



EB-2009-0313

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

AND IN THE MATTER OF an Application by Union Gas
Limited, pursuant to section 36(1) of the *Ontario Energy
Board Act, 1998*, for an order or orders approving or fixing
just and reasonable rates and other charges for the sale,
distribution, transmission, and storage of gas as of October
1, 2009;

AND IN THE MATTER OF the Quarterly Rate Adjustment
Mechanism approved by the Ontario Energy Board in RP-
2003-0063.

BEFORE: Ken Quesnelle
Presiding Member

DECISION AND ORDER

Union Gas Limited (“Union”) filed an application (the “Application”) dated August 26, 2009, with the Ontario Energy Board (the “Board”) for an order or orders approving or fixing just and reasonable rates and other charges for the sale, distribution, transmission, and storage of gas. On August 31, 2009 Union filed an update to its Application. The Application was made pursuant to Union’s approved Quarterly Rate Adjustment Mechanism (“QRAM”). The Application also includes the impact on rates of the clearance of 2008 deferral and variance account balances and the market transformation incentive as ordered in the EB-2009-0052 decision. Union’s Application has been given Board File No. EB-2009-0313.

On September 2, 2009, the Board issued a Notice of Written Hearing and Procedural Order No. 1 (the “Notice”). The Notice set September 9, 2009 as the deadline for

submissions on Union's QRAM Application and September 10, 2009 as the deadline for Union's reply submissions.

The Board received two submissions on this Application. The Industrial Gas Users Association ("IGUA") and the Canadian Manufacturers and Exporters ("CME") indicated that they did not have any issues with the rate adjustments requested by Union.

The Board has considered the evidence and finds that it is appropriate to adjust Union's rates effective October 1, 2009 to reflect the projected changes in gas costs and the prospective recovery of the projected twelve-month balances of the gas supply deferral accounts for the period ending September 30, 2010. The Board also finds that it is appropriate to adjust Union's reference prices to reflect the projected changes in gas costs.

The deferral account balances and market transformation incentive for the year ending December 31, 2008, dealt with in the Board's decision in EB-2009-0052, are set out in Appendix "D." The unit rates for recovery/refund related to 2008 deferral account disposition and the market transformation incentive are set out in Appendix "E." The unit rates set out in Appendix "E" are reflected in Appendix "A" and Appendix "B" where applicable.

THE BOARD ORDERS THAT:

1. The Alberta Border Reference Price used to set Union's rates and other charges be established at \$5.003/GJ (18.9063 ¢/m³). The resulting rate changes set out in Appendix "A" and the rate schedules set out in Appendix "B" shall be effective October 1, 2009. The Alberta Border Reference Price shall also be used for the North Purchased Gas Variance Account (Deferral Account No. 179-105) and the TCPL Tolls and Fuel - Northern and Eastern Operations Area deferral account (Deferral Account No. 179-100).
2. The rates pursuant to all contracts for interruptible service under Rates 16, 25, M5A, M7, and T1 be adjusted effective October 1, 2009, by the amounts set out in Appendix "C". The rates pursuant to contracts for interruptible service under Rate 25 shall be negotiated within the range as adjusted in Appendix "C".

3. The reference price for use in determining the amounts to be recorded in the South Purchased Gas Variance Account (Deferral Account No. 179-106) be set at the Ontario Landed Reference Price of \$6.385/GJ (24.1289 ¢/m³) effective October 1, 2009. The Ontario Landed Reference Price shall also be used for the Spot Gas Variance Account (Deferral Account No. 179-107).
4. The South Portfolio Cost Differential be set at \$0.112/GJ (0.4232 ¢/m³) effective October 1, 2009;
6. The unit rates related to the disposition of 2008 deferral account balances and the market transformation incentive are approved as set out in Appendix "E."
7. The respective forms of the customer notices set out in Appendix "F" shall accompany each customer's first bill or invoice following the implementation of this Order.
8. A decision regarding cost awards will be issued at a later date. The eligible parties shall submit their cost claims by September 30, 2009. A copy of the cost claim must be filed with the Board and one copy is to be served on Union. Cost claims must be prepared in accordance with the Board's Practice Direction on Cost Awards.
9. Union will have until October 13, 2009 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.
10. Any party whose cost claim was objected to will have until October 20, 2009 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 Union.

DATED at Toronto, September 14, 2009

ONTARIO ENERGY BOARD

Kirsten Walli
Board Secretary

APPENDIX A
TO DECISION AND ORDER
RATE CHANGES
BOARD FILE NO: EB-2009-0313
DATED: September 14, 2009

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

Line No.	Particulars (cents/m ³)	EB-2009-0101	Rate Change	EB-2009-0313
		Approved July 1, 2009 Rate (a)		Approved October 1, 2009 Rate (c)
1	Monthly Charge - All Zones	\$18.00		\$18.00
	Monthly Delivery Charge - All Zones			
2	First 100 m ³	8.7142		8.7142
3	Next 200 m ³	8.1473		8.1473
4	Next 200 m ³	7.7445		7.7445
5	Next 500 m ³	7.3748		7.3748
6	Over 1,000 m ³	7.0695		7.0695
7	Delivery - Price Adjustment (All Volumes)	(1.7767) (1)	(0.7629)	(2.5396) (2)
	Gas Transportation Service			
8	Fort Frances	3.3308		3.3308
9	Western Zone	3.4254		3.4254
10	Northern Zone	4.1325		4.1325
11	Eastern Zone	4.7466		4.7466
12	Transportation - Price Adjustment (All Zones)	(0.4199) (3)	(0.5658)	(0.9857) (4)
	Storage Service			
13	Fort Frances	1.8950		1.8950
14	Western Zone	1.8926		1.8926
15	Northern Zone	2.2788		2.2788
16	Eastern Zone	2.5905		2.5905
17	Storage - Price Adjustment (All Zones)	0.0025 (5)		0.0025 (5)
	Commodity Cost of Gas and Fuel			
18	Fort Frances	20.0550	(0.6173)	19.4377
19	Western Zone	20.2127	(0.6271)	19.5856
20	Northern Zone	20.4121	(0.6333)	19.7788
21	Eastern Zone	20.5848	(0.6378)	19.9470
22	Commodity and Fuel - Price Adjustment (All Zones)	(8.0676) (6)	(3.5108)	(11.5784) (7)

Notes:

- (1) Includes a temporary charge of 0.0431 cents/m³ for the period Apr 1-Dec 31, 2009, and a temporary credit of (1.8198) cents/m³ for the period Jul 1-Dec 31, 2009.
- (2) Includes a temporary charge of 0.0431 cents/m³ for the period Apr 1-Dec 31, 2009, a temporary credit of (1.8198) cents/m³ for the period Jul 1-Dec 31, 2009, and a temporary credit of (0.7629) cents/m³ for the period Oct 1, 2009-Mar 31, 2010.
- (3) Includes Prospective Recovery of 0.1621, 0.0076, (0.5758), (0.0151) cents/m³, and a temporary charge of 0.0013 cents/m³ for the period Apr 1-Dec 31, 2009.
- (4) Includes Prospective Recovery of 0.0076, (0.5758), (0.0151), (0.0493) cents/m³, a temporary charge of 0.0013 cents/m³ for the period Apr 1-Dec 31, 2009, and a temporary credit of (0.3544) cents/m³ for the period Oct 1, 2009-Mar 31, 2010.
- (5) Includes a temporary charge of 0.0025 cents/m³ for the period April 1 - December 31, 2009.
- (6) Includes Prospective Recovery of 1.2170, (1.9159), (3.7043), and (3.6644) cents/m³.
- (7) Includes Prospective Recovery of (1.9159), (3.7043), (3.6644), and (2.2938) cents/m³.

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

Line No.	Particulars (cents/m ³)	EB-2009-0101 Approved July 1, 2009 Rate (a)	Rate Change (b)	EB-2009-0313 Approved October 1, 2009 Rate (c)
1	Monthly Charge - All Zones	\$70.00		\$70.00
	Monthly Delivery Charge - All Zones			
2	First 1,000 m ³	7.5341		7.5341
3	Next 9,000 m ³	5.9959		5.9959
4	Next 20,000 m ³	5.1188		5.1188
5	Next 70,000 m ³	4.5572		4.5572
6	Over 100,000 m ³	2.4299		2.4299
7	Delivery - Price Adjustment (All Volumes)	(0.6175) (1)	(1.6523)	(2.2698) (2)
	Gas Transportation Service			
8	Fort Frances	3.0598		3.0598
9	Western Zone	3.1544		3.1544
10	Northern Zone	3.8615		3.8615
11	Eastern Zone	4.4756		4.4756
12	Transportation - Price Adjustment (All Zones)	(0.4214) (3)	(0.4742)	(0.8956) (4)
	Storage Service			
13	Fort Frances	1.2139		1.2139
14	Western Zone	1.2116		1.2116
15	Northern Zone	1.5986		1.5986
16	Eastern Zone	1.9106		1.9106
17	Storage - Price Adjustment (All Zones)	0.0016 (5)		0.0016 (5)
	Commodity Cost of Gas and Fuel			
18	Fort Frances	20.0550	(0.6173)	19.4377
19	Western Zone	20.2127	(0.6271)	19.5856
20	Northern Zone	20.4121	(0.6333)	19.7788
21	Eastern Zone	20.5848	(0.6378)	19.9470
22	Commodity and Fuel - Price Adjustment (All Zones)	(8.0676) (6)	(3.5108)	(11.5784) (7)

Notes:

- (1) Includes a temporary charge of 0.0559 cents/m³ for the period Apr 1-Dec 31, 2009, and a temporary credit of (0.6735) cents/m³ for the period Jul 1-Dec 31, 2009
- (2) Includes a temporary charge of 0.0559 cents/m³ for the period Apr 1-Dec 31, 2009, a temporary credit of (0.6735) cents/m³ for the period Jul 1-Dec 31, 2009, and a temporary credit of (1.6523) cents/m³ for the period Oct 1, 2009-Mar 31, 2010.
- (3) Includes Prospective Recovery of 0.1621, 0.0076, (0.5764), (0.0148) cents/m³, and a temporary charge of 0.0001 cents/m³ for the period Apr 1-Dec 31, 2009.
- (4) Includes Prospective Recovery of 0.0076, (0.5764), (0.0148), (0.0492) cents/m³, a temporary charge of 0.0001 cents/m³ for the period Apr 1-Dec 31, 2009, and a temporary credit of (0.2629) cents/m³ for the period Oct 1, 2009-Mar 31, 2010.
- (5) Includes a temporary charge of 0.0016 cents/m³ for the period April 1 - December 31, 2009.
- (6) Includes Prospective Recovery of 1.2170, (1.9159), (3.7043), and (3.6644) cents/m³.
- (7) Includes Prospective Recovery of (1.9159), (3.7043), (3.6644), and (2.2938) cents/m³.

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

Line No.	Particulars (cents/m ³)	EB-2009-0101 Approved July 1, 2009 Rate (a)	Rate Change (b)	EB-2009-0313 Approved October 1, 2009 Rate (c)
1	Monthly Charge	\$779.53		\$779.53
	Delivery Demand Charge			
2	First 70,000 m ³	20.1719		20.1719
3	All over 70,000 m ³	11.8621		11.8621
	Delivery Commodity Charge			
4	First 852,000 m ³	0.3280		0.3280
5	All over 852,000 m ³	0.2429		0.2429
	Monthly Gas Supply Demand Charge			
6	Fort Frances	28.3704		28.3704
7	Western Zone	29.9524		29.9524
8	Northern Zone	48.4085		48.4085
9	Eastern Zone	63.9966		63.9966
10	Gas Supply Demand - Price Adjustment (All Zones)	-		-
	Commodity Transportation 1			
11	Fort Frances	2.4266		2.4266
12	Western Zone	2.4635		2.4635
13	Northern Zone	2.9014		2.9014
14	Eastern Zone	3.2721		3.2721
15	Transportation 1 - Price Adjustment (All Zones)	(0.4205) (1)	(0.2114)	(0.6319) (2)
	Commodity Transportation 2			
16	Fort Frances	0.1551		0.1551
17	Western Zone	0.1687		0.1687
18	Northern Zone	0.2635		0.2635
19	Eastern Zone	0.3471		0.3471
	Commodity Cost of Gas and Fuel			
20	Fort Frances	20.1072	(0.6188)	19.4884
21	Western Zone	20.2653	(0.6286)	19.6367
22	Northern Zone	20.4652	(0.6348)	19.8304
23	Eastern Zone	20.6384	(0.6393)	19.9991
24	Commodity and Fuel - Price Adjustment (All Zones)	(8.0676) (3)	(3.5108)	(11.5784) (4)
	Bundled Storage Service (\$/GJ)			
25	Monthly Demand Charge	11.217		11.217
26	Commodity Charge	0.240		0.240
27	Storage Demand - Price Adjustment	-		-

Notes:

- (1) Includes Prospective Recovery of 0.1621, 0.0076, (0.5752), and (0.0150) cents/m³.
- (2) Includes Prospective Recovery of 0.0076, (0.5752), (0.0150), and (0.0493) cents/m³.
- (3) Includes Prospective Recovery of 1.2170, (1.9159), (3.7043), and (3.6644) cents/m³.
- (4) Includes Prospective Recovery of (1.9159), (3.7043), (3.6644), and (2.2938) cents/m³.

UNION GAS LIMITED
 Northern & Eastern Operations Area
 Summary of Changes to Sales Rates
Rate 100 - Large Volume High Load Factor Firm Service

Line No.	Particulars (cents/m ³)	EB-2009-0101	Rate Change	EB-2009-0313
		Approved July 1, 2009		Approved October 1, 2009
		Rate (a)	(b)	Rate (c)
1	Monthly Charge	\$779.53		\$779.53
2	Delivery Demand Charge All Zones	11.8941		11.8941
3	Delivery Commodity Charge All Zones	0.2255		0.2255
4	Monthly Gas Supply Demand Charge Fort Frances	45.9252		45.9252
5	Western Zone	47.7711		47.7711
6	Northern Zone	69.3032		69.3032
7	Eastern Zone	87.4891		87.4891
8	Commodity Transportation 1 Fort Frances	4.3790		4.3790
9	Western Zone	4.4067		4.4067
10	Northern Zone	4.7351		4.7351
11	Eastern Zone	5.0132		5.0132
12	Commodity Transportation 2 Fort Frances	0.1551		0.1551
13	Western Zone	0.1687		0.1687
14	Northern Zone	0.2635		0.2635
15	Eastern Zone	0.3471		0.3471
16	Commodity Cost of Gas and Fuel Fort Frances	20.1072	(0.6188)	19.4884
17	Western Zone	20.2653	(0.6286)	19.6367
18	Northern Zone	20.4652	(0.6348)	19.8304
19	Eastern Zone	20.6384	(0.6393)	19.9991
20	Commodity and Fuel - Price Adjustment (All Zones)	(8.0676) (1)	(3.5108)	(11.5784) (2)
21	Bundled Storage Service (\$/GJ) Monthly Demand Charge	11.217		11.217
22	Commodity Charge	0.240		0.240
23	Storage Demand - Price Adjustment	-		-

Notes:

(1) Includes Prospective Recovery of 1.2170, (1.9159), (3.7043), and (3.6644) cents/m³.

(2) Includes Prospective Recovery of (1.9159), (3.7043), (3.6644), and (2.2938) cents/m³.

UNION GAS LIMITED
 Northern & Eastern Operations Area
 Summary of Changes to Sales Rates

Line No.	Particulars (cents/m ³)	EB-2009-0101	Rate Change	EB-2009-0313
		Approved July 1, 2009		Approved October 1, 2009
		Rate		Rate
		(a)	(b)	(c)
	<u>Rate 25 - Large Volume Interruptible Service</u>			
1	Monthly Charge	\$189.88		\$189.88
	Delivery Charge - All Zones *			
2	Maximum	4.6875		4.6875
	Gas Supply Charges - All Zones			
3	Minimum	14.3135		14.3135
4	Maximum	140.5622		140.5622
	<u>Rate 77 - Wholesale Transportation Service</u>			
5	Monthly Charge	\$144.91		\$144.91
6	Delivery Demand Charge - All Zones	28.3493		28.3493

* see Appendix C

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

Line No.	Particulars (cents/m ³)	EB-2009-0101	Rate	EB-2009-0313
		Approved July 1, 2009	Change	Approved October 1, 2009
		Rate		Rate
		(a)	(b)	(c)
	<u>Utility Sales</u>			
1	Commodity and Fuel	20.5848	(0.6378)	19.9470
2	Commodity and Fuel - Price Adjustment	(5.2484) (1)	(3.3624)	(8.6108) (2)
3	Transportation	3.7337	0.3401	4.0738
4	Total Gas Supply Commodity Charge	<u>19.0701</u>	<u>(3.6601)</u>	<u>15.4100</u>
	<u>M4 Firm Commercial/Industrial</u>			
5	Minimum annual gas supply commodity charge	4.8037	0.3108	5.1145
	<u>M5A Interruptible Commercial/Industrial</u>			
6	Minimum annual gas supply commodity charge	4.8037	0.3108	5.1145
	<u>Storage and Transportation Supplemental Services - Rate T1 & T3</u>	<u>\$/GJ</u>		<u>\$/GJ</u>
	Monthly demand charges: (\$/GJ)			
7	Firm gas supply service	33.067		33.067
8	Firm backstop gas	2.561	(0.026)	2.535
	Commodity charges:			
9	Gas supply	5.456	(0.169)	5.287
10	Backstop gas	6.863	(0.078)	6.785
11	Reasonable Efforts Backstop Gas	7.932	(0.078)	7.854
12	Supplemental Inventory	Note (3)		Note (3)
13	Supplemental Gas Sales Service (cents/m ³)	27.9041	(0.3112)	27.5929
14	Failure to Deliver	2.866		2.866
15	Discretionary Gas Supply Service (DGSS)	Note (4)		Note (4)

Notes:

- (1) Includes Prospective Recovery of 1.3139, (1.4467), (2.9121), and (2.2035) cents/m³.
- (2) Includes Prospective Recovery of (1.4467), (2.9121), (2.2035), (2.0414) cents/m³, and a temporary credit of (0.0071) cents/m³ for the period Oct 1, 2009-Mar 31, 2010.
- (3) The charge for banked gas purchases shall be the higher of the daily spot gas cost at Dawn in the month of or the month following the month in which gas is sold under this rate and shall not be less than Union's approved weighted avg. cost of gas.
- (4) Reflects the "back to back" price plus gas supply administration charge.

