

EB-2007-0606

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

AND IN THE MATTER OF an Application by Union Gas Limited for an order or orders approving or fixing just and reasonable rates and other charges for the sale, distribution, transmission, and storage of gas for the period commencing January 1, 2008;

BEFORE: Gordon Kaiser

Vice Chair and Presiding Member

Paul Sommerville Presiding Member

Cynthia Chaplin Member

INTERIM RATE ORDER (for rates effective January 1, 2008)

Background

Union Gas Limited ("Union") filed an Application on May 11, 2007 under section 36 of the Ontario Energy Board Act, 1998, S.O. c.15, Schedule B, as amended, for an order of the Ontario Energy Board (the "Board") approving or fixing a multi-year incentive rate mechanism to determine rates for the regulated distribution, transmission and storage of natural gas, effective January 1, 2008. The Board assigned file number EB-2007-0606 to the Application.

On September 21, 2007, Union filed a Notice of Motion for an order (1) Declaring Union's rates for the regulated distribution, transmission and storage of natural gas to be interim effective January 1, 2008; and (2) Implementing new interim rates effective January 1, 2008.

On October 18, 2007, the Board issued Procedural Order No. 9 which directed that Union's Motion be heard on November 6, 2007. On November 6, 2007, the Board issued a Decision at the conclusion of the oral hearing directing Union to implement an interim rate increase for 2008 for the following costs which were previously approved by the Board:

Storage premium (net of the sharing of transmission margin) \$3.756 million

Demand Side Management programs \$1.700 million

Gas Distribution Access Rule \$1.643 million

Total \$7.099 million

The Board also accepted the implementation of the new M1 and M2 rate classes. Union submitted its Draft Rate Order and supporting documentation to the Board and intervenors on November 16, 2007. Union proposed to implement interim rates January 1, 2008 in accordance with the Board's Decision. Procedural Order No. 12 allowed interested parties until November 26, 2007 to comment on Union's Draft Rate Order. No comments were filed.

Under proceeding EB-2007-0918 Union filed a draft rate order on November 27, 2007 seeking approval of its QRAM rates effective January 1, 2008.

The Board notes that the rates approved in this Order will be immediately superseded by the rates approved in the January 2008 QRAM Decision and Interim Order (EB-2007-0918).

Costs

Treatment for cost awards was outlined earlier in this proceeding. The same treatment shall continue to apply.

THE BOARD ORDERS THAT:

- 1. The rate changes set out in Appendix "A" and the rate schedules set out in Appendix "B" are approved effective January 1, 2008. These interim rates will be immediately superseded by the rates resulting from the January 2008 QRAM decision (Board File No. EB-2007-0918).
- 2. The rates pursuant to all contracts for interruptible service under Rates M5A, M7, T1 and R25 shall be adjusted effective January 1, 2008 by the amounts set out in Appendix "C". These interim rates will be immediately superseded by the rates resulting from the January 2008 QRAM decision (Board File No. EB-2007-0918).

DATED at Toronto, December13, 2007

ONTARIO ENERGY BOARD

Original signed by

Kirsten Walli Board Secretary

APPENDIX "A" TO INTERIM RATE ORDER BOARD FILE NO. EB-2007-0606 DATED December 13, 2007

<u>UNION GAS LIMITED</u> Northern & Eastern Operations Area Summary of Changes to Sales Rates Rate 01A - Small Volume General Firm Service

Line No.	Particulars (cents/m³)	EB-2007-0598 Approved October 1, 2007	Rate	EB-2007-0606 Approved January 1, 2008
NO.	rardediars (certism)	Rate (a)	Change (b)	Rate (c)
1	Monthly Charge - All Zones	\$16.00	,,	\$16.00
	Monthly Delivery Charge - All Zones			
2	First 100 m ³	9.2380	0.1615	9.3995
3	Next 200 m ³	8.6369	0.1537	8.7906
4	Next 200 m ³	8.2100	0.1482	8.3582
5	Next 500 m ³	7.8180	0.1431	7.9611
6	Over 1,000 m ³	7.4944	0.1389	7.6333
J	0.00.1,000.11	7.4544	0.1000	7.0000
7	Delivery - Price Adjustment (All Volumes)	(0.3277) (1)		(0.3277) (2)
	Gas Transportation Service			
8	Fort Frances	2.9778	0.0004	2.9782
9	Western Zone	3.0018	0.0005	3.0023
10	Northern Zone	3.6137	0.0005	3.6142
11	Eastern Zone	4.1393	0.0007	4.1400
12	Transportation - Price Adjustment (All Zones)	(0.6158) (3)		(0.6158) (4)
	Storage Service			
13	Fort Frances	1.9099		1.9099
14	Western Zone	1.9075		1.9075
15	Northern Zone	2.2951		2.2951
16	Eastern Zone	2.6079		2.6079
17	Storage - Price Adjustment (All Zones)	(0.0170) (5)		(0.0170) (6)
	Commodity Cost of Gas and Fuel			
18	Fort Frances	28.5823		28.5823
19	Western Zone	28.8494		28.8494
20	Northern Zone	29.2137		29.2137
21	Eastern Zone	29.5223		29.5223
22	Commodity and Fuel - Price Adjustment (All Zones)	(6.2521) (7)		(6.2521) (8)

- (1) Includes a temporary credit of (0.3277) cents/m³ for the period January 1 to March 31, 2008.
- (2) Includes a temporary credit of (0.3277) cents/m³ for the period January 1 to March 31, 2008.
- (3) Includes Prospective Recovery of (0.0796), 0.0580, 0.0411, (0.0131) and a temp credit of (0.6222) cents/m³ for the period Jan 1-Mar 31, 2008.
- (4) Includes Prospective Recovery of (0.0796), 0.0580, 0.0411, (0.0131) and a temp credit of (0.6222) cents/m³ for the period Jan 1-Mar 31, 2008.
- (5) Includes Prospective Recovery of (0.0029) and (0.0141) cents/m³.
- (6) Includes Prospective Recovery of (0.0029) and (0.0141) cents/m³.
- (7) Includes Prospective Recovery of (2.7354), (1.0007), (0.8211) and (1.6949) cents/ m^3 .
- (8) Includes Prospective Recovery of (2.7354), (1.0007), (0.8211) and (1.6949) cents/m³.

UNION GAS LIMITED Northern & Eastern Operations Area Summary of Changes to Sales Rates Rate 10 - Large Volume General Firm Service

Line		EB-2007-0598 Approved October 1, 2007	Rate	EB-2007-0606 Approved January 1, 2008
No.	Particulars (cents/m³)	Rate	Change	Rate
		(a)	(b)	(c)
1	Monthly Charge - All Zones	\$70.00		\$70.00
	Monthly Delivery Charge - All Zones			
2	First 1,000 m ³	7.3562	0.1024	7.4586
3	Next 9,000 m ³	5.8543	0.0817	5.9360
4	Next 20,000 m ³	4.9979	0.0699	5.0678
5	Next 70,000 m ³	4.4495	0.0623	4.5118
6	Over 100,000 m ³	2.3725	0.0337	2.4062
7	Delivery - Price Adjustment (All Volumes)	0.0563 (1)		0.0563 (2)
	Gas Transportation Service			
8	Fort Frances	2.7311		2.7311
9	Western Zone	2.7552		2.7552
10	Northern Zone	3.3670		3.3670
11	Eastern Zone	3.8927		3.8927
12	Transportation - Price Adjustment (All Zones)	(0.6437) (3)		(0.6437) (4)
	Storage Service			
13	Fort Frances	1.2255		1.2255
14	Western Zone	1.2231		1.2231
15	Northern Zone	1.6107		1.6107
16	Eastern Zone	1.9235		1.9235
17	Storage - Price Adjustment (All Zones)	(0.0193) (5)		(0.0193) (6)
	Commodity Cost of Gas and Fuel			
18	Fort Frances	28.5823		28.5823
19	Western Zone	28.8494		28.8494
20	Northern Zone	29.2137		29.2137
21	Eastern Zone	29.5223		29.5223
22	Commodity and Fuel - Price Adjustment (Alf Zones)	(6.2521) (7)		(6.2521) (8)

- (1) Includes a temporary charge of 0.0563 cents/m³ for the period January 1 to March 31, 2008.
- (2) Includes a temporary charge of 0.0563 cents/m 3 for the period January 1 to March 31, 2008.
- (3) Includes Prospective Recovery of (0.0779), 0.0604, 0.0449, (0.0131) and a temp credit of (0.6580) cents/m³ for the period Jan 1-Mar 31, 2008.
- (4) Includes Prospective Recovery of (0.0779), 0.0604, 0.0449, (0.0131) and a temp credit of (0.6580) cents/m³ for the period Jan 1-Mar 31, 2008.
- (5) Includes Prospective Recovery of (0.0043) and (0.0150) cents/m³.
- (6) Includes Prospective Recovery of (0.0043) and (0.0150) cents/m³.
- (7) Includes Prospective Recovery of (2.7354), (1.0007), (0.8211) and (1.6949) cents/m³.
- (8) Includes Prospective Recovery of (2.7354), (1.0007), (0.8211) and (1.6949) cents/m³.

UNION GAS LIMITED

Northern & Eastern Operations Area Summary of Changes to Sales Rates Rate 20 - Medium Volume Firm Service

Line		EB-2007-0598 Approved October 1, 2007	Rate	EB-2007-0606 Approved January 1, 2008
No.	Particulars (cents/m³)	Rate	Change	Rate
		(a)	(b)	(c)
1	Monthly Charge	\$780.00		\$780.00
	Delivery Demand Charge			
2	First 70,000 m ³	20.3317	0.1467	20.4784
3	All over 70,000 m ³	11.9561	0.0863	12.0424
	Delivery Commodity Charge			
4	First 852,000 m ³	0.2877	0.0214	0.3091
5	All over 852,000 m ³	0.2131	0.0158	0.2289
	Monthly Gas Supply Demand Charge			
6	Fort Frances	25.3849		25.3849
7	Western Zone	25.8508	0.0052	25.8560
8	Northern Zone	42.7815	0.0086	42.7901
9	Eastern Zone	56.9336	0.0114	56.9450
10	Gas Supply Demand - Price Adjustment (All Zones)	0.3573 (1)		0.3573 (2)
	Commodity Transportation 1			
11	Fort Frances	2.1971		2.1971
12	Western Zone	2.2058		2.2058
13	Northern Zone	2.6055		2.6055
14	Eastern Zone	2.9409		2.9409
15	Transportation 1 - Price Adjustment (All Zones)	(0.0909) (3)		(0.0909) (4)
	Commodity Transportation 2			
16	Fort Frances	0.1334		0.1334
17	Western Zone Northern Zone	0.1310 0.2059		0.1310 0.2059
18 19	Eastern Zone	0.2733		0.2733
	Commodity Cost of Gas and Fuel			
20	Fort Frances	28.8230		28.8230
21	Western Zone	29.0924		29.0924
22	Northern Zone	29.4598		29.4598
23	Eastern Zone	29.7710		29.7710
24	Commodity and Fuel - Price Adjustment (All Zones)	(6.2521) (5)		(6.2521) (6)
	Bundled Storage Service (\$/GJ)			
25	Monthly Demand Charge	11.289		11.289
26	Commodity Charge	0.240		0.240
27	Storage Demand - Price Adjustment	(0.268) (7)		(0.268) (8)

- (1) Includes Prospective Recovery of 0.3066 and 0.0507 cents/m³.
- (2) Includes Prospective Recovery of 0.3066 and 0.0507 cents/m³.
- (3) Includes Prospective Recovery of (0.0918), 0.0343, (0.0203) and (0.0131) cents/m³.
- (4) Includes Prospective Recovery of (0.0918), 0.0343, (0.0203) and (0.0131) cents/m³.
- (5) Includes Prospective Recovery of (2.7354), (1.0007), (0.8211) and (1.6949) cents/m³.
- (6) Includes Prospective Recovery of (2.7354), (1.0007), (0.8211) and (1.6949) cents/m³.
- (7) Includes Prospective Recovery of (0.119) and (0.149) \$/GJ.
- (8) Includes Prospective Recovery of (0.119) and (0.149) \$/GJ.

