EB-2008-0263

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 Enbridge Gas Distribution Inc., pursuant to section 36(1) of the *Ontario Energy Board Act, 1998,* for an order or orders approving or fixing just and reasonable rates and other charges for the sale, distribution, transmission, and storage of gas as of October 1, 2008;

AND IN THE MATTER OF the Quarterly Rate Adjustment Mechanism approved by the Ontario Energy Board in RP-2000-0040, in RP-2002-0133 and in RP-2003-0203.

BEFORE: Ken Quesnelle
Presiding Member

DECISION AND ORDER

Enbridge Gas Distribution Inc. ("EGDI" or the "Company") filed an application with the Ontario Energy Board (the "Board") dated August 29, 2008 for an order approving or fixing rates for the sale, distribution, transmission, and storage of gas effective October 1, 2008 (the "Application"). EGDI indicated that the Application was prepared in accordance with the Quarterly Rate Adjustment Mechanism ("QRAM") approved by the Board. The Board assigned file number EB-2008-0263 to the Application.

The Application and supporting written evidence was provided to Interested Parties including the intervenors of record in the EB-2008-0069 proceeding. The Application also set out the dates for filing comments and the Company's reply to those comments.

The Board received submissions from Direct Energy Marketing Limited (“Direct Energy”) and the Industrial Gas Users Association (“IGUA”). Both parties raised concerns with EGDI’s proposal to clear the forecast year-end balance in the Purchased Gas Variance Account (“PGVA”) over two quarters, 6 months, rather than the standard one quarter, that being the last three months of 2008.

In its submission, Direct Energy argued that EGDI failed to demonstrate or justify the rationale for selecting an extended period of six months rather than the standard three month clearing.

IGUA submitted that in general, it endorses clearing of rate adjustments in the shortest time; however, it invited EGDI to provide further explanation of its rationale for selecting an extended period of six months.

In its reply submission, EGDI stated that a three month clearing period would not align with current market conditions of decreasing natural gas prices and would cause consumer confusion. EGDI argued that extending the clearing period to six months, yields an effective gas supply charge that reflects the current decreasing price trend in North America natural gas prices. EGDI also stated that the PGVA clearing period has been extended to six months three times in the last five years: in the July 1, 2003 QRAM, in the July 1, 2005 QRAM and in the October 1, 2007 QRAM.

In considering the proposal to clear the PGVA balance over an extended period, the Board is guided by the approved Quarterly Rate Adjustment Mechanism (RP-2000-0040, RP-2002-0133, RP-2003-0203).

> “When the PGVA is to be cleared commencing in the fourth quarter of the test year, Enbridge has the discretion to select either of two clearance periods. One is a period of three months, which is the standard clearing practice, and the other is an extended period of six months. Enbridge must demonstrate, when selecting the extended period, that such a deviation from the standard clearing practice is reasonable under the circumstances.” (Para.15.c)

In EB-2003-0126, EB-2005-0291 and EB-2007-0701, the three cases in the last five years in which the clearance period has been extended, the Board approved the disposition of EGDI’s PGVA balance over six months instead of the standard three month period. The Board accepts EGDI’s proposal to clear the PGVA balance over two quarters as a measure to reduce the price signal impact of the significant credit clearance and to more equitably address customer seasonal consumption differences. The Board notes that the issue of the disposition period for the clearance of the EGDI's PGVA balance should be raised by EGDI in the EB-2008-0106 proceeding on Commodity Pricing, Load Balancing and Cost Allocation Methodologies for Natural Gas Distributors in Relation to Regulated Gas Supply.

Pursuant to the *Ontario Energy Board Act, 1998*, section 36(4.1), the Board has considered all deferral account balances related to the commodity cost of gas and is adjusting rates, as set out below, to dispose of the forecasted balance for the 2008 PGVA account.

The Board has considered the evidence and finds that Enbridge's rate proposal is appropriate.

THE BOARD THEREFORE ORDERS THAT:

1. The rates approved for Enbridge Gas Distribution Inc. as part of Decision and Rate Order EB-2008-0069 dated July 19, 2008 shall be superseded by the rates as provided in the Company's Rate Handbook for EB-2008-0263 and contained in Appendix "A" attached to this Rate Order.

2. The rates shall be effective October 1, 2008 and shall be implemented in the Company's first billing cycle commencing in October 2008.

3. The utility price used in determining amounts to be recorded in the fourth quarter of Test Year 2008 Purchased Gas Variance Account shall be $387.103/10^3m^3$.

4. The appropriate form of customer notice as set out in Appendix "B" shall accompany each customer's first bill or invoice following the implementation of this Order.

5. The parties for service shall be those on the List of Interested Parties attached as Appendix "C".

6. A decision regarding cost awards will be issued at a later date. The eligible parties shall submit their cost claims by October 6, 2008. A copy of the cost

claim must be filed with the Board and one copy is to be served on Enbridge. Cost claims must be prepared in accordance with the Board's Practice Direction on Cost Awards.

7. Enbridge will have until October 13, 2008 to object to any aspect of the costs claimed. A copy of the objection must be filed with the Board and one copy must be served on the party against whose claim the objection is being made.

8. Any party whose cost claim was objected to will have by October 20, 2008 to make a reply submission as to why their cost claim should be allowed. One copy of the submission must be filed with the Board and one copy is to be served on Enbridge.

ISSUED at Toronto, September 25, 2008

ONTARIO ENERGY BOARD

Original signed by

John Pickernell
Assistant Board Secretary

APPENDIX “A” TO

DECISION AND ORDER

BOARD FILE NO. EB-2008-0263

Rate Handbook

DATED September 25, 2008

RATE HANDBOOK

ENBRIDGE GAS DISTRIBUTION

HANDBOOK OF RATES AND DISTRIBUTION SERVICES

INDEX

Part I

GLOSSARY OF TERMS

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

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

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

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

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

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

CD – (MDV – Delivery) – Curtailment Volume

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

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

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

Billing Month: A period of approximately thirty (30) days following which the Company renders a bill to an applicant. The billing month is determined by the Company's monthly Reading and Billing Schedule. With respect to rate 135 LVDC's, there are eight summer months and four winter months.

Board: Ontario Energy Board. (OEB)

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

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

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

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

Company: Enbridge Gas Distribution Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Firm Transportation ("FT"): Firm Transportation service offered by upstream pipelines to move gas from a receipt point to a delivery point, as defined by the pipeline.

Force Majeure: A contract clause intended to excuse one or more parties from their obligations under a contract, in situations where performance is frustrated by unusual or severe circumstances beyond their control such as flood, fire, war, or prolonged labour strike.

Gas: Natural Gas.

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

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

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

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

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

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

Gigajoule ("GJ"): See Joule.

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

Imperial Conversion Factors:

Volume:		
1,000 cubic feet (cf)	=	1 Mcf
	=	28.32784 cubic metres (m^3)
1 billion cubic feet (cf)	=	28.32784 $10^6 m^3$
Pressure:		
1 pound force per square inch (p.s.i.)	=	6.894757 kilopascals (kPa)
1 inch Water Column (in W.C.) (60°F)	=	0.249 kPa (15.5°C)
1 standard atmosphere	=	101.325 kPa
Energy:		
1 million British thermal units	=	1 MMBtu
	=	1.055056 gigajoules (GJ)
948,213.3 Btu	=	1 GJ
Monetary Value:		
$1 per Mcf	=	$0.03530096 per m^3
$1 per MMBtu	=	$0.9482133 per GJ

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

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

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

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

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

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

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

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

Metric Conversion Factors:

Volume:

1 cubic metre (m^3)	=	35.30096 cubic feet (cf)
1,000 cubic metres	=	10^3m^3
	=	35,300.96 cf
	=	35.30096 Mcf
28.32784 m^3	=	1 Mcf

Pressure:

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

Energy:

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

Monetary Value:

\$1 per 10^3m^3	=	\$0.02832784 per Mcf
\$1 per gigajoule	=	\$1.055056 per MMBtu

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

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

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

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

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

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

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

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

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

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

T-Service: Transportation Service.

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

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

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

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

PART II

RATES AND SERVICES AVAILABLE

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

SECTION A - INTRODUCTION

1. In Franchise Services

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

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

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

Service to residential locations is provided pursuant to Rate 1.

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

2. Ex-Franchise Services

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

For the purposes of interpreting the terms and conditions contained in this Handbook of Rates and Distribution Services the ex - franchise distributor shall be considered to be the applicant for the transportation of its customer owned gas and shall assume all the obligations of transportation as if it owned the gas.

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

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

SECTION B - DIRECT PURCHASE ARRANGEMENTS

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

B. Western Canada

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

C. Ontario Delivery T-Service Arrangements

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

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

(i) Bundled T-Service

Bundled T-Service is so called because all of the services required by the Applicant (delivery and load balancing) are provided for the prices specified in the applicable Rate Schedule. In a Bundled T-Service arrangement the Applicant contracts to deliver each day to the Company a Mean Daily Volume of gas. Fluctuations in the demand for gas at the Terminal Location are balanced by the Company.

(ii) Unbundled T-Service

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

D. Western Delivery T-Service Arrangement

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

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

PART III

TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES

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

SECTION A - AVAILABILITY

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

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

SECTION B - ENERGY CONTENT

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

SECTION C - SUBSTITUTION PROVISION

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

SECTION D - BILLS

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

SECTION E - MINIMUM BILLS

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

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

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

SECTION F - PAYMENT CONDITIONS

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

SECTION G - TERM OF ARRANGEMENT

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

SECTION H - RESALE PROHIBITION

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

SECTION I - MEASUREMENT

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

SECTION J - RATES IN CONTRACTS

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

SECTION K - ADVICE RE: CURTAILMENT

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

SECTION L - DAILY DELIVERED VOLUMES

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

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

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

SECTION M - AUTHORIZED OVERRUN GAS

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

SECTION N - UNAUTHORIZED SUPPLY OVERRUN GAS

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

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

(a) the volume of gas by which the Daily Gas Quantity under the Service Contract on such day exceeds the Authorized Volume for such day, if any

plus

(b) if the day is in the months of December to March inclusive for an Applicant taking service on Rate 135 under Option a) or if the day is in the month of December under Option b), or if the day is a day on or in respect of which the Applicant has been requested in accordance with the Service Contract to curtail or discontinue the use of gas and the Service Contract is in whole or in part for interruptible Transportation Service, the volume of gas, if any, by which

(i) the Mean Daily Volume set out in the Service Contract and is applicable to such day exceeds

(ii) the Daily Delivered Volume delivered by the Applicant to the Company on such day, which excess volume of gas shall be deemed to have been taken and purchased by the Applicant on such day.