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

Line No.	Particulars (cents/m ³)	EB-2009-0101 Approved July 1, 2009 Rate (a)	Rate Change (b)	EB-2009-0313 Approved October 1, 2009 Rate (c)
<u>M1 Small Volume General Service Rate</u>				
1	Monthly Charge	\$18.00		\$18.00
2	First 100 m ³	4.6685		4.6685
3	Next 150 m ³	4.4284		4.4284
4	All over 250 m ³	3.8601		3.8601
5	Delivery - Price Adjustment (All Volumes)	(1.3176) (1)	(0.0541)	(1.3717) (2)
6	Storage Service	0.9899		0.9899
7	Storage - Price Adjustment	0.0023 (3)		0.0023 (3)
<u>M2 Large Volume General Service Rate</u>				
8	Monthly Charge	\$70.00		\$70.00
9	First 1 000 m ³	3.7565		3.7565
10	Next 6 000 m ³	3.6845		3.6845
11	Next 13 000 m ³	3.4700		3.4700
12	All over 20 000 m ³	3.2126		3.2126
13	Delivery - Price Adjustment (All Volumes)	(0.4405) (4)	(0.4431)	(0.8836) (5)
14	Storage Service	0.7289		0.7289
15	Storage - Price Adjustment	0.0013 (6)		0.0013 (6)
<u>M4 Firm comm/ind contract rate</u>				
Monthly demand charge:				
16	First 8 450 m ³	45.3025		45.3025
17	Next 19 700 m ³	19.6552		19.6552
18	All over 28 150 m ³	16.3226		16.3226
Monthly delivery commodity charge:				
19	First block	0.9602		0.9602
20	All remaining use	0.5259		0.5259
21	Delivery - Price Adjustment (All Volumes)	0.0022 (7)	(0.0026)	(0.0004) (8)
22	Minimum annual delivery commodity charge	1.2740		1.2740

Notes:

- (1) Includes Prospective Recovery of 0.0026, 0.0001, (0.0004), and (0.0001) cents/m³, a temporary credit of (0.0297) cents/m³ for the period Apr 1-Dec 31, 2009, and a temporary credit of (1.2901) cents/m³ for the period Jul 1-Dec 31, 2009
- (2) Includes Prospective Recovery of 0.0001, (0.0004), (0.0001), and (0.0000) cents/m³, a temporary credit of (0.0297) cents/m³ for the period Apr 1-Dec 31, 2009, a temporary credit of (1.2901) cents/m³ for the period Jul 1-Dec 31, 2009, and a temporary credit of (0.0515) cents/m³ for the period Oct 1, 2009-Mar 31, 2010.
- (3) Includes a temporary charge of 0.0023 cents/m³ for the period April 1 to December 31, 2009.
- (4) Includes Prospective Recovery of 0.0026, 0.0001, (0.0004), and (0.0001) cents/m³, a temporary charge of 0.0591 cents/m³ for the period Apr 1-Dec 31, 2009, and a temporary credit of (0.5018) cents/m³ for the period Jul 1-Dec 31, 2009.
- (5) Includes Prospective Recovery of 0.0001, (0.0004), (0.0001), and (0.0000) cents/m³, a temporary charge of 0.0591 cents/m³ for the period Apr 1-Dec 31, 2009, a temporary credit of (0.5018) cents/m³ for the period Jul 1-Dec 31, 2009, and a temporary credit of (0.4404) cents/m³ for the period Oct 1, 2009-Mar 31, 2010.
- (6) Includes a temporary charge of 0.0013 cents/m³ for the period April 1 to December 31, 2009.
- (7) Includes Prospective Recovery of 0.0026, 0.0001, (0.0004), and (0.0001) cents/m³.
- (8) Includes Prospective Recovery of 0.0001, (0.0004), (0.0001), and (0.0000) cents/m³.

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

Line No.	Particulars (cents/m ³)	EB-2009-0101 Approved July 1, 2009 Rate (a)	Rate Change (b)	EB-2009-0313 Approved October 1, 2009 Rate (c)
<u>M5A interruptible comm/ind contract</u>				
<u>Firm contracts *</u>				
1	Monthly demand charge	27.4441		27.4441
2	Monthly delivery commodity charge	1.8828		1.8828
3	Delivery - Price Adjustment (All Volumes)	0.0022 (1)	(0.0026)	(0.0004) (2)
<u>Interruptible contracts *</u>				
4	Monthly Charge	\$499.70		\$499.70
Daily delivery commodity charge:				
5	4 800 m ³ to 17 000 m ³	1.9571		1.9571
6	17 000 m ³ to 30 000 m ³	1.8272		1.8272
7	30 000 m ³ to 50 000 m ³	1.7589		1.7589
8	50 000 m ³ to 70 000 m ³	1.7110		1.7110
9	70 000 m ³ to 100 000 m ³	1.6767		1.6767
10	100 000 m ³ to 140 870 m ³	1.6430		1.6430
11	Delivery - Price Adjustment (All Volumes)	0.0022 (1)	(0.0026)	(0.0004) (2)
12	Annual minimum delivery commodity charge	2.2709		2.2709
<u>M7 Special large volume contract</u>				
<u>Firm</u>				
13	Monthly demand charge	25.3025		25.3025
14	Monthly delivery commodity charge	0.3812		0.3812
15	Delivery - Price Adjustment	0.0022 (1)	(0.0026)	(0.0004) (2)
<u>Interruptible *</u>				
16	Monthly delivery commodity charge: Maximum	2.7579		2.7579
17	Delivery - Price Adjustment	0.0022 (1)	(0.0026)	(0.0004) (2)
<u>Seasonal *</u>				
18	Monthly delivery commodity charge: Maximum	2.5138		2.5138
19	Delivery - Price Adjustment	0.0022 (1)	(0.0026)	(0.0004) (2)
<u>M9 Large wholesale service</u>				
20	Monthly demand charge	16.9216		16.9216
21	Monthly delivery commodity charge	0.5377		0.5377
22	Delivery - Price Adjustment	0.0022 (1)	(0.0026)	(0.0004) (2)
<u>M10 Small wholesale service</u>				
23	Monthly delivery commodity charge	2.6751		2.6751

Notes:

- (1) Includes Prospective Recovery of 0.0026, 0.0001, (0.0004), and (0.0001) cents/m³.
 (2) Includes Prospective Recovery of 0.0001, (0.0004), (0.0001), and (0.0000) cents/m³.

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

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

Line No.	Particulars	EB-2009-0101 Approved July 1, 2009 Rate (a)	Rate Change (b)	EB-2009-0313 Approved October 1, 2009 Rate (c)
<u>Contract Carriage Service</u>				
<u>T1 Storage and Transportation</u>				
<u>Storage (\$ / GJ)</u>				
Monthly demand charges:				
1	Firm space	0.010		0.010
	Firm Injection/Withdrawal Right			
2	Union provides deliverability inventory	1.947		1.947
3	Customer provides deliverability inventory	1.035		1.035
4	Firm incremental injection	1.035		1.035
5	Interruptible withdrawal	1.035		1.035
Commodity charges:				
6	Withdrawal	0.063		0.063
7	Customer provides compressor fuel	0.006		0.006
8	Injection	0.063		0.063
9	Customer provides compressor fuel	0.006		0.006
10	Storage fuel ratio - customer provides fuel	0.599%		0.599%
<u>Transportation (cents / m³)</u>				
11	Monthly demand charge first 140,870 m ³	18.8968		18.8968
12	Monthly demand charge all over 140,870 m ³	12.9127		12.9127
Commodity charges:				
13	Firm- Union provides compressor fuel first 2,360,653 m ³	0.3669		0.3669
14	Union provides compressor fuel all over 2,360,653 m ³	0.2815		0.2815
15	Customer provides compressor fuel first 2,360,653 m ³	0.1700		0.1700
16	Customer provides compressor fuel all over 2,360,653 m ³	0.0846		0.0846
Interruptible: *				
17	Maximum - Union provides compressor fuel	2.7579		2.7579
18	Maximum - customer provides compressor fuel	2.5610		2.5610
19	Transportation fuel ratio - customer provides fuel	0.554%		0.554%
<u>Authorized overrun services</u>				
<u>Storage (\$ / GJ)</u>				
Commodity charges				
20	Injection May 1 to Oct 31	0.167		0.167
21	Customer provides compressor fuel	0.070		0.070
22	Withdrawals Nov 1 to Apr 30	0.167		0.167
23	Customer provides compressor fuel	0.070		0.070
24	Transportation commodity charge (cents/m ³)	0.9882		0.9882
25	Customer provides compressor fuel	0.7913		0.7913
26	<u>Monthly Charge</u>	\$1,798.91		\$1,798.91

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

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

Line No.	Particulars	EB-2009-0101 Approved July 1, 2009 Rate (a)	Rate Change (b)	EB-2009-0313 Approved October 1, 2009 Rate (c)
<u>T3 Storage and Transportation</u>				
<u>Storage (\$ / GJ)</u>				
Monthly demand charges:				
1	Firm space	0.010		0.010
	Firm Injection/Withdrawal Right			
2	Union provides deliverability inventory	1.947		1.947
3	Customer provides deliverability inventory	1.035		1.035
4	Firm incremental injection	1.035		1.035
5	Interruptible withdrawal	1.035		1.035
Commodity charges:				
6	Withdrawal	0.063		0.063
7	Customer provides compressor fuel	0.006		0.006
8	Injection	0.063		0.063
9	Customer provides compressor fuel	0.006		0.006
10	Storage fuel ratio- Cust. provides fuel	0.599%		0.599%
<u>Transportation (cents / m³)</u>				
11	Monthly demand charge	8.9561		8.9561
Commodity charges				
12	Firm- Union supplies compressor fuel	0.3245		0.3245
13	Customer provides compressor fuel	0.0671		0.0671
14	Transportation fuel ratio- Cust. provides fuel	0.724%		0.724%
<u>Authorized overrun services</u>				
<u>Storage (\$ / GJ)</u>				
Commodity charges:				
15	Injection	0.167		0.167
16	Customer provides compressor fuel	0.070		0.070
17	Withdrawals	0.167		0.167
18	Customer provides compressor fuel	0.070		0.070
19	Transportation commodity charge (cents/m ³)	0.6189		0.6189
20	Customer provides compressor fuel (cents/m ³)	0.3615		0.3615
<u>Monthly Charge</u>				
21	City of Kitchener	\$17,285.43		\$17,285.43
22	Natural Resource Gas	\$2,653.49		\$2,653.49
23	Six Nations	\$884.50		\$884.50

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

Line No.	Particulars	EB-2009-0101 Approved July 1, 2009 Rate (a)	Rate Change (b)	EB-2009-0313 Approved October 1, 2009 Rate (c)
<u>U2 Unbundled Service</u>				
<u>Storage (\$ / GJ)</u>				
Monthly demand charges:				
	Standard Storage Service (SSS)			
1	Combined Firm Space & Deliverability	0.021		0.021
	Standard Peaking Service (SPS)			
2	Combined Firm Space & Deliverability	0.104		0.104
3	Incremental firm injection right	0.940		0.940
4	Incremental firm withdrawal right	0.940		0.940
Commodity charges:				
5	Injection customer provides compressor fuel	0.014		0.014
6	Withdrawal customer provides compressor fuel	0.014		0.014
7	Storage fuel ratio - Customer provides fuel	0.599%		0.599%
<u>Authorized overrun services</u>				
<u>Storage (\$ / GJ)</u>				
Commodity charges:				
8	Injection customer provides compressor fuel	0.045		0.045
9	Withdrawal customer provides compressor fuel	0.045		0.045
<u>U5 Unbundled Service</u>				
<u>Storage (\$ / GJ)</u>				
Monthly demand charges:				
10	Combined Firm Space & Deliverability	0.021		0.021
11	Incremental firm injection right	0.940		0.940
12	Incremental firm withdrawal right	0.940		0.940
Commodity charges:				
13	Injection customer provides compressor fuel	0.014		0.014
14	Withdrawal customer provides compressor fuel	0.014		0.014
15	Storage fuel ratio - Customer provides fuel	0.599%		0.599%
<u>Delivery (cents / m³)</u>				
<u>Firm contracts</u>				
16	Monthly demand charge	21.7116		21.7116
17	Monthly delivery commodity charge	1.8067		1.8067
18	Transportation fuel ratio - Customer provides fuel	0.554%		0.554%
<u>Interruptible contracts</u>				
19	Monthly Charge	\$499.70		\$499.70
Monthly delivery commodity charge:				
20	4 800 m ³ to 17 000 m ³	1.5400		1.5400
21	17 000 m ³ to 30 000 m ³	1.4101		1.4101
22	30 000 m ³ to 50 000 m ³	1.3418		1.3418
23	50 000 m ³ to 70 000 m ³	1.2939		1.2939
24	70 000 m ³ to 100 000 m ³	1.2596		1.2596
25	100 000 m ³ to 140 870 m ³	1.2259		1.2259
<u>Authorized overrun services</u>				
<u>Storage (\$ / GJ)</u>				
Commodity charges:				
26	Injection customer provides compressor fuel	0.045		0.045
27	Withdrawal customer provides compressor fuel	0.045		0.045

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

Line No.	Particulars	EB-2009-0101 Approved July 1, 2009 Rate (a)	Rate Change (b)	EB-2009-0313 Approved October 1, 2009 Rate (c)
<u>U7 Unbundled Service</u>				
<u>Storage (\$ / GJ)</u>				
Monthly demand charges:				
1	Combined Firm Space & Deliverability	0.021		0.021
2	Incremental firm injection right	0.940		0.940
3	Incremental firm withdrawal right	0.940		0.940
Commodity charges:				
4	Injection customer provides compressor fuel	0.014		0.014
5	Withdrawal customer provides compressor fuel	0.014		0.014
6	Storage fuel ratio - Customer provides fuel	0.599%		0.599%
<u>Delivery (cents / m³)</u>				
7	Monthly demand charge first 140,870 m ³	18.8968		18.8968
8	Monthly demand charge all over 140,870 m ³	12.9127		12.9127
Commodity charges				
9	Firm Customer provides compressor fuel first 2,360,653 m ³	0.1700		0.1700
10	Firm Customer provides compressor fuel all over 2,360,653 m ³	0.0846		0.0846
Interruptible:				
11	Maximum customer provides compressor fuel	2.5610		2.5610
12	Transportation fuel ratio - Customer provides fuel	0.554%		0.554%
<u>Authorized overrun services</u>				
<u>Storage (\$ / GJ)</u>				
Commodity charges:				
13	Injection customer provides compressor fuel	0.045		0.045
14	Withdrawal customer provides compressor fuel	0.045		0.045
15	Transportation commodity charge (cents/m ³)	0.7913		0.7913
<u>Other Services & Charges</u>				
16	Monthly Charge	\$1,798.91		\$1,798.91
<u>U9 Unbundled Service</u>				
<u>Storage (\$ / GJ)</u>				
Monthly demand charges:				
17	Firm space	0.021		0.021
18	Incremental firm injection right	0.940		0.940
19	Incremental firm withdrawal right	0.940		0.940
Commodity charges:				
20	Injection customer provides compressor fuel	0.014		0.014
21	Withdrawal customer provides compressor fuel	0.014		0.014
22	Storage fuel ratio - Customer provides fuel	0.599%		0.599%
<u>Delivery (cents / m³)</u>				
23	Monthly demand charge	8.9561		8.9561
Commodity charges				
24	Firm customer provides compressor fuel	0.0671		0.0671
25	Transportation fuel ratio - Customer provides fuel	0.724%		0.724%
<u>Authorized overrun services</u>				
<u>Storage (\$ / GJ)</u>				
Commodity charges:				
26	Injection customer provides compressor fuel	0.045		0.045
27	Withdrawal customer provides compressor fuel	0.045		0.045
28	Transportation commodity charge (cents/m ³)	0.3615		0.3615
<u>Other Services & Charges</u>				
Monthly Charge				
29	City of Kitchener	\$17,285.43		\$17,285.43
30	NRG	\$2,653.49		\$2,653.49
31	Six Nations	\$884.50		\$884.50

APPENDIX B

TO DECISION AND ORDER

RATE CHANGES

BOARD FILE NO: EB-2009-0313

DATED: September 14, 2009



RATE 01A – SMALL VOLUME GENERAL FIRM SERVICE

ELIGIBILITY

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

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Sales Service**

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

(b) **Transportation Service**

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

(c) **Bundled Transportation Service**

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

MONTHLY RATES AND CHARGES

Zone Rate Schedule No.	<u>Fort Frances</u> 201	<u>Western</u> 101	<u>Northern</u> 301	<u>Eastern</u> 601
<u>APPLICABLE TO ALL SERVICES</u>				
<u>MONTHLY CHARGE</u>	\$18.00	\$18.00	\$18.00	\$18.00
<u>DELIVERY CHARGE</u>	¢ per m ³	¢ per m ³	¢ per m ³	¢ per m ³
First 100 m ³ per month @	8.7142	8.7142	8.7142	8.7142
Next 200 m ³ per month @	8.1473	8.1473	8.1473	8.1473
Next 200 m ³ per month @	7.7445	7.7445	7.7445	7.7445
Next 500 m ³ per month @	7.3748	7.3748	7.3748	7.3748
Over 1,000 m ³ per month @	7.0695	7.0695	7.0695	7.0695
Delivery- Price Adjustment (All Volumes)	(2.5396) (1)	(2.5396) (1)	(2.5396) (1)	(2.5396) (1)

Note (1) The Delivery – Price Adjustment is composed of a temporary charge of 0.0431 cents/m³ for the period April 1 to December 31, 2009, a temporary credit of (1.8198) cents/m³ for the period July 1 to December 31, 2009, and a temporary credit of (0.7629) cents/m³ for the period October 1, 2009 to March 31, 2010.



ADDITIONAL CHARGES FOR SALES SERVICE

GAS SUPPLY CHARGES

Gas Supply Charge (if applicable)

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

MONTHLY BILL

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

MINIMUM MONTHLY BILL

The Minimum Monthly Bill shall be the Monthly Charge.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

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

TERMS AND CONDITIONS OF SERVICE

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

Effective

October 1, 2009
O.E.B. ORDER # EB-2009-0313

Chatham, Ontario

Supersedes EB-2009-0101 Rate Schedule effective July 1, 2009.