<u>UNION GAS LIMITED</u> Northern & Eastern Operations Area Summary of Changes to Sales Rates

Rate 100 - Large Volume High Load Factor Firm Service

Line No.	Particulars (cents/m³)	EB-2007-0598 Approved October 1, 2007 Rate (a)	Rate Change (b)	EB-2007-0606 Approved January 1, 2008 Rate (c)
1	Monthly Charge	\$780.00	, ,	\$780.00
	Delivery Demand Charge			
2	All Zones	11.9268	0.0779	12.0047
	Balliana Commodita Channa			
3	Delivery Commodity Charge All Zones	0.2102	0.0079	0.2191
3	All ZUIGS	0.2102	0.0079	0.2181
	Monthly Gas Supply Demand Charge			
4	Fort Frances	40.6945		40.6945
5	Western Zone	41.2381		41.2381
6	Northern Zone	60.9906		60.9906
7	Eastern Zone	77.5013		77.5013
	Commodity Transportation 1			
8	Fort Frances	3.8838		3.8838
9	Western Zone	3.8903		3.8903
10	Northern Zone	4.1901		4.1901
11	Eastern Zone	4.4417		4.4417
	Commodity Transportation 2			
12	Fort Frances	0.1334		0.1334
13	Western Zone	0.1310		0.1310
14	Northern Zone	0.2059		0.2059
15	Eastern Zone	0.2733		0.2733
	Commodity Cost of Gas and Fuel			
16	Fort Frances	28.8230		28.8230
17	Western Zone	29.0924		29.0924
18	Northern Zone	29.4598		29.4598
19	Eastern Zone	29.7710		29.7710
20	Commodity and Fuel - Price Adjustment (All Zones)	(6.2521) (1)		(6.2521) (2)
	Bundled Storage Service (\$/GJ)			
21	Monthly Demand Charge	11.289		11.289
22	Commodity Charge	0.240		0.240
23	Storage Demand - Price Adjustment	(0.268) (3)		(0.268) (4)

- (1) Includes Prospective Recovery of (2.7354), (1.0007), (0.8211) and (1.6949) cents/m³.
- (2) Includes Prospective Recovery of (2.7354), (1.0007), (0.8211) and (1.6949) cents/m³.
- (3) Includes Prospective Recovery of (0.119) and (0.149) \$/GJ.
- (4) Includes Prospective Recovery of (0.119) and (0.149) \$/GJ.

<u>UNION GAS LIMITED</u> Northern & Eastern Operations Area Summary of Changes to Sales Rates

Line No.	Particulars (cents/m³)	EB-2007-0598	Rate Change (b)	EB-2007-0606 Approved January 1, 2008 Rate (c)
1	Rate 25 - Large Volume Interruptible Service Monthly Charge	\$190.00		\$190.00
2	Delivery Charge - All Zones * Maximum	4.5768	0.0640	4.6408
3 4	Gas Supply Charges - All Zones Minimum Maximum	14.3135 140.5622		14.3135 140.5622
5	Rate 77 - Wholesale Transportation Service Monthly Charge	\$145.00		\$145.00
6	Delivery Demand Charge - All Zones	28.2927	0.1930	28.4857

^{*} see Appendix C

UNION GAS LIMITED Southern Operations Area Summary of Changes to Sales Rates

Line No.	Particulars (cents/m³)	EB-2007-0598 Approved October 1, 2007 Rate	Rate Change	EB-2007-0606 Approved January 1, 2008 Rate
		(a)	(b)	(c)
	Utility Sales	00 5000		00 5000
1	Commodity and Fuel	29.5223		29.5223
2	Commodity and Fuel - Price Adjustment	(4.5404) (1)		(4.5404) (2)
3	Transportation	3.3287		3.3287
4	Total Gas Supply Commodity Charge	28.3106	· · · · · · · · · · · · · · · · · · ·	28.3106
	M4 Firm Commercial/Industrial			
5	Minimum annual gas supply commodity charge	4.9515		4.9515
	M5A Interruptible Commercial/Industrial			
6	Minimum annual gas supply commodity charge	4.9515		4.9515
	Storage and Transportation Supplemental Services - Rate T1 & T3 Monthly demand charges: (\$/GJ)	<u>\$/GJ</u>		<u>\$/GJ</u>
7	Firm gas supply service	29.027		29.027
8	Firm backstop gas	3.902		3.902
	Commodity charges:			
9	Gas supply	7.846		7.846
10	Backstop gas	10.696	0.002	10.698
11	Reasonable Efforts Backstop Gas	10.368	0.126	10.494
12	Supplemental Inventory	Note (3)		Note (3)
13	Supplemental Gas Sales Service (cents/m³)	42.5875	0.0141	42.6016
14	Failure to Deliver	3.000	0.1260	3.126
15	Discretionary Gas Supply Service (DGSS)	Note (4)		Note (4)

- (1) Incls. Prospective Recovery of (1.2473), (1.2208), (0.7674), (1.3533) and a temp charge of 0.0484 cents/m³ for the period Jan 1-Mar 31, 2008.
- (2) Incls. Prospective Recovery of (1.2473), (1.2208), (0.7674), (1.3533) and a temp charge of 0.0484 cents/m³ for the period Jan 1-Mar 31, 2008.
- (3) The charge for banked gas purchases shall be the higher of the daily spot gas cost at Dawn in the month of or the month following the month in which gas is sold under this rate and shall not be less than Union's approved weighted avg. cost of gas.
- (4) Reflects the "back to back" price plus gas supply administration charge.

UNION GAS LIMITED Southern Operations Area Summary of Changes to Sales Rates

Line No.	Particulars (cents/m³)	EB-2007-0598 Approved October 1, 2007 Rate	Rate Change	EB-2007-0606 Approved January 1, 2008 Rate
		(a)	(b)	(c)
1	M1 Small Volume General Service Rate Monthly Charge	\$16.00		\$16.00
	Monthly delivery commodity charge:			
2	First 1 400 m ³	5.1701		n/a
3	Next 4 600 m ³	4.1427		n/a
4	Next 124 000 m ³	3.0859		n/a
5	Next 270 000 m ³	2.4743		n/a
6	All over 400 000 m ³	2.2978		n/a
7	First 100 m ³	n/a		5.5704
8	Next 150 m ³	n/a		5.2862
9	All over 250 m ³	n/a		4.6134
10	Delivery - Price Adjustment (All Volumes)	(0.1753) (1)		(0.1753) (2)
11	Storage Service	0.9309	0.0738	1.0047
12	M2 Large Volume General Service Rate Monthly Charge	\$16.00	\$54.00	\$70.00
	Monthly delivery commodity charge:			
13	First 1 400 m ³	5.1701		n/a
14	Next 4 600 m ³	4.1427		n/a
15	Next 124 000 m ³	3.0859		n/a
16	Next 270 000 m ³	2.4743		n/a
17	All over 400 000 m ³	2.2978		n/a
18	First 1 000 m ³	n/a		3.7061
19	Next 6 000 m ³	n/a		3.6352
20	Next 13 000 m ³	n/a		3.4235
21	All over 20 000 m ³	n/a		3.1697
22	Delivery - Price Adjustment (All Volumes)	(0.1753) (3)		(0.1753) (4)
23	Storage Service	0.9309	(0.1919)	0.7390
	M4 Firm comm/ind contract rate Monthly demand charge:			
24	First 8 450 m ³	45.6744	0.2394	45.9138
25	Next 19 700 m ³	19.8165	0.1039	19.9204
26	All over 28 150 m ³	16.4565	0.0863	16.5428
27	Monthly delivery commodity charge: First block	0.9291	0.0418	0.9709
28	All remaining use	0.5089	0.0229	0.5318
29	Delivery - Price Adjustment (All Volumes)	(0.0713) (5)	0.0220	(0.0713) (6)
30	Minimum annual delivery commodity charge	1.2464	0.0418	1.2882

- (1) Incls. Prospective Recovery of (0.0031), (0.0027), (0.0416), (0.0004) and a temp credit of (0.1275) cents/m³ for the period Jan 1-Mar 31, 2008.
- (2) Incls. Prospective Recovery of (0.0031), (0.0027), (0.0416), (0.0004) and a temp credit of (0.1275) cents/m³ for the period Jan 1-Mar 31, 2008.
- (3) Incls. Prospective Recovery of (0.0031), (0.0027), (0.0416), (0.0004) and a temp credit of (0.1275) cents/m³ for the period Jan 1-Mar 31, 2008.
- (4) Incls. Prospective Recovery of (0.0031), (0.0027), (0.00476), (0.0004) and a temp credit of (0.1275) cents/m³ for the period Jan 1-Mar 31, 2008.
- (5) Includes Prospective Recovery of 0.0020, 0.0006, (0.0735) and (0.0004) cents/m³.
- (6) Includes Prospective Recovery of 0.0020, 0.0006, (0.0735) and (0.0004) cents/ m^3 .

UNION GAS LIMITED Southern Operations Area Summary of Changes to Sales Rates

Line No.	Particulars (cents/m³)	EB-2007-0598	Rate Change (b)	EB-2007-0606 Approved January 1, 2008 Rate (c)
	M5A interruptible comm/ind contract			
	Firm contracts *			
1	Monthly demand charge	27.5785	0.1597	27.7382
2	Monthly delivery commodity charge	1.7957	0.0094	1.8051
3	Delivery - Price Adjustment (All Volumes)	(0.0409) (1)		(0.0409) (2)
	Interruptible contracts *			
4	Monthly Charge	\$500.00		\$500.00
	Daily delivery commodity charge:			
5	4 800 m ³ to 17 000 m ³	1.9019	0.0079	1.9098
6	17 000 m ³ to 30 000 m ³	1.7720	0.0079	1.7799
7	30 000 m ³ to 50 000 m ³	1.7037	0.0079	1.7116
8	50 000 m ³ to 70 000 m ³	1.6558	0.0079	1.6637
9	70 000 m ³ to 100 000 m ³	1.6215	0.0079	1.6294
10	100 000 m ³ to 140 870 m ³	1.5878	0.0079	1.5957
11	Delivery - Price Adjustment (All Volumes)	(0.0409) (1)		(0.0409) (2)
12	Annual minimum delivery commodity charge	2.2192	0.0079	2.2271
	M7 Special large volume contract			
	<u>Firm</u>			
13	Monthly demand charge	25.5426	0.1067	25.6493
14	Monthly delivery commodity charge	0.3344	0.0252	0.3596
15	Delivery - Price Adjustment	0.0162 (3)		0.0162 (4)
	Interruptible *			
	Monthly delivery commodity charge:			
16	Maximum	2.7337	0.0352	2.7689
17	Delivery - Price Adjustment	0.0162 (3)		0.0162 (4)
	Seasonal *			
	Monthly delivery commodity charge:			
18	Maximum	2.4896	0.0352	2.5248
19	Delivery - Price Adjustment	0.0162 (3)		0.0162 (4)
	M9 Large wholesale service			
20	Monthly demand charge	17.0902	0.0619	17.1521
21	Monthly delivery commodity charge	0.5367	0.0010	0.5377
22	Delivery - Price Adjustment	(0.0648) (5)		(0.0648) (6)
	M10 Small wholesale service			
23	Monthly delivery commodity charge	2.6978	0.0087	2.7065

- (1) Includes Prospective Recovery of 0.0043, 0.0045, (0.0493) and (0.0004) cents/m³.
- (2) Includes Prospective Recovery of 0.0043, 0.0045, (0.0493) and (0.0004) cents/m³.
- (3) Includes Prospective Recovery of 0.0431, 0.0218, (0.0483) and (0.0004) $cents/m^3$.
- (4) Includes Prospective Recovery of 0.0431, 0.0218, (0.0483) and (0.0004) cents/m³.
- (5) Includes Prospective Recovery of (0.0066), (0.0150), (0.0428) and (0.0004) cents/m³.
- (6) Includes Prospective Recovery of (0.0066), (0.0150), (0.0428) and (0.0004) cents/m³.

^{*} Price changes to individual interruptible and seasonal contract rates are provided in Appendix C.