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

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

PART IV

TERMS AND CONDITIONS – DIRECT PURCHASE ARRANGEMENTS

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

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

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

<u>SECTION A - NOMINATIONS</u>

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

An initial daily volume must be Nominated by a contractually specified time before the first day on which gas is to be delivered to the Company. Any Nomination, once accepted by the Company, shall be considered as a standing nomination applicable to each subsequent day in a contract term unless specifically varied by written notice to the Company.

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

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

<u>SECTION B - OBLIGATION TO DELIVER</u>

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

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

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

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

<u>SECTION C - DIVERSION RIGHTS</u>

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

<u>SECTION D - BANKED GAS ACCOUNT</u>

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

<u>SECTION E - DISPOSITION OF BANKED GAS ACCOUNT BALANCES</u>

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

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

The Applicant, by written notice to the Company within thirty (30) days of the end of the contract year, may elect to return to the Company, in kind, during the one hundred and eighty (180) days following the end of the contract year that portion of any debit balance in the Banked Gas Account as at the end of the contract year not exceeding a volume of twenty times the Applicant's Mean Daily Volume by the Applicant delivering to the Company on days agreed upon by the Company and the Applicant a volume of gas greater than the Mean Daily Volume, if any, applicable to such day under a Service Contract. Any volume of gas returned to the Company as aforesaid shall not be credited to the Banked Gas Account in the subsequent contract year.

Any debit balance in the Banked Gas Account as at the end of the contract year which is not both elected to be returned, and actually returned, to the Company as aforesaid shall be deemed to have been sold to the Applicant and the Applicant shall pay for such gas within ten (10) days of the rendering of a bill therefor. The rate applicable to such gas shall be 120% of the average price over the contracted year, based on the published index price for the Monthly AECO/NIT supply adjusted for Nova's AECO to Empress transportation tolls and compressor fuel costs.

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

(i) Subject to clause (ii), if the Applicant continues to take service from the Company under a contract pursuant to which the Applicant delivers gas to the Company and the Applicant so elects (by written notice to the Company within thirty (30) days of the end of the contract year), that portion of such balance which the Applicant stipulates in such written notice and which does not exceed twenty times the Applicant's Mean Daily Volume may be carried forward as a credit to the Banked Gas Account for the next succeeding contract year. Any volume duly elected to be carried forward under this clause shall, and may only, be reduced within the period of one hundred and eighty (180) days ("Adjustment Period") immediately following the contract year, by the Applicant delivering to the Company, on days in the Adjustment Period agreed upon by the Company and the Applicant ("Adjustment Days"), a volume of gas less than the Mean Daily Volume applicable to such day under a Service Contract. Subject to the foregoing, the credit balance in the Banked Gas Account shall be deemed to be reduced on each Adjustment Day by the volume ("Daily Reduction Volume") by which the Mean Daily Volume applicable to such day exceeds the greater of the volume of gas delivered by the Applicant on such day and the Nominated Volume for such day which was accepted by the Company.

(ii) Any portion of a credit balance in the Banked Gas Account which is not eligible to be eliminated in accordance with clause (i), or which the Applicant elects (by written notice to the Company within thirty (30) days of the end of the contract year) to sell under this clause, shall be deemed to have been tendered for sale to the Company and the Company shall purchase such portion at a price per cubic metre of eighty percent (80%) of the average price over the contract year, based on the published index price for the Monthly AECO/NIT supply adjusted for Nova's AECO to Empress transportation tolls and compressor fuel costs, less the average Ontario Transportation Service Credit over the contract year. Any volume of gas deemed to have been so tendered for sale shall be deemed to have been eliminated from the credit balance of the Banked Gas Account.

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

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

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

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

RATE NUMBER: **1**	**RESIDENTIAL SERVICE**

APPLICABILITY:

To any Applicant needing to use the Company's natural gas distribution network to have transported a supply of natural gas to a residential building served through one meter and containing no more than six dwelling units ("Terminal Location").

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month
	January to December
Monthly Customer Charge	**$14.00**
Delivery Charge per cubic metre	
For the first 30 m³ per month	**15.3843 ¢/m³**
For the next 55 m³ per month	**14.7763 ¢/m³**
For the next 85 m³ per month	**14.2999 ¢/m³**
For all over 170 m³ per month	**13.9451 ¢/m³**
System Sales Gas Supply Charge per cubic metre (If applicable)	**33.7551 ¢/m³**

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

DIRECT PURCHASE ARRANGEMENTS:

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

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after October 1, 2008 under Sales Service and Transportation Service. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates as the Board Order, EB-2008-0069, effective July 1, 2008.

APPLICABILITY:

To any Applicant needing to use the Company's natural gas distribution network to have transported a supply of natural gas to a single terminal location ("Terminal Location") for non-residential purposes.

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month January to December
Monthly Customer Charge	**$50.00**
Delivery Charge per cubic metre	
For the first 500 m³ per month	**13.4484 ¢/m³**
For the next 1050 m³ per month	**11.6847 ¢/m³**
For the next 4500 m³ per month	**10.4501 ¢/m³**
For the next 7000 m³ per month	**9.6565 ¢/m³**
For the next 15250 m³ per month	**9.3039 ¢/m³**
For all over 28300 m³ per month	**9.2156 ¢/m³**
System Sales Gas Supply Charge per cubic metre (If applicable)	**33.8781 ¢/m³**

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

DIRECT PURCHASE ARRANGEMENTS:

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

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after October 1, 2008 under Sales Service and Transportation Service. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates as the Board Order, EB-2008-0069, effective July 1, 2008.

RATE NUMBER: 9	CONTAINER SERVICE

APPLICABILITY:

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

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month January to December
Monthly Customer Charge	**$232.01**
Delivery Charge per cubic metre	
For the first 20,000 m³ per month	**15.4617 ¢/m³**
For all over 20,000 m³ per month	**14.7872 ¢/m³**
System Sales Gas Supply Charge per cubic metre (If applicable)	**33.5922 ¢/m³**

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

DIRECT PURCHASE ARRANGEMENTS:

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

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after October 1, 2008 under Sales Service and Transportation Service. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates as the Board Order, EB-2008-0069, effective July 1, 2008.

RATE NUMBER: **100**	**FIRM CONTRACT SERVICE**

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month
	January to December
Monthly Customer Charge	**$118.97**
Delivery Charge	
Per cubic metre of Contract Demand	**8.1900 ¢/m³**
For the first 14,000 m³ per month	**5.0637 ¢/m³**
For the next 28,000 m³ per month	**3.7047 ¢/m³**
For all over 42,000 m³ per month	**3.1457 ¢/m³**
Gas Supply Load Balancing Charge	**5.6688 ¢/m³**
System Sales Gas Supply Charge per cubic metre (If applicable)	**33.7164 ¢/m³**

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

DIRECT PURCHASE ARRANGEMENTS:

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

UNAUTHORIZED OVERRUN GAS RATE:

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

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

RATE NUMBER: **100**

MINIMUM BILL:

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

10.6534 ¢/m^3

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after October 1, 2008 under Sales Service and Transportation Service. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates as the Board Order, EB-2008-0069, effective July 1, 2008.

RATE NUMBER **110**	**LARGE VOLUME LOAD FACTOR SERVICE**

APPLICABILITY:

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation, to a single terminal location ("Terminal Location"), of an annual supply of natural gas of not less than 183 times a specified maximum daily volume of not less than 1,865 cubic metres.

CHARACTER OF SERVICE:

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

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month **January to December**
Monthly Customer Charge	**$572.75**
Delivery Charge	
Per cubic metre of Contract Demand	**22.9100 ¢/m³**
Per cubic metre of gas delivered	
For the first 1,000,000 m³ per month	**0.5191 ¢/m³**
For all over 1,000,000 m³ per month	**0.3691 ¢/m³**
Gas Supply Load Balancing Charge	**5.1265 ¢/m³**
System Sales Gas Supply Charge per cubic metre (If applicable)	**33.5922 ¢/m³**

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

DIRECT PURCHASE ARRANGEMENTS:

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

UNAUTHORIZED OVERRUN GAS RATE:

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

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

RATE NUMBER	110

MINIMUM BILL:

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

5.5666 ¢/m³

In determining the Annual Volume Deficiency, the minimum bill multiplier shall not be less than 183.

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after October 1, 2008 under Sales Service and Transportation Service. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates as the Board Order, EB-2008-0069, effective July 1, 2008.

RATE NUMBER: **115**	**LARGE VOLUME LOAD FACTOR SERVICE**

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month January to December
Monthly Customer Charge	**$609.16**
Delivery Charge	
Per cubic metre of Contract Demand	**24.3600 ¢/m³**
Per cubic metre of gas delivered	
For the first 1,000,000 m³ per month	**0.2737 ¢/m³**
For all over 1,000,000 m³ per month	**0.1737 ¢/m³**
Gas Supply Load Balancing Charge	**4.9823 ¢/m³**
System Sales Gas Supply Charge per cubic metre (If applicable)	**33.5922 ¢/m³**

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

DIRECT PURCHASE ARRANGEMENTS:

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

UNAUTHORIZED OVERRUN GAS RATE:

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

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

RATE NUMBER: **115**

MINIMUM BILL:

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

5.1770 ¢/m³

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

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after October 1, 2008 under Sales Service and Transportation Service. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates as the Board Order, EB-2008-0069, effective July 1, 2008.

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

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

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

DISTRIBUTION RATES:

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

Monthly Customer Charge	**$500.00**
Demand Charge	
Per cubic metre of the Contract Demand or the Billing Contract Demand, as applicable, per month	**9.0032 ¢/m³**
Direct Purchase Administration Charge	**$50.00**
Forecast Unaccounted For Gas Percentage	**0.3%**

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

TERMS AND CONDITIONS OF SERVICE:

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

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

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

3. **Nominations**:

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

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

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

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

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

4. **Authorized Demand Overrun:**

The Company may, at its sole discretion, authorize consumption of gas in excess of the Contract Demand for limited periods within a month, provided local distribution facilities have sufficient capacity to accommodate higher demand. In such circumstances, customer shall nominate gas delivery based on the gross commodity delivery (the sum of the customer's Contract Demand and the authorized overrun amount) required to serve the customer's daily load, plus the UFG.
In the event that gas usage exceeds the gas delivery on a day where demand overrun is authorized, the excess gas consumption shall be deemed Supply Overrun Gas.
Such service shall not exceed 5 days in any contract year. Based on the terms of the Service Contract, requests beyond 5 days will constitute a request for a new Contract Demand level with retroactive charges. The new Contract Demand level may be restricted by the capability of the local distribution facilities to accommodate higher demand.