RATE 10 – LARGE VOLUME GENERAL FIRM SERVICE

ELIGIBILITY

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

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Sales Service**

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

(b) **Transportation Service**

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

(c) **Bundled Transportation Service**

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

MONTHLY RATES AND CHARGES

Zone Rate Schedule No.	<u>Fort Frances</u> 210	<u>Western</u> 110	<u>Northern</u> 310	<u>Eastern</u> 610
<u>APPLICABLE TO ALL SERVICES</u>				
<u>MONTHLY CHARGE</u>	\$70.00	\$70.00	\$70.00	\$70.00
<u>DELIVERY CHARGE</u>	<u>¢ per m³</u>	<u>¢ per m³</u>	<u>¢ per m³</u>	<u>¢ per m³</u>
First 1,000 m ³ per month @	7.5341	7.5341	7.5341	7.5341
Next 9,000 m ³ per month @	5.9959	5.9959	5.9959	5.9959
Next 20,000 m ³ per month @	5.1188	5.1188	5.1188	5.1188
Next 70,000 m ³ per month @	4.5572	4.5572	4.5572	4.5572
Over 100,000 m ³ per month @	2.4299	2.4299	2.4299	2.4299
Delivery-Price Adjustment (All Volumes)	(2.2698) (1)	(2.2698) (1)	(2.2698) (1)	(2.2698) (1)

Note (1) The Delivery – Price Adjustment is composed of a temporary charge of 0.0559 cents/m³ for the period April 1 to December 31, 2009, a temporary credit of (0.6735) cents/m³ for the period July 1 to December 31, 2009, and a temporary credit of (1.6523) cents/m³ for the period October 1, 2009 to March 31, 2010.



ADDITIONAL CHARGES FOR SALES SERVICE

GAS SUPPLY CHARGES

Gas Supply Charge (if applicable)

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

MONTHLY BILL

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

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Monthly Charge.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

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

TERMS AND CONDITIONS OF SERVICE

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



RATE 20 – MEDIUM VOLUME FIRM SERVICE

ELIGIBILITY

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

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Sales Service**

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

(b) **Transportation Service**

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

(c) **Bundled Transportation Service**

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

(d) **Storage Service**

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

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

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

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



MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES – ALL ZONES (1)

<u>MONTHLY CHARGE</u>	\$779.53
<u>DELIVERY CHARGES</u> (cents per month per m ³)	
Monthly Demand Charge for first 70,000 m ³ of Contracted Daily Demand	20.1719
Monthly Demand Charge for all units over 70,000 m ³ of Contracted Daily Demand	11.8621
Commodity Charge for first 852,000 m ³ of gas volumes delivered	0.3280
Commodity Charge for all units over 852,000 m ³ of gas volumes delivered	0.2429

NOTE

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

ADDITIONAL CHARGES FOR SALES SERVICE

Gas Supply Charge

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

Commodity Transportation

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

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

HEAT CONTENT ADJUSTMENT

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

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



COMMISSIONING AND DECOMMISSIONING RATE

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

Zone Rate Schedule No.	<u>Fort Frances</u> 220	<u>Western</u> 120	<u>Northern</u> 320	<u>Eastern</u> 620
<u>MONTHLY CHARGE</u>	\$779.53	\$779.53	\$779.53	\$779.53
<u>DELIVERY CHARGES</u>	<u>cents per m³</u>	<u>cents per m³</u>	<u>cents per m³</u>	<u>cents per m³</u>
Commodity Charge for each unit of gas volumes delivered	1.6544	1.6544	1.6544	1.6544

GAS SUPPLY CHARGES

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

ADDITIONAL CHARGES FOR TRANSPORTATION AND STORAGE SERVICES – ALL ZONES

MONTHLY TRANSPORTATION ACCOUNT CHARGE

For customers that currently have installed or will require installing telemetering equipment: \$219.87

BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES

Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$ per GJ per Month) \$11.217

Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitlement: (\$ per GJ per Month) -

Commodity Charge for each unit of gas withdrawn from storage (\$ per GJ) \$0.240

Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage (\$ per GJ) \$0.609

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

UNBUNDLED STORAGE SERVICE CHARGES

Storage Space Charge:

Applied to Contracted Maximum Storage Balance (\$ per GJ per Month) \$0.031

Fuel Ratio:

Applied to all gas injected and withdrawn from storage (%) 0.599%

Commodity Charge:

Applied to all gas injected and withdrawn from storage (\$ per GJ) \$0.014

UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES:

Fuel Ratio:

Applied to all gas injected and withdrawn from storage (%) 1.03%

Commodity Charge:

Applied to all gas injected and withdrawn from storage (\$ per GJ) \$0.072

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



UNBUNDLED STORAGE SERVICE UNAUTHORIZED OVERRUN CHARGES

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

UNBUNDLED SERVICE NOMINATION VARIANCES

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

Zone Rate Schedule No.	<u>Fort Frances</u> 220	<u>Western</u> 120	<u>Northern</u> 320	<u>Eastern</u> 620
<u>Delivery Service to Storage Facilities (1)</u>				
Demand Charge (\$/GJ/month)	N/A	\$29.227	\$12.025	\$1.202
Commodity (\$/GJ)	N/A	\$0.032	\$0.024	\$0.019
<u>Redelivery Service from Storage Facilities</u>				
Demand Charge (\$/GJ/month)	\$2.236	\$2.236	\$2.236	\$5.859
Commodity (\$/GJ)	N/A	\$0.095	\$0.095	\$0.099

Notes:

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

DIVERSION TRANSACTION CHARGE

Charge to a customer Receiving Delivery of diverted gas each time such customer requests a diversion and Union provides the service: \$10.00

THE BILL

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

MINIMUM BILL

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



DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

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

TERMS AND CONDITIONS OF SERVICE

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

Effective

October 1, 2009
O.E.B. ORDER # EB-2009-0313

Chatham, Ontario

Supersedes EB-2009-0147 Rate Schedule effective July 1, 2009.



RATE 25 – LARGE VOLUME INTERRUPTIBLE SERVICE

ELIGIBILITY

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

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Sales Service**

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

(b) **Transportation Service**

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

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

MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES – ALL ZONES (1)

MONTHLY CHARGE \$189.88

DELIVERY CHARGES cents per m³

A Delivery Price for all volumes delivered to the customer to be negotiated between Union and the customer and the average price during the period in which these rates remain in effect shall not exceed: 4.6875

NOTE

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



ADDITIONAL CHARGES FOR SALES SERVICE

Gas Supply Charge

As per applicable rate provided in Schedule "A".

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

HEAT CONTENT ADJUSTMENT

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

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

ADDITIONAL CHARGES FOR TRANSPORTATION – ALL ZONES

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

\$219.87

THE BILL

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

MINIMUM BILL

The minimum bill shall be the Monthly Charge and the Transportation Account Charge, if applicable.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full, 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

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



TERMS AND CONDITIONS OF SERVICE

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

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

ELIGIBILITY

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

SERVICE AVAILABLE

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

GAS SUPPLY CHARGE

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

SHORT TERM STORAGE / BALANCING SERVICE

Short Term Storage / Balancing Service is:

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

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

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

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

THE BILL

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

SERVICE AGREEMENT

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



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TERMS AND CONDITIONS OF SERVICE

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

Effective

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Chatham, Ontario

Supersedes EB-2009-0147 Rate Schedule effective July 1, 2009.



RATE 77 – WHOLESALE TRANSPORTATION SERVICE

ELIGIBILITY

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

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Transportation Service**

For the continuous delivery through Union's distribution system from the Point of Receipt on TCPL to the Point of Consumption at the Consumer's distribution system of natural gas owned by the customer. The customer is responsible for obtaining the requisite regulatory approvals for the supply and transmission of such gas to Union's distribution system. For this service, the Monthly and Delivery Charges shall apply.

MONTHLY RATES AND CHARGES – ALL ZONES

<u>MONTHLY CHARGE</u> (\$ per month)	\$144.91
<u>MONTHLY DELIVERY DEMAND CHARGE</u> (cents per m ³)	28.3493

THE BILL

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

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

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

TERMS AND CONDITIONS OF SERVICE

1. Service shall be for a minimum term of one year.
2. Customers must enter into a Service Agreement with Union prior to the commencement of service.
3. The identified rates (excluding gas supply charges, if applicable) represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

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RATE 100 – LARGE VOLUME HIGH LOAD FACTOR FIRM SERVICE

ELIGIBILITY

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

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) **Sales Service**

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

(b) **Transportation Service**

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

(c) **Bundled Transportation Service**

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

(d) **Storage Service**

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

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

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

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



MONTHLY RATES AND CHARGES

APPLICABLE TO ALL SERVICES – ALL ZONES (1)

<u>MONTHLY CHARGE</u>	\$779.53
<u>DELIVERY CHARGES</u> (cents per Month per m ³ of Daily Contract Demand) Monthly Demand Charge for each unit of Contracted Daily Demand:	11.8941
COMMODITY CHARGE for each unit of gas volumes delivered (cents per m ³)	0.2255

NOTE:

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

ADDITIONAL CHARGES FOR SALES SERVICE

Gas Supply Charges

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

Commodity Transportation

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

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

HEAT CONTENT ADJUSTMENT

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

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



COMMISSIONING AND DECOMMISSIONING RATE

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

Zone	<u>Fort Frances</u>	<u>Western</u>	<u>Northern</u>	<u>Eastern</u>
Rate Schedule No.	2100	1100	3100	6100
<u>MONTHLY CHARGE</u>	\$779.53	\$779.53	\$779.53	\$779.53
<u>DELIVERY CHARGES</u>				
Commodity Charge for each unit of gas volumes delivered	<u>cents per m³</u> 0.7841	<u>cents per m³</u> 0.7841	<u>cents per m³</u> 0.7841	<u>cents per m³</u> 0.7841

GAS SUPPLY CHARGES

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

ADDITIONAL CHARGES FOR TRANSPORTATION AND STORAGE SERVICES – ALL ZONES

MONTHLY TRANSPORTATION ACCOUNT CHARGE

For customers that currently have installed or will require installing telemetering equipment \$219.87

BUNDLED (T-SERVICE) STORAGE SERVICE CHARGES

Monthly Demand Charge for each unit of Contracted Daily Storage Withdrawal Entitlement (\$ per GJ per Month) \$11.217

Monthly Storage Demand- Price Adjustment for each unit of Contracted Daily Storage Withdrawal Entitlement: (\$ per GJ per Month) -

Commodity Charge for each unit of gas withdrawn from storage (\$ per GJ) \$0.240

Authorized Overrun Commodity Charge on each additional unit of gas Union authorizes for withdrawal from storage (\$ per GJ) \$0.609

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

UNBUNDLED STORAGE SERVICE CHARGES

Storage Space Charge:

Applied to Contracted Maximum Storage Balance (\$ per GJ per Month) \$0.031

Fuel Ratio:

Applied to all gas injected and withdrawn from storage (%) 0.599%

Commodity Charge:

Applied to all gas injected and withdrawn from storage (\$ per GJ) \$0.014

UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES

Fuel Ratio:

Applied to all gas injected and withdrawn from storage (%) 1.03%

Commodity Charge:

Applied to all gas injected and withdrawn from storage (\$ per GJ) \$0.072

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



UNBUNDLED STORAGE SERVICE UNAUTHORIZED OVERRUN CHARGES

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

UNBUNDLED SERVICE NOMINATION VARIANCES

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

Zone Rate Schedule No.	<u>Fort Frances</u> 2100	<u>Western</u> 1100	<u>Northern</u> 3100	<u>Eastern</u> 6100
<u>Delivery Service to Storage Facilities (1)</u>				
Demand Charge (\$/GJ/month)	N/A	\$29.227	\$12.025	\$1.202
Commodity (\$/GJ)	N/A	\$0.032	\$0.024	\$0.019
<u>Redelivery Service from Storage Facilities</u>				
Demand Charge (\$/GJ/month)	\$2.236	\$2.236	\$2.236	\$5.859
Commodity (\$/GJ)	N/A	\$0.095	\$0.095	\$0.099

Notes:

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

DIVERSION TRANSACTION CHARGE

Charge to a customer Receiving Delivery of diverted gas each time such customer requests a diversion and Union provides the service: \$10.00

THE BILL

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

MINIMUM BILL

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



DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

SERVICE AGREEMENT

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

TERMS AND CONDITIONS OF SERVICE

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

Effective

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Chatham, Ontario

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RATE S1 – GENERAL FIRM SERVICE STORAGE RATES

ELIGIBILITY

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

SERVICES AVAILABLE

The following services are available under this rate schedule:

(a) Transportation Service

The customer is responsible for obtaining all Gas Supply services to the end-user including the requisite regulatory approvals for the supply and transmission of such gas to Union’s distribution system. For this service, the Diversion Transaction Charge shall apply. Unless otherwise authorized by Union, customers who initiate a movement to Transportation Service from a Sales Service or Bundled Transportation Service must accept an assignment from Union of transportation capacity on upstream pipeline systems.

(b) Storage Service

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

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

MONTHLY RATES AND CHARGES

UNBUNDLED STORAGE SERVICE CHARGES

Storage Space Charge		
Applied to Contracted Maximum Storage Space (\$ per GJ per Month)		\$0.031
Fuel Ratio		
Applied to all gas injected and withdrawn from storage (%)		0.599%
Commodity Charge		
Applied to all gas injected and withdrawn from storage (\$ per GJ)		\$0.014

UNBUNDLED STORAGE SERVICE AUTHORIZED OVERRUN CHARGES

Fuel Ratio		
Applied to all gas injected and withdrawn from storage (%)		1.03%
Commodity Charge		
Applied to all gas injected and withdrawn from storage (\$ per GJ)		\$0.072

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



UNBUNDLED STORAGE SERVICE UNAUTHORIZED OVERRUN CHARGES

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

Zone	<u>Fort Frances</u>	<u>Western</u>	<u>Northern</u>	<u>Eastern</u>
<u>Delivery Service to Storage Facilities (1)</u>				
Demand Charge (\$/GJ/month)	N/A	\$29.227	\$12.025	\$1.202
Commodity (\$/GJ)	N/A	\$0.032	\$0.024	\$0.019
<u>Redelivery Service from Storage Facilities</u>				
Demand Charge (\$/GJ/month)	\$2.236	\$2.236	\$2.236	\$5.859
Commodity (\$/GJ)	N/A	\$0.095	\$0.095	\$0.099

Notes:

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

Diversion Transaction Charge

Charge to a customer receiving delivery of diverted gas each time such customer requests a diversion and Union provides the service:	\$10.00
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MONTHLY BILL

The monthly bill will equal the sum of the monthly charges for all services selected plus the rates multiplied by the applicable gas quantities delivered or withdrawn for each service chosen plus all applicable taxes.

DELAYED PAYMENT

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

TERMS AND CONDITIONS OF SERVICE

1. Customers must enter into a Service Agreement with Union prior to the commencement of service.
2. The identified rates represent maximum prices for service. These rates may change periodically. Multi-year prices may also be negotiated, which may be higher than the identified rates.

Effective

October 1, 2009
O.E.B. ORDER # EB-2009-0313

Chatham, Ontario

Supersedes EB-2009-0147 Rate Schedule effective July 1, 2009.



Union Gas Limited
Northern and Eastern Operations Area
Gas Supply Charges

(A) Availability

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

(B) Applicability:

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

(C) Rates

Utility Sales

	<u>Fort Frances</u>	<u>Western</u>	<u>Northern</u>	<u>Eastern</u>
<u>Rate 01A (cents / m³)</u>				
Storage	1.8950	1.8926	2.2788	2.5905
Storage - Price Adjustment	0.0025	0.0025	0.0025	0.0025
Commodity and Fuel (1)	19.4377	19.5856	19.7788	19.9470
Commodity and Fuel - Price Adjustment	(11.5784)	(11.5784)	(11.5784)	(11.5784)
Transportation	3.3308	3.4254	4.1325	4.7466
Transportation - Price Adjustment	(0.9857)	(0.9857)	(0.9857)	(0.9857)
Total Gas Supply Charge	<u>12.1019</u>	<u>12.3420</u>	<u>13.6286</u>	<u>14.7226</u>

Rate 10 (cents / m³)

Storage	1.2139	1.2116	1.5986	1.9106
Storage - Price Adjustment	0.0016	0.0016	0.0016	0.0016
Commodity and Fuel (1)	19.4377	19.5856	19.7788	19.9470
Commodity and Fuel - Price Adjustment	(11.5784)	(11.5784)	(11.5784)	(11.5784)
Transportation	3.0598	3.1544	3.8615	4.4756
Transportation - Price Adjustment	(0.8956)	(0.8956)	(0.8956)	(0.8956)
Total Gas Supply Charge	<u>11.2391</u>	<u>11.4792</u>	<u>12.7666</u>	<u>13.8609</u>

Notes:

(1) As laid out in Appendix A. The Commodity and Fuel line includes gas supply administration charge of 0.3138 cents/m³.



Union Gas Limited
Northern and Eastern Operations Area
Gas Supply Charges

Utility Sales

	<u>Fort Frances</u>	<u>Western</u>	<u>Northern</u>	<u>Eastern</u>
<u>Rate 20 (cents / m³)</u>				
Commodity and Fuel (1)	19.4884	19.6367	19.8304	19.9991
Commodity and Fuel - Price Adjustment	(11.5784)	(11.5784)	(11.5784)	(11.5784)
Commodity Transportation - Charge 1	2.4266	2.4635	2.9014	3.2721
Transportation 1 - Price Adjustment	(0.6319)	(0.6319)	(0.6319)	(0.6319)
Commodity Transportation - Charge 2	0.1551	0.1687	0.2635	0.3471
Monthly Gas Supply Demand	28.3704	29.9524	48.4085	63.9966
Gas Supply Demand - Price Adjustment	-	-	-	-
Commissioning and Decommissioning Rate	3.3322	3.4685	5.0513	6.3896

Rate 100 (cents / m³)

Commodity and Fuel (1)	19.4884	19.6367	19.8304	19.9991
Commodity and Fuel - Price Adjustment	(11.5784)	(11.5784)	(11.5784)	(11.5784)
Commodity Transportation - Charge 1	4.3790	4.4067	4.7351	5.0132
Commodity Transportation - Charge 2	0.1551	0.1687	0.2635	0.3471
Monthly Gas Supply Demand	45.9252	47.7711	69.3032	87.4891
Commissioning and Decommissioning Rate	4.1223	4.2286	5.4348	6.4560

Rate 25 (cents / m³)

Gas Supply Charge:	Interruptible Service			
	Minimum	14.3135	14.3135	14.3135
	Maximum	140.5622	140.5622	140.5622

Notes:

(1) As laid out in Appendix A. The Commodity and Fuel line includes gas supply administration charge of 0.3138 cents/m³.