<u>UNION GAS LIMITED</u> Southern Operations Area <u>Summary of Changes to Contract Carriage Rates</u>

Line No.	Particulars	EB-2007-0598 Approved October 1, 2007 Rate	Rate Change	EB-2007-0606 Approved January 1, 2008 Rate
140.	1 attours	(a)	(b)	(c)
	Contract Carriage Service			
	T1 Storage and Transportation			
	Storage (\$ / GJ)			
	Monthly demand charges:			
1	Firm space	0.010		0.010
	Firm Injection/Withdrawal Right			
2	Union provides deliverability inventory	1.980		1.980
3	Customer provides deliverability inventory	1.050		1.050
4	Firm incremental injection	1.050		1.050
5	Interruptible withdrawal	1.050		1.050
	Commodity charges:			0.004
6	Withdrawal	0.064		0.064
7	Customer provides compressor fuel	0.007		0.007
8	Injection	0.064		0.064
9	Customer provides compressor fuel	0.007		0.007
10	Storage fuel ratio - customer provides fuel	0.600%		0.600%
	Transportation (cents / m³)			
11	Monthly demand charge first 140,870 m ³	18.9471	0.1285	19.0756
12	Monthly demand charge all over 140,870 m ³	12.9470	0.0878	13.0348
	Commodity charges:			
13	Firm- Union provides compressor fuel first 2,360,653 m ³	0.3573	0.0046	0.3619
14	Union provides compressor fuel all over 2,360,653 m ³	0.2767	0.0023	0.2790
15	Customer provides compressor fuel first 2,360,653 m ³	0.1604	0.0046	0.1650
16	Customer provides compressor fuel all over 2,360,653 m ³ Interruptible: *	0.0798	0.0023	0 0821
17	Maximum - Union provides compressor fuel	2.7337	0.0352	2.7689
18	Maximum - customer provides compressor fuel	2.5368	0.0352	2.5720
19	Transportation fuel ratio - customer provides fuel	0.554%		0.554%
	Authorized overrun services Storage (\$ / GJ) Commodity charges			
20	Injection May 1 to Oct 31	0.169		0.169
21	Customer provides compressor fuel	0.072		0.072
22	Withdrawals Nov 1 to Apr 30	0.169		0.169
23	Customer provides compressor fuel	0.072		0.072
24	Transportation commodity charge (cents/m³)	0.9803	0.0088	0.9891
25	Customer provides compressor fuel	0.7833	0.0088	0.7921
26	Monthly Charge	\$1,800		\$1,800

^{*} Price changes to individual interruptible contract rates are provided in Appendix C.

UNION GAS LIMITED Southern Operations Area Summary of Changes to Contract Carriage Rates

Line No.	Particulars	EB-2007-0598 Approved October 1, 2007 Rate	Rate Change	EB-2007-0606 Approved January 1, 2008 Rate
		(a)	(b)	(c)
	To 0			
	T3 Storage and Transportation Storage (\$ / GJ)			
	Monthly demand charges:			
1	Firm space	0.010		0.010
	Firm Injection/Withdrawal Right	-1-1-		0.010
2	Union provides deliverability inventory	1.980		1.980
3	Customer provides deliverability inventory	1.050		1.050
4	Firm incremental injection	1.050		1.050
5	Interruptible withdrawal	1.050		1.050
	Commodity charges:			
6	Withdrawal	0.064		0.064
7	Customer provides compressor fuel	0.007		0.007
8	Injection	0.064		0.064
9	Customer provides compressor fuel	0.007		0.007
10	Storage fuel ratio- Cust, provides fuel	0.600%		0.600%
	Transportation (cents / m ³)			
11	Monthly demand charge	9.0121	0.0621	9.0742
	Commodity charges			
12	Firm- Union supplies compressor fuel	0.3242	0.0004	0.3246
13	Customer provides compressor fuel	0.0666	0.0004	0.0670
14	Transportation fuel ratio- Cust, provides fuel	0.725%		0.725%
	Authorized overrun services			
	Storage (\$ / GJ)			
	Commodity charges:			
15	Injection	0.169		0.169
16	Customer provides compressor fuel	0.072		0.072
17	Withdrawals	0.169		0.169
18	Customer provides compressor fuel	0.072		0.072
19	Transportation commodity charge (cents/m ³)	0.6205	0.0024	0.6229
20	Customer provides compressor fuel (cents/m³)	0.3629	0.0024	0.3653
	Monthly Charge			
21	City of Kitchener	\$17,155		\$17.155
22	Natural Resource Gas	\$2.631		\$2,631
23	Six Nations	\$877		\$877
		3017		5077

<u>UNION GAS LIMITED</u> Southern Operations Area <u>Summary of Changes to Unbundled Rates</u>

Line		EB-2007-0598 Approved October 1, 2007	Rate	EB-2007-0606 Approved January 1, 2008
No.	Particulars	Rate	Change	Rate
	<u>U2 Unbundled Service</u> <u>Storage (\$ / GJ)</u> Monthly demand charges: Standard Storage Service (SSS)	(a)	(b)	(c)
1	Combined Firm Space & Deliverability Standard Peaking Service (SPS)	0.021		0.021
2	Combined Firm Space & Deliverability	0.106		0.106
3 4	Incremental firm injection right Incremental firm withdrawal right	0.955 0.955		0.955 0.955
5	Commodity charges: Injection customer provides compressor fuel	0.015		0.015
6	Withdrawal customer provides compressor fuel	0.015		0.015
7	Storage fuel ratio - Customer provides fuel	0.600%		0.600%
8 9	Authorized overrun services Storage (\$ / GJ) Commodity charges: Injection customer provides compressor fuel Withdrawal customer provides compressor fuel	0.046 0.046		0.046 0.046
	U5 Unbundled Service			
	Storage (\$ / GJ)			
	Monthly demand charges:			
10	Combined Firm Space & Deliverability	0.021		0.021
11	Incremental firm injection right	0.955		0.955
12	Incremental firm withdrawal right	0.955		0.955
	Commodity charges:			
13	Injection customer provides compressor fuel	0.015		0.015
14	Withdrawal customer provides compressor fuel	0.015		0.015
15	Storage fuel ratio - Customer provides fuel	0.600%		0.600%
	<u>Delivery (cents / m³)</u> <u>Firm contracts</u>			
16	Monthly demand charge	21.8236	0.1597	21.9833
17	Monthly delivery commodity charge	1.7957	0.0094	1.8051
18	Transportation fuel ratio - Customer provides fuel Interruptible contracts	0.554%		0.554%
19	Monthly Charge Monthly delivery commodity charge:	\$500.00		\$500.00
20	4 800 m ³ to 17 000 m ³	1.5464	0.0080	1.5544
21	17 000 m ³ to 30 000 m ³	1.4165	0.0080	1.4245
22	30 000 m ³ to 50 000 m ³	1.3482	0.0080	1.3562
23	50 000 m ³ to 70 000 m ³	1.3003	0.0080	1.3083
24	70 000 m ³ to 100 000 m ³	1.2660	0.0080	1.2740
25	100 000 m ³ to 140 870 m ³	1.2323	0.0080	1.2403
	Authorized overrun services Storage (\$ / GJ) Commodity charges:		3,3333	1.2.100
26	Injection customer provides compressor fuel	0.046		0.046
27	Withdrawal customer provides compressor fuel	0.046		0.046

<u>UNION GAS LIMITED</u> Southern Operations Area <u>Summary of Changes to Unbundled Rates</u>

Line		EB-2007-0598 Approved October 1, 2007	Rate	EB-2007-0606 Approved January 1, 2008
No.	Particulars	Rate	Change	Rate
		(a)	(b)	(c)
	U7 Unbundled Service			
	Storage (\$ / GJ) Monthly demand charges:			
1	Combined Firm Space & Deliverability	0.021		0.021
2	Incremental firm injection right	0.955		0.955
3	Incremental firm withdrawal right	0.955		0.955
	Commodity charges:	0.015		0.015
4 5	Injection customer provides compressor fuel Withdrawał customer provides compressor fuel	0.015		0.015
6	Storage fuel ratio - Customer provides fuel	0.600%		0.600%
•				
	Delivery (cents / m ³)			
7	Monthly demand charge first 140,870 m ³	18.9471	0.1285	19.0756
8	Monthly demand charge all over 140,870 m ³	12.9470	0.0878	13.0348
	Commodity charges			
9	Firm Customer provides compressor fuel first 2,360,653 m ³	0.1604	0.0046	0.1650
10	Firm Customer provides compressor fuel all over 2,360,653 m ³	0.0798	0.0023	0.0821
	Interruptible:	2.5368	0.0050	2.5720
11 12	Maximum customer provides compressor fuel Transportation fuel ratio - Customer provides fuel	2.5368 0.554%	0.0352	2.5720 0.554%
12	Transportation idei ratto - Customer provides idei	0.55476		0.554 /6
	Authorized overrun services Storage (\$ / GJ)			
13	Commodity charges: Injection customer provides compressor fuel	0.046		0.046
14	Withdrawal customer provides compressor fuel	0.046		0.046
14	Transition and additional provided dampinesson real	0,0,0		0.010
15	Transportation commodity charge (cents/m³)	0.7833	0.0088	0.7921
	Other Services & Charges			
16	Monthly Charge	\$1,800		\$1,800
	U9 Unbundled Service			
	Storage (\$ / GJ)			
	Monthly demand charges:			
17	Firm space	0.021		0.021
18	Incremental firm injection right	0.955		0.955
19	Incremental firm withdrawal right	0.955		0.955
	Commodity charges:			
20	Injection customer provides compressor fuel	0.015		0.015
21	Withdrawal customer provides compressor fuel	0.015		0.015
22	Storage fuel ratio - Customer provides fuel	0.600%		0.600%
	D C ((-13)			
00	Delivery (cents / m³)	0.0424	0.0634	0.0742
23	Monthly demand charge Commodity charges	9.0121	0.0621	9.0742
24	Firm customer provides compressor fuel	0.0666	0.0004	0.0670
25	Transportation fuel ratio - Customer provides fuel	0.725%		0.725%
	Authorized overrun services Storage (\$ / GJ)			
26	Commodity charges: Injection customer provides compressor fuel	0.046		0.046
26 27	Withdrawal customer provides compressor fuel	0.046		0.046
				T.T. 7
28	Transportation commodity charge (cents/m³)	0.3629	0.0024	0.3653
	Other Services & Charges			
	Monthly Charge			
29	City of Kitchener	\$17,155		\$17,155
30	NRG Six Nations	\$2,631		\$2,631
31	Six Nations	\$877		\$877

APPENDIX "B" TO INTERIM RATE ORDER BOARD FILE NO. EB-2007-0606 DATED December 13, 2007



Effective 2008-01-01 Rate 01A Page 1 of 2

RATE 01A - SMALL VOLUME GENERAL FIRM SERVICE

ELIGIBILITY

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end user whose total gas requirements at that location are equal to or less than 50,000 m³ per year.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

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

(b) Transportation Service

For continuous delivery on Union's distribution system from the Point of Receipt on TCPL's system to the Point of Consumption on the customer's premises of natural gas owned by the customer and transported by TCPL under a firm transportation service tariff or equivalent National Energy Board Order. For this service, the Monthly and Delivery Charges shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems.

(c) Bundled Transportation Service

For continuous delivery by Union of gas owned by the customer and for the associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service the Monthly, and Delivery Charges, as well as the Storage and Transportation Charges of the Gas Supply Charge shall apply.

MONTHLY RATES AND CHARGES

Zone Rate Schedule No.	Fort Frances 201	Western 101	Northern 301	Eastern 601
	APPLICABLE TO ALL	SERVICES		
MONTHLY CHARGE	\$16.00	\$16.00	\$16.00	\$16.00
DELIVERY CHARGE	¢ per m³	¢ per m³	¢ per m³	¢ per m³
First 100 m³ per month @ Next 200 m³ per month @ Next 200 m³ per month @ Next 500 m³ per month @ Over 1,000 m³ per month @	9.3995 8.7906 8.3582 7.9611 7.6333	9.3995 8.7906 8.3582 7.9611 7.6333	9.3995 8.7906 8.3582 7.9611 7.6333	9.3995 8.7906 8.3582 7.9611 7.6333
Delivery- Price Adjustment (All Volumes)	(0.3277)	(0.3277)	(0.3277)	(0.3277)



Effective 2008-01-01 Rate 01A Page 2 of 2

ADDITIONAL CHARGES FOR SALES SERVICE

GAS SUPPLY CHARGES

Gas Supply Charge (if applicable)

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

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

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

SERVICE AGREEMENT

Customers providing their own gas supply in whole or in part, for transportation by Union, must enter into a Service Agreement with Union.

TERMS AND CONDITIONS OF SERVICE

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

Effective

January 1, 2008

O.E.B. ORDER # EB-2007-0606

Chatham, Ontario

Supersedes EB-2007-0598 Rate Schedule effective January 1, 2008.



Effective 2008-01-01 **Rate 10** Page 1 of 2

RATE 10 - LARGE VOLUME GENERAL FIRM SERVICE

ELIGIBILITY

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end-user whose total firm gas requirements at one or more Company-owned meters at one location exceed 50,000 m³ per year.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

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

(b) Transportation Service

For continuous delivery on Union's distribution system from the Point of Receipt on TCPL's system to the Point of Consumption on the customer's premises of natural gas owned by the customer and transported by TCPL under a firm transportation service tariff or equivalent National Energy Board Order. For this service, the Monthly, and Delivery Charges shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems. Customers may reduce their assignment of transportation capacity in compliance with Union's Turnback Policy.

