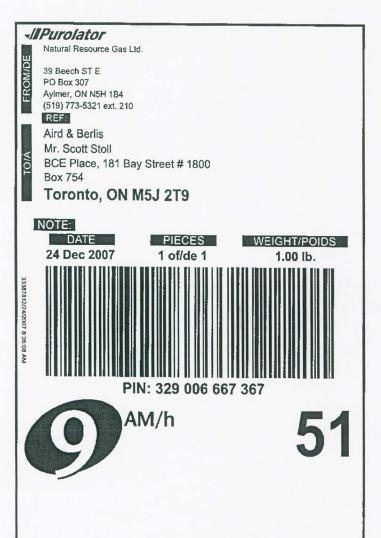
Send

Scan Date	Scan Time	Status	Comment
2007/12/27	07:57	Delivered to BRAN at MAIL ROOM of PLUS 1 at 181- BAY ST LD LEVEL TORONTO (DWNTWN/CTR VILLE),ON	
2007/12/27	07:38	On vehicle for delivery TORONTO (DWNTWN/CTR VILLE),ON	
2007/12/24	09:50	Picked up by Purolator at Reception from Resource Gas Ltd. of NATURAL RESOURCE GAS LTD. at 39 BEECH ST E, AYLMER, ON N5H1B4 LONDON, ON	

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Description:

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LIMITATION ON LIABILITY Cerrier's liability in respect of the shipment described in this bill of lading (including for any loss, damage, delay, misdelivery, non-delivery or failure to deliver) is limited to \$2.00 per pound (\$4.41 per kilogram) computed on the total weight of the shipment, unless a higher value is declared in the specially marked Purolator Online Shipping user entry field, "Declared Value for Insurance (\$)". Notwithstanding any disclosure of the nature or value of the goods carried or any special agreement to the contrary, carrier is not liable under any circumstances for the consequences of delay, or for any indirect or consequential damages (including lost profits) howsoever caused.

NOTICE OF CLAIM Carrier is not liable for any loss, damage or delay to any goods carried under this bill of lading unless notice of the claim setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the carrier within sixty (60) days after the delivery of the goods, or, in the case of failure to make delivery, within nine (9) months from the date of shipment. Subject to any overriding statutory provisions, the final statement of the claim must be filed within nine (9) months from the date of shipment, together with a copy of the paid freight bill. If the Convention applies, other notice periods may govern. No claim will be entertained until all transportation charges due in connection with this bill of lading have been paid in full. All claims are subject to proof of amount of loss.

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TRACKING DETAILS

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Shipment: PIN 329006667482

Package Details UNION GAS DOCK A 50 KEIL ST N7M5M1

Email Info. To:
Your Name:

Comment

Your Email Address:

Send

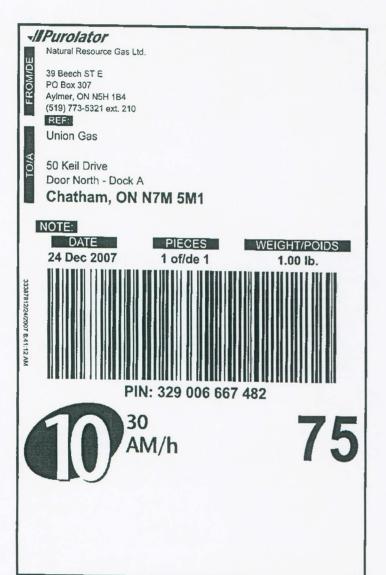
Scan Date	Scan Time	Status
2007/12/27	10:24	Delivered to BARB at RECEPTION of UNION GAS DOCK A at 50 KEIL ST N7M5M1 CHATHAM, ON
2007/12/27	09:43	On vehicle for delivery CHATHAM, ON
2007/12/24	09:50	Picked up by Purolator at Reception from Resource Gas Ltd. of NATURAL RESOURCE GAS LTD. at 39 BEECH ST E, AYLMER, ON N5H1B4 LONDON, ON

Click here for delivery signature

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EB-2007-0927

**IN THE MATTER OF** the *Ontario Energy Board Act,* 1998, S.O. 1998, c.15 (Sched. B);

AND IN THE MATTER OF an Application by Natural Resource Gas Limited, pursuant to section 36 (1) of the *Ontario Energy Board Act, 1998,* for an order or orders approving or fixing just and reasonable rates and other charges for the sale, distribution, transmission, and storage of gas as of January 1, 2008;