Effective: October 1, 2009
O.E.B. Order # EB-2009-0313

Chatham, Ontario

Supersedes EB-2008-0147 Rate Schedule effective July 1, 2009.



SMALL VOLUME GENERAL SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

(C) Rates

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

a)	Monthly Charge		\$ 18.00
b)	Delivery Charge		
	First	100 m ³	4.6685 ¢ per m ³
	Next	150 m ³	4.4284 ¢ per m ³
	All Over	250 m ³	3.8601 ¢ per m ³
	Delivery – Price Adjustment (All Volumes) (1)		(1.3717)¢ per m ³
c)	Storage Charge (if applicable)		0.9899 ¢ per m ³
	Storage – Price Adjustment (2)		0.0023 ¢ per m ³

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

d) Gas Supply Charge (if applicable)

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

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

Notes:

- (1) The Delivery – Price Adjustment includes a temporary credit of (0.0297) cents/m³ for the period Apr. 1 to Dec. 31, 2009, a temporary credit of (1.2901) cents/m³ for the period Jul. 1 to Dec. 31, 2009, and a temporary credit of (0.0515) cents/m³ for the period Oct. 1, 2009 to Mar. 31, 2010.
- (2) The Storage – Price Adjustment is composed of a temporary charge of 0.0023 cents/m³ for the period April 1 to December 31, 2009.

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

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

(E) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).



(F) Direct Purchase

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

(G) Overrun Charge

In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the customer, Union will do so. The customer may pay 5.6584 ¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³, plus 7¢ per m³.

(H) Bundled Direct Purchase Delivery

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

(I) Company Policy Relating to Terms of Service

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

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



LARGE VOLUME GENERAL SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

(C) Rates

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

a)	Monthly Charge		\$ 70.00
b)	Delivery Charge		
	First	1 000 m ³	3.7565 ¢ per m ³
	Next	6 000 m ³	3.6845 ¢ per m ³
	Next	13 000 m ³	3.4700 ¢ per m ³
	All Over	20 000 m ³	3.2126 ¢ per m ³
	Delivery – Price Adjustment (All Volumes) (1)		(0.8836)¢ per m ³
c)	Storage Charge (if applicable)		0.7289 ¢ per m ³
	Storage – Price Adjustment (2)		0.0013 ¢ per m ³

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

d) Gas Supply Charge (if applicable)

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

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

Notes:

- (1) The Delivery – Price Adjustment includes a temporary charge of 0.0591 cents/m³ for the period Apr. 1 to Dec. 31, 2009, a temporary credit of (0.5018) cents/m³ for the period Jul. 1 to Dec. 31, 2009, and a temporary credit of (0.4404) cents/m³ for the period Oct. 1, 2009 to Mar. 31, 2010.
- (2) The Storage – Price Adjustment is composed of a temporary charge of 0.0013 cents/m³ for the period April 1 to December 31, 2009.

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

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

(E) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).



(F) Direct Purchase

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

(G) Overrun Charge

In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the customer, Union will do so. The customer may pay 4.4854¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³, plus 7¢ per m³.

(H) Bundled Direct Purchase Delivery

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

(I) Company Policy Relating to Terms of Service

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

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

Effective

October 1, 2009

O.E.B. ORDER # EB-2009-0313

Chatham, Ontario

Supersedes EB-2009-0101 Rate Schedule effective July 1, 2009.



FIRM INDUSTRIAL AND COMMERCIAL CONTRACT RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer who enters into a contract for the purchase or transportation of gas for a minimum term of one year that specifies a daily contracted demand between 4 800 m³ and 140 870 m³.

(C) Rates

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

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

- (i) A Monthly Demand Charge

First	8 450 m ³ of daily contracted demand	45.3025 ¢ per m ³
Next	19 700 m ³ of daily contracted demand	19.6552 ¢ per m ³
All Over	28 150 m ³ of daily contracted demand	16.3226 ¢ per m ³

- (ii) A Monthly Delivery Commodity Charge

First 422 250 m ³ delivered per month	0.9602 ¢ per m ³
Next volume equal to 15 days use of daily contracted demand	0.9602 ¢ per m ³
For remainder of volumes delivered in the month	0.5259 ¢ per m ³
Delivery- Price Adjustment (All Volumes)	(0.0004)¢ per m ³

- (iii) Gas Supply Charge (if applicable)

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

2. Overrun Charge

Authorized overrun gas is available provided that it is authorized by Union in advance. Union will not unreasonably withhold authorization. Overrun means gas taken on any day in excess of 103% of contracted daily demand. Authorized overrun will be available April 1 through October 31 and will be paid for at a Delivery Rate of 2.4496 ¢ per m³ and, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m³ for all volumes purchased.

Unauthorized overrun gas taken in any month shall be paid for at the rate of 5.6584 ¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³ for all gas supply volumes purchased.

3. Minimum Annual Charge

In each contract year, the customer shall purchase from Union or pay for a minimum volume of gas or transportation services equivalent to 146 days use of contracted demand. Overrun gas volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume the customer shall pay an amount equal to the deficiency from the minimum volume times a Delivery Charge of 1.2740 ¢ per m³ and, if applicable a gas supply commodity charge provided in Schedule "A".

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



(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

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

(F) Bundled Direct Purchase Delivery

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

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



INTERRUPTIBLE INDUSTRIAL AND COMMERCIAL CONTRACT RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer who enters into a contract for the purchase or transportation of gas for a minimum term of one year that specifies a daily contracted demand between 4 800 m³ and 140 870 m³ inclusive.

(C) Rates

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

1. Interruptible Service

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

a) (i) Monthly Delivery Commodity Charge

<u>Daily Contracted Demand Level (CD)</u>	<u>Price per m³</u>
4 800 m ³ ≤ CD < 17 000 m ³	1.9571 ¢ per m ³
17 000 m ³ ≤ CD < 30 000 m ³	1.8272 ¢ per m ³
30 000 m ³ ≤ CD < 50 000 m ³	1.7589 ¢ per m ³
50 000 m ³ ≤ CD < 70 000 m ³	1.7110 ¢ per m ³
70 000 m ³ ≤ CD < 100 000 m ³	1.6767 ¢ per m ³
100 000 m ³ ≤ CD ≤ 140 870 m ³	1.6430 ¢ per m ³

Delivery- Price Adjustment (All Volumes) (0.0004)¢ per m³

(ii) Days Use of Interruptible Contract Demand

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

For 75 days use of contracted demand	0.0530 ¢ per m ³
For each additional days use of contracted demand up to a maximum of 275 days, an additional discount of	0.00212¢ per m ³

(iii) Gas Supply Charge (if applicable)

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

(iv) Monthly Charge \$499.70 per month



2. In each contract year, the customer shall take delivery from Union, or in any event pay for, if available and not accepted by the customer, a minimum volume of gas or transportation services as specified in the contract between the parties and which will not be less than 700 000 m³ per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times a Delivery Charge of 2.2709 ¢ per m³, and if applicable, a gas supply charge provided in Schedule "A".

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

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

Unauthorized overrun gas taken in any month shall be paid for at the rate of 5.6584 ¢ per m³ for the delivery and the total gas supply charge for utility sales provided in Schedule "A" per m³ for all gas supply volumes purchased.

4. Non-Interruptible Service

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

- a) The monthly demand charge for firm daily deliveries will be 27.4441 ¢ per m³.
- b) The commodity charge for firm service shall be the rate for firm service at Union's firm rates net of a monthly demand charge of 27.4441 ¢ per m³ of daily contracted demand and a delivery commodity price adjustment of (0.0004)¢ per m³.
- c) The interruptible commodity charge will be established under Clause 1 of this schedule.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

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

(F) Bundled Direct Purchase Delivery

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

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



**SPECIAL LARGE VOLUME
INDUSTRIAL AND COMMERCIAL CONTRACT RATE**

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Customer

- a) who enters into a contract for the purchase or transportation of gas for a minimum term of one year that specifies a combined maximum daily requirement for firm, interruptible and seasonal service of at least 140 870 m³, and a qualifying annual volume of at least 28 327 840 m³; and
- b) who has site specific energy measuring equipment installed at each Point of Consumption that will be used in determining energy balances.

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

(C) Rates

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

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

(i) A Monthly Demand Charge

A negotiated Monthly Demand Charge of up to 25.3025 ¢ per m³ for each m³ of daily contracted firm demand.

(ii) A Monthly Delivery Commodity Charge

(1) A Monthly Firm Delivery Commodity Charge for all firm volumes of 0.3812 ¢ per m³ for each m³, and a Delivery- Price Adjustment of (0.0004)¢ per m³.

(2) A Monthly Interruptible Delivery Commodity Charge for all interruptible volumes to be negotiated between Union and the customer not to exceed an annual average of 2.7579 ¢ per m³.

(3) A Monthly Seasonal Delivery Commodity Charge for all seasonal volumes to be negotiated between Union and the customer not to exceed an annual average of 2.5138 ¢ per m³.

(iii) Gas Supply Charge (if applicable)

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



(iv) **Overrun Gas**

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

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

2. In negotiating the Monthly Interruptible and Seasonal Commodity Charges, the matters to be considered include:
 - a) The volume of gas for which the customer is willing to contract,
 - b) The load factor of the customer's anticipated gas consumption, the pattern of annual use, and the minimum annual quantity of gas which the customer is willing to contract to take or in any event pay for,
 - c) Interruptible or curtailment provisions, and
 - d) Competition.
3. In each contract year, the customer shall take delivery from Union, or in any event, pay for if available and not accepted by the customer, a minimum volume of gas as specified in the contract between the parties. Overrun gas volumes will not contribute to the minimum volume.
4. The contract may provide that the Monthly Demand Charge specified in Rate Section 1 above shall not apply on all or part of the daily contracted firm demand used by the customer during the testing, commissioning, phasing in, decommissioning and phasing out of gas-using equipment for a period not to exceed one year (the "transition period"). In such event, the contract will provide for a Monthly Delivery Commodity Charge to be applied on such volume during the transition of 2.4492¢ per m³ and the total gas supply charge for utility sales provided in Schedule "A" per m³, if applicable.
5. Either the utility or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates and other charges different from the rates and other charges specified herein if the changed rates and other charges are considered by either party to be necessary, desirable and in the public interest.

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

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

(F) Bundled Direct Purchase Delivery and Short Term Supplemental Services

Where a customer elects transportation service and/or a short term supplemental service under this rate schedule, the customer must enter into a Contract under rate schedule R1.

Effective October 1, 2009
O.E.B. ORDER # EB-2009-0313

Chatham, Ontario

Supersedes EB-2009-0147 Rate Schedule effective July 1, 2009.



LARGE WHOLESALE SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

(C) Rates

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

1. (i) A Monthly Demand Charge of 16.9216 ¢ per m³ of established daily demand determined in accordance with the service contract, such demand charge to be computed on a calendar month basis and a prorata charge to be made for the fraction of a calendar month which will occur if the day of first regular delivery does not fall on the first day of a month,
- (ii) A Delivery Commodity Charge of 0.5377 ¢ per m³, a Delivery- Price Adjustment of (0.0004)¢ per m³ for gas delivered and,
- (iii) Gas Supply Charge (if applicable)

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

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

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

(F) Overrun Charge

Authorized:

For all quantities on any day in excess of 103% of the customer's contractual rights, for which authorization has been received, the customer will be charged 1.0940 ¢ per m³. Overrun will be authorized by Union at its sole discretion.

Unauthorized:

For all quantities on any day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged 36.0 ¢ per m³.



uniongas

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(G) Bundled Direct Purchase Delivery

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

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

Effective

October 1, 2009
O.E.B. ORDER # EB-2009-0313

Chatham, Ontario

Supersedes EB-2009-0147 Rate Schedule effective July 1, 2009.



SMALL WHOLESALE SERVICE RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

(C) Rates

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

1. A Delivery Commodity Charge of 2.6751 ¢ per m³ for gas delivered
2. Gas Supply Charge (if applicable)

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

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

(E) Direct Purchase

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

(F) Overrun Charge

In the event that a direct purchase customer fails to deliver its contracted volumes to Union, and Union has the capability to continue to supply the customer, Union will do so. This gas shall be paid for at the rate of 5.6584 ¢ per m³ for the delivery and, if applicable, the total gas supply charge for utility sales provided in Schedule "A" per m³, plus 7 ¢ per m³ for all gas supply volumes purchased.

(G) Bundled Direct Purchase Delivery

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

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

Effective October 1, 2009
O.E.B. ORDER # EB-2009-0313

Chatham, Ontario

Supersedes EB-2009-0147 Rate Schedule effective July 1, 2009.



BUNDLED DIRECT PURCHASE CONTRACT RATE

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer who enters into a Receipt Contract or Gas Purchase Contract for delivery and/or sale of gas to Union.

(C) Rates

	<u>Demand Charge Rate/GJ/month</u>	<u>Commodity Charges/Credits Rate/GJ</u>
a) Transportation by Union For gas delivered to Union at any point other than the Ontario Point(s) of Receipt, Union will charge a customer all approved tolls and charges, incurred by Union to transport the gas to the Ontario Point(s) of Receipt		
b) Firm Backstop Gas Applied to the contracted Firm Backstop Gas Supply Service	\$2.535	
Backstop Gas Commodity Charge On all quantities supplied by Union to the Ontario Point(s) of Receipt		\$6.785
c) Reasonable Efforts Backstop Gas Paid on all quantities of gas supplied by Union to the customer's Point(s) of Consumption		\$7.854
d) Banked Gas Purchase T-service		Note (1)
e) Failure to Deliver Applied to all quantities not delivered to Union in the event the customer's supply fails		\$2.866
f) Short Term Storage / Balancing Service (2) Maximum		\$6.000
g) Discretionary Gas Supply Service ("DGSS")		Note (3)



Notes:

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

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

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



**STORAGE AND TRANSPORTATION RATES
FOR CONTRACT CARRIAGE CUSTOMERS**

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer

- a) whose combined firm and interruptible service minimum annual transportation of natural gas is 5 000 000 m³ or greater; and
- b) who enters into a Carriage Service Contract with Union for the transportation or the storage and transportation of Gas for use at facilities located within Union's gas franchise area; and
- c) who has meters with electronic recording at each Point of Consumption; and
- d) who has site specific energy measuring equipment installed at each Point of Consumption that will be used in determining energy balances; and
- e) for whom Union has determined transportation and/or storage capacity is available.

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

(C) Rates

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

STORAGE SERVICE:

	Demand Charge <u>Rate/GJ/mo</u>	Commodity Charge <u>Rate/GJ</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.010			
b) Annual Firm Injection/Withdrawal Right: Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory	\$1.947			
Customer provides deliverability Inventory (4)	\$1.035			
c) Incremental Firm Injection Right: Applied to the contracted Maximum Incremental Firm Injection Right	\$1.035			
d) Annual Interruptible Withdrawal Right: Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.035			



	<u>Demand Charge Rate/GJ/mo</u>	<u>Commodity Charge Rate/GJ</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.063	0.599%	\$0.006
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.063	0.599%	\$0.006
g) Short Term Storage / Balancing Service Maximum		\$6.000		

Notes:

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

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

3.1 Aggregate Excess

Aggregate excess is the difference between a customer's gas consumption in the 151-day winter period and consumption during the balance of the year. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

3.2 Obligated daily contract quantity multiple of 15

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

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

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



4. Annual Injection/Withdrawal Right

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

4.1 The greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.

4.2 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m³/day) gas fired power generation customers, the maximum entitlement of firm storage deliverability is 24 times the customer's peak hourly consumption, with 1.2% firm deliverability available at the rates specified herein.

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

5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.

6. Storage Space and Withdrawal Rights are not assignable to any other party without the prior written consent of Union.

7. Deliverability Inventory being defined as 20% of annual storage space.

8. Short Term Storage / Balancing Service is:

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

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

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



TRANSPORTATION CHARGES:

	Demand Charge <u>Rate/m³/mo</u>	Commodity Charge <u>Rate/m³</u>	For Customers Providing Their Own Compressor Fuel	
			Fuel Ratio (5) (6)	Commodity Charge <u>Rate/m³</u>
a) Annual Firm Transportation Demand Applied to the Firm Daily Contract Demand				
First 140,870 m ³ per month	18.8968 ¢			
All over 140,870 m ³ per month	12.9127 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the customer's Point(s) of Consumption				
First 2,360,653 m ³ per month		0.3669 ¢	0.554%	0.1700 ¢
All over 2,360,653 m ³ per month		0.2815 ¢	0.554%	0.0846 ¢
c) Interruptible Transportation Commodity Paid on all interruptible quantities redelivered to the customer's Point(s) of Consumption				
Maximum		2.7579 ¢	0.554%	2.5610 ¢

Notes:

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



6. Firm transportation fuel ratio does not apply to new customers or existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day that contract for M12 Dawn to Parkway transportation service equivalent to 100% of their daily firm demand requirement. If a customer with a daily firm demand requirement in excess of 1,200,000 m³/day contracts for M12 Dawn to Parkway transportation service at less than 100% of their firm daily demand requirement, the firm transportation fuel ratio will be applicable to daily volumes not transported under the M12 transportation contract.
7. Either Union or a customer, or potential customer, may apply to the Ontario Energy Board to fix rates and other charges different from the rates and other charges specified herein if the changed rates and other charges are considered by either party to be necessary, desirable and in the public interest.

SUPPLEMENTAL CHARGES:

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

Notes:

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

OVERRUN SERVICE:

1. Annual Storage Space

Authorized

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

Unauthorized

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

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



2. Injection, Withdrawals and Transportation

Authorized

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

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

	Union Providing Fuel	For Customers Providing Their Own Compressor Fuel Firm or Interruptible Service	
	Firm or Interruptible Service	Fuel Ratio	Commodity Charge
Storage Injections	\$0.167/GJ	1.03%	\$0.070/GJ
Storage Withdrawals	\$0.167/GJ	1.03%	\$0.070/GJ
Transportation	0.9882 ¢/m ³	0.554%	0.7913 ¢/m ³

Unauthorized

For all quantities on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged 5.6584 ¢ per m³ or \$1.497 per GJ, as appropriate.

3. Storage / Balancing Service

Authorized

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

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



OTHER SERVICES & CHARGES:

1. Monthly Charge

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

Monthly Charge	\$1 798.91
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2. Diversion of Gas

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

3. Delivery Obligations

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

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

4. Nominations

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

5. Additional Service Information

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

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



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Effective
2009-10-01
Rate T-1
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(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

Effective

October 1, 2009
O.E.B. ORDER # EB-2009-0313

Chatham, Ontario

Supersedes EB-2009-0147 Rate Schedule effective July 1, 2009.