(c) Bundled Transportation Service

For continuous delivery by Union of gas owned by the customer and for the associated transportation and storage services necessary to ensure deliverability in accordance with the customer's needs. For this service the Monthly, and Delivery Charges, as well as the Storage and Transportation Charges of the Gas Supply Charge shall apply.

MONTHLY RATES AND CHARGES

Zone Rate Schedule No.	Fort Frances 210	Western 110	Northern 310	Eastern 610
	APPLICABLE TO A	LL SERVICES		
MONTHLY CHARGE	\$70.00	\$70.00	\$70.00	\$70.00
DELIVERY CHARGE	¢ per m³	¢ per m³	¢ per m³	¢ per m³
First 1,000 m³ per month @ Next 9,000 m³ per month @ Next 20,000 m³ per month @ Next 70,000 m³ per month @ Over 100,000 m³ per month @	7.4586 5.9360 5.0678 4.5118 2.4062	7.4586 5.9360 5.0678 4.5118 2.4062	7.4586 5.9360 5.0678 4.5118 2.4062	7.4586 5.9360 5.0678 4.5118 2.4062
Delivery-Price Adjustment (All Volumes)	0.0563	0.0563	0.0563	0.0563



Effective 2008-01-01 **Rate 10** Page 2 of 2

ADDITIONAL CHARGES FOR SALES SERVICE

GAS SUPPLY CHARGES

Gas Supply Charge (if applicable)

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

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

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

SERVICE AGREEMENT

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

TERMS AND CONDITIONS OF SERVICE

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

Effective

January 1, 2008

O.E.B. ORDER # EB-2008-0606

Chatham, Ontario

Supersedes EB-2007-0598 Rate Schedule effective January 1, 2008.



Effective 2008-01-01 **Rate 20** Page 1 of 5

RATE 20 - MEDIUM VOLUME FIRM SERVICE

ELIGIBILITY

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones who is an end-user or who is authorized to serve an end-user of gas through one or more Company-owned meters at one location, and whose total maximum daily requirements for firm or combined firm and interruptible service is 14,000 m³ or more.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

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

(b) Transportation Service

For continuous delivery on Union's distribution system from the Point of Receipt on TCPL's system to the Point of Consumption on the customer's premises of natural gas owned by the customer. The customer is responsible for obtaining the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Monthly, Delivery, Transportation Account and Diversion Transaction Charges shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems. Customers may reduce their assignment of transportation capacity in compliance with Union's Turnback Policy.

(c) Bundled Transportation Service

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

(d) Storage Service

For load balancing purposes for customers using Transportation Service on this rate schedule. If at the sole discretion of Union, adequate supplies exist, bundled and unbundled storage and delivery/redelivery services will be provided.

The charge for Bundled Storage Service will consist of the charges for Transportation Service plus the charges for Bundled Storage Service.

The charge for Unbundled Storage Service will consist of the charges for Transportation Service plus the charges for Unbundled Storage Service which must include charges for delivery/redelivery service to/from storage.

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.



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MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES - ALL ZONES (1)

MONTHLY CHARGE	\$780.00
DELIVERY CHARGES (cents per month per m³) Monthly Demand Charge for first 70,000 m³ of Contracted Daily Demand Monthly Demand Charge for all units over 70,000 m³ of Contracted Daily Demand	20.4784 12.0424
Commodity Charge for first 852,000 m³ of gas volumes delivered Commodity Charge for all units over 852,000 m³ of gas volumes delivered	0.3091 0.2289

NOTE

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

ADDITIONAL CHARGES FOR SALES SERVICE

Gas Supply Charge

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

Commodity Transportation

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

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

HEAT CONTENT ADJUSTMENT

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

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



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COMMISSIONING AND DECOMMISSIONING RATE

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

Zone Rate Schedule No.	Fort Frances 220	Western 120	Northern 320	Eastern 620
MONTHLY CHARGE	\$780.00	\$780.00	\$780.00	\$780.00
DELIVERY CHARGES Commodity Charge for each unit of gas	cents per m ³			
volumes delivered	1.6556	1.6556	1.6556	1.6556

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

HONTHLY TRANSPORTATION ACCOUNT OUR DOE	
MONTHLY TRANSPORTATION ACCOUNT CHARGE For customers that currently have installed or will require installing telemetering equipment:	\$220.00
BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$ per GJ per Month) Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitlement: (\$ per	\$11.289
GJ per Month)	(\$0.268)
Commodity Charge for each unit of gas withdrawn from storage (\$ per GJ)	\$0.240
Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage (\$ per GJ)	\$0.611
The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.	
UNBUNDLED STORAGE SERVICE CHARGES	
Storage Space Charge: Applied to Contracted Maximum Storage Balance (\$ per GJ per Month)	\$0.033
Fuel Ratio: Applied to all gas injected and withdrawn from storage (%)	0.600%
Commodity Charge:	
Applied to all gas injected and withdrawn from storage (\$ per GJ)	\$0.015
UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES: Fuel Ratio:	
Applied to all gas injected and withdrawn from storage (%)	1.03%
Commodity Charge: Applied to all gas injected and withdrawn from storage (\$ per GJ)	\$0.072

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.



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UNBUNDLED STORAGE SERVICE UNAUTHORIZED OVERRUN CHARGES

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.

UNBUNDLED SERVICE NOMINATION VARIANCES

The rate for unauthorized parking or drafting which results from nomination variances shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. No Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ.

Zone Rate Schedule No.	Fort Frances 220	Western 120	Northern 320	Eastern 620
Delivery Service to Storage Facilities (1)				
Demand Charge (\$/GJ/month)	N/A	\$29.227	\$12.025	\$1.202
Commodity (\$/GJ)	N/A	\$0.032	\$0.024	\$0.019
Redelivery Service from Storage Facilities				
Demand Charge (\$/GJ/month)	\$2.255	\$2.255	\$2.255	\$5.916
Commodity (\$/GJ)	N/A	\$0.095	\$0.095	\$0.099

Notes:

- Delivery Service to Storage Facilities is not available to Northern Zone Customers in the Sault Ste. Marie Delivery Area (SSMDA).
- 2. Daily Firm injection and Withdrawal Rights shall be pursuant to the storage contract.
- 3. Storage Space, Withdrawal Rights and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

DIVERSION TRANSACTION CHARGE

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

\$10.00

THE BILL

The bill will equal the sum of the charges for all services selected plus the rates multiplied by the applicable gas quantities delivered or withdrawn for each service chosen plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply. If the customer selects Union's Sales Service which includes the Gas Supply Charge, no additional charges for Transportation and Storage Services will apply.

MINIMUM BILL

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



Effective 2008-01-01 **Rate 20** Page 5 of 5

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

SERVICE AGREEMENT

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

TERMS AND CONDITIONS OF SERVICE

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



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RATE 25 - LARGE VOLUME INTERRUPTIBLE SERVICE

ELIGIBILITY

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

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

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

(b) Transportation Service

For delivery of natural gas owned by the customer on Union's distribution system from the Point of Receipt from TCPL's system to the Point of Consumption on the customer's or end-user's premises, providing that, in the judgement of Union, acting reasonably, the customer-owned gas does not displace service from Union under a Rate 20 or Rate 100 contract specific to that location. The customer is responsible for obtaining the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Monthly, Delivery, Transportation Account and Diversion Transaction Charges shall apply.

NOTE: Union has a short-term intermittent gas supply service under Rate 30 which customers may avail themselves of, if they qualify for use of the service.

MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES - ALL ZONES (1)

MONTHLY CHARGE \$190.00

<u>DELIVERY CHARGES</u> cents per m³

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
4.6408
rates remain in effect shall not exceed:

NOTE

(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 2008-01-01 **Rate 25** Page 2 of 3

ADDITIONAL CHARGES FOR SALES SERVICE

Gas Supply Charge
As per applicable rate provided in Schedule "A".

<u>Interruptible Service</u> Applicable all year at a price agreed upon between Union and the customer and the average price during the period in which these rates remain in effect.

HEAT CONTENT ADJUSTMENT

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

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

ADDITIONAL CHARGES FOR TRANSPORTATION – ALL ZONES

MONTHLY TRANSPORTATION ACCOUNT CHARGE: For customers that currently have installed or will require installing telemetering equipment.

\$220.00

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

When payment of the monthly bill has not been made in full, 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

SERVICE AGREEMENT

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



Effective 2008-01-01 **Rate 25** Page 3 of 3

TERMS AND CONDITIONS OF SERVICE

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



Effective 2008-01-01 Rate 30 Page 1 of 2

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

ELIGIBILITY

Any customer in Union's Fort Frances, Western, Northern or Eastern Zones already connected to Union's gas distribution system who is an end-user or is authorized to serve an end-user.

SERVICE AVAILABLE

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

GAS SUPPLY CHARGE

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

SHORT TERM STORAGE / BALANCING SERVICE

Short Term Storage / Balancing Service is:

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

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

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

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

THE BILL

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

SERVICE AGREEMENT

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



Effective 2008-01-01 **Rate 30** Page 2 of 2

TERMS AND CONDITIONS OF SERVICE

- 1. Failure of the customer to interrupt or curtail use of gas on this rate as requested by Union shall be subject to the Unauthorized Overrun Gas Penalty as provided in Union's Terms and Conditions. Anytime the customer has such failure, Union reserves the right to cancel service under this rate.
- 2. The Terms and Conditions of the applicable rate schedule for delivery of the gas sold hereunder shall also apply.
- 3. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.



Effective 2008-01-01 **Rate 77** Page 1 of 1

RATE 77 - WHOLESALE TRANSPORTATION SERVICE

ELIGIBILITY

Any natural gas distributor in Union's Fort Frances, Western, Northern or Eastern Zones who uses Union's gas distribution facilities for the transportation of natural gas to customers outside Union's franchise area.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Transportation Service

For the continuous delivery through Union's distribution system from the Point of Receipt on TCPL to the Point of Consumption at the Consumer's distribution system 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 and Delivery Charges shall apply.

MONTHLY RATES AND CHARGES - ALL ZONES

MONTHLY CHARGE (\$ per month)

\$145.00

MONTHLY DELIVERY DEMAND CHARGE (cents per m³)

28.4857

THE BILL

The bill will equal the sum of the monthly charges plus all applicable taxes.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

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

Effective

January 1, 2008

O.E.B. ORDER # EB-2007-0606

Chatham, Ontario

Supersedes EB-2007-0598 Rate Schedule effective January 1, 2008.



Effective 2008-01-01 **Rate 100** Page 1 of 5

RATE 100 - LARGE VOLUME HIGH LOAD FACTOR FIRM SERVICE

ELIGIBILITY

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

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Sales Service

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

(b) Transportation Service

For continuous delivery on Union's distribution system from the Point of Receipt on TCPL's system to the Point of Consumption on the customer's premises of natural gas owned by the customer. The customer is responsible for obtaining the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Monthly, Delivery, Transportation Account and Diversion Transaction Charges shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems. Customers may reduce their assignment of transportation capacity in compliance with Union's Turnback Policy.

(c) Bundled Transportation Service

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

(d) Storage Service

For load balancing purposes for customers using Transportation Service on this rate schedule. If at the sole discretion of Union, adequate supplies exist, bundled and unbundled storage and delivery/redelivery services will be provided.

The charge for Bundled Storage Service will consist of the charges for Transportation Service plus the charges for Bundled Storage Service.

The charge for Unbundled Storage Service will consist of the charges for Transportation Service plus the charges for Unbundled Storage Service which must include charges for delivery/redelivery service to/from storage.

<u>NOTE</u>: Union has a short-term intermittent gas supply service under Rate 30 which customers may avail themselves of, if they qualify for use of the service.



Effective 2008-01-01 **Rate 100** Page 2 of 5

MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES - ALL ZONES (1)

MONTHLY CHARGE	\$780.00
<u>DELIVERY CHARGES</u> (cents per Month per m³ of Daily Contract Demand) Monthly Demand Charge for each unit of Contracted Daily Demand:	12.0047
COMMODITY CHARGE for each unit of gas volumes delivered (cents per m³)	0.2181

NOTE:

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

ADDITIONAL CHARGES FOR SALES SERVICE

Gas Supply Charges

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

Commodity Transportation

Charge 1 applies for all gas volumes delivered in the billing month up to the volume represented by the Contract Demand multiplied by the number of days in the billing month multiplied by 0.3.