**AND IN THE MATTER OF** the quarterly rate adjustment mechanism approved by the Ontario Energy Board.

**BEFORE:** 

Ken Quesnelle Presiding Member

### **DECISION AND ORDER**

Natural Resource Gas Limited ("NRG") filed an application (the "Application") with the Ontario Energy Board (the "Board") on December 17, 2007, for an order or orders approving or fixing just and reasonable rates for the sale and distribution of gas commencing January 1, 2008. The application was made pursuant to NRG's approved Quarterly Rate Adjustment Mechanism. In particular, NRG's application requested:

- An order decreasing the reference price for use in determining amounts to be recorded in the Purchased Gas Commodity Variance Account ("PGCVA") by \$0.021311 per m³ from the Board approved level of \$0.326729 per m³ to \$0.305418 per m³; and
- An order decreasing the gas supply charge by \$0.021595 per m³ from the Board approved level of \$0.326808 per m³ to \$0.305213 per m³. This decrease is the sum of the decrease related to the change in the PGCVA reference price and the change required to prospectively clear the balance in the Gas Purchase Rebalancing Account ("GPRA").

NRG has provided written evidence in support of the proposed changes contained in the Application. The Application and pre-filed evidence have been provided by NRG to all parties of record in the main rates proceeding EB-2005-0544.

The Board issued a Notice of Written Hearing and Procedural Order No. 1 on December 18, 2007, allowing parties of record to file interrogatories and submissions. No submissions were received.

The Board has considered the evidence and finds that it is appropriate to adjust NRG's rates effective January 1, 2008 to reflect the projected changes in gas costs and prospective recovery of the projected twelve-month balances of the gas supply deferral accounts for the period ending December 31, 2008. The Board also finds that it is appropriate to adjust NRG's reference prices to reflect the projected changes in gas costs.

Pursuant to section 36(4.1) of the *Ontario Energy Board Act, 1998*, the Board has considered all deferral account balances related to the commodity cost of gas and is adjusting rates, as set out below, to dispose of the forecasted account balance.

#### THE BOARD ORDERS THAT:

- 1. The gas supply charge shall be decreased by \$0.021595 per m³ from the Board approved level of \$0.326808 per m³ to \$0.305213 per m³ and the rates schedules attached as Appendix "A" are approved effective January 1, 2008.
- 2. The reference price for use in determining the amounts to be recorded in the PGCVA (Account No. 179-27) shall be decreased by \$0.021311 per m³ from the Board approved level of \$0.326729 per m³ to \$0.305418 per m³, as shown in Appendix "B".
- 3. The customer notice in Appendix "C" shall be given to all customers with the first bill or invoice reflecting the new rates.

Issued at Toronto, December 21, 2007

ONTARIO ENERGY BOARD

Original signed by

Kirsten Walli Board Secretary

## APPENDIX "A" TO DECISION AND ORDER

**BOARD FILE NO. EB-2007-0927** 

DATED: December 21, 2007

#### RATE 1 - General Service Rate

#### Rate Availability

The entire service area of the Company.

#### Eligibility

All customers.

#### Rate

a) Monthly Fixed Charge \$11.50

b) Delivery Charge
First 1,000 m³ per month
All over 1,000 m³ per month
15.2999 cents per m³
10.4073 cents per m³

c) Gas Supply Charge (if applicable) Schedule A

#### Meter Readings

Gas consumption by each customer under this rate schedule shall be determined by monthly meter reading, provided that in circumstances beyond the control of the company such as strikes or non-access to a meter, the company may estimate the consumption each month as of the scheduled date of the regular monthly meter reading and render a monthly bill to the customer thereof.

#### **Delayed Payment Penalty**

When payment is not made in full by the due date noted on the bill, which date shall not be less than 16 calendar days after the date of mailing, hand delivery or electronic transmission of the bill, the balance owing will be increased by 1.5%. Any balance remaining unpaid in subsequent months will be increased by a further 1.5% per month. The minimum delayed payment penalty shall be one dollar (\$1.00).