**STORAGE AND TRANSPORTATION RATES
FOR CONTRACT CARRIAGE CUSTOMERS**

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor:

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

(C) Rates

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

STORAGE SERVICE

	Demand Charge Rate/GJ/mo	Commodity Charge Rate/GJ	For Customers Providing Their Own Compressor Fuel	
			Fuel Ratio	Commodity Charge Rate/GJ
a) Annual Firm Storage Space Applied to contracted Maximum Annual Storage Space	\$0.010			
b) Annual Firm Injection/Withdrawal Right Applied to the contracted Maximum Annual Firm Injection/Withdrawal Right Union provides deliverability Inventory	\$1.947			
Customer provides deliverability Inventory (4)	\$1.035			
c) Incremental Firm Injection Right Applied to the contracted Maximum Incremental Firm Injection Right	\$1.035			
d) Annual Interruptible Withdrawal Right Applied to the contracted Maximum Annual Interruptible Withdrawal Right	\$1.035			



	Demand Charge Rate/GJ/mo	Commodity Charge Rate/GJ	For Customers Providing Their Own Compressor Fuel	
			Fuel Ratio	Commodity Charge Rate/GJ
e) Withdrawal Commodity Paid on all quantities withdrawn from storage up to the Maximum Daily Storage Withdrawal Quantity		\$0.063	0.599%	\$0.006
f) Injection Commodity Paid on all quantities injected into storage up to the Maximum Daily Storage Injection Quantity		\$0.063	0.599%	\$0.006
g) Short Term Storage / Balancing Service Maximum		\$6.000		

Notes:

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

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

3.1 Aggregate Excess

Aggregate excess is the difference between a customer's gas consumption in the 151-day winter period and consumption during the balance of the year. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

3.2 Obligated daily contract quantity multiple of 15

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

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

4. Annual Injection/Withdrawal Right

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

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



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

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

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



TRANSPORTATION CHARGES

	Demand Charge <u>Rate/m³/mo</u>	Commodity Charge <u>Rate/m³</u>	<u>For Customers Providing Their Own Compressor Fuel</u>	
			<u>Fuel Ratio</u>	<u>Commodity Charge Rate/m³</u>
a) Annual Firm Transportation Demand (1) Applied to the Firm Daily Contract Demand	8.9561 ¢			
b) Firm Transportation Commodity Paid on all firm quantities redelivered to the Customer's Point(s) of Redelivery		0.3245 ¢	0.724%	0.0671 ¢

Notes:

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

SUPPLEMENTAL CHARGES

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

Notes:

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

OVERRUN SERVICE

1. Annual Storage Space

Authorized

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

Unauthorized

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

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



2. Injection, Withdrawals and Transportation

Authorized

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

	<u>Union Providing Fuel</u>	<u>For Customers Providing Their Own Compressor Fuel Firm or Interruptible Service</u>	
	<u>Firm or Interruptible Service</u>	<u>Fuel Ratio</u>	<u>Commodity Charge</u>
Storage Injections	\$0.167/GJ	1.03%	\$0.070/GJ
Storage Withdrawals	\$0.167/GJ	1.03%	\$0.070/GJ
Transportation	0.6189 ¢/m ³	0.724%	0.3615 ¢/m ³

Unauthorized

For all quantities on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged 36.0¢ per m³ or \$9.526 per GJ, as appropriate.

3. Short Term Storage Services

Authorized

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

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



OTHER SERVICES & CHARGES

1. Monthly Charge

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

	<u>Monthly Charge</u>
City of Kitchener	\$ 17,285.43
NRG	\$ 2,653.49
Six Nations	\$ 884.50

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

2. Diversion of Gas

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

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

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).



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Effective
2009-10-01
Schedule "A"

Gas Supply Charges

(A) Availability:

Available to customers in Union's Southern Delivery Zone.

(B) Applicability:

To all sales customers served under rates M1, M2, M4, M5A, M7, M9, M10 and storage and transportation customers taking supplemental services under rates T1 and T3.

(C) Rates:

cents / m³

Utility Sales

Commodity and Fuel	19.9470 (1)
Commodity and Fuel - Price Adjustment	(8.6108)
Transportation	4.0738
Total Gas Supply Commodity Charge	15.4100

Minimum Annual Gas Supply Commodity Charge

Rate M4 Firm and Rate M5A Interruptible Contract 5.1145

Storage and Transportation Supplemental Services - Rate T1 & T3

\$/GJ

Monthly demand charges:	
Firm gas supply service	33.067
Firm backstop gas	2.535
Commodity charges:	
Gas supply	5.287
Backstop gas	6.785
Reasonable Efforts Backstop Gas	7.854
Supplemental Inventory	Note (2)
Supplemental Gas Sales Service (cents / m ³)	27.5929
Failure to Deliver: Applied to quantities not delivered to Union in the event the customer's supply fails	2.866
Discretionary Gas Supply Service (DGSS)	Note (3)

Notes:

- (1) The Commodity and Fuel line includes gas supply administration charge of 0.3138 cents/ m³.
- (2) The charge for banked gas purchases shall be the higher of the daily spot gas cost at Dawn in the month of or the month following the month in which gas is sold under this rate and shall not be less than Union's approved weighted average cost of gas.
- (3) Reflects the "back to back" price plus gas supply administration charge.

Effective: October 1, 2009
O.E.B. Order # EB-2009-0313

Chatham, Ontario

Supersedes EB-2008-0147 Rate Schedule effective July 1, 2009.



**STORAGE RATES FOR
UNBUNDLED CUSTOMERS**

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

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

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

(C) Rates

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

STORAGE SERVICE

	<u>Demand Charge</u> Rate/GJ/mo	<u>Fuel</u> Ratio	<u>Commodity Charge</u> Rate/GJ
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.021		
b) Injection Commodity		0.599%	\$0.014
c) Withdrawal Commodity		0.599%	\$0.014
ii) Standard Peaking Service (SPS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.104		
b) Injection Commodity		0.599%	\$0.014
c) Withdrawal Commodity		1.03%	\$0.014



	<u>Demand Charge</u> <u>Rate/GJ/mo</u>	<u>Fuel</u> <u>Ratio</u>	<u>Commodity Charge</u> <u>Rate/GJ</u>
iii) Supplemental Service			
a) Incremental Firm Injection Right: (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$0.940		
b) Incremental Firm Withdrawal Right: (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$0.940		
c) Short Term Storage / Balancing Service - Maximum			\$6.000

Notes:

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

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

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



OVERRUN SERVICE

1. Injection and Withdrawal

Authorized

	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
Injection	1.03%	\$0.045
Withdrawal	1.03%	\$0.045

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

Unauthorized

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

OTHER SERVICES & CHARGES

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

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).



**STORAGE AND DELIVERY RATES
FOR UNBUNDLED CUSTOMERS**

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To an interruptible industrial and commercial customer:

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

(C) Rates

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

STORAGE SERVICE

	<u>Demand Charge Rate/GJ/mo</u>	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.021		
b) Injection Commodity		0.599%	\$0.014
c) Withdrawal Commodity		0.599%	\$0.014
ii) Supplemental Service			
a) Incremental Firm Injection Right (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$0.940		
b) Incremental Firm Withdrawal Right (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$0.940		
c) Short Term Storage / Balancing Service - Maximum			\$6.000



Notes:

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

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

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

DELIVERY SERVICE

1. Interruptible Service

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

(i) Monthly Delivery Commodity Charge

<u>Daily Contracted Demand Level (CD)</u>	<u>Price per m³</u> (¢/m ³)
4 800 m ³ ≤ CD < 17 000 m ³	1.5400
17 000 m ³ ≤ CD < 30 000 m ³	1.4101
30 000 m ³ ≤ CD < 50 000 m ³	1.3418
50 000 m ³ ≤ CD < 70 000 m ³	1.2939
70 000 m ³ ≤ CD < 100 000 m ³	1.2596
100 000 m ³ ≤ CD ≤ 140 870 m ³	1.2259

(ii) Days Use of Interruptible Contract Demand

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

For 75 days use of contracted demand	.053¢ per m ³ minimum
For each additional days use of contracted demand up to a maximum of 275 days, an additional discount of	.00212¢ per m ³ minimum

(iii) Monthly Charge \$499.70 per month



- 2. In each contract year, the customer shall take delivery from the Company or in any event pay for if available and not accepted by the customer, a minimum volume of gas or delivery services as specified in the contract between the parties and which will not be less than 700 000 m³ per annum. Overrun volumes will not contribute to the minimum volume. In the event that the customer shall not take such minimum volume, the customer shall pay an amount equal to the deficiency from the minimum volume times a Delivery charge of 1.5400 ¢ per m³.

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

3. Non-Interruptible Service

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

- a) The monthly demand charge for firm daily deliveries will be 21.7116 ¢ per m³.
- b) The commodity charge for firm service shall be the rate for firm service at the Company's firm rates net of a monthly demand charge of 21.7116 ¢ per m³ of daily contracted demand.
- c) The interruptible commodity charge will be established under Clause 1 of "Delivery Service" of this schedule.

OVERRUN SERVICE

1. Injection and Withdrawal

Authorized

	Fuel Ratio	Commodity Charge Rate/GJ
Injection	1.03%	\$0.045
Withdrawal	1.03%	\$0.045

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

Unauthorized

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



2. Delivery

Authorized

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

Unauthorized

Unauthorized Delivery Overrun Service taken in a month shall be paid for at the rate of 5.6584 ¢ per m³.

OTHER SERVICES & CHARGES

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

2. Nomination Variances

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

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).



**STORAGE AND DELIVERY RATES
FOR UNBUNDLED CUSTOMERS**

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a customer:

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

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

(C) Rates

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

STORAGE SERVICE

	<u>Demand Charge Rate/GJ/mo</u>	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.021		
b) Injection Commodity		0.599%	\$0.014
c) Withdrawal Commodity		0.599%	\$0.014
ii) Supplemental Service			
a) Incremental Firm Injection Right (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$0.940		
b) Incremental Firm Withdrawal Right (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$0.940		
c) Short Term Storage / Balancing Service - Maximum			\$6.000



Notes:

1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.
2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.
3. Annual Firm Storage Space

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

3.1 Aggregate Excess

Aggregate excess is the difference between a customer's gas consumption in the 151-day winter period and consumption during the balance of the year. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

3.2 Obligated daily contract quantity multiple of 15

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

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

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

4. Annual Injection/Withdrawal Right

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

- 4.1 The greater of obligated daily contract quantity or firm daily contract demand less obligated daily contract quantity.
- 4.2 For new, large (daily firm transportation demand requirements in excess of 1,200,000 m³/day) gas fired power generation customers, the maximum entitlement of firm storage deliverability is 24 times the customer's peak hourly consumption, with 1.2% firm deliverability available at the rates specified herein.

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

5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.



- 6. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.
- 7. Short Term Storage / Balancing Service (less than 2 years) is:
 - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term incremental firm deliverability, OR
 - iii) a component of an operational balancing service offered.

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

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

- 8. Union's ability to offer incremental injection and withdrawal rights is subject to annual asset availability.

DELIVERY SERVICE

	<u>Demand Charge Rate/m³/mo</u>	<u>Fuel Ratio (5) (6)</u>	<u>Commodity Charge Rate/ m³</u>
a) Annual Firm Delivery Demand			
Applied to the Firm Daily Contracted Demand			
First 140,870 m ³ per month	18.8968 ¢		
All over 140,870 m ³ per month	12.9127 ¢		
b) Firm Delivery Commodity			
Paid on all firm volumes redelivered to the customer's Point(s) of Consumption			
First 2,360,653 m ³ per month		0.554%	0.1700 ¢
All over 2,360,653 m ³ per month		0.554%	0.0846 ¢
c) Interruptible Delivery Commodity			
Paid on all interruptible volumes redelivered to the customer's Point of Consumption – Maximum		0.554%	2.5610 ¢



Notes:

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



OVERRUN SERVICE

1. Injection and Withdrawal

Authorized

	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
Injection	1.03%	\$0.045
Withdrawal	1.03%	\$0.045

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

Unauthorized

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

2. Delivery

Authorized

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

	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/ m³</u>
Delivery	0.554%	0.7913 ¢

Unauthorized

For all volumes on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged a rate of 5.6584 ¢ per m³.



OTHER SERVICES & CHARGES

1. Monthly Charge

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

Monthly Charge	\$1 798.91 per month
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2. Delivery Obligations

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

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

3. Nominations

Effective January 1, 2007, new customers and existing customers with incremental daily firm demand requirements in excess of 1,200,000 m³/day who have non obligated deliveries may contract to use Union's 5 additional nomination windows (13 in total) for U7 storage services, U7 delivery services and U7 gas supply receipts. These windows are in addition to the standard NAESB and TCPL STS nomination windows. Customers taking the additional nomination window service will pay an additional monthly demand charge of \$0.692/GJ/day/month multiplied by the non-obligated daily contract quantity.

4. Nomination Variances

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



5. Additional Service Information

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

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

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).



**STORAGE AND DELIVERY RATES
FOR UNBUNDLED CUSTOMERS**

(A) Availability

Available to customers in Union's Southern Delivery Zone.

(B) Applicability

To a Distributor

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

(C) Rates

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

STORAGE SERVICE

	<u>Demand Charge Rate/GJ/mo</u>	<u>Fuel Ratio</u>	<u>Commodity Charge Rate/GJ</u>
i) Standard Storage Service (SSS)			
a) Combined Storage Space & Deliverability Applied to contracted Maximum Storage Space	\$0.021		
b) Injection Commodity		0.599%	\$0.014
c) Withdrawal Commodity		0.599%	\$0.014
ii) Supplemental Service			
a) Incremental Firm Injection Right (5) Applied to the contracted Maximum Incremental Firm Injection Right	\$0.940		
b) Incremental Firm Withdrawal Right (5) Applied to the contracted Maximum Incremental Firm Withdrawal Right	\$0.940		
c) Short Term Storage / Balancing Service - Maximum			\$6.000



Notes:

1. Demand charges for Annual Services are paid monthly during the term of the Contract, which shall not be less than one year, unless Union, in its sole discretion, accepts a term of less than one year.
2. Daily Firm Injection and Withdrawal Rights shall be pursuant to the Storage Contract.
3. Annual Firm Storage Space

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

3.1 Aggregate Excess

Aggregate excess is the difference between a customer's gas consumption in the 151-day winter period and consumption during the balance of the year. This calculation will be done using two years of historical data (with 25% weighting for each year) and one year of forecast data (with 50% weighting). If a customer is new, or an existing customer is undergoing a significant change in operations, the allocation will be based on forecast consumption only, as negotiated between Union and the customer. Once sufficient historical information is available for the customer, the standard calculation will be done. At each contract renewal, the aggregate excess calculation will be performed to set the new space allocation.

3.2 Obligated daily contract quantity multiple of 15

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

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

4. Annual Injection/Withdrawal Right

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

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

5. Additional storage space or deliverability, in excess of the allocated entitlements per Notes 3 and 4, may be available at market prices.
6. Storage Space, Withdrawal Rights, and Injection Rights are not assignable to any other party without the prior written consent of Union and where necessary, approval from the Ontario Energy Board.
7. Short Term Storage / Balancing service (less than 2 years) is:
 - i) a combined space and interruptible deliverability service for short-term or off-peak storage in Union's storage facilities, OR
 - ii) short-term incremental firm deliverability, OR
 - iii) a component of an operational balancing service offered.

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

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



DELIVERY SERVICE

	<u>Demand Charge</u> <u>Rate/ m³/mo</u>	<u>Fuel</u> <u>Ratio</u>	<u>Commodity Charge</u> <u>Rate/ m³</u>
a) Annual Firm Delivery Demand (1) Applied to the Firm Daily Contracted Demand	8.9561 ¢		
b) Firm Delivery Commodity Paid on all firm volumes redelivered to the customer's Point(s) of Consumption		0.724%	0.0671 ¢

Notes:

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

OVERRUN SERVICE

1. Injection and Withdrawal

Authorized

	<u>Fuel</u> <u>Ratio</u>	<u>Commodity Charge</u> <u>Rate/GJ</u>
Injection	1.03%	\$0.045
Withdrawal	1.03%	\$0.045

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

Unauthorized

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

2. Delivery

Authorized

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

	<u>Fuel</u> <u>Ratio</u>	<u>Commodity</u> <u>Charge</u> <u>Rate/ m³</u>
Delivery	0.724%	0.3615 ¢

Unauthorized

For all volumes on any Day in excess of 103% of the customer's contractual rights, for which authorization has not been received, the customer will be charged 36.0¢ per m³ or \$9.526 per GJ, as appropriate.



OTHER SERVICES & CHARGES

1. Monthly Charge

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

	<u>Monthly Charge</u>
City of Kitchener	\$17 285.43
NRG	\$ 2 653.49
Six Nations	\$ 884.50

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

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

3. Nomination Variances

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

(D) Delayed Payment

When payment of the monthly bill has not been made in full 16 days after the bill has been issued, the unpaid balance including previous arrears shall be increased by 1.5% (annual effective rate of 19.56%).