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

HEAT CONTENT ADJUSTMENT

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

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



Effective 2008-01-01 **Rate 100** Page 3 of 5

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.

Zone	Fort Frances	Western	Northern	Eastern
Rate Schedule No.	2100	1100	3100	6100
MONTHLY CHARGE	\$780.00	\$780.00	\$780.00	\$780.00
DELIVERY CHARGES Commodity Charge for each unit of gas volumes delivered	cents per m³	<u>cents per m³</u>	<u>cents per m³</u>	cents per m ³
	0.7819	0.7819	0.7819	0.7819

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	\$220.00
BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$ per GJ per Month) Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitlement: (\$	\$11.289
per GJ per Month)	(\$0.268)
Commodity Charge for each unit of gas withdrawn from storage (\$ per GJ)	\$0.240
Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage (\$ per GJ)	\$0.611
The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.	
UNBUNDLED STORAGE SERVICE CHARGES	
Storage Space Charge: Applied to Contracted Maximum Storage Balance (\$ per GJ per Month)	\$0.032
Fuel Ratio: Applied to all gas injected and withdrawn from storage (%)	0.600%
Commodity Charge: Applied to all gas injected and withdrawn from storage (\$ per GJ)	\$0.015
UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES Fuel Ratio:	
Applied to all gas injected and withdrawn from storage (%)	1.03%
Commodity Charge: Applied to all gas injected and withdrawn from storage (\$ per GJ)	\$0.072

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.



Effective 2008-01-01 **Rate 100** Page 4 of 5

UNBUNDLED STORAGE SERVICE UNAUTHORIZED OVERRUN CHARGES

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.

UNBUNDLED SERVICE NOMINATION VARIANCES

The rate for unauthorized parking or drafting which results from nomination variances shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. No Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ.

Zone Rate Schedule No.	Fort Frances 2100	Western 1100	Northern 3100	Eastern 6100	
Delivery Service to Storage Facilities (1)					
Demand Charge (\$/GJ/month)	N/A	\$29.227	\$12.025	\$1.202	
Commodity (\$/GJ)	N/A	\$0.032	\$0.024	\$0.019	
Redelivery Service from Storage Facilities					
Demand Charge (\$/GJ/month)	\$2.255	\$2.255	\$2.255	\$5.916	
Commodity (\$/GJ)	N/A	\$0.095	\$0.095	\$0.099	

Notes:

- 1. Delivery Service to Storage Facilities is not available to Northern Zone customers in the Sault Ste. Marie Delivery Area (SSMDA).
- 2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the storage contract.
- Storage Space, Withdrawal Rights and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

DIVERSION TRANSACTION CHARGE

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

\$10.00

THE BILL

The bill will equal the sum of the charges for all services selected plus the rates multiplied by the applicable gas quantities delivered or withdrawn for each service chosen plus all applicable taxes. If the customer transports its own gas, the Gas Supply Charge under Sales Service will not apply. If the customer selects Union's Sales Service which includes the Gas Supply Charge, no additional charges for Transportation and Storage Services will apply.

MINIMUM BILL

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



Effective 2008-01-01 **Rate 100** Page 5 of 5

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

SERVICE AGREEMENT

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

TERMS AND CONDITIONS OF SERVICE

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



Effective 2008-01-01 **Rate S1** Page 1 of 2

RATE S1 - GENERAL FIRM SERVICE STORAGE RATES

ELIGIBILITY

Any customer or agent in Union's Fort Frances, Western, Northern or Eastern Zones who is authorized to serve an end-user of gas, paying for delivery services under Rate 01A or Rate 10.

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Transportation Service

The customer is responsible for obtaining all Gas Supply services to the end-user including the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Diversion Transaction Charge 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.

(b) 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, unbundled storage and delivery/redelivery services will be provided.

The charge for Unbundled Storage Service will consist of the charges for Transportation Service plus the charges for Unbundled Storage Service which must include charges for delivery/redelivery service to/from storage.

MONTHLY RATES AND CHARGES

UNBUNDLED STORAGE SERVICE CHARGES

Storage Space Charge Applied to Contracted Maximum Storage Space (\$ per GJ per Month)	\$0.032
Fuel Ratio Applied to all gas injected and withdrawn from storage (%)	0.600%
Commodity Charge Applied to all gas injected and withdrawn from storage (\$ per GJ)	\$0.015
UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES	
Fuel Ratio Applied to all gas injected and withdrawn from storage (%)	1.03%
Commodity Charge Applied to all gas injected and withdrawn from storage (\$ per GJ)	\$0.072

The Authorized Overrun Commodity Charge is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.



Effective 2008-01-01 **Rate S1** Page 2 of 2

UNBUNDLED STORAGE SERVICE UNAUTHORIZED OVERRUN CHARGES

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.

Zone	Fort Frances	Western	<u>Northern</u>	<u>Eastern</u>
Delivery Service to Storage Facilities (1)				
Demand Charge (\$/GJ/month)	N/A	\$29.227	\$12.025	\$1.202
Commodity (\$/GJ)	N/A	\$0.032	\$0.024	\$0.019
Redelivery Service from Storage Facilities				
Demand Charge (\$/GJ/month)	\$2.255	\$2.255	\$2.255	\$5.916
Commodity (\$/GJ)	N/A	\$0.095	\$0.095	\$0.099

Notes:

- 1. Delivery Service to Storage Facilities is not available to Northern Zone customers in the Sault Ste. Marie Delivery Area (SSMDA).
- 2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the storage contract.
- 3. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.

Diversion Transaction Charge

Charge to a customer receiving delivery of diverted gas each time such customer requests a diversion and Union provides the service:

\$10.00

MONTHLY BILL

The monthly bill will equal the sum of the monthly 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.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

TERMS AND CONDITIONS OF SERVICE

- Customers must enter into a Service Agreement with Union prior to the commencement of service.
- 2. 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.

Effective

January 1, 2008

O.E.B. ORDER # EB-2007-0606

Chatham, Ontario

Supersedes EB-2007-0598 Rate Schedule effective January 1, 2008.



uniongas

Effective 2008-01-01 Schedule "A" Page 1 of 2

<u>Union Gas Limited</u>
Northern and Eastern Operations Area
<u>Gas Supply Charges</u>

(A) <u>Availability</u>

Available to customers in Union's Fort Frances, Western, Northern and Eastern Delivery Zones.

(B) Applicability:

To all sales customers served under Rate 01A, Rate 10, Rate 20, Rate 100 and Rate 25.

(C) Rates

Storage	Utility Sales	Fort Frances	Western	Northern	Eastern
Storage - Price Adjustment (1)	Rate 01A (cents / m³)				
Storage - Price Adjustment (1)					
Commodity and Fuel 28.5823 28.8494 29.2137 29.5223					
Commodity and Fuel - Price Adjustment (1) (6.2521) (6.2521) (6.2521) (6.2521) (6.2521) Transportation 2.9782 3.0023 3.6142 4.1400 (0.6158)	*		,	, , ,	, ,
Transportation 2.9782 3.0023 3.6142 4.1400	•				29.5223
Transportation - Price Adjustment (1)	•				, ,
Rate 10 (cents / m³) Storage 1.2255 1.2231 1.6107 1.9235 Storage - Price Adjustment (1) (0.0193) (0.0193) (0.0193) (0.0193) Commodity and Fuel - Price Adjustment (1) (6.2521) (6.2521) (6.2521) (6.2521) Transportation - Price Adjustment (1) (0.6437) (0.6437) (0.6437) (0.6437)	•		3.0023	3.6142	4.1400
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Storage - Price Adjustment (1) (0.0193) (0.0193) (0.0193) (0.0193) Commodity and Fuel Commodity and Fuel - Price Adjustment (1) 28.5823 28.8494 29.2137 29.5223 Commodity and Fuel - Price Adjustment (1) (6.2521) (6.2521) (6.2521) (6.2521) Transportation - Price Adjustment (1) (0.6437) (0.6437) (0.6437) (0.6437)					
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Total Gas Supply Charge 25.6239 25.9126 27.2764 28.4235			(0.6437)	(0.6437)	(0.6437)
	Total Gas Supply C	harge 25.6239	25.9126	27.2764	28.4235

Notes:

⁽¹⁾ As in Appendix A. The Commodity and Fuel line includes gas supply administration charge of 0.3173 cents/m³.



Effective 2008-01-01 Schedule "A" Page 2 of 2

<u>Union Gas Limited</u> Northern and Eastern Operations Area <u>Gas Supply Charges</u>

Utility Sales

tate 20 (cents / m³)		Fort Frances	Western	Northern	Eastern
	Commodity and Fuel	28.8230	29.0924	29.4598	29.7710
	Commodity and Fuel - Price Adjustment (1)	(6.2521)	(6.2521)	(6.2521)	(6.2521)
	Commodity Transportation - Charge 1	2.1971	2.2058	2.6055	2.9409
	Transportation 1 - Price Adjustment (1)	(0.0909)	(0.0909)	(0.0909)	(0.0909)
	Commodity Transportation - Charge 2	0.1334	0.1310	0.2059	0.2733
	Monthly Gas Supply Demand	25.3849	25.8560	42.7901	56.9450
	Gas Supply Demand - Price Adjustment (1)	0.3573	0.3573	0.3573	0.3573
Co	ommissioning and Decommissioning Rate	3.4043	3.4417	4.8899	6.1025
Rate 100 (cents / m³)					
	Commodity and Fuel	28.8230	29.0924	29.4598	29.7710
	Commodity and Fuel - Price Adjustment (1)	(6.2521)	(6.2521)	(6.2521)	(6.2521)
	Commodity Transportation - Charge 1	3.8838	3.8903	4.1901	4.4417
	Commodity Transportation - Charge 2	0.1334	0.1310	0.2059	0.2733
	Monthly Gas Supply Demand	40.6945	41.2381	60.9906	77.5013
Co	ommissioning and Decommissioning Rate	3.6520	3.6789	4.7779	5.6997
Rate 25 (cents / m³)					
Gas Supply Cha	rge: Interruptible Service				
,,,	Minimum	14.3135	14.3135	14.3135	14.3135
	Maximum	140.5622	140.5622	140.5622	140.5622

Notes

(1) As in Appendix A. The Commodity and Fuel line includes gas supply administration charge of 0.3173 cents/m³.

Effective:

January 1, 2008

O.E.B. Order # EB-2007-0606

Chatham, Ontario

Supersedes EB-2007-0598 Rate Schedule effective January 1, 2008.



Effective 2008-01-01 Rate M1 Page 1 of 2

SMALL VOLUME GENERAL SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

(C) Rates

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

a)	Monthly Charge		\$ 16.00
b)	Delivery Charge		
	First Next All Over	100 m³ 150 m³ 250 m³	5.5704¢ per m³ 5.2862¢ per m³ 4.6134¢ per m³
	Delivery - Price Adjustment (All Volumes)		(0.1753) ¢ per m³
c)	Storage Charge (if applicable)		1.0047¢ per m³

Applicable to all bundled customers (sales and bundled transportation service).

d) Gas Supply Charge (if applicable)

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

During any month in which a customer terminates service or begins service, the fixed charge for the month will be prorated to such customer.

(D) Supplemental Service to Commercial and Industrial Customers Under Group Meters

Combination of readings from several meters may be authorized by the Company and the Company will not reasonably withhold authorization in cases where meters are located on contiguous pieces of property of the same owner not divided by a public right-of-way. In such cases, an additional service charge shall be rendered each month in the amount of \$15.00 per month for each additional meter so combined.

(E) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.



Effective 2008-01-01 Rate M1 Page 2 of 2

(F) Direct Purchase

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

(G) Overrun Charge

In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the customer, Union will do so. The customer may pay 6.5751¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³, plus 7¢ per m³.

(H) Bundled Direct Purchase Delivery

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

(I) Company Policy Relating to Terms of Service

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

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



Effective 2008-01-01 Rate M2 Page 1 of 2

LARGE VOLUME GENERAL SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

(C) Rates

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

a)	Monthly Charge	;	\$ 70.00
b)	Delivery Charge		
	First Next Next All Over	1 000 m³ 6 000 m³ 13 000 m³ 20 000 m³	3.7061¢ per m³ 3.6352¢ per m³ 3.4235¢ per m³ 3.1697¢ per m³
	Delivery – Price Adjustment (All Volumes)		(0.1753) ¢ per m³
c)	Storage Charge (if applicable)		0.7390¢ per m³
	A college to the first of the f		

Applicable to all bundled customers (sales and bundled transportation service).

d) Gas Supply Charge (if applicable)

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

During any month in which a customer terminates service or begins service, the fixed charge for the month will be prorated to such customer.