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

Authorized Demand Overrun Rate	**0.30 ¢/m³**

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

5. **Unauthorized Demand Overrun:**

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

6. **Unauthorized Supply Overrun:**

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

i. any applicable provisions of Rate 315 and any applicable Load Balancing Provision pursuant to Rate 125, plus

ii. the volume of gas delivered by the Applicant on that day shall constitute Unauthorized Supply Overrun Gas.

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

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

7. **Unauthorized Supply Underrun:**

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

i. any applicable provisions of Rate 315 and any applicable Load Balancing Provision pursuant to Rate 125, plus

ii. the volume of gas taken by the Applicant at the Terminal Location on that day shall be classified as Supply Underrun Gas.

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

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

* where the price P_e expressed in cents / cubic metre is defined as follows:
$P_e = (P_m * E_r * 100 * 0.03769 / 1.055056) * 1.5$

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

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

1.055056 = Conversion factor from mmBtu to GJ.

0.03769 = Conversion factor from GJ to cubic metres.

** where the price P_u expressed in cents / cubic metre is defined as follows:
$P_u = (P_l * E_r * 100 * 0.03769 / 1.055056) * 0.5$

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

Term of Contract:

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

Right to Terminate Service:

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

LOAD BALANCING PROVISIONS:

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

Definitions:

Aggregate Delivery:

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

Applicable Delivery Area:

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

Primary Delivery Area:

The Primary Delivery Area shall be delivery area such as EGD's Central Delivery Area (CDA) or EGD's Eastern Delivery Area (EDA).

Secondary Delivery Area:

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

Actual Consumption:

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

Net Available Delivery:

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

Daily Imbalance:

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

Cumulative Imbalance (also referred to as Banked Gas Account):

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

RATE NUMBER: **125**

Maximum Contractual Imbalance:

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

Winter and Summer Seasons:

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

Operational Flow Order:

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

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

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

Daily Balancing Fee:

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

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

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

Tier 1 = 0.8668 cents/m3 applied to Daily Imbalance of greater than 2% but less than 10% of the Maximum Contractual Imbalance

Tier 2 = 1.0402 cents/m3 applied to Daily Imbalance of greater than 10% but less than the Maximum Contractual Imbalance

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

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

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

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

Cumulative Imbalance Charges:

Customers may trade Cumulative Imbalances within a delivery area. Customers may also title transfer gas from their Cumulative Imbalances Account (Banked Gas Account) into a Rate 316 storage account of the customer provided that the customer has space available in the storage account to accommodate the transfer.

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

The customer's Cumulative Imbalance cannot exceed its Maximum Contractual Imbalance. In the event that the customer cannot title transfer gas from their Cumulative Imbalances Account (Banked Gas Account) in whole or in part to storage the Company shall deem the excess imbalance to be Unauthorized Overrun or Underrun gas, as appropriate.

The Cumulative Imbalance Fee shall be equal to 1.0076 cents/m3 per unit of imbalance.

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

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after October 1, 2008. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates, as the Board Order, EB-2008-0069, effective July 1, 2008.

RATE NUMBER **135**	**SEASONAL FIRM SERVICE**

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month	
	December to March	**April to November**
Monthly Customer Charge	**$112.84**	**$112.84**
Delivery Charge		
For the first 14,000 m³ per month	**6.6799 ¢/m³**	**1.9799 ¢/m³**
For the next 28,000 m³ per month	**5.4799 ¢/m³**	**1.2799 ¢/m³**
For all over 42,000 m³ per month	**5.0799 ¢/m³**	**1.0799 ¢/m³**
Gas Supply Load Balancing Charge	**4.9187 ¢/m³**	**4.9187 ¢/m³**
System Sales Gas Supply Charge per cubic metre (If applicable)	**33.6805 ¢/m³**	**33.6805 ¢/m³**

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

DIRECT PURCHASE ARRANGEMENTS:

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

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

UNAUTHORIZED OVERRUN GAS RATE:

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

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

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

RATE NUMBER **135**

SEASONAL CREDIT:

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

SEASONAL OVERRUN CHARGE:

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

Seasonal Overrun Charges:

December and March	**23.1972 ¢/m³**
January and February	**57.9930 ¢/m³**

MINIMUM BILL:

Per cubic metre of Annual Volume Deficiency (See Terms and Conditions of Service):	**8.3862 ¢/m³**

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after October 1, 2008 under Sales Service and Transportation Service. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates as the Board Order, EB-2008-0069, effective July 1, 2008.

RATE NUMBER: **145**	**INTERRUPTIBLE SERVICE**

APPLICABILITY:

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation of a specified maximum daily volume of natural gas to a single terminal location ("Terminal Location") which can accommodate the total interruption of gas service as ordered by the Company exercising its sole discretion. Any Applicant for service under this rate schedule must agree to transport a minimum annual volume of 340,000 cubic metres.

CHARACTER OF SERVICE:

In addition to events as specified in the Service Contract including force majeure, service shall be subject to curtailment or discontinuance upon the Company issuing a notice not less than 72 hours prior to the time at which such curtailment or discontinuance is to commence. An Applicant may, by contract, agree to accept a shorter notice period.

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month
	January to December
Monthly Customer Charge	**$121.47**
Delivery Charge	
Per cubic metre of Firm Contract Demand	**8.2300 ¢/m³**
For the first 14,000 m³ per month	**2.8682 ¢/m³**
For the next 28,000 m³ per month	**1.5092 ¢/m³**
For all over 42,000 m³ per month	**0.9502 ¢/m³**
Gas Supply Load Balancing Charge	**5.4145 ¢/m³**
System Sales Gas Supply Charge per cubic metre (If applicable)	**33.7084 ¢/m³**

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

DIRECT PURCHASE ARRANGEMENTS:

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

CURTAILMENT CREDIT:

Rate for 16 hours of notice per cubic metre of Mean Daily Volume from December to March	**$**	**0.50 /m³**
Rate for 72 hours of notice per cubic metre of Mean Daily Volume from December to March	**$**	**0.11 /m³**

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

For the areas specified in Appendix A to this Rate Schedule, the Company's gas distribution network does not have sufficient physical capacity under current operating conditions to accommodate the provision of firm service to existing interruptible locations. For any location presently served or any new Applicant for service pursuant to this Rate Schedule in these areas, the Company shall purchase the rights to take service hereunder at 1.25 ¢/m³ per unit of Daily Capacity Repurchase Quantity.

UNAUTHORIZED OVERRUN GAS RATE:

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

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

The third instance of such failure in any contract year may result in the Applicant forfeiting the right to be served under this Rate Schedule. In such case service hereunder would cease, notwithstanding any Service Contract between the Company and the Applicant. Gas supply and/or transportation service would continue to be available to the Applicant pursuant to the provisions of the Company's Rate 6 until a Service Contract pursuant to another applicable Rate Schedule was executed.

MINIMUM BILL:

Per cubic metre of Annual Volume Deficiency (See Terms and Conditions of Service):	**8.2037 ¢/m³**

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after October 1, 2008 under Sales Service and Transportation Service. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates as the Board Order, EB-2008-0069, effective July 1, 2008.

RATE NUMBER: **170**	**LARGE INTERRUPTIBLE SERVICE**

APPLICABILITY:

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation of a specified maximum daily volume of natural gas of not less than 30,000 cubic metres and a minimum annual volume of 5,000,000 cubic metres to a single terminal location ("Terminal Location") which can accommodate the total interruption of gas service when required by the Company. The Company, exercising its sole discretion, may order interruption of gas service upon not less than four (4) hours notice.

CHARACTER OF SERVICE:

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

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month **January to December**
Monthly Customer Charge	**$272.53**
Delivery Charge	
Per cubic metre of Contract Demand	**4.0900 ¢/m³**
Per cubic metre of gas delivered	
For the first 1,000,000 m³ per month	**0.5162 ¢/m³**
For all over 1,000,000 m³ per month	**0.3162 ¢/m³**
Gas Supply Load Balancing Charge	**5.1926 ¢/m³**
System Sales Gas Supply Charge per cubic metre (If applicable)	**33.5922 ¢/m³**

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

DIRECT PURCHASE ARRANGEMENTS:

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

CURTAILMENT CREDIT:

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

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

For the areas specified in Appendix A to this Rate Schedule, the Company's gas distribution network does not have sufficient physical capacity under current operating conditions to accommodate the provision of firm service to existing interruptible locations. For any location presently served or any new Applicant for service pursuant to this Rate Schedule in these areas, the Company shall purchase the rights to take service hereunder at 1.25 ¢/m³ per unit of Daily Capacity Repurchase Quantity.

UNAUTHORIZED OVERRUN GAS RATE:

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

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

The third instance of such failure in any contract year may result in the Applicant forfeiting the right to be served under this Rate Schedule. In such case service hereunder would cease, notwithstanding any Service Contract between the Company and the Applicant. Gas supply and/or transportation service would continue to be available to the Applicant pursuant to the provisions of the Company's Rate 6 until a Service Contract pursuant to another applicable Rate Schedule was executed.

MINIMUM BILL:

Per cubic metre of Annual Volume Deficiency
(See Terms and Conditions of Service): **5.6297 ¢/m³**

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after October 1, 2008 under Sales Service and Transportation Service. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates as the Board Order, EB-2008-0069, effective July 1, 2008.

RATE NUMBER **200**	**WHOLESALE SERVICE**

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

Rates per cubic metre assume an energy content of 37.69 MJ/m³.

	Billing Month **January to December**
Monthly Customer Charge	
The monthly customer charge shall be negotiated with the applicant and shall not exceed:	**$2,000.00**
Delivery Charge	
Per cubic metre of Firm Contract Demand	**14.7000 ¢/m³**
Per cubic metre of gas delivered	**1.0371 ¢/m³**
Gas Supply Load Balancing Charge	**5.7043 ¢/m³**
System Sales Gas Supply Charge per cubic metre (If applicable)	**33.5922 ¢/m³**
Buy/Sell Sales Gas Supply Charge per cubic metre (If applicable)	**33.5737 ¢/m³**

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

DIRECT PURCHASE ARRANGEMENTS:

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

CURTAILMENT CREDIT:

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

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

For the areas specified in Appendix A to this Rate Schedule, the Company's gas distribution network does not have sufficient physical capacity under current operating conditions to accommodate the provision of firm service to existing interruptible locations. For any location presently served or any new Applicant for service pursuant to this Rate Schedule in these areas, the Company shall purchase the rights to take service hereunder at 1.25 ¢/m³ per unit of Daily Capacity Repurchase Quantity.