APPENDIX C

TO DECISION AND ORDER

RATE CHANGES

BOARD FILE NO: EB-2009-0313

DATED: September 14, 2009

UNION GAS LIMITED
 Infranchise Customers
 Summary of Average Rate and Price Adjustment Changes for Rates 25, M5A, M7 and T1
 Effective October 1, 2009

Line No.	Particulars (cents / m ³)	Monthly Charge Increase / (Decrease) (a)	Monthly Demand Charge Increase / (Decrease) (b)	Delivery Commodity Charge Increase / (Decrease) (c)	Delivery - Price Adjustment Increase / (Decrease) (d)
1	Rate 25 All Zones				
2	M5A Interruptible				(0.0026)
3	M7 Interruptible				(0.0026)
4	Seasonal				(0.0026)
5	T1-Interruptible Transportation - Union supplies fuel				
6	Transportation - Customer supplies fuel				

APPENDIX D

TO DECISION AND ORDER

2008 DEFERRAL ACCOUNT BALANCES

BOARD FILE NO: EB-2009-0313

DATED: September 14, 2009

UNION GAS LIMITED
 Deferral Account Balances and Market Transformation Incentive
 Year Ending December 31, 2008

Line No.	Account Number	Account Name	Balance (\$000's)	(1)
<u>Gas Supply Accounts:</u>				
<u>Joint Accounts:</u>				
1	179-107	Spot Gas Variance Account		
		Spot Gas Purchases	(0)	
2		Load Balancing	245	
3	179-108	Unabsorbed Demand Costs	(3,351)	(2)
4	179-109	Inventory revaluations	13,993	
5		(Lines 1 through 4)	<u>10,886</u>	
<u>Southern Operations Area:</u>				
6	179-106	PGVA	<u>(14,919)</u>	
<u>Northern and Eastern Operations Area:</u>				
7	179-100	TCPL Tolls and Fuel		
		Tolls, LBA, Capacity Assignments	281	
8		Fuel	2,432	
9	179-105	PGVA	(9,710)	
10		(Lines 7 through 9)	<u>(6,996)</u>	
11	Total Gas Supply Accounts (Lines 5 + 6 + 10)		<u>(11,029)</u>	
<u>Storage and Transportation Accounts:</u>				
12	179-70	Short-Term Storage and Other Balancing Services	364	
13	179-72	Long-Term Peak Storage Services	<u>(28,743)</u>	
14	Total Storage and Transportation Accounts (Lines 12 + 13)		<u>(28,380)</u>	
<u>Other:</u>				
15	179-26	Deferred Customer Rebates/Charges	-	
16	179-75	Lost Revenue Adjustment Mechanism	(425)	
17	179-102	Intra-period WACOG Changes	5	
18	179-103	Unbundled Services Unauthorized Storage Overrun	-	
19	179-111	Demand Side Management Variance Account	1,575	
20	179-112	Gas Distribution Access Rule (GDAR) Costs	-	
21	179-113	Late Payment Penalty Litigation	598	
22	179-115	Shared Savings Mechanism	8,022	
23	179-117	Carbon Dioxide Offset Credits	-	
24	179-118	Average Use Per Customer	(5,443)	
25	179-119	2008 Federal and Provincial Tax Changes	<u>4,143</u>	
26	Total Other Accounts (Lines 15 through 25)		<u>8,475</u>	
27	Total Deferral Account Balances (Lines 11 + 14 + 26)		(30,934)	
28	Market Transformation Incentive		<u>505</u>	
29	Total Deferral Account Balances and Market Transformation Incentive (Lines 27 + 28)		(30,429)	
Less: Total Gas Supply-related balances recovered through the QRAM process				
30	Total Gas Supply-related balances (Line 11)		(11,029)	(2)
31	Less: Balance of Unabsorbed Demand Costs Account (No. 179-108) (Line 3)		<u>(3,351)</u>	<u>(7,678)</u>
32	Amount for Recovery/(Refund) (Line 29 less 31)		<u>(22,751)</u>	

Notes:

(1) Account balances include interest to September 30, 2009.

(2) With the exception of UDC (No. 179-108), all gas supply-related deferral account balances are disposed through the QRAM process.

APPENDIX E

TO DECISION AND ORDER

2008 DEFERRAL ACCOUNT DISPOSITION

BOARD FILE NO: EB-2009-0313

DATED: September 14, 2009

UNION GAS LIMITED
 General Service Rates
Unit Rates for Prospective Recovery/(Refund): Delivery - 2008 Deferral Account Disposition

Line No.	Particulars	Rate Class	2008 Deferral Balances (\$000's) (a)	2008 Market Transformation Incentive (\$000's) (b)	Balance for Disposition (\$000's) (c) = (a+b)	Forecast Volume (10 ³ m ³) (1) (d)	Unit Rate for Prospective Recovery/(Refund) (cents/m ³) (e) = (c/d)*100
1	Small Volume General Service	01	(5,136)	12	(5,123)	671,600	(0.7629)
2	Large Volume General Service	10	(4,804)	-	(4,804)	290,755	(1.6523)
3	Small Volume General Service	M1	(1,627)	493	(1,134)	2,204,137	(0.0515)
4	Large Volume General Service	M2	(3,578)	-	(3,578)	812,355	(0.4404)

Notes:

(1) Forecast volume for the period October 1, 2009 to March 31, 2010.

UNION GAS LIMITED
 General Service Rates
Unit Rates for Prospective Recovery/(Refund): Gas Supply Transportation - 2008 Deferral Account Disposition

Line No.	Particulars	Rate Class	2008 Deferral Balances (\$000's) (a)	2008 Market Transformation Incentive (\$000's) (b)	Balance for Disposition (\$000's) (c) = (a+b)	Forecast Volume (10 ³ m ³) (1) (d)	Unit Rate for Prospective Recovery/(Refund) (cents/m ³) (e) = (c/d)*100
1	Small Volume General Service	01	(2,380)	-	(2,380)	671,600	(0.3544)
2	Large Volume General Service	10	(762)	-	(762)	289,753	(0.2629)

Notes:

(1) Forecast volume for the period October 1, 2009 to March 31, 2010.

UNION GAS LIMITED
Unit Rates for Prospective Recovery/(Refund): Gas Supply Commodity - 2008 Deferral Account Disposition

Line No.	Particulars	2008 Deferral Balances (\$000's) (a)	2008 Market Transformation Incentive (\$000's) (b)	Balance for Disposition (\$000's) (c) = (a+b)	Forecast Volume (10 ³ m ³) (1) (d)	Unit Rate for Prospective Recovery/(Refund) (cents/m ³) (e) = (c/d)*100
1	North Sales Service	-	-	-	493,832	-
2	South Sales Service	(117)	-	(117)	1,660,350	(0.0071)

Notes:

(1) Forecast volume for the period October 1, 2009 to March 31, 2010.

UNION GAS LIMITED
Unit Rates for One-Time Adjustments - 2008 Deferral Account Disposition

Line No.	Particulars	Rate Class	2008 Deferral Balances (\$000's) (a)	2008 Market Transformation Incentive (\$000's) (b)	Total Balance (\$000's) (c) = (a+b)	2008 Actual Volume (10 ³ m ³) (d)	Unit Rate (cents/m ³) (e) = (c/d)*100
<u>Northern and Eastern Operations Area:</u>							
1	Medium Volume Firm Service (1)	20	(294)	-	(294)	158,827	(0.1852)
2	Medium Volume Firm Service (2)	20T	(392)	-	(392)	322,250	(0.1216)
3	Large Volume High Load Factor (2)	100T	2,499	-	2,499	1,964,681	0.1272
4	Wholesale Service	77	0.12	-	0.12	77	0.1540
5	Large Volume Interruptible	25	30	-	30	306,957	0.0096
<u>Southern Operations Area:</u>							
6	Firm Com/Ind Contract	M4	(1,950)	-	(1,950)	519,542	(0.3753)
7	Interruptible Com/Ind Contract	M5	982	-	982	498,505	0.1971
8	Special Large Volume Contract	M7	(1,488)	-	(1,488)	553,253	(0.2690)
9	Large Wholesale	M9	(77)	-	(77)	30,748	(0.2507)
10	Small Wholesale	M10	(4)	-	(4)	222	(1.6984)
11	Contract Carriage Service	T1	(3,806)	-	(3,806)	3,756,946	(0.1013)
12	Contract Carriage- Wholesale	T3	(935)	-	(935)	273,898	(0.3412)

Notes:

- (1) Sales and Bundled-T customers only
- (2) T-service customers only

UNION GAS LIMITED

Unit Rates for One-Time Adjustments: Gas Supply Transportation and Bundled Storage - 2008 Deferral Account Disposition

Line No.	Particulars	Rate Class	Billing Units	2008 Deferral Balances (\$000's) (a)	2008 Market Transformation Incentive (\$000's) (b)	Total Balance (\$000's) (c) = (a+b)	2008 Actual Demand (d)	Unit Demand Rate (e) = (c/d)*100
	<u>Gas Supply Transportation (cents/m³)</u>							
1	Medium Volume Firm Service	20	10 ³ m ³	(92)	-	(92)	8,841	(1.0393)
	<u>Bundled (T- Service) Storage (\$/GJ)</u>							
2	Medium Volume Firm Service	20T	GJ	(44)	-	(44)	29,848	(1.484)
3	Large Volume High Load Factor	100T	GJ	(197)	-	(197)	132,760	(1.484)

UNION GAS LIMITED
 Summary of 2008 Deferral Account Disposition
Storage and Transportation Services

Line No.	Particulars (\$000's) (1)	Rate Class	2008 Deferral Balances (\$000's) (a)	2008 Market Transformation Incentive (\$000's) (b)	Total Balance (\$000's) (c) = (a+b)
1	Storage and Transportation	M12	792	-	792
2	Local Production	M13	(0)	-	(0)
3	Short-Term Cross Franchise	C1	124	-	124
4	Storage Transportation Service	M16	0	-	0

Note: (1) Exfranchise M12, M13, M16 and C1 customers based on specific amounts determined using approved deferral account allocation methodologies.

APPENDIX F

TO DECISION AND ORDER

CUSTOMER NOTICES

BOARD FILE NO: EB-2009-0313

DATED: September 14, 2009

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board (OEB) approved changes to the rates Union Gas charges customers effective October 1, 2009. Your new rates are shown on the accompanying **Rate 20** schedule. Changes in the rates are detailed in the attached appendix. The enclosed bill uses the new approved rates.

One-Time Adjustment

The Ontario Energy Board has also approved one-time adjustments to your Rate 20 bill. These adjustments consist of differences between approved forecast and actual revenues and costs in 2008. The following one-time adjustments will be applied to your October bill:

- a credit of **0.1852 cents/m³** applied to delivery volumes consumed by all sales and bundled-T customers only for the period January 1, 2008 to December 31, 2008
- a credit of **0.1216 cents/m³** applied to delivery volumes consumed by T-service customers only for the period January 1, 2008 to December 31, 2008
- a credit of **1.0393 cents/m³** applied to the transportation contracted demand for sales and bundled-T customers only for the period of January 1, 2008 to December 31, 2008
- a credit of **\$1.484/GJ** applied to bundled (T-service) storage contracted demand for T-service customers having bundled storage entitlement for the period of January 1, 2008 to December 31, 2008

Individual customer impacts will vary.

Transportation

Changes in the gas transportation rate, **if applicable to your service**, reflect the changes in the costs to provide transportation service effective October 1, 2009.

Gas Supply Charges

New rates, **if applicable to your service**, reflect a decrease in Union Gas' forecast cost to purchase natural gas for the next 12 months. In addition, there is a decrease due to the difference between the projected costs that Union Gas expects to pay and the amounts that Union Gas expects to recover through rates over the next 12 months. The changes by zone are detailed on the attached appendix.

Adjusting your gas rate in this way ensures that you are billed at a rate that more closely reflects the market price of natural gas and avoids large out-of-period adjustments. Union Gas does not earn income on the sale of the natural gas commodity. The price we pay for the gas commodity is passed on directly to customers with no profit included.

We appreciate and thank you for your business. If you have any questions about the rate change, please call your account representative. Our staff will be pleased to answer your questions.

Rate 20 + Appendix A (Rate 20)
[Rate schedule attached]

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board has approved a one-time adjustment to your **Rate 25** bill. This adjustment reflects differences between approved forecast and actual revenues and costs in 2008. The result is a **one-time charge of 0.0096 cents/m³** applied to volumes consumed for the period of January 1, 2008 to December 31, 2008. The one-time adjustment will be applied to your October bill. Individual customer impacts will vary based on volumes consumed.

We appreciate and thank you for your business. If you have any questions about the rate change, please call your account representative. Our staff will be pleased to answer your questions.

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board has approved a one-time adjustment to your **Rate 77** bill. This adjustment reflects differences between approved forecast and actual revenues and costs in 2008. The result is a **one-time charge of 0.1540 cents/m³** applied to delivery demand in the period of January 1, 2008 to December 31, 2008. The one-time adjustment will be applied to your October bill.

We appreciate and thank you for your business. If you have any questions about the rate change, please call your account representative. Our staff will be pleased to answer your questions.

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board (OEB) approved changes to the rates Union Gas charges customers effective October 1, 2009. Your new rates are shown on the accompanying **Rate 100** schedule. Changes in the rates are detailed in the attached appendix. The enclosed bill uses the new approved rates.

One-Time Adjustment

The Ontario Energy Board has also approved one-time adjustments to your Rate 100 bill. These adjustments consist of differences between approved forecast and actual revenues and costs in 2008. The following one-time adjustments will be applied to your October bill:

- a charge of **0.1272 cents/m³** applied to delivery volumes consumed by T-service customers only for the period January 1, 2008 to December 31, 2008
- a credit of **\$1.484/GJ** applied to bundled (T-service) storage contracted demand for T-service customers having bundled storage entitlement for the period of January 1, 2008 to December 31, 2008

Individual customer impacts will vary.

Transportation

Changes in the gas transportation rate, **if applicable to your service**, reflect the changes in the costs to provide transportation service effective October 1, 2009.

Gas Supply Charges

New rates, **if applicable to your service**, reflect a decrease in Union Gas' forecast cost to purchase natural gas for the next 12 months. In addition, there is a decrease due to the difference between the projected costs that Union Gas expects to pay and the amounts that Union Gas expects to recover through rates over the next 12 months. The changes by zone are detailed on the attached appendix.

Adjusting your gas rate in this way ensures that you are billed at a rate that more closely reflects the market price of natural gas and avoids large out-of-period adjustments. Union Gas does not earn income on the sale of the natural gas commodity. The price we pay for the gas commodity is passed on directly to customers with no profit included.

We appreciate and thank you for your business. If you have any questions about the rate change, please call your account representative. Our staff will be pleased to answer your questions.

Rate 100 + Appendix A (Rate 100)
[Rate schedule attached]

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board (OEB) approved changes to the rates Union Gas charges customers effective October 1, 2009. Your new rates are shown on the accompanying **Rate M4** schedule. Changes in the rates are detailed in the attached appendix. The enclosed bill uses the new approved rates.

Delivery

A review of the gas costs to ensure reliable natural gas service to your business during the year results in a decrease in the delivery commodity rate by 0.0026 ¢/m^3 . You will see this change on the “**Delivery-Price Adjustment**” line on your bill.

One-Time Adjustment

The Ontario Energy Board has also approved a one-time adjustment to your Rate M4 bill. This adjustment reflects differences between approved forecast and actual revenues and costs in 2008. The result is a **one-time credit of 0.3753 cents/m^3** applied to volumes consumed in the period of January 1, 2008 to December 31, 2008. The one-time adjustment will be applied to you October bill. Individual customer impacts will vary based on volumes consumed.

Transportation

The cost to transport natural gas to Ontario, **if applicable to your service**, has changed, resulting in an increase in the transportation rate by 0.3401 ¢/m^3 to 4.0738 ¢/m^3 .

Gas Supply

The gas commodity charge, **if applicable to your service**, has decreased by 0.6378 ¢/m^3 to 19.9470 ¢/m^3 . This change reflects the decrease in Union Gas' forecast cost to purchase natural gas for the next 12 months.

In addition, there is a decrease of 3.3624 ¢/m^3 related to the difference between the projected cost of natural gas that Union Gas expects to pay and the amounts that Union Gas expects to recover through its current gas commodity rate over the next 12 months. You will see the new rate on the “**Gas Price Adjustment**” line on your bill.

Adjusting your gas rate in this way ensures that you are billed at a rate that more closely reflects the market price of natural gas and avoids large out-of-period adjustments.

Union Gas does not earn income on the sale of the natural gas commodity. The price we pay for the gas commodity is passed on directly to customers with no profit included.

We appreciate and thank you for your business. If you have any questions about the rate change, please call your account representative. Our staff will be pleased to answer your questions.

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board (OEB) approved changes to the rates Union Gas charges customers effective October 1, 2009. Your new rates are shown on the accompanying **Rate M5A** schedule. Changes in the rates are detailed in the attached appendix. The enclosed bill uses the new approved rates.

Delivery

A review of the gas costs to ensure reliable natural gas service to your business during the year results in a decrease in the delivery commodity rate by 0.0026 ¢/m^3 . You will see this change on the “**Delivery-Price Adjustment**” line on your bill.

One-Time Adjustment

The Ontario Energy Board has also approved a one-time adjustment to your Rate M5A bill. This adjustment reflects differences between approved forecast and actual revenues and costs in 2008. The result is a **one-time charge of 0.1971 cents/m^3** applied to volumes consumed in the period of January 1, 2008 to December 31, 2008. The one-time adjustment will be applied to your October bill. Individual customer impacts will vary based on volumes consumed.

Transportation

The cost to transport natural gas to Ontario, **if applicable to your service**, has changed, resulting in an increase in the transportation rate by 0.3401 ¢/m^3 to 4.0738 ¢/m^3 .

Gas Supply

The gas commodity charge, **if applicable to your service**, has decreased by 0.6378 ¢/m^3 to 19.9470 ¢/m^3 . This change reflects the decrease in Union Gas' forecast cost to purchase natural gas for the next 12 months.

In addition, there is a decrease of 3.3624 ¢/m^3 related to the difference between the projected cost of natural gas that Union Gas expects to pay and the amounts that Union Gas expects to recover through its current gas commodity rate over the next 12 months. You will see the new rate on the “**Gas Price Adjustment**” line on your bill.

Adjusting your gas rate in this way ensures that you are billed at a rate that more closely reflects the market price of natural gas and avoids large out-of-period adjustments.

Union Gas does not earn income on the sale of the natural gas commodity. The price we pay for the gas commodity is passed on directly to customers with no profit included.

We appreciate and thank you for your business. If you have any questions about the rate change, please call your account representative. Our staff will be pleased to answer your questions.

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board (OEB) approved changes to the rates Union Gas charges customers effective October 1, 2009. Your new rates are shown on the accompanying **Rate M7** schedule. Changes in the rates are detailed in the attached appendix. The enclosed bill uses the new approved rates.

Delivery

A review of the gas costs to ensure reliable natural gas service to your business during the year results in a decrease in the delivery commodity rate by 0.0026 ¢/m^3 . You will see this change on the “**Delivery-Price Adjustment**” line on your bill.

One-Time Adjustment

The Ontario Energy Board has also approved a one-time adjustment to your Rate M7 bill. This adjustment reflects differences between approved forecast and actual revenues and costs in 2008. The result is a **one-time credit of 0.2690 cents/m^3** applied to volumes consumed in the period of January 1, 2008 to December 31, 2008. The one-time adjustment will be applied to your October bill. Individual customer impacts will vary based on volumes consumed.

Transportation

The cost to transport natural gas to Ontario, **if applicable to your service**, has changed, resulting in an increase in the transportation rate by 0.3401 ¢/m^3 to 4.0738 ¢/m^3 .