#### **Bundled Direct Purchase Delivery**

Where a customer elects under this rate schedule to directly purchase its gas from a supplier other than NRG, the customer or their agent, must enter into a Bundled T-Service Receipt Contract with NRG for delivery of gas to NRG. Bundled T-Service Receipt Contract rates are described in rate schedule BT1. The gas supply charge will not be applicable to customers who elect said Bundled T transportation service.

Unless otherwise authorized by NRG, customers who are delivering gas to NRG under direct purchase arrangements must obligate to deliver said gas at a point acceptable to NRG, and must acquire and maintain firm transportation on all pipeline systems upstream of Ontario.

Effective: January 01, 2008

Implementation: All bills rendered on or after January 01, 2008

## RATE 2 - Seasonal Service

#### Rate Availability

The entire service area of the company.

## Eligibility

All customers.

#### Rate

For all gas consumed from:		April 1 through October 31:	November 1 through March 31:	
a)	Monthly Fixed Charge	\$12.75	\$12.75	
b)	Delivery Charge First 1,000 m <sup>3</sup> per month Next 24,000 m <sup>3</sup> per month All over 25,000 m <sup>3</sup> per month	14.5000 cents per m <sup>3</sup> 10.0431 cents per m <sup>3</sup> 6.5417 cents per m <sup>3</sup>	18.5648 cents per m <sup>3</sup> 16.6254 cents per m <sup>3</sup> 16.1952 cents per m <sup>3</sup>	
c)	Gas Supply Charge (if applicable)	Schedule A	Schedule A	

## Meter Readings

Gas consumption by each customer under this rate schedule shall be determined by monthly meter reading, provided that in circumstances beyond the control of the company such as strikes or non-access to a meter, the company may estimate the consumption each month as of the scheduled date of the regular monthly meter reading and render a monthly bill to the customer thereof.

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Effective: January 01, 2008

Implementation: All bills rendered on or after January 01, 2008

#### RATE 3 - Special Large Volume Contract Rate

#### Rate Availability

Entire service area of the company.

#### Eligibility

A customer who enters into a contract with the company for the purchase or transportation of gas:

- a) for a minimum term of one year;
- b) that specifies a combined daily contracted demand for firm and interruptible service of at least 700 m<sup>3</sup>; and
- c) a qualifying annual volume of at least 113,000 m<sup>3</sup>.

## Rate

- . Bills will be rendered monthly and shall be the total of:
  - a) A Monthly Customer Charge:
    - A Monthly Customer Charge of \$150.00 for firm or interruptible customers; or
    - A Monthly Customer Charge of \$175.00 for combined (firm and interruptible) customers.
  - b) A Monthly Demand Charge:
    - A Monthly Demand Charge of 25.5904 cents per m<sup>3</sup> for each m<sup>3</sup> of daily contracted firm demand.
  - c) A Monthly Delivery Charge:
    - (i) A Monthly Firm Delivery Charge for all firm volumes of 3.7310 cents per m<sup>3</sup>,
    - (ii) A Monthly Interruptible Delivery Charge for all interruptible volumes to be negotiated between the company and the customer not to exceed 9.2249 cents per m<sup>3</sup> and not to be less than 6.0992 per m<sup>3</sup>.
  - d) Gas Supply Charge (if applicable)

See Schedule A.

e) Overrun Gas Charges:

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

If, on any day, the customer should take, without the company's approval in advance, a volume of gas in excess of the maximum quantity of gas which the company is obligated to deliver to the customer on such day, or if, on any day, the customer fails to comply with any curtailment notice reducing the customer's take of gas, then,

- (i) the volume of gas taken in excess of the company's maximum delivery obligation for such day, or
- (ii) the volume of gas taken in the period on such day covered by such curtailment notice (as determined by the company in accordance with its usual practice) in excess of the volume of gas authorized to be taken in such period by such curtailment notice,

as the case may be, shall constitute unauthorized overrun volume.

Any unauthorized firm overrun gas taken in any month shall be paid for at the Rate 3 Firm Delivery Charge in effect at the time the overrun occurs. In addition, the Contract Demand level shall be adjusted to the actual maximum daily volume taken and the Demand Charges stated above shall apply for the whole contract year, including retroactively, if necessary, thereby requiring recomputation of bills rendered previously in the contract year.