UNAUTHORIZED OVERRUN GAS RATE:

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

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

The third instance of such failure in any contract year may result in the Applicant forfeiting the right to be served under this Rate Schedule. In such case service hereunder would cease, notwithstanding any Service Contract between the Company and the Applicant. Gas supply and/or transportation service would continue to be available to the Applicant pursuant to the provisions of the Company's Rate 6 until a Service Contract pursuant to another applicable Rate Schedule was executed.

MINIMUM BILL:

Per cubic metre of Annual Volume Deficiency (See Terms and Conditions of Service):	**6.6624 ¢/m³**

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after October 1, 2008 under Sales Service including Buy/Sell Arrangements and Transportation Service. This rate schedule is effective October 1, 2008 and replaces the numbered rate schedule that specifies as the effective date, July 1, 2008 and that indicates as the Board Order, EB-2008-0069, effective July 1, 2008.

APPLICABILITY:

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

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

CHARACTER OF SERVICE:

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

DISTRIBUTION RATES:

Monthly Customer Charge	**$500.00**
Monthly Contract Demand Charge Firm	**24.7168 ¢/m³**
Interruptible Service:	
Minimum Delivery Charge	**0.3556 ¢/m³**
Maximum Delivery Charge	**0.9751 ¢/m³**
Direct Purchase Administration Charge	**$50.00**
Forecast Unaccounted For Gas Percentage	**0.3%**

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

TERMS AND CONDITIONS OF SERVICE:

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

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

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

3. **Nominations**:

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

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

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

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

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

4. **Authorized Demand Overrun:**

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

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

5. **Unauthorized Demand Overrun:**

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

6. **Unauthorized Supply Overrun:**

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

i. any applicable Load Balancing Provision pursuant to Rate 300 and/or provisions of Rate 315, plus

ii. the volume of gas delivered by the Applicant on that day shall constitute Unauthorized Supply Overrun Gas.

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

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

7. **Unauthorized Supply Underrun:**

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

i. any applicable Rate 300 Load Balancing Provision pursuant to Rate 300 and/or provisions of Rate 315, plus

ii. the volume of gas taken by the Applicant at the Terminal Location on that day shall be classified as Supply Underrun Gas.

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

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

* where the price P_e expressed in cents / cubic metre is defined as follows:
$P_e = (P_m * E_r * 100 * 0.03769 / 1.055056) * 1.5$

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

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

1.055056 = Conversion factor from mmBtu to GJ.

0.03769 = Conversion factor from GJ to cubic metres.

** where the price P_u expressed in cents / cubic metre is defined as follows:
$P_u = (P_l * E_r * 100 * 0.03769 / 1.055056) * 0.5$

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

Term of Contract:

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

Right to Terminate Service:

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

Load Balancing:

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

LOAD BALANCING PROVISIONS:

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

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

Definitions:

Aggregate Delivery:

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

Applicable Delivery Area:

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

Primary Delivery Area:

The Primary Delivery Area shall be delivery area such as EGD's Central Delivery Area (CDA) or EGD's Eastern Delivery Area (EDA).

Secondary Delivery Area:

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

Actual Consumption:

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

Net Available Delivery:

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

Daily Imbalance:

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

Cumulative Imbalance (also referred to as Banked Gas Account):

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

Maximum Contractual Imbalance:

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

Winter and Summer Seasons:

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

Operational Flow Order:

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

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

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

Daily Balancing Fee:

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

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

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

Tier 1 = Daily Imbalance of greater than 2% but less than 10% of the Maximum Contractual Imbalance and shall be subject to a charge of 0.8668 cents/M3

Tier 2 = Daily Imbalance of greater than 10% but less than Maximum Contractual Imbalance shall be subject to a charge of 1.0402 cents/m3

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

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

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

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

Cumulative Imbalance Charges:

Customers may trade Cumulative Imbalances within a delivery area.

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

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

The Cumulative Imbalance Fee shall be equal to of 0.4671 cents/m3 per unit of imbalance.

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

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after October 1, 2008. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates, as the Board Order, EB-2008-0069, effective July 1, 2008.

APPLICABILITY:

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

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

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

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

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

CHARACTER OF SERVICE:

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

The service is available on two bases:

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

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

RATE:

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

Monthly Customer Charge:	**$150.00**
Storage Reservation Charge:	
Monthly Storage Space Demand Charge	**0.0364 ¢/m³**
Monthly Storage Deliverability/Injection Demand Charge	**13.5776 ¢/m³**
Injection & Withdrawal Unit Charge:	**0.4486 ¢/m³**

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

RATE NUMBER 315

FUEL RATIO REQUIREMENT:

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

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

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

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

TERMS AND CONDITIONS OF SERVICE:

1. **Nominated Storage Service**:

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

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

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

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

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

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

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

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

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

Other provisions:

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

Term of Contract:

A minimum of one year.

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

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after October 1, 2008. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies effective date, August 22, 2008 and that indicates, as the Board Order, EB-2007-0724.

APPLICABILITY:

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

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

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

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

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

CHARACTER OF SERVICE:

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

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

RATE:

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

Monthly Customer Charge:	**$150.00**
Storage Reservation Charge:	
Monthly Storage Space Demand Charge	**0.0364 ¢/m³**
Monthly Storage Deliverability/Injection Demand Charge	**3.5153 ¢/m³**
Injection & Withdrawal Unit Charge:	**0.1681 ¢/m³**

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

FUEL RATIO REQUIREMENT:

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

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

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

TERMS AND CONDITIONS OF SERVICE:

Nominated Storage Service:

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

The customer may elect to nominate all or a portion of the available withdrawal capacity for delivery to the applicable Primary Delivery Area, which may be EGD's Central Delivery Area (CDA) or EGD's Eastern Delivery Area (EDA).

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

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

The customer may transfer the title of gas in storage.

Other provisions:

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

Term of Contract:

A minimum of one year.

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

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after October 1, 2008. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies effective date, August 22, 2008 and that indicates, as the Board Order, EB-2007-0724.

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

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

	Billing Month January to December
Gas Supply Charge	
Per cubic metre of gas sold	**39.1009 ¢/m³**

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

EFFECTIVE DATE:

To apply to bills rendered for gas consumed by customers on and after October 1, 2008 under Sales Service and Transportation Service. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates as the Board Order, EB-2008-0069, effective July 1, 2008.

RATE NUMBER: **325**	**TRANSMISSION, COMPRESSION AND POOL STORAGE SERVICE**

APPLICABILITY AND CHARACTER OF SERVICE:

Service under this rate schedule shall apply to the Transmission and Compression Service Agreement with Union Gas Limited dated April 1, 1989, and the Transmission, Compression and Pool Storage Service Agreement with Centra Gas Ontario Inc. dated May 30, 1994. Service shall be provided subject to the terms and conditions specified in the Service Agreement.

RATE:

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

	Transmission & Compression $\$/10^3m^3$	**Pool Storage $\$/10^3m^3$**
Demand Charge for:		
Annual Turnover Volume	**0.1766**	**0.2095**
Maximum Daily Withdrawal Volume	**15.9648**	**19.0044**
Commodity Charge	**1.5030**	**0.5930**

FUEL RATIO REQUIREMENT:

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

MINIMUM BILL:

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

EXCESS VOLUME AND OVERRUN RATES:

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

TERMS AND CONDITIONS OF SERVICE:

1. Excess Volumes will be billed at the total of the Excess Volume Charges as stated above.

2. Transmission and Compression, and Pool Storage Overrun Service will be billed according to the following:
   (a) At the end of each month, in a contract year, the Company will make a determination, for each day in the month, of

      (i) the difference between the volume of gas actually delivered, exclusive of the fuel volume, for Customer's account into the Company System, at the Point of Delivery and the Customer's Maximum Daily Injection Volume, and

      (ii) the difference between the volume of gas actually delivered, exclusive of the fuel volume, for Customer's account from the Company System, at the Point of Delivery, and the Customer's Maximum Daily Withdrawal Volume.

RATE NUMBER: **325**

	Excess Volume Charge $/10³m³ / Year	Overrun Charge $/10³m³ / Day
Transmission & Compression		
Authorized	**2.3309**	**0.5249**
Unauthorized	**-**	**210.7358**
Pool Storage		
Authorized	**2.7655**	**0.6248**
Unauthorized	**-**	**250.8581**

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

BILLING ADJUSTMENT:

1. Injection deficiency - If at the beginning of any Withdrawal Period the Customer's Storage Balance is less than the Customer's Annual Turnover Volume, due solely to the Company's inability to inject gas for any reason other than the fault of the Customer, then the applicable Demand Charge for Annual Turnover Volume for the contract year beginning the prior April 1 as stated in Rate Section as applicable, shall be adjusted by multiplying each by a fraction, the numerator of which shall be the Customer's Storage Gas Balance as of the beginning of such Withdrawal Period and the denominator shall be the Customer's Annual Turnover Volume as it may have been established for the then current year.

2. Withdrawal deficiency - If in any month in a contract year for any reason other than the fault of the Customer, the Company fails or is unable to deliver during any one or more days, the amount of gas which the Customer has nominated, up to the maximum volumes which the Company is obligated by the Agreement to deliver to the Customer, then the Demand Charge for maximum Contract Daily Withdrawal Volume in the contract year otherwise payable for the month in which such failure occurs, as stated in Rate Section above, as applicable, shall be reduced by an amount for each day of deficiency to be calculated as follows: The Demand Charge for maximum Contract Daily Withdrawal Volume for the contract year for the month will be divided by 30.4 and the result obtained will then be multiplied by a fraction, the numerator being the difference between the nominated volume for such day and the delivered volume for such day and the denominator being the Customer's maximum Contract Daily Withdrawal Volume for such contract year.

TERMS AND EXPRESSIONS:

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

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after October 1, 2008. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates, as the Board Order, EB-2008-0069, effective July 1, 2008.