(D) Supplemental Service to Commercial and Industrial Customers Under Group Meters

Combination of readings from several meters may be authorized by the Company and the Company will not reasonably withhold authorization in cases where meters are located on contiguous pieces of property of the same owner not divided by a public right-of-way. In such cases, an additional service charge shall be rendered each month in the amount of \$15.00 per month for each additional meter so combined.

(E) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.



Effective 2008-01-01 Rate M2 Page 2 of 2

(F) Direct Purchase

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

(G) Overrun Charge

In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the customer, Union will do so. The customer may pay 4.4451¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³, plus 7¢ per m³.

(H) Bundled Direct Purchase Delivery

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

(!) Company Policy Relating to Terms of Service

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

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



Effective 2008-01-01 **Rate M4** Page 1 of 2

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 4 800 m³ and 140 870 m³.

(C) Rates

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

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

(i) A Mon	thly Demand	Charge
-----------	-------------	--------

First	8 450 m³ of daily contracted demand	45.9138¢ per m³
Next	19 700 m³ of daily contracted demand	19.9204¢ per m³
All Over	28 150 m³ of daily contracted demand	16.5428¢ per m³

(ii) A Monthly Delivery Commodity Charge

First 422 250 m³ delivered per month 0.9709¢ per m³

Next volume equal to 15 days use of daily

contracted demand 0.9709¢ per m³
For remainder of volumes delivered in the month 0.5318¢ per m³

Delivery- Price Adjustment (All Volumes) (0.0713)¢ per m³

(iii) Gas Supply Charge (if applicable)

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

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 and will be paid for at a Delivery Rate of 2.4804¢ per m³ and, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m³ for all volumes purchased.

Unauthorized overrun gas taken in any month shall be paid for at the rate of 6.5751¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³ for all gas supply volumes purchased.

3. Minimum Annual Charge

In each contract year, the customer shall purchase from Union or pay for a minimum volume of gas or transportation services equivalent to 146 days use of contracted demand. Overrun gas volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume the customer shall pay an amount equal to the deficiency from the minimum volume times a Delivery Charge of 1.2882¢ per m³ and, if applicable a gas supply commodity charge provided in Schedule "A".

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



Effective 2008-01-01 **Rate M4** Page 2 of 2

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

(E) Direct Purchase

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

(F) Bundled Direct Purchase Delivery

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

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



Effective 2008-01-01 Rate M5A Page 1 of 2

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 4 800 m³ and 140 870 m³ inclusive.

(C) Rates

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

1. Interruptible Service

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

(i) Monthly Delivery Commodity Charge

Daily Contracted Demand Level (CD)	Price per m³
$4~800~\text{m}^3 \leq \text{CD} < 17~000~\text{m}^3$	1.9098¢ per m³
$17\ 000\ \text{m}^3 \le \text{CD} < 30\ 000\ \text{m}^3$	1.7799¢ per m³
$30\ 000\ \text{m}^3\ \leq \text{CD}\ <\ 50\ 000\ \text{m}^3$	1.7116¢ per m³
$50\ 000\ \text{m}^3\ \le \text{CD}\ <\ 70\ 000\ \text{m}^3$	1.6637¢ per m³
$70\ 000\ \text{m}^3\ \leq \text{CD} < 100\ 000\ \text{m}^3$	1.6294¢ per m³
$100\ 000\ \text{m}^3\ \le \text{CD} \le 140\ 870\ \text{m}^3$	1.5957¢ per m³

Delivery- Price Adjustment (All Volumes)

(0.0409)¢ per m³

(ii) Days Use of Interruptible Contract Demand

The price determined under Paragraph 1(a) of "Rates" will be reduced by the amount based on the number of Days Use of Contracted Demand as scheduled below:

For 75 days use of contracted demand

.0530¢ per m3

For each additional days use of contracted demand up to a maximum of 275 days, an additional discount of

.00212¢ per m3

(iii) Gas Supply Charge (if applicable)

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

(iv) Monthly Charge

\$500 per month



Effective 2008-01-01 **Rate M5A** Page 2 of 2

2. In each contract year, the customer shall take delivery from Union, or in any event pay for, if available and not accepted by the customer, a minimum volume of gas or transportation services as specified in the contract between the parties and which will not be less than 700 000 m³ per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times a Delivery Charge of 2.2271¢ per m³, and if applicable, a gas supply charge provided in Schedule "A".

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

 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 rate of 6.5751¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³ for all gas supply volumes purchased.

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 27.7382¢ 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 27.7382¢ per m³ of daily contracted demand and a delivery commodity price adjustment of (0.0409)¢ per m³.
- c) The interruptible commodity charge will be established under Clause 1 of this schedule.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

(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, 2008

O.E.B. ORDER # EB-2007-0606

Chatham, Ontario

Supersedes EB-2007-0598 Rate Schedule effective January 1, 2008.



Effective 2008-01-01 **Rate M7** Page 1 of 2

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 140 870 m³, and a qualifying annual volume of at least 28 327 840 m³; and
- b) who has site specific energy measuring equipment installed at each Point of Consumption that will be used in determining energy balances.

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 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.

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

A negotiated Monthly Demand Charge of up to 25.6493¢ per m³ for each m³ of daily contracted firm demand.

- (ii) A Monthly Delivery Commodity Charge
 - (1) A Monthly Firm Delivery Commodity Charge for all firm volumes of 0.3596¢ per m³ for each m³, and a Delivery- Price Adjustment of 0.0162¢ 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 2.7689¢ 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 2.5248¢ per m³.
- (iii) Gas Supply Charge (if applicable)

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



Effective 2008-01-01 **Rate M7** Page 2 of 2

(iv) Overrun Gas

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

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

- 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 of 2.5056¢ per m³ and the total gas supply charge for utility sales provided in Schedule "A" per m³, if applicable.
- 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

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

(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, 2008

O.E.B. ORDER # EB-2007-0606

Chatham, Ontario

Supersedes EB-2007-0598 Rate Schedule effective January 1, 2008.



Effective 2008-01-01 Rate M9 Page 1 of 2

LARGE WHOLESALE SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a distributor who enters into a contract to purchase and/or receive delivery of a firm supply of gas for distribution to its customers and who agrees to take or pay for an annual quantity of at least two million cubic metres.

(C) Rates

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

- (i) A Monthly Demand Charge of 17.1521¢ per m³ of established daily demand determined in accordance with
 the service contract, such demand charge to be computed on a calendar month basis and a prorata 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,
 - (ii) A Delivery Commodity Charge of 0.5377¢ per m³, a Delivery- Price Adjustment of (0.0648)¢ per m³ for gas delivered and,
 - (iii) Gas Supply Charge (if applicable)

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

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

(E) Direct Purchase

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

(F) Overrun Charge

Authorized:

For all quantities on any day in excess of 103% of the customer's contractual rights, for which authorization has been received, the customer will be charged 1.1016¢ per m³. 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 36.0¢ per m³.



Effective 2008-01-01 Rate M9 Page 2 of 2

(G) Bundled Direct Purchase Delivery

Where a customer elects transportation service under this rate schedule the customer must enter into a Bundled \top 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 2008-01-01 **Rate M10** Page 1 of 1

SMALL WHOLESALE SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

(C) Rates

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

- 1. A Delivery Commodity Charge of 2.7065¢ per m³ for gas delivered
- 2. Gas Supply Charge (if applicable)

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

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

(E) Direct Purchase

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

(F) Overrun Charge

In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the customer, Union will do so. This gas shall be paid for at the rate of 6.5751¢ per m³ for the delivery and, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m³, plus 7¢ per m³ for all gas supply volumes purchased.

(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, 2008

O.E.B. ORDER # EB-2007-0606

Chatham, Ontario

Supersedes EB-2007-0598 Rate Schedule effective January 1, 2008.



Effective 2008-01-01 **Rate R1** Page 1 of 2

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

a cu	stomer who enters into a Receipt Contract or Gas Purchase	Contract for delivery a	nd/or sale of gas to Un
ates			
		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 Point(s) of Receipt		
b)	Firm Backstop Gas Applied to the contracted Firm Backstop Gas Supply Service	\$3.902	
	Backstop Gas Commodity Charge On all quantities supplied by Union to the Ontario Point(s) of Receipt		\$10.698
c)	Reasonable Efforts Backstop Gas Paid on all quantities of gas supplied by Union to the customer's Point(s) of Consumption		\$10.494
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	·	\$3.126
f)	Short Term Storage / Balancing Service (2)		
	Maximum		\$6.000
g)	Discretionary Gas Supply Service ("DGSS")		Note (3)



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Notes:

- (1) The charge for banked gas purchases shall be the higher of the daily spot cost at Dawn in the month of or the month following the month in which gas is sold under this rate and shall not be less than Union's approved weighted average cost of gas.
- (2) Short Term Storage / Balancing Service is:
 - a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term firm deliverability, OR
 - iii) a component of an operational balancing service offered.

In negotiating the rate to be charged for short term storage services, the matters that are to be considered include:

- i) The minimum amount of storage service to which a customer is willing to commit,
- ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
- iii) Utilization of facilities, and
- iv) Competition
- (3) Discretionary Gas Supply Service price reflects the "back-to-back" price plus gas supply administration charge.



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STORAGE AND TRANSPORTATION RATES FOR CONTRACT CARRIAGE CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer

- whose combined firm and interruptible service minimum annual transportation of natural gas is 5 000 000 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 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 installed at each Point of Consumption 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:

	Damand			ers Providing
	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.010			
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory Customer provides deliverability Inventory (4)	\$1.980 \$1.050			
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	\$1.050			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.050			



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				ers Providing mpressor Fuel
	Demand Charge Rate/GJ/mo	Commodity Charge <u>Rate/GJ</u>	Fuel <u>Ratio</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		\$0.064	0.600%	\$0.007
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.064	0.600%	\$0.007
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.
- Storage Space and Withdrawal Rights are not assignable to any other party without the prior written consent of Union. Storage and withdrawal rights are for the exclusive purpose of meeting the requirements of the specific locations included in each contract.
- 4. Deliverability Inventory being defined as 20% of annual storage space.
- 5. 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



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TRANSPORTATION CHARGES:

				For Custome Their Own Cor	•
		Demand	Commodity		Commodity
		Charge	Charge	Fuel	Charge
		Rate/m³/mo	Rate/m ³	Ratio (5) (6)	Rate/m³
a)	Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand				
	First 140,870 m ³ per month	19.0756¢			
	All over 140,870 m ³ per month	13.0348¢			
b)	Firm Transportation Commodity Paid on all firm quantities redelivered to the customer's Point(s) of Consumption First 2,360,653 m³ per month All over 2,360,653 m³ per month		0.3619¢ 0.2790¢	0.554% 0.554%	0.1650¢ 0.0821¢
c)	Interruptible Transportation Commodity Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption Maximum		2.7689¢	0.554%	2.5720¢

Notes:

- All demand charges are paid monthly during the term of the contract for not less than one year unless Union, at its sole discretion, accepts a term of less than one year. Demand charges apply whether Union or the customer provides the fuel.
- 2. Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day and who are directly connected to i) the Dawn-Trafalgar transmission system in close proximity to Parkway or ii) a third party pipeline, have the option to pay for service using a Billing Contract Demand. The Billing Contract Demand shall be determined by Union such that the annual revenues over the term of the contract will recover the invested capital, return on capital and operating and maintenance costs associated with the dedicated service in accordance with Union's system expansion policy. The firm transportation demand charge will be applied to the Billing Contract Demand. For customers choosing the Billing Contract Demand option, the authorized transportation overrun rate will apply to all volumes in excess of the Billing Contract Demand but less than the daily firm demand requirement.
- 3. In negotiating the rate to be charged for the transportation of gas under Interruptible Transportation, the matters that are to be considered include:
 - a) The amount of the interruptible transportation for which customer is willing to contract,
 - b) The anticipated load factor for the interruptible transportation quantities,
 - c) Interruptible or curtailment provisions, and
 - d) Competition.
- 4. In each contract year, the customer shall pay for a Minimum Interruptible Transportation Activity level as specified in the Contract. Overrun activity will not contribute to the minimum activity level.
- 5. Transportation fuel ratios do not apply to customers served from dedicated facilities directly connected to third party transmission systems with custody transfer metering at the interconnect.
- 6. Firm transportation fuel ratio does not apply to new customers or existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day that contract for M12 Dawn to Parkway transportation service equivalent to 100% of their daily firm demand requirement. If a customer with a daily firm demand requirement in



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excess of 1,200,000 m³/day contracts for M12 Dawn to Parkway transportation service at less than 100% of their firm daily demand requirement, the firm transportation fuel ratio will be applicable to daily volumes not transported under the M12 transportation contract.