Any unauthorized interruptible overrun gas taken in any month shall be paid for at the Rate 1 Delivery Charge in effect at the time the overrun occurs plus any Gas Supply Charge applicable.

For any unauthorized overrun gas taken, the customer shall, in addition, indemnify the company in respect of any penalties or additional costs imposed on the company by the company's suppliers, any additional gas cost incurred or any sales margins lost as a consequence of the customer taking the unauthorized overrun volume.

- 2. In negotiating the Monthly Interruptible Commodity Charge referred to in 1(c)(ii) above, 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;
  - d) Competition.
- 3. In each contract year, the customer shall take delivery from the company, or in any event pay for it if available and not accepted by the customer, a minimum volume of gas as specified in the contract between the parties. Overrun volumes will not contribute to the minimum volume. The rate applicable to the shortfall from this minimum shall be 3.3853 cents per m<sup>3</sup> for firm gas and 5.7536 cents per m<sup>3</sup> for interruptible gas.
- 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 Firm Delivery Commodity Charge to be applied on such volume during the transition of 6.3515 cents per m³ and a gas supply commodity charge as set out in Schedule A, if applicable. Gas purchased under this clause will not contribute to the minimum volume.

#### **Bundled Direct Purchase Delivery**

Where a customer elects under this rate schedule to directly purchase its gas from a supplier other than NRG, the customer or their agent, must enter into a Bundled T-Service Receipt Contract with NRG for delivery of gas to NRG. Bundled T-Service Receipt Contract rates are described in rate schedule BT1. The gas supply charge will not be applicable to customers who elect said Bundled T transportation service.

Unless otherwise authorized by NRG, customers who are delivering gas to NRG under direct purchase arrangements must obligate to deliver said gas at a point acceptable to NRG, and must acquire and maintain firm transportation on all pipeline systems upstream of Ontario.

#### **Delayed Payment Penalty**

When payment is not made in full by the due date noted on the bill, which date shall not be less than 16 calendar days after the date of mailing, hand delivery or electronic transmission of the bill, the balance owing will be increased by 1.5%. Any balance remaining unpaid in subsequent months will be increased by a further 1.5% per month. The minimum delayed payment penalty shall be one dollar (\$1.00).

Effective: January 01, 2008

Implementation: All bills rendered on or after January 01, 2008

#### RATE 4 - General Service Peaking

#### Rate Availability

The entire service area of the company.

## Eligibility

All customers whose operations, in the judgment of Natural Resource Gas Limited, can readily accept interruption and restoration of gas service with 24 hours notice.

#### Rate

For	all gas consumed from:	April 1 through December 31:	January 1 through March 31:
a) b)	Monthly Fixed Charge Delivery Charge	\$12.75	\$12.75
0)	First 1,000 m <sup>3</sup> per month All over 1,000 m <sup>3</sup> per month	14.4501 cents per m <sup>3</sup> 10.3477 cents per m <sup>3</sup>	18.5648 cents per m <sup>3</sup> 16.6254 cents per m <sup>3</sup>
c)	Gas Supply Charge (if applicable)	Schedule A	Schedule A

## Meter Readings

Gas consumption by each customer under this rate schedule shall be determined by monthly meter reading provided that in circumstances beyond the control of the company such as strikes or non-access to a meter, the company may estimate the consumption each month as of the scheduled date of the regular monthly meter reading and render a monthly bill to the customer thereof.

#### **Delayed Payment Penalty**

When payment is not made in full by the due date noted on the bill, which date shall not be less than 16 calendar days after the date of mailing, hand delivery or electronic transmission of the bill, the balance owing will be increased by 1.5%. Any balance remaining unpaid in subsequent months will be increased by a further 1.5% per month. The minimum delayed payment penalty shall be one dollar (\$1.00).

#### Bundled Direct Purchase Delivery

Where a customer elects under this rate schedule to directly purchase its gas from a supplier other than NRG, the customer or their agent, must enter into a Bundled T-Service Receipt Contract with NRG for delivery of gas to NRG. Bundled T-Service Receipt Contract rates are described in rate schedule BT1. The gas supply charge will not be applicable to customers who elect said Bundled T transportation service.