Gas Supply

The gas commodity charge, **if applicable to your service**, has decreased by 0.6378 ¢/m^3 to 19.9470 ¢/m^3 . This change reflects the decrease in Union Gas' forecast cost to purchase natural gas for the next 12 months.

In addition, there is a decrease of 3.3624 ¢/m^3 related to the difference between the projected cost of natural gas that Union Gas expects to pay and the amounts that Union Gas expects to recover through its current gas commodity rate over the next 12 months. You will see the new rate on the “**Gas Price Adjustment**” line on your bill.

Adjusting your gas rate in this way ensures that you are billed at a rate that more closely reflects the market price of natural gas and avoids large out-of-period adjustments.

Union Gas does not earn income on the sale of the natural gas commodity. The price we pay for the gas commodity is passed on directly to customers with no profit included.

We appreciate and thank you for your business. If you have any questions about the rate change, please call your account representative. Our staff will be pleased to answer your questions.

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board (OEB) approved changes to the rates Union Gas charges customers effective October 1, 2008. Your new rates are shown on the accompanying **Rate M9** schedule. Changes in the rates are detailed in the attached appendix. The enclosed bill uses the new approved rates.

Delivery

A review of the gas costs to ensure reliable natural gas service to your business during the year results in a decrease in the delivery commodity rate by 0.0026 ¢/m^3 . You will see this change on the “**Delivery-Price Adjustment**” line on your bill.

One-Time Adjustment

The Ontario Energy Board has also approved a one-time adjustment to your Rate M9 bill. This adjustment reflects differences between approved forecast and actual revenues and costs in 2008. The result is a **one-time credit of 0.2507 cents/m^3** applied to volumes consumed in the period of January 1, 2008 to December 31, 2008. The one-time adjustment will be applied to your October bill. Individual customer impacts will vary based on volumes consumed.

Transportation

The cost to transport natural gas to Ontario, **if applicable to your service**, has changed, resulting in an increase in the transportation rate by 0.3401 ¢/m^3 to 4.0738 ¢/m^3 .

Gas Supply

The gas commodity charge, **if applicable to your service**, has decreased by 0.6378 ¢/m^3 to 19.9470 ¢/m^3 . This change reflects the decrease in Union Gas' forecast cost to purchase natural gas for the next 12 months.

In addition, there is a decrease of 3.3624 ¢/m^3 related to the difference between the projected cost of natural gas that Union Gas expects to pay and the amounts that Union Gas expects to recover through its current gas commodity rate over the next 12 months. You will see the new rate on the “**Gas Price Adjustment**” line on your bill.

Adjusting your gas rate in this way ensures that you are billed at a rate that more closely reflects the market price of natural gas and avoids large out-of-period adjustments.

Union Gas does not earn income on the sale of the natural gas commodity. The price we pay for the gas commodity is passed on directly to customers with no profit included.

We appreciate and thank you for your business. If you have any questions about the rate change, please call your account representative. Our staff will be pleased to answer your questions.

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board (OEB) approved changes to the rates Union Gas charges customers effective October 1, 2009. Your new rates are shown on the accompanying **Rate M10** schedule. Changes in the rates are detailed in the attached appendix. The enclosed bill uses the new approved rates.

One-Time Adjustment

The Ontario Energy Board has approved a one-time adjustment to your Rate M10 bill. This adjustment reflects differences between approved forecast and actual revenues and costs in 2008. The result is a **one-time credit of 1.6984 cents/m³** applied to volumes consumed in the period of January 1, 2008 to December 31, 2008. The one-time adjustment will be applied to your October bill. Individual customer impacts will vary based on volumes consumed.

Transportation

The cost to transport natural gas to Ontario, **if applicable to your service**, has changed, resulting in an increase in the transportation rate by 0.3401 ¢/m³ to 4.0738 ¢/m³.

Gas Supply

The gas commodity charge, **if applicable to your service**, has decreased by 0.6378 ¢/m³ to 19.9470 ¢/m³. This change reflects the increase in Union Gas' forecast cost to purchase natural gas for the next 12 months.

In addition, there is a decrease of 3.3624 ¢/m³ related to the difference between the projected cost of natural gas that Union Gas expects to pay and the amounts that Union Gas expects to recover through its current gas commodity rate over the next 12 months. You will see the new rate on the "**Gas Price Adjustment**" line on your bill.

Adjusting your gas rate in this way ensures that you are billed at a rate that more closely reflects the market price of natural gas and avoids large out-of-period adjustments.

Union Gas does not earn income on the sale of the natural gas commodity. The price we pay for the gas commodity is passed on directly to customers with no profit included.

We appreciate and thank you for your business. If you have any questions about the rate change, please call your account representative. Our staff will be pleased to answer your questions.

Rate M10 + Appendix A (Rate M10)
[Rate schedule attached]

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board (OEB) has approved changes to the rates Union Gas charges its customers. New rates for **Rate R1** will be applied to bills effective October 1, 2009. Your new rates are shown on the accompanying rate schedule. Changes to supplemental service rates reflect changes in gas supply costs effective October 1, 2009.

We appreciate and thank you for your business. If you have any questions about the rate change, please call your account representative. Our staff will be pleased to answer your questions.

Rate R1
[Rate schedule attached]

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board (OEB) approved changes to the rates Union Gas charges customers effective October 1, 2009. Your new rates are shown on the accompanying **Rate T1** schedule. Changes in the rates are detailed in the attached appendix. Changes to supplemental service rates reflect changes in gas supply costs effective October 1, 2009. The enclosed bill uses the new approved rates.

One-Time Adjustment

The Ontario Energy Board has also approved a one-time adjustment to your Rate T1 bill. This adjustment reflects differences between approved forecast and actual revenues and costs in 2008. The result is a **one-time credit of 0.1013 cents/m³** applied to volumes consumed in the period of January 1, 2008 to December 31, 2008. The one-time adjustment will be applied to you October bill. Individual customer impacts will vary based on volumes consumed.

We appreciate and thank you for your business. If you have any questions about the rate change, please call your account representative. Our staff will be pleased to answer your questions.

Rate T1 + Appendix A (Rate T1)
[Rate schedule attached]

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board (OEB) approved changes to the rates Union Gas charges customers effective October 1, 2009. Your new rates are shown on the accompanying **Rate T3** schedule. Changes in the rates are detailed in the attached appendix. Changes to supplemental service rates reflect changes in gas supply costs effective October 1, 2009. The enclosed bill uses the new approved rates.

One-Time Adjustment

The Ontario Energy Board has also approved a one-time adjustment to your Rate T3 bill. This adjustment reflects differences between approved forecast and actual revenues and costs in 2008. The result is a **one-time credit of 0.3412 cents/m³** applied to volumes consumed in the period of January 1, 2008 to December 31, 2008. The one-time adjustment will be applied to your October bill. Individual customer impacts will vary based on volumes consumed.

We appreciate and thank you for your business. If you have any questions about the rate change, please call your account representative. Our staff will be pleased to answer your questions.

Rate T3 + Appendix A (Rate T3)
[Rate schedule attached]

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board has approved a one-time adjustment to **M12 storage and transportation** customers. This adjustment consists of the deferral account adjustments for 2008 largely related to 2008 Federal and Provincial tax changes.

These amounts will be applied as a one-time adjustment on your bill. Individual customer rate impacts will vary based on contracted demands.

We appreciate and thank you for your business. If you have any questions about the adjustment, please call your account representative. Our staff will be pleased to answer your questions.

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board has approved a one-time adjustment to **C1 long term firm transportation** customers. This adjustment consists of the 2008 deferral account disposition, largely related to 2008 Federal and Provincial tax changes.

This amount will be applied as a one-time adjustment on your bill. Individual customer rate impacts will vary based on contracted demands.

We appreciate and thank you for your business. If you have any questions about the adjustment, please call your account representative. Our staff will be pleased to answer your questions.

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board has approved a one-time adjustment to **M13 transportation of locally produced gas** customers. This adjustment consists of a 2008 deferral account adjustment related to 2008 Federal and Provincial tax changes and compressor fuel costs that were lower than forecast costs.

This amount will be applied as a one-time adjustment on your bill. Individual customer rate impacts will vary based on usage.

We appreciate and thank you for your business. If you have any questions about the adjustment, please call your account representative. Our staff will be pleased to answer your questions.

AN IMPORTANT NOTICE ABOUT YOUR GAS RATES

October 2009

The Ontario Energy Board has approved a one-time adjustment for **M16 storage transportation service** customers. This adjustment consists of a 2008 deferral account adjustment related to 2008 Federal and Provincial tax changes and compressor fuel costs that were lower than forecast costs.

This amount will be applied as a one-time adjustment on your bill. Individual customer rate impacts will vary based on usage.

We appreciate and thank you for your business. If you have any questions about the adjustment, please call your account representative. Our staff will be pleased to answer your questions.

Important Information About Your Rates October 2009 - Rate 201

The Ontario Energy Board approved a decrease to Union Gas' gas commodity, gas commodity price adjustment, transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$112.83 for a typical Rate 201 customer using 2,600 m³ of natural gas a year.

Gas Commodity

The gas commodity rate decreased by 0.6173 ¢/m³ to 19.4377 ¢/m³ based on our forecast of natural gas market prices for the next 12 months.

Gas Commodity Price Adjustment

The gas commodity price adjustment rate decreased by 3.5108 ¢/m³ to -11.5784 ¢/m³ to make up the difference between our forecast cost of natural gas and actual costs from prior periods.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.5658 ¢/m³ to -0.9857 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 0.7629 ¢/m³ to -2.5396 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 201 customer using 2,600 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Gas Commodity	19.4377 ¢/m ³	-\$16.05
Gas Commodity Price Adjustment	-11.5784 ¢/m ³	-\$91.31
Transportation	3.3308 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.9857 ¢/m ³	-\$5.47
Storage	1.8950 ¢/m ³	\$0.00
Storage Price Adjustment	0.0025 ¢/m ³	\$0.00
Delivery First 100 m ³ Next 200 m ³ Next 200 m ³ Next 500 m ³ All Over 1,000 m ³	8.7142 ¢/m ³ 8.1473 ¢/m ³ 7.7445 ¢/m ³ 7.3748 ¢/m ³ 7.0695 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.5396 ¢/m ³	\$0.00
Monthly Charge	\$18.00	\$0.00
Total Annual Impact		-\$112.83

Important Information About Your Rates October 2009 - Rate 201 Direct Purchase

The Ontario Energy Board approved a decrease to Union Gas' transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$5.47 for a typical Rate 201 Direct Purchase customer using 2,600 m³ of natural gas a year.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.5658 ¢/m³ to -0.9857 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 0.7629 ¢/m³ to -2.5396 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 201 Direct Purchase customer using 2,600 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Transportation *	3.3308 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.9857 ¢/m ³	-\$5.47
Storage	1.8950 ¢/m ³	\$0.00
Storage Price Adjustment	0.0025 ¢/m ³	\$0.00
Delivery First 100 m ³ Next 200 m ³ Next 200 m ³ Next 500 m ³ All Over 1,000 m ³	8.7142 ¢/m ³ 8.1473 ¢/m ³ 7.7445 ¢/m ³ 7.3748 ¢/m ³ 7.0695 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.5396 ¢/m ³	\$0.00
Monthly Charge	\$18.00	\$0.00
Total Annual Impact		-\$5.47

* Depending on the terms of your retail energy marketer contract, you may or may not be affected by Union Gas' changes to transportation rates. Please contact your retail energy marketer directly at the phone number that appears on your bill if you have questions.

Important Information About Your Rates October 2009 - Rate 101

The Ontario Energy Board approved a decrease to Union Gas' gas commodity, gas commodity price adjustment, transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$113.08 for a typical Rate 101 customer using 2,600 m³ of natural gas a year.

Gas Commodity

The gas commodity rate decreased by 0.6271 ¢/m³ to 19.5856 ¢/m³ based on our forecast of natural gas market prices for the next 12 months.

Gas Commodity Price Adjustment

The gas commodity price adjustment rate decreased by 3.5108 ¢/m³ to -11.5784 ¢/m³ to make up the difference between our forecast cost of natural gas and actual costs from prior periods.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.5658 ¢/m³ to -0.9857 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 0.7629 ¢/m³ to -2.5396 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 101 customer using 2,600 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Gas Commodity	19.5856 ¢/m ³	-\$16.30
Gas Commodity Price Adjustment	-11.5784 ¢/m ³	-\$91.31
Transportation	3.4254 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.9857 ¢/m ³	-\$5.47
Storage	1.8926 ¢/m ³	\$0.00
Storage Price Adjustment	0.0025 ¢/m ³	\$0.00
Delivery First 100 m ³ Next 200 m ³ Next 200 m ³ Next 500 m ³ All Over 1,000 m ³	8.7142 ¢/m ³ 8.1473 ¢/m ³ 7.7445 ¢/m ³ 7.3748 ¢/m ³ 7.0695 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.5396 ¢/m ³	\$0.00
Monthly Charge	\$18.00	\$0.00
Total Annual Impact		-\$113.08

Important Information About Your Rates October 2009 - Rate 101 Direct Purchase

The Ontario Energy Board approved a decrease to Union Gas' transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$5.47 for a typical Rate 101 Direct Purchase customer using 2,600 m³ of natural gas a year.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.5658 ¢/m³ to -0.9857 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 0.7629 ¢/m³ to -2.5396 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 101 Direct Purchase customer using 2,600 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Transportation *	3.4254 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.9857 ¢/m ³	-\$5.47
Storage	1.8926 ¢/m ³	\$0.00
Storage Price Adjustment	0.0025 ¢/m ³	\$0.00
Delivery First 100 m ³ Next 200 m ³ Next 200 m ³ Next 500 m ³ All Over 1,000 m ³	8.7142 ¢/m ³ 8.1473 ¢/m ³ 7.7445 ¢/m ³ 7.3748 ¢/m ³ 7.0695 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.5396 ¢/m ³	\$0.00
Monthly Charge	\$18.00	\$0.00
Total Annual Impact		-\$5.47

* Depending on the terms of your retail energy marketer contract, you may or may not be affected by Union Gas' changes to transportation rates. Please contact your retail energy marketer directly at the phone number that appears on your bill if you have questions.

Important Information About Your Rates October 2009 - Rate 301

The Ontario Energy Board approved a decrease to Union Gas' gas commodity, gas commodity price adjustment, transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$113.24 for a typical Rate 301 customer using 2,600 m³ of natural gas a year.

Gas Commodity

The gas commodity rate decreased by 0.6333 ¢/m³ to 19.7788 ¢/m³ based on our forecast of natural gas market prices for the next 12 months.

Gas Commodity Price Adjustment

The gas commodity price adjustment rate decreased by 3.5108 ¢/m³ to -11.5784 ¢/m³ to make up the difference between our forecast cost of natural gas and actual costs from prior periods.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.5658 ¢/m³ to -0.9857 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 0.7629 ¢/m³ to -2.5396 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 301 customer using 2,600 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Gas Commodity	19.7788 ¢/m ³	-\$16.46
Gas Commodity Price Adjustment	-11.5784 ¢/m ³	-\$91.27
Transportation	4.1325 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.9857 ¢/m ³	-\$5.51
Storage	2.2788 ¢/m ³	\$0.00
Storage Price Adjustment	0.0025 ¢/m ³	\$0.00
Delivery First 100 m ³ Next 200 m ³ Next 200 m ³ Next 500 m ³ All Over 1,000 m ³	8.7142 ¢/m ³ 8.1473 ¢/m ³ 7.7445 ¢/m ³ 7.3748 ¢/m ³ 7.0695 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.5396 ¢/m ³	\$0.00
Monthly Charge	\$18.00	\$0.00
Total Annual Impact		-\$113.24

Important Information About Your Rates October 2009 - Rate 301 Direct Purchase

The Ontario Energy Board approved a decrease to Union Gas' transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$5.51 for a typical Rate 301 Direct Purchase customer using 2,600 m³ of natural gas a year.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.5658 ¢/m³ to -0.9857 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 0.7629 ¢/m³ to -2.5396 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 301 Direct Purchase customer using 2,600 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Transportation *	4.1325 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.9857 ¢/m ³	-\$5.51
Storage	2.2788 ¢/m ³	\$0.00
Storage Price Adjustment	0.0025 ¢/m ³	\$0.00
Delivery First 100 m ³ Next 200 m ³ Next 200 m ³ Next 500 m ³ All Over 1,000 m ³	8.7142 ¢/m ³ 8.1473 ¢/m ³ 7.7445 ¢/m ³ 7.3748 ¢/m ³ 7.0695 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.5396 ¢/m ³	\$0.00
Monthly Charge	\$18.00	\$0.00
Total Annual Impact		-\$5.51

* Depending on the terms of your retail energy marketer contract, you may or may not be affected by Union Gas' changes to transportation rates. Please contact your retail energy marketer directly at the phone number that appears on your bill if you have questions.

Important Information About Your Rates October 2009 - Rate 601

The Ontario Energy Board approved a decrease to Union Gas' gas commodity, gas commodity price adjustment, transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$113.36 for a typical Rate 601 customer using 2,600 m³ of natural gas a year.

Gas Commodity

The gas commodity rate decreased by 0.6378 ¢/m³ to 19.9470 ¢/m³ based on our forecast of natural gas market prices for the next 12 months.

Gas Commodity Price Adjustment

The gas commodity price adjustment rate decreased by 3.5108 ¢/m³ to -11.5784 ¢/m³ to make up the difference between our forecast cost of natural gas and actual costs from prior periods.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.5658 ¢/m³ to -0.9857 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 0.7629 ¢/m³ to -2.5396 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 601 customer using 2,600 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Gas Commodity	19.9470 ¢/m ³	-\$16.58
Gas Commodity Price Adjustment	-11.5784 ¢/m ³	-\$91.29
Transportation	4.7466 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.9857 ¢/m ³	-\$5.49
Storage	2.5905 ¢/m ³	\$0.00
Storage Price Adjustment	0.0025 ¢/m ³	\$0.00
Delivery First 100 m ³ Next 200 m ³ Next 200 m ³ Next 500 m ³ All Over 1,000 m ³	8.7142 ¢/m ³ 8.1473 ¢/m ³ 7.7445 ¢/m ³ 7.3748 ¢/m ³ 7.0695 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.5396 ¢/m ³	\$0.00
Monthly Charge	\$18.00	\$0.00
Total Annual Impact		-\$113.36

Important Information About Your Rates October 2009 - Rate 601 Direct Purchase

The Ontario Energy Board approved a decrease to Union Gas' transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$5.49 for a typical Rate 601 Direct Purchase customer using 2,600 m³ of natural gas a year.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.5658 ¢/m³ to -0.9857 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 0.7629 ¢/m³ to -2.5396 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 601 Direct Purchase customer using 2,600 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Transportation *	4.7466 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.9857 ¢/m ³	-\$5.49
Storage	2.5905 ¢/m ³	\$0.00
Storage Price Adjustment	0.0025 ¢/m ³	\$0.00
Delivery First 100 m ³ Next 200 m ³ Next 200 m ³ Next 500 m ³ All Over 1,000 m ³	8.7142 ¢/m ³ 8.1473 ¢/m ³ 7.7445 ¢/m ³ 7.3748 ¢/m ³ 7.0695 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.5396 ¢/m ³	\$0.00
Monthly Charge	\$18.00	\$0.00
Total Annual Impact		-\$5.49

* Depending on the terms of your retail energy marketer contract, you may or may not be affected by Union Gas' changes to transportation rates. Please contact your retail energy marketer directly at the phone number that appears on your bill if you have questions.