7. Either Union or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates and other charges different from the rates and other charges specified herein if the changed rates and other charges are considered by either party to be necessary, desirable and in the public interest.

SUPPLEMENTAL CHARGES:

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

Notes:

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

OVERRUN SERVICE:

1. Annual Storage Space

Authorized

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

Unauthorized

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

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



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2. Injection, Withdrawals and Transportation

Authorized

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

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

	Union Providing <u>Fuel</u>	For Customers Providing Their Own Compressor Fuel Firm or Interruptible Service		
	Firm or Interruptible <u>Service</u>	Fuel <u>Ratio</u>	Commodity <u>Charge</u>	
Storage Injections	\$0.169/GJ	1.03%	\$0.072/GJ	
Storage Withdrawals	\$0.169/GJ	1.03%	\$0.072/GJ	
Transportation	0.9891 ¢/m³	0.554%	0.7921 ¢/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 6.5751¢ per m³ or \$1.750 per GJ, as appropriate.

3. Storage / Balancing Service

Authorized

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

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



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OTHER SERVICES & CHARGES:

1. Monthly Charge

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

Monthly Charge

\$1 800

2. Diversion of Gas

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

3. Delivery Obligations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day who are delivering gas to Union under direct purchase arrangements may be entitled to non-obligated deliveries. The delivery options available to customers are detailed at www.uniongas.com/aboutus/requiatory/rates/deliveryobligations.asp.

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

4. Nominations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day who have non obligated deliveries may contract to use Union's 5 additional nomination windows (13 in total) for the purposes of delivering gas to Union. These windows are in addition to the standard NAESB and TCPL STS nomination windows. Customers taking the additional nomination window service will pay an additional monthly demand charge of \$0.692/GJ/day/month multiplied by the non-obligated daily contract quantity.

5. Additional Service Information

Additional information on Union's T1 service offering can be found at www.uniongas.com/aboutus/regulatory/rates/T1info.asp. The additional information consists of, but is not limited to, the following:

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



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(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

Effective

January 1, 2008 O.E.B. ORDER # EB-2007-0606

Chatham, Ontario

Supersedes EB-2007-0598 Rate Schedule effective January 1, 2008.



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STORAGE AND TRANSPORTATION RATES FOR CONTRACT CARRIAGE CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor:

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

(C) Rates

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

STORAGE SERVICE

				ers Providing
	Demand	Commodity		Commodity
	Charge	Charge	Fuel	Charge
a) Annual Firm Storage Space Applied to contracted Maximum	Rate/GJ/mo	Rate/GJ	<u>Ratio</u>	Rate/GJ
Annual Storage Space	\$0.010			
b) Annual Firm Injection/Withdrawal Right Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory Customer provides deliverability Inventory (4)	\$1.980 \$1.050			
c) Incremental Firm Injection Right Applied to the contracted Maximum Incremental Firm Injection Right	\$1.050			
Annual Interruptible Withdrawal Right Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.050			



Effective 2008-01-01 **Rate T-3** Page 2 of 5

				ers Providing ompressor Fuel
e) Withdrawal Commodity	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.064	0.600%	\$0.007
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.064	0.600%	\$0.007
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. Storage Space and Withdrawal Rights are not assignable to any other party without the prior written consent of Union.
- 4. Deliverability Inventory being defined as 20% of annual storage space.
- 5. Short Term Storage / Balancing Service is:
 - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term firm deliverability, OR
 - iii) a component of an operational balancing service offered.

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

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



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TRANSPORTATION CHARGES

				For Custom	ers Providing
				<u>Their Own Co</u>	mpressor Fuel
		Demand	Commodity		Commodity
		Charge	Charge	Fuel	Charge
		Rate/m³/mo	Rate/m ³	<u>Ratio</u>	Rate/m ³
a)	Annual Firm Transportation Demand (1)				
	Applied to the Firm Daily Contract Demand	9.0742¢			
b)	Firm Transportation Commodity				
,	Paid on all firm quantities redelivered to the				
	Customer's Point(s) of Redelivery		0.3246¢	0.725%	0.0670¢

Notes:

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

SUPPLEMENTAL CHARGES

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

Notes:

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

OVERRUN SERVICE

1. Annual Storage Space

Authorized

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

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space, and which has not been authorized by Union or provided for under a short term supplemental storage service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate will be \$6,000 per GJ applied to the greatest excess for each occurrence.

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



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2. Injection, Withdrawals and Transportation

Authorized

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

	Union Providing <u>Fuel</u>	For Customers Providing Their Own Compressor Fuel Firm or Interruptible Service		
	Firm or Interruptible <u>Service</u>	Fuel <u>Ratio</u>	Commodity <u>Charge</u>	
Storage Injections	\$0.169/GJ	1.03%	\$0.072/GJ	
Storage Withdrawals	\$0.169/GJ	1.03%	\$0.072/GJ	
Transportation	0.6229¢/m³	0.725%	0.3653¢/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 36.0¢ per m³ or \$9.554 per GJ, as appropriate.

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 Maximum	\$6.000



Effective 2008-01-01 Rate T-3 Page 5 of 5

OTHER SERVICES & CHARGES

1. Monthly Charge

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

	Charge
City of Kitchener	\$ 17,155
NRG	\$ 2,631
Six Nations	\$ 877

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

2. Diversion of Gas

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

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

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

Effective

January 1, 2008 O.E.B. ORDER # EB-2007-0606

Chatham, Ontario



Effective 2008-01-01 **Rate U2** Page 1 of 3

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;
- 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;
- 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

.,	0.		Demand Charge Rate/GJ/mo	Fuel <u>Ratio</u>	Commodity Charge Rate/GJ
i)	Sta	Indard Storage Service (SSS)			
	a)	Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.021		
	b)	Injection Commodity		0.600%	\$0.015
	c)	Withdrawal Commodity		0.600%	\$0.015
ii)	Sta	indard Peaking Service (SPS)			
	a)	Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.106		
	b)	Injection Commodity		0.600%	\$0.015
	c)	Withdrawal Commodity		1.03%	\$0.015



Effective 2008-01-01 Rate U2 Page 2 of 3

iii) Su	pplemental Service	Demand Charge <u>Rate/GJ/mo</u>	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
a)	Incremental Firm Injection Right: (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$0.955		
b)	Incremental Firm Withdrawal Right: (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$0.955		
c)	Short Term Storage / Balancing Service - Maximum			\$6.000

Notes:

- 1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.
- 2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.
- 3. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.
- 4. Short Term Storage / Balancing service (less than 2 years) is:
 - a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term incremental firm deliverability, OR
 - iii) a component of an operational balancing service offered.

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

- i) The minimum amount of storage service to which a customer is willing to commit,
- ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
- iii) Utilization of facilities,
- iv) Competition, and
- v) Term.
- 5. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.



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OVERRUN SERVICE

1. Injection and Withdrawal

Authorized

	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
Injection	1.03%	\$0.046
Withdrawal	1.03%	\$0.046

The Authorized Overrun rate is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.

OTHER SERVICES & CHARGES

1. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must commit to provide a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

Effective

January 1, 2008

O.E.B. ORDER # EB-2007-0606

Chatham, Ontario

SupersedesEB-2007-0598 Rate Schedule effective January 1, 2008.



Effective 2008-01-01 **Rate U5** Page 1 of 4

STORAGE AND DELIVERY RATES FOR UNBUNDLED CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To an interruptible industrial and commercial customer:

- a) whose daily contracted demand is between 4 800 m³ and 140 870 m³ inclusive;
- b) who enters into an Unbundled Service Contract with Union for the delivery or the storage and delivery of Gas for use at facilities located within Union's gas franchise area;
- c) who has meters with electronic recording at each Point of Consumption;
- d) who nominates injections and withdrawals from storage, deliveries on upstream pipeline systems daily or Ontario Producers authorized to sell to third parties; and
- e) for whom Union has determined delivery and/or storage capacity is available.

(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

STORAGE SERVICE		GE GERVICE	Demand Charge Rate/GJ/mo	Fuel Ratio	Commodity Charge Rate/GJ
i)	Sta	andard Storage Service (SSS)	<u>rkate/Go/mo</u>	<u>i tatio</u>	raterov
	a)	Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.021		
	b)	Injection Commodity		0.600%	\$0.015
	c)	Withdrawal Commodity		0.600%	\$0.015
ii)	Sup	oplemental Service			
	a)	Incremental Firm Injection Right (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$0.955		
	p)	Incremental Firm Withdrawal Right (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$0.969		
	c)	Short Term Storage / Balancing Service - Maximum			\$6.000



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Notes:

- 1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.
- 2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.
- 3. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.
- 4. Short Term Storage / Balancing service (less than 2 years) is:
 - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term incremental firm deliverability, OR
 - iii) a component of an operational balancing service offered.

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

- i) The minimum amount of storage service to which a customer is willing to commit,
- ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
- iii) Utilization of facilities,
- iv) Competition, and
- v) Term.
- 5. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

DELIVERY SERVICE

Interruptible Service

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

(i) Monthly Delivery Commodity Charge

Daily Contracted Demand Level (CD)	Price per m³ (¢/m³)
$4\ 800\ m^3 \le CD < 17\ 000\ m^3$	1.5544
$17\ 000\ m^3 \le CD < 30\ 000\ m^3$	1.4245
$30\ 000\ m^3 \le CD < 50\ 000\ m^3$	1.3562
$50\ 000\ m^3 \le CD < 70\ 000\ m^3$	1.3083
$70\ 000\ m^3 \le CD < 100\ 000\ m^3$	1.2740
$100\ 000\ m^3 \le CD \le 140\ 870\ m^3$	1.2403

(ii) Days Use of Interruptible Contract Demand

The price determined under Paragraph 1(i) of "Delivery Service" will be reduced by the amount based on the number of Days Use of Contracted Demand as scheduled below:

For 75 days use of contracted demand For each additional days use of contracted demand up to a maximum of 275 days, an additional discount of .053¢ per m³ minimum

.00212¢ per m³ minimum

(iii) Monthly Charge

\$500 per month



Effective 2008-01-01 **Rate U5** Page 3 of 4

2. In each contract year, the customer shall take delivery from the Company or in any event pay for if available and not accepted by the customer, a minimum volume of gas or delivery services as specified in the contract between the parties and which will not be less than 700 000 m³ per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times a Delivery charge of 1.5544¢ per m³.

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

3. Non-Interruptible Service

The Company may agree, at 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 the Company and the customer.

- a) The monthly demand charge for firm daily deliveries will be 21.9833¢ per m³.
- b) The commodity charge for firm service shall be the rate for firm service at the Company's firm rates net of a monthly demand charge of 21.9833¢ per m³ of daily contracted demand.
- The interruptible commodity charge will be established under Clause 1 of "Delivery Service" of this schedule.

OVERRUN SERVICE

1. Injection and Withdrawal

Authorized

	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
Injection	1.03%	\$0.046
Withdrawal	1.03%	\$0.046

The Authorized Overrun rate is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.



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2. Delivery

Authorized

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

Unauthorized

Unauthorized Delivery Overrun Service taken in a month shall be paid for at the rate of 6.5751¢ per m³.

OTHER SERVICES & CHARGES

1. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must commit to provide a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

2. Nomination Variances

The rate for unauthorized parking or drafting which results from nomination variances shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. During the period September 1 to November 30, and February 1 to April 30, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ's. For the remainder of the year, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 8% of the nominated amount and 302 GJ's.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.

Effective

January 1, 2008 O.E.B. ORDER # EB-2007-0606

Chatham, Ontario

Supersedes EB-2007-0598 Rate Schedule effective January 1, 2008.



Effective 2008-01-01 **Rate U7** Page 1 of 6

STORAGE AND DELIVERY RATES FOR UNBUNDLED CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer:

- a) whose combined firm and interruptible service minimum annual delivery of natural gas is 5 000 000 m³ or greater;
- b) who enters into an Unbundled Service Contract with Union for the delivery or the storage and delivery of Gas for use at facilities located within Union's gas franchise area;
- who has meters with electronic recording at each Point of Consumption;
- who nominates injections and withdrawals from storage, deliveries on upstream pipeline systems daily, or Ontario Producers authorized to sell to third parties;
- e) for whom Union has determined delivery and/or storage capacity is available; and
- f) who has site specific energy measuring equipment installed at each Point of Consumption that will be used in determining energy balances.