Unless otherwise authorized by NRG, customers who are delivering gas to NRG under direct purchase arrangements must obligate to deliver said gas at a point acceptable to NRG, and must acquire and maintain firm transportation on all pipeline systems upstream of Ontario.

Effective: January 01, 2008

Implementation: All bills rendered on or after January 01, 2008

## RATE 5 - Interruptible Peaking Contract Rate

#### Rate Availability

Entire service area of the company.

#### Eligibility

A customer who enters into a contract with the company for the purchase or transportation of gas:

- a) for a minimum term of one year;
- b) that specifies a daily contracted demand for interruptible service of at least 700 m<sup>3</sup>; and
- c) a qualifying annual volume of at least 50,000 m<sup>3</sup>.

#### Rate

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

- a) A Monthly Customer Charge:
  - A Monthly Customer Charge of \$150.00.
- b) A Monthly Delivery Charge:

A Monthly Delivery Charge for all interruptible volumes to be negotiated between the company and the customer not to exceed 8.8345 cents per m<sup>3</sup> and not to be less than 5.7192 per m<sup>3</sup>.

c) Gas Supply Charge (if applicable)

See Schedule A.

d) Overrun Gas Charge:

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

If, on any day, the customer should take, without the company's approval in advance, a volume of gas in excess of the maximum quantity of gas which the company is obligated to deliver to the customer on such day, or if, on any day, the customer fails to comply with any curtailment notice reducing the customer's take of gas, then

- (i) the volume of gas taken in excess of the company's maximum delivery obligation for such day, or
- (ii) the volume of gas taken in the period on such day covered by such curtailment notice (as determined by the company in accordance with its usual practice) in excess of the volume of gas authorized to be taken in such period by such curtailment notice,

as the case may be, shall constitute unauthorized overrun volume.

Any unauthorized overrun gas taken in any month shall be paid for at the Rate 1 Delivery Charge in effect at the time the overrun occurs plus any applicable Gas Supply Charge.

For any unauthorized overrun gas taken, the customer shall, in addition, indemnify the company in respect of any penalties or additional costs imposed on the company by the company=s suppliers, any additional gas cost incurred or any sales margins lost as a consequence of the customer taking the unauthorized overrun volume.

- 2. In negotiating the Monthly Interruptible Commodity Charge referred to in 1(c) above, the matters to be considered include:
  - The volume of gas for which the customer is willing to contract;

- b) The load factor of the customer's anticipated gas consumption and 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;
- d) Competition.
- 3. In each contract year, the customer shall take delivery from the company, or in any event pay for it if available and not accepted by the customer, a minimum volume of gas of 50,000 m³. Overrun volumes will not contribute to the minimum volume. The rate applicable to the shortfall from this annual minimum shall be 5.9604 cents per m³ for interruptible gas.

#### **Bundled Direct Purchase Delivery**

Where a customer elects under this rate schedule to directly purchase its gas from a supplier other than NRG, the customer or their agent, must enter into a Bundled T-Service Receipt Contract with NRG for delivery of gas to NRG. Bundled T-Service Receipt Contract rates are described in rate schedule BT1. The gas supply charge will not be applicable to customers who elect said Bundled T transportation service.

Unless otherwise authorized by NRG, customers who are delivering gas to NRG under direct purchase arrangements must obligate to deliver said gas at a point acceptable to NRG, and must acquire and maintain firm transportation on all pipeline systems upstream of Ontario.

### **Delayed Payment Penalty**

When payment is not made in full by the due date noted on the bill, which date shall not be less than 16 calendar days after the date of mailing, hand delivery or electronic transmission of the bill, the balance owing will be increased by 1.5%. Any balance remaining unpaid in subsequent months will be increased by a further 1.5% per month. The minimum delayed payment penalty shall be one dollar (\$1.00).

Effective: January 01, 2008

Implementation: All bills rendered on or after January 01, 2008

## SCHEDULE A - Gas Supply Charges

## Rate Availability

Entire service area of the company.

## Eligibility

All customers served under Rates 1, 2, 3, 4 and 5.