RATE NUMBER 330	TRANSMISSION AND COMPRESSION AND POOL STORAGE

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

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

	Full Cycle		Short Cycle
	Firm	**Interruptible**	
	$/10³m³	**$/10³m³**	**$/10³m³**
Monthly Demand Charge per unit of Annual Turnover Volume:			
Minimum	**0.3861**	**0.3861**	**-**
Maximum	**1.9305**	**1.9305**	**-**
Monthly Demand Charge per unit of Contracted Daily Withdrawal:			
Minimum	**34.9692**	**27.9754**	**-**
Maximum	**174.8462**	**139.8769**	**-**
Commodity Charge per unit of gas delivered to / received from storage:			
Minimum	**2.0960**	**2.0960**	**0.9155**
Maximum	**10.4800**	**10.4800**	**40.4413**

FUEL RATIO REQUIREMENT:

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

TRANSACTING IN ENERGY:

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

MINIMUM BILL:

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

RATE NUMBER **330**

OVERRUN RATES:

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

	Full Cycle		Short Cycle
	Firm	Interruptible	
	$\$/10^3m^3$	$\$/10^3m^3$	$\$/10^3m^3$
Authorized Overrun **Annual Turnover Volume** **Negotiable, not to exceed:**	**40.4413**	**40.4413**	**40.4413**
Authorized Overrun **Daily Injection/Withdrawal** **Negotiable, not to exceed:**	**40.4413**	**40.4413**	**40.4413**
Unauthorized Overrun **Annual Turnover Volume** **Excess Storage Balance**			
September 1 - November 30	**404.4131**	**404.4131**	**404.4131**
December 1 - October 31	**40.4413**	**40.4413**	**40.4413**
Unauthorized Overrun **Annual Turnover Volume** **Negative Storage Balance**			

TERMS AND CONDITIONS OF SERVICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after October 1, 2008. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates, as the Board Order, EB-2008-0069, effective July 1, 2008.

RATE NUMBER: **331**	**TECUMSEH TRANSMISSION SERVICE**

APPLICABILITY:

To any Applicant who enters into a Contract with the Company for transportation on the Company's Tecumseh Transmission System.

CHARACTER OF SERVICE:

Service under this rate is for firm transportation service as may be available from time to time.

RATE:

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

	Firm $/10³m³	**Interruptible** $/10³m³
Monthly Demand Charge per unit of Maximum Contracted Daily Delivery:	**4.8310**	**-**
Commodity Charge per unit of gas delivered:	**-**	**0.1910**

MINIMUM BILL:

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

TERMS AND CONDITIONS OF SERVICE:

1. Delivery of the volume of natural gas by the Applicant shall be at the interconnection of the Company's Tecumseh transmission facilities with that of Niagara Gas Transmission Limited at the Tecumseh Compressor Station.

2. Re-delivery of the volume of natural gas shall be at the interconnection of the Company's facilities with those of interconnecting pipelines in Dawn Township.

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after October 1, 2008. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates, as the Board Order, EB-2008-0069, effective July 1, 2008.

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

The Town of Collingwood
The Town of Midland

APPLICABILITY:

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

MONTHLY DIRECT PURCHASE ADMINISTRATION CHARGE:

Base Charge	$50.00 per month
Maximum Charge	$815.00 per month
Account Charge	
New Accounts	$0.50 per month per account
Renewal Accounts	$0.15 per month per account

The above Basic Charge shall be increased up to the maximum charge, by the new account charge for each new account and by the Renewal Account charge for each renewal account in a Direct Purchase Contract.

T-SERVICE CREDIT:

In T-Service Arrangements excluding Ontario ABC-T arrangements, between the Company and an Applicant, and with a T-Service Arrangement and a contractually specified Point of Acceptance as indicated below, the Company shall pay or charge the Applicant the Transportation Service Credit or Debit shown for any volumes of natural gas owned by the Applicant and received by the Company at the Point of Acceptance. The ability of the Company to accept deliveries under FT-type arrangements at Dawn is constrained and the availability of this service is at the Company's sole discretion.

TOLLS CREDIT	**Type of Arrangement**	
Point of Acceptance	Firm Transportation (FT)	Firm Service Tendered (FST)
Western Canada	0.0000 ¢/m³	0.0000 ¢/m³
CDA, EDA	4.9187 ¢/m³	0.0000 ¢/m³
Dawn	4.6397 ¢/m³	0.0000 ¢/m³
Intra-Alberta	-0.5514 ¢/m³	N/A

Effective February 1, 2001, in Ontario ABC-T arrangements with a contractually specified Point of Acceptance in the CDA and/or EDA, the toll credit shall equal the Eastern Zone Firm Transportation tolls approved by the National Energy Board for TCPL at a 100% load factor.

<u>TCPL FT CAPACITY TURNBACK:</u>

APPLICABILITY:

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

TERMS AND CONDITIONS OF SERVICE:

1. The Company will accommodate TCPL FT capacity turnback from customers to the extent that the Company is allowed to turnback FT capacity to TCPL.

RIDER:	A

2. The Company will accommodate all TCPL FT capacity turnback requests in a manner that minimizes stranded and other transitional costs. The Company is committed to maintaining the integrity of its distribution system and the sanctity of all contracts.

3. The Company may amend any contracts to accommodate a customer's request to turnback capacity.

4. Notice of TCPL FT turnback capacity will be accepted on Enbridge's Election for Enbridge Firm Transportation Assignment form or other authorized written notice.

5. The daily contractual right to receive natural gas would still be subject to the delivery, on a firm basis, of the full Mean Daily Volume into the Company's Central Delivery Area (CDA) and/or Eastern Delivery Area (EDA). The delivery area must match the area in which consumption will occur.

6. The proportion of TCPL FT capacity that an eligible customer may request to be turned back each year ("percentage turnback") shall not exceed the proportion of the TCPL capacity that Enbridge is entitled to turn back that year. This percentage turnback will be applied to calculate the customer's turnback capacity limit based on the renewal volume of the direct purchase agreement.

7. If the Company is unable to accommodate all or a portion of an eligible customer's request to turnback TCPL FT capacity in the month requested by the customer, the Company will indicate the month(s) when such customer request can be fully satisfied and the costs, if any, associated with accommodating this request. The customer may then advise the Company as to whether or not they wish to proceed with the TCPL FT capacity turnback request.

8. All TCPL FT capacity turnback requests will be treated on an equitable basis.

9. Customers may withdraw their original election given they provide notice to the Company a minimum of one week prior to the deadline specified in the TransCanada tariff for FT contract extension.

10. The percentage turnback of TCPL FT capacity will be applied at the Direct Purchase Agreement level.

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

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

    or

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

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after October 1, 2008. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates, as the Board Order, EB-2008-0069, effective July 1, 2008.

RIDER: B	BUY / SELL SERVICE RIDER

APPLICABILITY:

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

MONTHLY DIRECT PURCHASE ADMINISTRATION CHARGE:

Base Charge	$50.00	per month
Maximum Charge	$815.00	per month
Account Charge		
New Accounts	$0.50	per month per account
Renewal Accounts	$0.15	per month per account

The above Basic Charge shall be increased up to the maximum charge, by the new account charge for each new account and by the Renewal Account charge for each renewal account in a Direct Purchase Contract.

BUY / SELL PRICE:

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

FT FUEL PRICE:

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

EFFECTIVE DATE:

To apply to bills rendered for gas delivered on and after October 1, 2008. This rate schedule is effective October 1, 2008 and replaces the identically numbered rate schedule that specifies implementation date, July 1, 2008 and that indicates, as the Board Order, EB-2008-0069, effective July 1, 2008.

RIDER: C	GAS COST ADJUSTMENT RIDER

The following adjustment is applicable to all gas sold or delivered during the period of October 1, 2008 to March 31, 2009.

Rate Class	Sales Service (¢/m³)	Transportation Service (¢/m³)
Rate 1	1.7008	0.0000
Rate 6	1.7347	0.0000
Rate 9	0.9427	0.0000
Rate 100	1.5697	0.0000
Rate 110	1.1613	0.0000
Rate 115	1.0367	0.0000
Rate 135	0.9308	0.0000
Rate 145	1.5905	0.0000
Rate 170	1.2608	0.0000
Rate 200	1.6769	0.0000

RIDER: D	

Rate Class	Sales Service (¢/m³)	Transportation Service (¢/m³)
Rate 1		
Rate 6		
Rate 9		
Rate 100		
Rate 110		
Rate 115		
Rate 135		
Rate 145		
Rate 170		
Rate 200		
Rate 300		

RIDER: F	ATMOSPHERIC PRESSURE FACTORS

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

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

	Rate (excluding GST)
New Account Or Activation	
New Account Charge Turning on of gas, activating appliances, obtaining billing data and establishing an opening meter reading for new customers in premises where gas has been previously supplied	$25.00
Appliance Activation Charge - Commercial Customers Only Commercial customers are charged an appliance activation charge on unlock and red unlock orders, except on the very first unlock and service unlock at a premise.	$65.00 minimum 1/2 hour work. Total Amount depends on time required
Meter Unlock Charge - Seasonal or Pool Heater Seasonal for all other revenue classes, or Pool Heater for residential only	$65.00
Statement of Account	
Lawyer Letter Handling Charge Provide the customer's lawyer with gas bill information.	$15.00
Statement of Account Charge (for one year history)	$10.00
Cheques Returned Non-Negotiable Charge	$20.00
Gas Termination	
Red Lock Charge Locking meter or shutting off service by closing the street shut-off valve (when work can be performed by Field Collector)	$65.00
Removal of Meter Removing meter by Construction & Maintenance crew	$260.00
Cut Off At Main Charge Cutting service off at main by Construction & Maintenance Crew	$1,200.00
Valve Lock Charge Shutting off service by closing the street	
shut-off valve - work performed by Field Investigator	$125.00
- work performed by Construction & Maintenance	$260.00

RIDER: G

Safety Inspection

Inspection Not Ready Charge (safety inspection) When a builder requests an unlock and the appliance(s) are not ready for inspection, this charge will apply to cover the cost of returning to the same property for the additional inspection.	$65.00
Inspection Reject Charge (safety inspection) Energy Board Inspection rejects are billed to the meter installer or homeowner.	$65.00

Meter Test

Meter Test Charge When a customer disputes the reading on his/her meter, he/she may request to have the meter tested. This charge will apply if the test result confirms the meter is recording consumption correctly.	
Residential meters	$97.50
Non-Residential meters	Time & Material per Contractor