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

(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

			Demand Charge Rate/GJ/mo	Fuel Ratio	Commodity Charge Rate/GJ
i)	Sta a)	ndard Storage Service (SSS) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.021	<u>r.uu.u</u>	<u>rtulor ou</u>
	b)	Injection Commodity		0.600%	\$0.015
	c)	Withdrawal Commodity		0.600%	\$0.015
ii)	Sup a)	oplemental Service Incremental Firm Injection Right (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$0.955		
	b)	Incremental Firm Withdrawal Right (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$0.955		
	c)	Short Term Storage / Balancing Service - Maximum			\$6.000



Effective 2008-01-01 Rate U7 Page 2 of 6

Notes:

- 1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.
- 2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.
- 3. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.
- 4. Short Term Storage / Balancing Service (less than 2 years) is:
 - a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term incremental firm deliverability, OR
 - iii) a component of an operational balancing service offered.

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

- i) The minimum amount of storage service to which a customer is willing to commit,
- ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
- iii) Utilization of facilities,
- iv) Competition, and
- v) Term.
- 5. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

DELIVERY SERVICE

a)	Annual Firm Delivery Demand	Demand Charge <u>Rate/m³/mo</u>	Fuel Ratio (5) (6)	Commodity Charge <u>Rate/ m³</u>
,	Applied to the Firm Daily Contracted Demand First 140,870 m³ per month All over 140,870 m³ per month	19.0756¢ 13.0348¢		
b)	Firm Delivery Commodity Paid on all firm volumes redelivered to the customer's Point(s) of Consumption First 2,360,653 m³ per month All over 2,360,653 m³ per month		0.554% 0.554%	0.1650¢ 0.0821¢
c)	Interruptible Delivery Commodity Paid on all interruptible volumes redelivered to the customer's Point of Consumption – Maximum		0.554%	2.5720¢



Effective 2008-01-01 **Rate U7** Page 3 of 6

Notes:

- 1. All demand charges are paid monthly during the term of the Contract, which shall not be less than one year unless Union, at its sole discretion, accepts a term of less than one year.
- 2. Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day and who are directly connected to i) the Dawn-Trafalgar transmission system in close proximity to Parkway or ii) a third party pipeline, have the option to pay for service using a Billing Contract Demand. The Billing Contract Demand shall be determined by Union such that the annual revenues over the term of the contract will recover the invested capital, return on capital and operating and maintenance costs associated with the dedicated service in accordance with Union's system expansion policy. The firm transportation demand charge will be applied to the Billing Contract Demand. For customers choosing the Billing Contract Demand option, the authorized transportation overrun rate will apply to all volumes in excess of the Billing Contract Demand but less than the daily firm demand requirement.
- In negotiating the rate to be charged for the delivery of gas under interruptible Delivery, the matters that are to be considered include:
 - a) The amount of the Interruptible Delivery for which customer is willing to contract,
 - b) The anticipated load factor for the Interruptible Delivery volumes,
 - c) Interruptible or curtailment provisions, and
 - d) Competition.
- 4. In each contract year, the customer shall pay for a Minimum Interruptible Delivery 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.



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OVERRUN SERVICE

1. Injection and Withdrawal

Authorized

	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
Injection	1.03%	\$0.046
Withdrawal	1.03%	\$0.046

The Authorized Overrun rate is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.

2. Delivery

Authorized

The following Authorized Overrun rates are applied to any volumes transported in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion.

	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/ m³</u>
Delivery	0.554%	0.7921¢

Unauthorized

For all volumes 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 a rate of 6.5751¢ per m³.



Effective 2008-01-01 **Rate U7** Page 5 of 6

OTHER SERVICES & CHARGES

1. Monthly Charge

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

Monthly Charge

\$1 800 per month

2. Delivery Obligations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day who are delivering gas to Union under direct purchase arrangements may be entitled to non-obligated deliveries. The delivery options available to customers are detailed at www.uniongas.com/aboutus/regulatory/rates/deliveryobligations.asp.

Unless otherwise authorized by Union, all other customers who are delivering gas to Union under direct purchase arrangements must commit to provide a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

3. Nominations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day who have non obligated deliveries may contract to use Union's 5 additional nomination windows (13 in total) for U7 storage services, U7 delivery services and U7 gas supply receipts. 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 \$0.692/GJ/day/month multiplied by the non-obligated daily contract quantity.

4. Nomination Variances

The rate for unauthorized parking or drafting which results from nomination variances (i.e. the difference between nominated consumption and actual consumption) shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. During the period September 1 to November 30, and February 1 to April 30, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ's. For the remainder of the year, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 8% of the nominated amount and 302 GJ's.



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5. Additional Service Information

Additional information on Union's U7 service offering can be found at www.uniongas.com/aboutus/regulatory/rates/U7info.asp. The additional information consists of, but is not limited to, the following:

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

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.



Effective 2008-01-01 **Rate U9** Page 1 of 4

STORAGE AND DELIVERY RATES FOR UNBUNDLED CUSTOMERS

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor

- a) whose minimum annual delivery of natural gas is 700 000 m³ or greater;
- b) who enters into an Unbundled Service Contract with Union for the delivery or the storage and delivery of Gas for use at facilities located within Union's gas franchise area;
- c) who has meters with electronic recording at each Point of Consumption;
- d) who nominates injections and withdrawals from storage, deliveries on upstream pipeline systems daily or Ontario Producers authorized to sell to third parties; and
- e) for whom Union has determined delivery and/or storage capacity is available.

(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

,,,	'IN/A'	GE SERVICE	Demand Charge Rate/GJ/mo	Fuel Ratio	Commodity Charge Rate/GJ
i)	Sta a)	ndard Storage Service (SSS) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.021	<u>radio</u>	<u> </u>
	b)	Injection Commodity		0.600%	\$0.015
	c)	Withdrawal Commodity		0.600%	\$0.015
ii)	Sup a)	oplemental Service Incremental Firm Injection Right (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$0.955		
	b)	Incremental Firm Withdrawal Right (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$0.955		
	c)	Short Term Storage / Balancing Service - Maximum			\$6,000



Effective 2008-01-01 Rate U9 Page 2 of 4

Notes:

- 1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.
- 2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.
- 3. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.
- 4. Short Term Storage / Balancing service (less than 2 years) is:
 - a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term incremental firm deliverability, OR
 - iii) a component of an operational balancing service offered.

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

- i) The minimum amount of storage service to which a customer is willing to commit,
- ii) Whether the customer is contracting for firm or interruptible service during Union's peak or non-peak periods,
- iii) Utilization of facilities,
- iv) Competition, and
- v) Term.
- 5. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

DELIVERY SERVICE

a)	Annual Firm Delivery Demand (1)	Demand Charge <u>Rate/ m³/mo</u>	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/ m³</u>
	Applied to the Firm Daily Contracted Demand	9.0742¢		
b)	Firm Delivery Commodity Paid on all firm volumes redelivered to the customer's Point(s) of Consumption		0.725%	0.0670¢

Notes:

1. All demand charges are paid monthly during the term of the Contract, which shall not be less than one year unless Union, at its sole discretion, accepts a term of less than one year.



Effective 2008-01-01 Rate U9 Page 3 of 4

OVERRUN SERVICE

1. Injection and Withdrawal

Authorized

	Fuel <u>Ratio</u>	Commodity Charge <u>Rate/GJ</u>
Injection	1.03%	\$0.046
Withdrawal	1.03%	\$0.046

The Authorized Overrun rate is payable on all quantities on any Day in excess of the customer's contractual rights, for which authorization has been received. Overrun will be authorized by Union at its sole discretion.

Unauthorized

If in any month, the customer has gas in storage in excess of the contracted Maximum Storage Space or the gas storage balance for the account of the customer is less than zero or the customer has injected or withdrawn volumes from storage which exceeds their contractual rights, and which has not been authorized by Union or provided for under a short term storage/balancing service, such an event will constitute an occurrence of Unauthorized Overrun. The Unauthorized Overrun rate during the November 1 to April 15 period will be \$60.00 per GJ. The Unauthorized Overrun rate during the April 16 to October 31 period will be \$6.000 per GJ.

2. Delivery

Authorized

The following Authorized Overrun rates are applied to any volumes transported in excess of 103% of the Contract parameters. Overrun will be authorized by Union at its sole discretion.

		Commodity
	Fuel	Charge
	<u>Ratio</u>	Rate/ m ³
Delivery	0.725%	0.3653¢

Unauthorized

For all volumes 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 36.0¢ per m³ or \$9.554 per GJ, as appropriate.

OTHER SERVICES & CHARGES

1. Monthly Charge

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

	Monthly Charge
City of Kitchener	\$17 155
NRG	\$ 2 631
Six Nations	\$ 877

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



Effective 2008-01-01 **Rate U9** Page 4 of 4

2. Unless otherwise authorized by Union, customers who are delivering gas to Union under direct purchase arrangements must commit to provide a call at Parkway, throughout the winter period, for a specified number of days. Customers initiating direct purchase arrangements, who previously received Gas Supply service, must also accept, unless otherwise authorized by Union, an assignment from Union of transportation capacity on upstream pipeline systems.

3. Nomination Variances

The rate for unauthorized parking or drafting which results from nomination variances shall be equal to 50% of the "Daily Balancing Fee" rate as described under Article XXII of TransCanada PipeLines Transportation Tariff. During the period September 1 to November 30, and February 1 to April 30, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 4% of the nominated amount and 150 GJ's. For the remainder of the year, no Daily Balancing Fee is payable on the portion of the nomination variance which is less than the greater of 8% of the nominated amount and 302 GJ's.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5%.



Effective 2008-01-01 Schedule "A"

Gas Supply Charges

(A) Availability:

Available to customers in Union's Southern Delivery Zone.

(B) Applicability:

To all sales customers served under rates M2, M4, M5A, M7, M9, M10 and storage and transportation customers taking supplemental services under rates T1 and T3.

(C) Rates: ___ cents / m³

Utility Sales

 Commodity and Fuel
 29.5223 (1)

 Commodity and Fuel - Price Adjustment
 (4.5404)

 Transportation
 3.3287

 Total Gas Supply Commodity Charge
 28.3106

Minimum Annual Gas Supply Commodity Charge

Rate M4 Firm and Rate M5A Interruptible Contract 4.9515

Storage and Transportation Supplemental Services - Rate T1 & T3 \$/GJ Monthly demand charges: 29.027 Firm gas supply service Firm backstop gas 3.902 Commodity charges: Gas supply 7.846 Backstop gas 10.698 Reasonable Efforts Backstop Gas 10.494 Supplemental Inventory Note (2) Supplemental Gas Sales Service (cents / m³) 42.6016 Failure to Deliver: Applied to quantities not delivered to Union 3.126 in the event the customer's supply fails Discretionary Gas Supply Service (DGSS) Note (3)

Notes:

- (1) The Commodity and Fuel line includes gas supply administration charge of 0.3173 cents/ m³.
- (2) The charge for banked gas purchases shall be the higher of the daily spot gas cost at Dawn in the month of or the month following the month in which gas is sold under this rate and shall not be less than Union's approved weighted average cost of gas.
- (3) Reflects the "back to back" price plus gas supply administration charge.

Effective: January 1, 2008

O.E.B. Order # EB-2007-0606

Chatham, Ontario

Supersedes EB-2007-0598 Rate Schedule effective January 1, 2008.

APPENDIX "C" TO INTERIM RATE ORDER BOARD FILE NO. EB-2007-0606 DATED December 13, 2007

UNION GAS LIMITED Infranchise Customers Summary of Average Rate and Price Adjustment Changes for Rates 25, M5A, M7 and T1 Effective January 1, 2008

Line No.	Particulars (cents / m³)	Monthly Charge Increase / (Decrease) (a)	Monthly Demand Charge Increase / (Decrease) (b)	Delivery Commodity Charge Increase / (Decrease) (c)	Delivery - Price Adjustment Increase / (Decrease) (d)
	Rate 25				
1	Fort Frances			0.0147	
2	Western Zone			0.0147	
3	Northern Zone			0.0147	
4	Eastern Zone			0.0147	
	M5A				
5	Firm		0.1597	0.0094	
6	Interruptible			0.0079	
	M7				
7	Interruptible			0.0289	
8	Seasonal			0.0289	
	T1-Interruptible				
9	Transportation - Union supplied fuel			0.0060	
10	Transportation - Customer supplied fuel			0.0060	