## Rate

The Gas Supply Charge applicable to all sales customers shall be made up of the following charges:

PGCVA Reference Price GPRA Recovery Rate	(EB-2007-0927) (EB-2007-0927)	30.5418 cents per m3 (0.2033) cents per m3
System Gas Fee Total Gas Supply Charge	(EB-2005-0544)	0.1828 cents per m3 30.5213 cents per m3

#### Note:

PGCVA means Purchased Gas Commodity Variance Account GPRA means Gas Purchase Rebalancing Account

Effective: January 01, 2008

Implementation: All bills rendered on or after January 01, 2008

#### RATE BT1 - Bundled Direct Purchase Contract Rate

## Availability

Rate BT1 is available to all customers or their agent, who enter into a Receipt Contract for delivery of gas to NRG. The availability of this option is subject to NRG obtaining a satisfactory agreement or arrangement with Union Gas and NRG's gas supplier for direct purchase volume and DCQ offsets.

## Eligibility

All customers electing to purchase gas directly from a supplier other than NRG must enter into a Bundled T-Service Receipt Contract with NRG either directly or through their agent, for delivery of gas to NRG at a mutually acceptable delivery point.

#### Rate

For gas delivered to NRG at any point other than the Ontario Point of Delivery, NRG will charge a customer or their agent, all approved tolls and charges incurred by NRG to transport the gas to the Ontario Point of Delivery.

#### Note:

Ontario Point of Delivery means Dawn or Parkway on the Union Gas System as agreed to by NRG and NRG's customer or their agent.

Effective: January 01, 2008

Implementation: All bills rendered on or after January 01, 2008

# APPENDIX "B" TO DECISION AND ORDER

**BOARD FILE NO. EB-2007-0927** 

DATED: December 21, 2007

#### Accounting Entries for the Purchased Gas Commodity Variance Account

Note: Account numbers are in accordance with the Uniform System of Accounts for Gas Utilities, Class A, prescribed under the Ontario Energy Board Act.

Debit/Credit - Account No. 179-27

Purchased Gas Commodity Variance Account (PGCVA)

Credit/Debit - Account No. 623

Gas Purchases

To record monthly as a debit (credit) in Deferral Account No. 179-27 (PGCVA) the difference between the unit cost of all gas commodity purchased by NRG each month including local production and NRG's weighted average cost of gas, the latter being \$0.305418 per m<sup>3</sup> approved for rate making purposes effective January 1, 2008.

Debit/Credit - Account No. 179-28

Interest on PGCVA

Credit/Debit - Account No. 323

Other Interest Expense

To record monthly as a debit (credit) in Deferral Account No. 179-28 (PGCVA), simple interest on the balance in Account No. 179-27. Such interest shall be computed monthly on the opening balance in the account at the Board approved short-term debt rate and shall not be compounded.

## APPENDIX "C" TO DECISION AND ORDER

**BOARD FILE NO. EB-2007-0927** 

DATED: December 21, 2007

## IMPORTANT INFORMATION ABOUT YOUR GAS BILL

On all bills rendered by NRG on or after January 1, 2008, the price we charge for the gas commodity and transportation portion of your bill will be decreasing by \$0.021595 per cubic meter to \$0.305213 per cubic meter. The Ontario Energy Board (OEB) has approved this change to reflect the prices that NRG expects that it will be paying to its gas suppliers through to the end of December, 2008. On your gas bill this cost is on the line entitled "Gas Commodity".

As a regulated utility, NRG is permitted to recover what it pays for the purchase of gas plus any costs reasonably associated with this purchase but with no mark up or 'profit'. The price the utility charges you is based on the forecasted gas and transportation costs to NRG, which are periodically reviewed by the OEB and reconciled with actual costs. The gas commodity portion gets adjusted regularly throughout the year as the price of the gas commodity changes.

How will this price increase impact you? That will depend on the amount of gas that you use. For a typical residential customer who consumes approximately 2,000 cubic meters of gas annually, this price change will cause your annual heating costs to decrease by approximately \$43 per year. For customers who have arranged to have their gas supplied by a gas marketer/broker, the price may or may not change depending on the terms of the contract the customer has with the gas marketer/broker.

If you have any questions about this rate change, please do not hesitate to contact us at 519-773-5321. We thank you for continuing to make natural gas your fuel of choice.