Street Service Alteration

Street Service Alteration Charge For installation of service line beyond allowable guidelines (for new residential services only)	$32.00

NGV Rental

NGV Rental Cylinder (weighted average)	$12.00

Other Customer Services (ad-hoc request)

Labour Hourly Charge-Out Rate	$130.00
Cut Off At Main Charge - Commercial & Special Requests Cut Off At Main charges for commercial services and other residential services that involve significantly more work than the average will be custom quoted.	custom quoted
Cut Off At Main Charge - Other Customer Requests Other residential Cut Off At Main requests due to demolitions, fires, inactive services, etc. will be charged at the standard COAM rate.	$1,200.00
Meter In-Out (Residential Only)) Relocate the meter from inside to outside per customer request	$260.00
Request For Service Call Information Provide written information of the result of a service call as requested by home owners.	$30.00
Temporary Meter Removal As requested by customers.	$260.00
Damage Meter Charge	$360.00

RIDER: H	BALANCING SERVICE RIDER

APPLICABILITY:

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

ENHANCED TITLE TRANSFER SERVICE:

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

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

Administration Charge:

Base Charge	$50.00	per transaction
Commodity Charge	$1.0480	per 10^3m^3

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

GAS IN STORAGE TITLE TRANSFER:

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

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

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

Administration Charge:	$25.00	per transaction

APPENDIX “B” TO

DECISION AND ORDER

BOARD FILE NO. EB-2008-0263

CUSTOMER NOTICE

DATED September 25, 2008

New Rate Information
October 2008
Residential Customers - Rate 1 (System customers)

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Gas Supply Charge and an increase to the Delivery Charge effective October 1, 2008. For a typical residential customer, these changes will result in a decrease of approximately $157 annually, excluding the Gas Cost Adjustment. The decrease is primarily due to lower North American natural gas prices. The effect on your bill will depend on how much gas you use.

Gas Supply Charge

The Gas Supply Charge has decreased from 39.0121 cents per cubic metre ("¢/m³") to 33.7551 ¢/m³. This price is based on a forecast of market prices for the next 12 months. The forecast price is reviewed every three months and, if necessary, adjusted accordingly to reflect market changes. If our forecasts are over or under our actual costs, we reimburse or collect the difference from customers through gas cost adjustments.

There is a new Gas Cost Adjustment surcharge of 1.7008 ¢/m³ for the period October 1, 2008 through March 31, 2009. This surcharge is to recover the cost of gas we purchased and stored this spring and summer when prices were higher. This surcharge combined with the Gas Supply Charge results in a new total effective Gas Supply rate of 35.4559 cents per cubic metre.

Enbridge Gas Distribution does not make a profit on the cost of natural gas. The price we charge is the same as our cost to purchase natural gas.

Delivery Charge

The Delivery Charge will increase by approximately $4 per year for a typical customer due to higher costs to transport natural gas to Ontario.

Residential Rates

Your current bill has been calculated for gas used from October 1, 2008 using the new approved rates as identified below. The annualized impact is based on a typical residential heating and water heating customer who uses 3,064 cubic metres per year.

MONTHLY CHARGES	MONTHLY RATES October 1, 2008	ANNUALIZED Increase/(Decrease)
Customer Charge	$14.00	No Change
Gas Supply Charge	33.7551 ¢/m^3	($161)
Delivery Charge Amount of gas used per month in cubic metres (m^3) First 30 Next 55 Next 85 Over 170	 15.3843 ¢/m^3 14.7763¢/m^3 14.2999 ¢/m^3 13.9451 ¢/m^3	$4
ADDITIONAL ITEMS	MONTHLY RATES	Increase/(Decrease)
Gas Cost Adjustment (October 1, 2008 - March 31, 2009)	1.7008 ¢/m^3	$39

Enbridge Gas Distribution provides safe, reliable delivery of natural gas. For more information about Enbridge Gas Distribution rates, call 1-800-263-2212 or visit www.enbridge.com/gas.

***Note: Late Payment Charge**
Enbridge Gas Distribution charges are due when you receive your bill, which is considered to be three days after the bill is rendered. A late payment charge of 1.5 per cent (1.5%) of all of your unpaid Enbridge Gas Distribution charges, including all applicable federal and provincial taxes, is applied to your account on the 17th day following the date the bill is due.

CG.030.619A (REV.OCT/08)

New Rate Information
October 2008
Residential Customers - Rate 1 (ABC-T customers)

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved an increase to Enbridge Gas Distribution's Delivery Charge effective October 1, 2008. For a typical residential customer, these changes will result in an increase of approximately $4 annually. The increase is primarily due to higher transportation costs. The effect on your bill will depend on how much gas you use.

The price you pay for the natural gas you use, shown as the Gas Supply Charge on your bill, depends on the terms of your agreement with your gas marketer.

Delivery Charge

The Delivery Charge will increase by approximately $4 per year for a typical customer due to higher costs to transport natural gas to Ontario.

Residential Rates

Your current bill has been calculated for gas used from October 1, 2008 using the new approved rates as identified below. The annualized impact is based on a typical residential heating and water heating customer who uses 3,064 cubic metres per year.

MONTHLY CHARGES	MONTHLY RATES October 1, 2008	ANNUALIZED Increase/(Decrease)
Customer Charge	$14.00	No Change
Gas Supply Charge	Your price is based on your contract with your marketer.	
Delivery Charge Amount of gas used per month in cubic metres (m^3) First 30 Next 55 Next 85 Over 170	 15.3843 ¢/m^3 14.7763¢/m^3 14.2999 ¢/m^3 13.9451 ¢/m^3	$4

Enbridge Gas Distribution provides safe, reliable delivery of natural gas. For more information about Enbridge Gas Distribution rates, call 1-800-263-2212 or visit www.enbridge.com/gas.

*Note: Late Payment Charge

Enbridge Gas Distribution charges are due when you receive your bill, which is considered to be three days after the bill is rendered. A late payment charge of 1.5 per cent (1.5%) of all of your unpaid Enbridge Gas Distribution charges, including all applicable federal and provincial taxes, is applied to your account on the 17th day following the date the bill is due.

CG.030.619B (REV.OCT/08)

New Rate Information
October 2008
Commercial and Industrial Customers - Rate 6 (System customers)

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Gas Supply Charge and an increase to the Delivery Charge effective October 1, 2008. For a typical commercial and industrial heating customer, these changes will result in a decrease of approximately $1,161 annually, excluding the Gas Cost Adjustment. The decrease is primarily due to lower North American natural gas prices. The effect on your bill will depend on how much gas you use.

Gas Supply Charge

The Gas Supply Charge has decreased from 39.1351 cents per cubic metre ("¢/m^3") to 33.8781 ¢/m^3. This price is based on a forecast of market prices for the next 12 months. The forecast price is reviewed every three months and, if necessary, adjusted accordingly to reflect market changes. If our forecasts are over or under our actual costs, we reimburse or collect the difference from customers through gas cost adjustments.

There is a new Gas Cost Adjustment surcharge of 1.7347 ¢/m^3 for the period October 1, 2008 through March 31, 2009. This surcharge is to recover the cost of gas we purchased and stored this spring and summer when prices were higher. This surcharge combined with the Gas Supply Charge results in a new total effective Gas Supply rate of 35.6128 ¢/m^3.

Enbridge Gas Distribution does not make a profit on the cost of natural gas. The price we charge is the same as our cost to purchase natural gas.

Delivery Charge

The Delivery Charge will increase by approximately $27 per year for a typical customer due to higher costs to transport natural gas to Ontario.

Commercial and Industrial Rates

The current bill has been calculated for gas used from October 1, 2008 using the new approved rates as identified below. The annualized impact is based on a typical commercial and industrial heating and water heating customer who uses 22,606 cubic metres per year.

MONTHLY CHARGES	MONTHLY RATES October 1, 2008	ANNUALIZED Increase/(Decrease)
Customer Charge	$50.00	No Change
Gas Supply Charge	33.8781 ¢/m³	($1,188)
Delivery Charge Amount of gas used per month in cubic metres (m³) First 500 Next 1,050 Next 4,500 Next 7,000 Next 15,250 Over 28,300	 13.4484 ¢/m³ 11.6847 ¢/m³ 10.4501 ¢/m³ 9.6565 ¢/m³ 9.3039 ¢/m³ 9.2156 ¢/m³	$27
ADDITIONAL ITEMS	MONTHLY RATES	Increase/(Decrease)
Gas Cost Adjustment (October 1, 2008 - March 31, 2009)	1.7347 ¢/m³	$299

Enbridge Gas Distribution provides safe, reliable delivery of natural gas. For more information about Enbridge Gas Distribution rates, call 1-800-263-2212 or visit www.enbridge.com/gas.

***Note: Late Payment Charge**

Enbridge Gas Distribution charges are due when you receive your bill, which is considered to be three days after the bill is rendered. A late payment charge of 1.5 per cent (1.5%) of all of your unpaid Enbridge Gas Distribution charges, including all applicable federal and provincial taxes, is applied to your account on the 17th day following the date the bill is due.

CG.030.640A (REV.OCT/08)

New Rate Information
October 2008
Commercial and Industrial Customers - Rate 6 (ABC-T customers)

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved an increase to Enbridge Gas Distribution's Delivery Charge effective October 1, 2008. For a typical commercial and industrial heating customer, these changes will result in an increase of approximately $27 annually. The increase is primarily due to higher transportation costs. The effect on your bill will depend on how much gas you use.

The price you pay for the natural gas you use, shown as the Gas Supply Charge on your bill, depends on the terms of your agreement with your gas marketer.

Delivery Charge
The Delivery Charge will increase by approximately $27 per year for a typical customer due to higher costs to transport natural gas to Ontario.

Commercial and Industrial Rates
Your current bill has been calculated for gas used from October 1, 2008 using the new approved rates as identified below. The annualized impact is based on a typical commercial and industrial heating and water heating customer who uses 22,606 cubic metres per year.

MONTHLY CHARGES	MONTHLY RATES October 1, 2008	ANNUALIZED Increase/(Decrease)
Customer Charge	$50.00	No Change
Gas Supply Charge	Your price is based on your contract with your marketer.	
Delivery Charge Amount of gas used per month in cubic metres (m^3) First 500 Next 1,050 Next 4,500 Next 7,000 Next 15,250 Over 28,300	 13.4484 ¢/m^3 11.6847 ¢/m^3 10.4501 ¢/m^3 9.6565 ¢/m^3 9.3039 ¢/m^3 9.2156 ¢/m^3	$27

Enbridge Gas Distribution provides safe, reliable delivery of natural gas. For more information about Enbridge Gas Distribution rates, call 1-800-263-2212 or visit www.enbridge.com/gas.