Important Information About Your Rates October 2009 - Rate 210

The Ontario Energy Board approved a decrease to Union Gas' gas commodity, gas commodity price adjustment, transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$4,035.60 for a typical Rate 210 customer using 93,000 m³ of gas a year.

Gas Commodity

The gas commodity rate decreased by 0.6173 ¢/m³ to 19.4377 ¢/m³ based on our forecast of natural gas market prices for the next 12 months.

Gas Commodity Price Adjustment

The gas commodity price adjustment rate decreased by 3.5108 ¢/m³ to -11.5784 ¢/m³ to make up the difference between our forecast cost of natural gas and actual costs from prior periods.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.4742 ¢/m³ to -0.8956 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 1.6522 ¢/m³ to -2.2698 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 210 customer using 93,000 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Gas Commodity	19.4377 ¢/m ³	-\$574.08
Gas Commodity Price Adjustment	-11.5784 ¢/m ³	-\$3,265.04
Transportation	3.0598 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.8956 ¢/m ³	-\$196.48
Storage	1.2139 ¢/m ³	\$0.00
Storage Price Adjustment	0.0016 ¢/m ³	\$0.00
Delivery First 1,000 m ³ Next 9,000 m ³ Next 20,000 m ³ Next 70,000 m ³ All Over 100,000 m ³	7.5341 ¢/m ³ 5.9959 ¢/m ³ 5.1188 ¢/m ³ 4.5572 ¢/m ³ 2.4299 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.2698 ¢/m ³	\$0.00
Monthly Charge	\$70.00	\$0.00
Total Annual Impact		-\$4,035.60

Important Information About Your Rates October 2009 - Rate 210 Direct Purchase

The Ontario Energy Board approved a decrease to Union Gas' transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$196.48 for a typical Rate 210 Direct Purchase customer using 93,000 m³ of natural gas a year.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.4742 ¢/m³ to -0.8956 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 1.6522 ¢/m³ to -2.2698 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 210 Direct Purchase customer using 93,000 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Transportation *	3.0598 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.8956 ¢/m ³	-\$196.48
Storage	1.2139 ¢/m ³	\$0.00
Storage Price Adjustment	0.0016 ¢/m ³	\$0.00
Delivery First 1,000 m ³ Next 9,000 m ³ Next 20,000 m ³ Next 70,000 m ³ All Over 100,000 m ³	7.5341 ¢/m ³ 5.9959 ¢/m ³ 5.1188 ¢/m ³ 4.5572 ¢/m ³ 2.4299 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.2698 ¢/m ³	\$0.00
Monthly Charge	\$70.00	\$0.00
Total Annual Impact		-\$196.48

* Depending on the terms of your retail energy marketer contract, you may or may not be affected by Union Gas' changes to transportation rates. Please contact your retail energy marketer directly at the phone number that appears on your bill if you have questions.

Important Information About Your Rates October 2009 - Rate 110

The Ontario Energy Board approved a decrease to Union Gas' gas commodity, gas commodity price adjustment, transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$4,044.72 for a typical Rate 110 customer using 93,000 m³ of gas a year.

Gas Commodity

The gas commodity rate decreased by 0.6271 ¢/m³ to 19.5856 ¢/m³ based on our forecast of natural gas market prices for the next 12 months.

Gas Commodity Price Adjustment

The gas commodity price adjustment rate decreased by 3.5108 ¢/m³ to -11.5784 ¢/m³ to make up the difference between our forecast cost of natural gas and actual costs from prior periods.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.4742 ¢/m³ to -0.8956 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 1.6522 ¢/m³ to -2.2698 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 110 customer using 93,000 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Gas Commodity	19.5856 ¢/m ³	-\$583.20
Gas Commodity Price Adjustment	-11.5784 ¢/m ³	-\$3,265.04
Transportation	3.1544 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.8956 ¢/m ³	-\$196.48
Storage	1.2116 ¢/m ³	\$0.00
Storage Price Adjustment	0.0016 ¢/m ³	\$0.00
Delivery First 1,000 m ³ Next 9,000 m ³ Next 20,000 m ³ Next 70,000 m ³ All Over 100,000 m ³	7.5341 ¢/m ³ 5.9959 ¢/m ³ 5.1188 ¢/m ³ 4.5572 ¢/m ³ 2.4299 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.2698 ¢/m ³	0.00
Monthly Charge	\$70.00	\$0.00
Total Annual Impact		-\$4,044.72

Important Information About Your Rates October 2009 - Rate 110 Direct Purchase

The Ontario Energy Board approved a decrease to Union Gas' transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$196.48 for a typical Rate 110 Direct Purchase customer using 93,000 m³ of natural gas a year.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.4742 ¢/m³ to -0.8956 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 1.6522 ¢/m³ to -2.2698 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 110 Direct Purchase customer using 93,000 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Transportation *	3.1544 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.8956 ¢/m ³	-\$196.48
Storage	1.2116 ¢/m ³	\$0.00
Storage Price Adjustment	0.0016 ¢/m ³	\$0.00
Delivery First 1,000 m ³ Next 9,000 m ³ Next 20,000 m ³ Next 70,000 m ³ All Over 100,000 m ³	7.5341 ¢/m ³ 5.9959 ¢/m ³ 5.1188 ¢/m ³ 4.5572 ¢/m ³ 2.4299 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.2698 ¢/m ³	\$0.00
Monthly Charge	\$70.00	\$0.00
Total Annual Impact		-\$196.48

* Depending on the terms of your retail energy marketer contract, you may or may not be affected by Union Gas' changes to transportation rates. Please contact your retail energy marketer directly at the phone number that appears on your bill if you have questions.

Important Information About Your Rates October 2009 - Rate 310

The Ontario Energy Board approved a decrease to Union Gas' gas commodity, gas commodity price adjustment, transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$4,050.48 for a typical Rate 310 customer using 93,000 m³ of gas a year.

Gas Commodity

The gas commodity rate decreased by 0.6333 ¢/m³ to 19.7788 ¢/m³ based on our forecast of natural gas market prices for the next 12 months.

Gas Commodity Price Adjustment

The gas commodity price adjustment rate decreased by 3.5108 ¢/m³ to -11.5784 ¢/m³ to make up the difference between our forecast cost of natural gas and actual costs from prior periods.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.4742 ¢/m³ to -0.8956 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 1.6522 ¢/m³ to -2.2698 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 310 customer using 93,000 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Gas Commodity	19.7788 ¢/m ³	-\$588.97
Gas Commodity Price Adjustment	-11.5784 ¢/m ³	-\$3,265.03
Transportation	3.8615 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.8956 ¢/m ³	-\$196.48
Storage	1.5986 ¢/m ³	\$0.00
Storage Price Adjustment	0.0016 ¢/m ³	\$0.00
Delivery First 1,000 m ³ Next 9,000 m ³ Next 20,000 m ³ Next 70,000 m ³ All Over 100,000 m ³	7.5341 ¢/m ³ 5.9959 ¢/m ³ 5.1188 ¢/m ³ 4.5572 ¢/m ³ 2.4299 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.2698 ¢/m ³	\$0.00
Monthly Charge	\$70.00	\$0.00
Total Annual Impact		-\$4,050.48

Important Information About Your Rates October 2009 - Rate 310 Direct Purchase

The Ontario Energy Board approved a decrease to Union Gas' transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$196.48 for a typical Rate 310 Direct Purchase customer using 93,000 m³ of natural gas a year.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.4742 ¢/m³ to -0.8956 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 1.6522 ¢/m³ to -2.2698 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 310 Direct Purchase customer using 93,000 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Transportation *	3.8615 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.8956 ¢/m ³	-\$196.48
Storage	1.5986 ¢/m ³	\$0.00
Storage Price Adjustment	0.0016 ¢/m ³	\$0.00
Delivery First 1,000 m ³ Next 9,000 m ³ Next 20,000 m ³ Next 70,000 m ³ All Over 100,000 m ³	7.5341 ¢/m ³ 5.9959 ¢/m ³ 5.1188 ¢/m ³ 4.5572 ¢/m ³ 2.4299 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.2698 ¢/m ³	\$0.00
Monthly Charge	\$70.00	\$0.00
Total Annual Impact		-\$196.48

* Depending on the terms of your retail energy marketer contract, you may or may not be affected by Union Gas' changes to transportation rates. Please contact your retail energy marketer directly at the phone number that appears on your bill if you have questions.

Important Information About Your Rates October 2009 - Rate 610

The Ontario Energy Board approved a decrease to Union Gas' gas commodity, gas commodity price adjustment, transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$4,054.71 for a typical Rate 610 customer using 93,000 m³ of gas a year.

Gas Commodity

The gas commodity rate decreased by 0.6378 ¢/m³ to 19.9470 ¢/m³ based on our forecast of natural gas market prices for the next 12 months.

Gas Commodity Price Adjustment

The gas commodity price adjustment rate decreased by 3.5108 ¢/m³ to -11.5784 ¢/m³ to make up the difference between our forecast cost of natural gas and actual costs from prior periods.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.4742 ¢/m³ to -0.8956 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 1.6522 ¢/m³ to -2.2698 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 610 customer using 93,000 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Gas Commodity	19.9470 ¢/m ³	-\$593.16
Gas Commodity Price Adjustment	-11.5784 ¢/m ³	-\$3,265.05
Transportation	4.4756 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.8956 ¢/m ³	-\$196.50
Storage	1.9106 ¢/m ³	\$0.00
Storage Price Adjustment	0.0016 ¢/m ³	\$0.00
Delivery First 1,000 m ³ Next 9,000 m ³ Next 20,000 m ³ Next 70,000 m ³ All Over 100,000 m ³	7.5341 ¢/m ³ 5.9959 ¢/m ³ 5.1188 ¢/m ³ 4.5572 ¢/m ³ 2.4299 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.2698 ¢/m ³	\$0.00
Monthly Charge	\$70.00	\$0.00
Total Annual Impact		-\$4,054.71

Important Information About Your Rates October 2009 - Rate 610 Direct Purchase

The Ontario Energy Board approved a decrease to Union Gas' transportation price adjustment and delivery price adjustment rates as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$196.50 for a typical Rate 610 Direct Purchase customer using 93,000 m³ of natural gas a year.

Transportation Price Adjustment

The transportation price adjustment rate decreased by 0.4742 ¢/m³ to -0.8956 ¢/m³ to make up the difference between our forecast cost of transporting natural gas and actual costs from prior periods.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 1.6522 ¢/m³ to -2.2698 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate 610 Direct Purchase customer using 93,000 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Transportation *	4.4756 ¢/m ³	\$0.00
Transportation Price Adjustment	-0.8956 ¢/m ³	-\$196.50
Storage	1.9106 ¢/m ³	\$0.00
Storage Price Adjustment	0.0016 ¢/m ³	\$0.00
Delivery First 1,000 m ³ Next 9,000 m ³ Next 20,000 m ³ Next 70,000 m ³ All Over 100,000 m ³	7.5341 ¢/m ³ 5.9959 ¢/m ³ 5.1188 ¢/m ³ 4.5572 ¢/m ³ 2.4299 ¢/m ³	\$0.00
Delivery Price Adjustment	-2.2698 ¢/m ³	\$0.00
Monthly Charge	\$70.00	\$0.00
Total Annual Impact		-\$196.50

* Depending on the terms of your retail energy marketer contract, you may or may not be affected by Union Gas' changes to transportation rates. Please contact your retail energy marketer directly at the phone number that appears on your bill if you have questions.

Important Information About Your Rates October 2009 - Rate M1

The Ontario Energy Board approved a decrease to Union Gas' gas commodity, gas commodity price adjustment and delivery price adjustment rates, and an increase to the transportation rate as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$95.06 for a typical Rate M1 customer using 2,600 m³ of natural gas a year.

Gas Commodity

The gas commodity rate decreased by 0.6378 ¢/m³ to 19.9470 ¢/m³ based on our forecast of natural gas market prices for the next 12 months.

Gas Commodity Price Adjustment

The gas commodity price adjustment rate decreased by 3.3624 ¢/m³ to -8.6108 ¢/m³ to make up the difference between our forecast cost of natural gas and actual costs from prior periods.

Transportation

The transportation rate increased by 0.3401 ¢/m³ to 4.0738 ¢/m³ to reflect the increased cost of transporting natural gas to Ontario.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 0.0541 ¢/m³ to -1.3717 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate M1 customer using 2,600 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Gas Commodity	19.9470 ¢/m ³	-\$16.57
Gas Commodity Price Adjustment	-8.6108 ¢/m ³	-\$87.24
Transportation	4.0738 ¢/m ³	\$8.82
Storage	0.9899 ¢/m ³	\$0.00
Storage Price Adjustment	0.0023 ¢/m ³	\$0.00
Delivery First 100 m ³ Next 150 m ³ All Over 250 m ³	4.6685 ¢/m ³ 4.4284 ¢/m ³ 3.8601 ¢/m ³	\$0.00
Delivery Price Adjustment	-1.3717 ¢/m ³	-\$0.07
Monthly Charge	\$18.00	\$0.00
Total Annual Impact		-\$95.06

Important Information About Your Rates October 2009 - Rate M1 Direct Purchase

The Ontario Energy Board approved a decrease to Union Gas' delivery price adjustment rate as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$0.07 for a typical Rate M1 Direct Purchase customer using 2,600 m³ of natural gas a year.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 0.0541 ¢/m³ to -1.3717 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate M1 Direct Purchase customer using 2,600 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Storage	0.9899 ¢/m ³	\$0.00
Storage Price Adjustment	0.0023 ¢/m ³	\$0.00
Delivery First 100 m ³ Next 150 m ³ All Over 250 m ³	4.6685 ¢/m ³ 4.4284 ¢/m ³ 3.8601 ¢/m ³	\$0.00
Delivery Price Adjustment	-1.3717 ¢/m ³	-\$0.07
Monthly Charge	\$18.00	\$0.00
Total Annual Impact		-\$0.07

Important Information About Your Rates October 2009 - Rate M2

The Ontario Energy Board approved a decrease to Union Gas' gas commodity, gas commodity price adjustment and delivery price adjustment rates, and an increase to the transportation rate as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$2,668.64 for a typical Rate M2 customer using 73,000 m³ of natural gas a year.

Gas Commodity

The gas commodity rate decreased by 0.6378 ¢/m³ to 19.9470 ¢/m³ based on our forecast of natural gas market prices for the next 12 months.

Gas Commodity Price Adjustment

The gas commodity price adjustment rate decreased by 3.3624 ¢/m³ to -8.6108 ¢/m³ to make up the difference between our forecast cost of natural gas and actual costs from prior periods.

Transportation

The transportation rate increased by 0.3401 ¢/m³ to 4.0738 ¢/m³ to reflect the increased cost of transporting natural gas to Ontario.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 0.4431 ¢/m³ to -0.8836 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate M2 customer using 73,000 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Gas Commodity	19.9470 ¢/m ³	-\$465.60
Gas Commodity Price Adjustment	-8.6108 ¢/m ³	-\$2,449.34
Transportation	4.0738 ¢/m ³	\$248.28
Storage	0.7289 ¢/m ³	\$0.00
Storage Price Adjustment	0.0013 ¢/m ³	\$0.00
Delivery First 1,000 m ³ Next 6,000 m ³ Next 13,000 m ³ All Over 20,000 m ³	3.7565 ¢/m ³ 3.6845 ¢/m ³ 3.4700 ¢/m ³ 3.2126 ¢/m ³	\$0.00
Delivery Price Adjustment	-0.8836 ¢/m ³	-\$1.98
Monthly Charge	\$70.00	\$0.00
Total Annual Impact		-\$2,668.64

Important Information About Your Rates October 2009 - Rate M2 Direct Purchase

The Ontario Energy Board approved a decrease to Union Gas' delivery price adjustment rate as of Oct. 1, 2009. The enclosed bill uses the new rates.

The total annual bill decrease will be \$1.98 for a typical Rate M2 Direct Purchase customer using 73,000 m³ of natural gas a year.

Delivery Price Adjustment

The delivery price adjustment rate decreased by 0.4431 ¢/m³ to -0.8836 ¢/m³ to make up the difference between our forecast cost of delivering natural gas and actual costs from prior periods.

New Rates

The table below shows the new, approved rates used to calculate your natural gas bill as of Oct. 1, 2009. The annual impacts are based on a typical Rate M2 Direct Purchase customer using 73,000 m³ of gas a year.

CHARGES	RATES at Oct. 1, 2009	ANNUAL increase or decrease
Storage	0.7289 ¢/m ³	\$0.00
Storage Price Adjustment	0.0013 ¢/m ³	\$0.00
Delivery		
First 1,000 m ³	3.7565 ¢/m ³	
Next 6,000 m ³	3.6845 ¢/m ³	\$0.00
Next 13,000 m ³	3.4700 ¢/m ³	
All Over 20,000 m ³	3.2126 ¢/m ³	
Delivery Price Adjustment	-0.8836 ¢/m ³	-\$1.98
Monthly Charge	\$70.00	\$0.00
Total Annual Impact		-\$1.98

APPENDIX G

TO DECISION AND ORDER

APPLICANT AND LIST OF INTERVENORS

BOARD FILE NO: EB-2009-0313

DATED: September 14, 2009

**UNION GAS LIMITED
2009 RATES APPLICATION**

**EB-2008-0220
APPLICANT & LIST OF INTERVENTIONS**

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