***Note: Late Payment Charge**
Enbridge Gas Distribution charges are due when you receive your bill, which is considered to be three days after the bill is rendered. A late payment charge of 1.5 per cent (1.5%) of all of your unpaid Enbridge Gas Distribution charges, including all applicable federal and provincial taxes, is applied to your account on the 17th day following the date the bill is due.

CG.030.640B (REV.OCT/08)

New Rate Information
October 2008
Container Service Customer Notice - Rate 9

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Gas Supply Charge and an increase to the Delivery Charge effective October 1, 2008. On average, these changes will amount to a decrease of approximately 9% annually, excluding the Gas Cost Adjustment. The effect on your bill will depend on how much natural gas your organization uses.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Gas Supply Charge

The Gas Supply Charge has decreased from 38.8492 cents per cubic metre ("¢/m^3") to 33.5922 ¢/m^3. This price is based on a forecast of market prices for the next twelve months. The forecast price is reviewed every three months and, if necessary, adjusted accordingly to reflect market changes. If our forecasts are over or under, we reimburse or collect from customers through gas cost adjustments.

Enbridge Gas Distribution does not make a profit on the cost of natural gas. The price we charge is the same as our cost to purchase natural gas.

Gas Cost Adjustment

The OEB has approved a new Gas Cost Adjustment surcharge of 0.9427 ¢/m^3 for the period October 1, 2008 through March 31, 2009. This surcharge combined with the Gas Supply Charge results in a new total effective Gas Supply rate of 34.5349 ¢/m^3.

Delivery Charge

The Delivery Charge has increased due to higher costs to transport natural gas to Ontario.

For further information

Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Transportation Service Customer Notice - Rate 9

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved an increase to Enbridge Gas Distribution's Delivery Charge effective October 1, 2008. On average, this change will amount to an increase of approximately 1% annually. The effect on your bill will depend on how much natural gas your organization uses.

The price you pay for the natural gas you use, shown as the Gas Supply Charge on your bill, depends on the terms of your agreement with your gas marketer.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Delivery Charge
The Delivery Charge has increased due to higher costs to transport natural gas to Ontario.

For further information
Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Large Volume Customer Notice - Rate 100

Natural gas prices have changed

The Ontario Energy Board (“OEB”) has approved a decrease to Enbridge Gas Distribution’s Gas Supply and Delivery Charges and an increase to the Load Balancing Charge effective October 1, 2008. On average, these changes will amount to a decrease of approximately 10% annually, excluding the Gas Cost Adjustment. The effect on your bill will depend on how much natural gas your organization uses.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Gas Supply Charge

The Gas Supply Charge has decreased from 38.9734 cents per cubic metre ("¢/m^3") to 33.7164 ¢/m^3. This price is based on a forecast of market prices for the next twelve months. The forecast price is reviewed every three months and, if necessary, adjusted accordingly to reflect market changes. If our forecasts are over or under, we reimburse or collect from customers through gas cost adjustments.

Enbridge Gas Distribution does not make a profit on the cost of natural gas. The price we charge is the same as our cost to purchase natural gas.

Gas Cost Adjustment

The OEB has approved a new Gas Cost Adjustment surcharge of 1.5697 ¢/m^3 for the period October 1, 2008 through March 31, 2009. This charge combined with the Gas Supply Charge results in a new total effective Gas Supply rate of 35.2861 ¢/m^3.

Delivery Charge and Load Balancing Charges

The Delivery Charge has decreased due to lower commodity-related costs that decrease the cost of gas losses on the storage and distribution systems. The Load Balancing Charge has gone up due to higher costs to transport natural gas to Ontario.

For further information

Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Transportation Service Customer Notice - Rate 100

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Delivery Charge and an increase to the Load Balancing Charge effective October 1, 2008. On average, these changes will amount to an increase of approximately 1% annually. The effect on your bill will depend on how much natural gas your organization uses.

The price you pay for the natural gas you use, shown as the Gas Supply Charge on your bill, depends on the terms of your agreement with your gas marketer.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Delivery Charge and Load Balancing Charges

The Delivery Charge has decreased due to lower commodity-related costs that decrease the cost of gas losses on the storage and distribution systems. The Load Balancing Charge has gone up due to higher costs to transport natural gas to Ontario.

For further information

Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Large Volume Customer Notice - Rate 110

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Gas Supply and Delivery Charges and an increase to the Load Balancing Charge effective October 1, 2008. On average, these changes will amount to a decrease of approximately 11% annually, excluding the Gas Cost Adjustment. The effect on your bill will depend on how much natural gas your organization uses.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Gas Supply Charge
The Gas Supply Charge has decreased from 38.8492 cents per cubic metre ("¢/m^3") to 33.5922 ¢/m^3. This price is based on a forecast of market prices for the next twelve months. The forecast price is reviewed every three months and, if necessary, adjusted accordingly to reflect market changes. If our forecasts are over or under, we reimburse or collect from customers through gas cost adjustments.

Enbridge Gas Distribution does not make a profit on the cost of natural gas. The price we charge is the same as our cost to purchase natural gas.

Gas Cost Adjustment
The OEB has approved a new Gas Cost Adjustment surcharge of 1.1613 ¢/m^3 for the period October 1, 2008 through March 31, 2009. This charge combined with the Gas Supply Charge results in a new total effective Gas Supply rate of 34.7535 ¢/m^3.

Delivery Charge and Load Balancing Charges
The Delivery Charge has decreased due to lower commodity-related costs that decrease the cost of gas losses on the storage and distribution systems. The Load Balancing Charge has gone up due to higher costs to transport natural gas to Ontario.

For further information
Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Transportation Service Customer Notice - Rate 110

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Delivery Charge and an increase to the Load Balancing Charge effective October 1, 2008. On average, these changes will amount to an increase of approximately 3% annually. The effect on your bill will depend on how much natural gas your organization uses.

The price you pay for the natural gas you use, shown as the Gas Supply Charge on your bill, depends on the terms of your agreement with your gas marketer.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Delivery Charge and Load Balancing Charges

The Delivery Charge has decreased due to lower commodity-related costs that decrease the cost of gas losses on the storage and distribution systems. The Load Balancing Charge has gone up due to higher costs to transport natural gas to Ontario.

For further information

Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Large Volume Customer Notice - Rate 115

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Gas Supply and Delivery Charges and an increase to the Load Balancing Charge effective October 1, 2008. On average, these changes will amount to a decrease of approximately 11% annually, excluding the Gas Cost Adjustment. The effect on your bill will depend on how much natural gas your organization uses.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Gas Supply Charge

The Gas Supply Charge has decreased from 38.8492 cents per cubic metre ("¢/m^3") to 33.5922 ¢/m^3. This price is based on a forecast of market prices for the next twelve months. The forecast price is reviewed every three months and, if necessary, adjusted accordingly to reflect market changes. If our forecasts are over or under, we reimburse or collect from customers through gas cost adjustments.

Enbridge Gas Distribution does not make a profit on the cost of natural gas. The price we charge is the same as our cost to purchase natural gas.

Gas Cost Adjustment

The OEB has approved a new Gas Cost Adjustment surcharge of 1.0367 ¢/m^3 for the period October 1, 2008 through March 31, 2009. This charge combined with the Gas Supply Charge results in a new total effective Gas Supply rate of 34.6289 ¢/m^3.

Delivery Charge and Load Balancing Charges

The Delivery Charge has decreased due to lower commodity-related costs that decrease the cost of gas losses on the storage and distribution systems. The Load Balancing Charge has gone up due to higher costs to transport natural gas to Ontario.

For further information

Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Transportation Service Customer Notice - Rate 115

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Delivery Charge and an increase to the Load Balancing Charge effective October 1, 2008. On average, these changes will amount to an increase of approximately 4% annually. The effect on your bill will depend on how much natural gas your organization uses.

The price you pay for the natural gas you use, shown as the Gas Supply Charge on your bill, depends on the terms of your agreement with your gas marketer.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Delivery Charge and Load Balancing Charges

The Delivery Charge has decreased due to lower commodity-related costs that decrease the cost of gas losses on the storage and distribution systems. The Load Balancing Charge has gone up due to higher costs to transport natural gas to Ontario.

For further information

Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Large Volume Customer Notice - Rate 135

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Gas Supply and Delivery Charges and an increase to the Load Balancing Charge effective October 1, 2008. On average, these changes will amount to a decrease of approximately 11% annually, excluding the Gas Cost Adjustment. The effect on your bill will depend on how much natural gas your organization uses.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Gas Supply Charge

The Gas Supply Charge has decreased from 38.9374 cents per cubic metre ("¢/m³") to 33.6805¢/m³. This price is based on a forecast of market prices for the next twelve months. The forecast price is reviewed every three months and, if necessary, adjusted accordingly to reflect market changes. If our forecasts are over or under, we reimburse or collect from customers through gas cost adjustments.

Enbridge Gas Distribution does not make a profit on the cost of natural gas. The price we charge is the same as our cost to purchase natural gas.

Gas Cost Adjustment

The OEB has approved a new Gas Cost Adjustment surcharge of 0.9308 ¢/m³ for the period October 1, 2008 through March 31, 2009. This charge combined with the Gas Supply Charge results in a new total effective Gas Supply rate of 34.6113 ¢/m³.

Delivery Charge and Load Balancing Charges

The Delivery Charge has decreased due to lower commodity-related costs that decrease the cost of gas losses on the storage and distribution systems. The Load Balancing Charge has gone up due to higher costs to transport natural gas to Ontario.

For further information

Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Transportation Service Customer Notice - Rate 135

Natural gas prices have changed

The Ontario Energy Board (“OEB”) has approved a decrease to Enbridge Gas Distribution’s Delivery Charge and an increase to the Load Balancing Charge effective October 1, 2008. On average, these changes will amount to an increase of approximately 4%. The effect on your bill will depend on how much natural gas your organization uses.

The price you pay for the natural gas you use, shown as the Gas Supply Charge on your bill, depends on the terms of your agreement with your gas marketer.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Delivery Charge and Load Balancing Charges
The Delivery Charge has decreased due to lower commodity-related costs that decrease the cost of gas losses on the storage and distribution systems. The Load Balancing Charge has gone up due to higher costs to transport natural gas to Ontario.

For further information
Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Large Volume Customer Notice - Rate 145

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Gas Supply and Delivery Charges and an increase to the Load Balancing Charge effective October 1, 2008. On average, these changes will amount to a decrease of approximately 11% annually, excluding the Gas Cost Adjustment. The effect on your bill will depend on how much natural gas your organization uses.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Gas Supply Charge

The Gas Supply Charge has decreased from 38.9653 cents per cubic metre ("¢/m^3") to 33.7084 ¢/m^3. This price is based on a forecast of market prices for the next twelve months. The forecast price is reviewed every three months and, if necessary, adjusted accordingly to reflect market changes. If our forecasts are over or under, we reimburse or collect from customers through gas cost adjustments.

Enbridge Gas Distribution does not make a profit on the cost of natural gas. The price we charge is the same as our cost to purchase natural gas.

Gas Cost Adjustment

The OEB has approved a new Gas Cost Adjustment surcharge of 1.5905 ¢/m^3 for the period October 1, 2008 through March 31, 2009. This charge combined with the Gas Supply Charge results in a new total effective Gas Supply rate of 35.2989 ¢/m^3.

Delivery Charge and Load Balancing Charges

The Delivery Charge has decreased due to lower commodity-related costs that decrease the cost of gas losses on the storage and distribution systems. The Load Balancing Charge has gone up due to higher costs to transport natural gas to Ontario.

For further information

Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Transportation Service Customer Notice - Rate 145

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Delivery Charge and an increase to the Load Balancing Charge effective October 1, 2008. On average, these changes will amount to an increase of approximately 2%. The effect on your bill will depend on how much natural gas your organization uses.

The price you pay for the natural gas you use, shown as the Gas Supply Charge on your bill, depends on the terms of your agreement with your gas marketer.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Delivery Charge and Load Balancing Charges

The Delivery Charge has decreased due to lower commodity-related costs that decrease the cost of gas losses on the storage and distribution systems. The Load Balancing Charge has gone up due to higher costs to transport natural gas to Ontario.

For further information

Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Large Volume Customer Notice - Rate 170

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Gas Supply and Delivery Charges and an increase to the Load Balancing Charge effective October 1, 2008. On average, these changes will amount to a decrease of approximately 12% annually, excluding the Gas Cost Adjustment. The effect on your bill will depend on how much natural gas your organization uses.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Gas Supply Charge
The Gas Supply Charge has decreased from 38.8492 cents per cubic metre ("¢/m³") to 33.5922 ¢/m³. This price is based on a forecast of market prices for the next twelve months. The forecast price is reviewed every three months and, if necessary, adjusted accordingly to reflect market changes. If our forecasts are over or under, we reimburse or collect from customers through gas cost adjustments.

Enbridge Gas Distribution does not make a profit on the cost of natural gas. The price we charge is the same as our cost to purchase natural gas.

Gas Cost Adjustment
The OEB has approved a new Gas Cost Adjustment surcharge of 1.2608 ¢/m³ for the period October 1, 2008 through March 31, 2009. This charge combined with the Gas Supply Charge results in a new total effective Gas Supply rate of 34.8530 ¢/m³.

Delivery Charge and Load Balancing Charges
The Delivery Charge has decreased due to lower commodity-related costs that decrease the cost of gas losses on the storage and distribution systems. The Load Balancing Charge has gone up due to higher costs to transport natural gas to Ontario.

For further information
Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

New Rate Information
October 2008
Transportation Service Customer Notice - Rate 170

Natural gas prices have changed

The Ontario Energy Board ("OEB") has approved a decrease to Enbridge Gas Distribution's Delivery Charge and an increase to the Load Balancing Charge effective October 1, 2008. On average, these changes will amount to an increase of approximately 5%. The effect on your bill will depend on how much natural gas your organization uses.

The price you pay for the natural gas you use, shown as the Gas Supply Charge on your bill, depends on the terms of your agreement with your gas marketer.

Your current bill has been calculated using the new approved rates for gas consumed from October 1, 2008. The rates are on the reverse side of this notice.

Delivery Charge and Load Balancing Charges

The Delivery Charge has decreased due to lower commodity-related costs that decrease the cost of gas losses on the storage and distribution systems. The Load Balancing Charge has gone up due to higher costs to transport natural gas to Ontario.

For further information

Enbridge Gas Distribution appreciates the opportunity to serve you and looks forward to the continuation of our business relationship. If you require further information with respect to this rate change, please call your Enbridge office. The telephone number is located on the front of your bill. Also, visit our website at: www.enbridge.com/gas.

APPENDIX “C” TO

DECISION AND ORDER

BOARD FILE NO. EB-2008-0263

LIST OF INTERESTED PARTIES

DATED September 25, 2008

List of Interested Parties

ASSOCIATION OF POWER PRODUCERS OF ONTARO ("APPrO")		Mr. David Butters (email only)
ASSOCIATION OF POWER PRODUCERS OF ONTARIO ("APPrO")		Mr. Richard King (email only)
BUILDING OWNERS ANS MANAGERS ASSOCIATION OF THE GREATER TORONTO AREA ("BOMA")		Mr. Chuck Stradling (email only)
BUILDING OWNERS ANS MANAGERS ASSOCIATION OF THE GREATER TORONTO AREA ("BOMA")		Mr. Randy Aiken (email only)
CONSUMERS COUNCIL OF CANADA ("CCC")		Ms. Julie Girvan
CONSUMERS COUNCIL OF CANADA ("CCC")		Mr. Robert B. Warren
CONSUMERS COUNCIL OF CANADA ("CCC")		Dr. Robert Loube (email only)
CORAL ENERGY CANADA INC. ("Coral")		Mr. Paul Kerr (email only)
CORAL ENERGY CANADA INC. ("Coral")		Ms. Elisabeth DeMarco
CORAL ENERGY CANADA INC. ("Coral")		Ms. Nicki Pellegrini (email only)
CUSTOMERWORKS LP ("CWLP")		Mr. Travis Braithwaite
DIRECT ENERGY MARKETING INC. ("Direct Energy")		Ms. Andrea Gibbs
ECNG ENERGY L.P. ("ECNG")		Mr. Bill Killeen (email only)
ENERGY PROBE RESEARCH FOUNDATION ("Energy Probe")		Mr. David MacIntosh (email only)

ENERGY PROBE RESEARCH FOUNDATION ("Energy Probe")		Mr. Thomas Adams (email only)
GAZIFERE INC.		Ms. Lise Mauviel (email only)
GREEN ENERGY COALITION ("GEC")		Mr. David Poch (email only)
GREEN ENERGY COALITION ("GEC")		Mr. Kai Millyard (email only)
HYDRO ONE NETWORKS INC. ("Hydro One")		Mr. Glen E. MacDonald (email only)
INDUSTRIAL GAS USERS ASSOCIATION ("IGUA")		Mr. Murray A. Newton
INDUSTRIAL GAS USERS ASSOCIATION ("IGUA")		Mr. Ian Mondrow (email only)
JASON F. STACEY (Natural Gas Specialist)		Mr. Jason F. Stacey (email only)
KITCHENER, THE CITY OF		Mr. James A. Gruenbauer (email only)
KITCHENER, THE CITY OF		Mr. J. Alick Ryder
LONDON PROPERTY MANAGEMENT ASSOCIATION ("LPMA")		Mr. Randy Aiken (email only)
ONTARIO ASSOCIATION OF PHYSICAL PLANT ASSOCIATION ("OAPPA")		Ms. Valerie Young (email only)
ONTARIO ENERGY SAVINGS L.P. ("OESLP")		Ms. Nola Ruzycki (email only)
ONTARIO POWER GENERATION ("OPG")		Ms. Barbara Reuber (email only)

POLLUTION PROBE		Mr. Murray Klippenstein
POLLUTION PROBE		Mr. Basil Alexander
POWERSTREAM INC.		Ms. Paula Conboy (email only)
SCHOOL ENERGY COALITION		Mr. Bob Williams
SCHOOL ENERGY COALITION		Ms. Rachel Chen
SCHOOL ENERGY COALITION		Mr. Jay Shepherd
SITHE GLOBAL POWER GOREWAY ULC. (“SITHE GOREWAY”)		Mr. Duane Cramer
SITHE GLOBAL POWER GOREWAY ULC. (“SITHE GOREWAY”)		Mr. James Harbell
SUPERIOR ENERGY MANAGEMENT (“SEM”)		Ms. Susannah Robinson
TIMMINS, THE CITY OF		Mr. Peter F. Scully
TRANSALTA COGENERATION L.P. and TRANSALTA ENERGY CORP. (“TransAlta”)		Mr. Rob Findlay
TRANSALTA COGENERATION L.P. and TRANSALTA ENERGY CORP. (“TransAlta”)		Mr. Peter Serafini
TRANSALTA COGENERATION L.P. and TRANSALTA ENERGY CORP. (“TransAlta”)		Ms. Sandy O’Connor
TRANSCANADA ENERGY Ltd. (“TCE”)		Ms. Margaret Kuntz (email only)
TRANSCANADA PIPELINES LIMITED (“TransCanada”)		Mr. Jim Bartlett

TRANSCANADA PIPELINES LIMITED (“TransCanada”)		Mr. Murray Ross
TRANSCANADA PIPELINES LIMITED (“TransCanada”)		Ms. Jennifer R. Scott (email only)
UNION GAS LIMITED (“Union”)		Mr. Patrick McMahon (email only)
UNION GAS LIMITED (“Union”)		Mr. Mark Kitchen (email only)
UNION GAS LIMITED (“Union”)		Mr. Michael A. Penny (email only)
VULNERABLE ENERGY CONSUMERS COALITION (“VECC”)		Dr. Roger Higgin
VULNERABLE ENERGY CONSUMERS COALITION (“VECC”)		Mr. James Wightman
VULNERABLE ENERGY CONSUMERS COALITION (“VECC”)		Mr. Michael Buonaguro (email only)
WHOLESALE GAS SERVICE PURCHASERS GROUP (“WGSPG”)		Mr. Steven Millar
WHOLESALE GAS SERVICE PURCHASERS GROUP (“WGSPG”)		Mr. Nick Petruzzella (email only)

List of Other Interested Parties

MINISTRY OF ENERGY		Mr. Sing-Gin Louie
ONTARIO ENERGY BOARD – BOARD STAFF		Mr. Richard Battista