

Contract ID	
Contract Name	

**M5A Contract**

This GAS DISTRIBUTION CONTRACT (“Contract”), made as of the 1<sup>st</sup> Day of \_\_\_\_\_.

BETWEEN:

**Enbridge Gas Inc.**

hereinafter called "the Company"

- and -

**CUSTOMER NAME**

hereinafter called "Customer"

**WHEREAS**, Customer has requested the Company and the Company has agreed to provide Customer Services;

**AND WHEREAS**, if Customer has elected direct purchase services, Customer will be responsible for supplying Gas to the Company under a separate contract called the Southern Bundled T;

**AND WHEREAS**, the Company will deliver Gas to Customer’s Point(s) of Consumption under this Contract pursuant to the Rate Schedule identified in Schedule 1;

**IN CONSIDERATION** of the mutual covenants contained herein, the parties agree as follows:

**1 INCORPORATIONS**

The following are hereby incorporated in and form part of this Contract:

- a) Contract Parameters contained in Schedule 1 as amended from time to time; and
- b) The latest posted version of the Company’s general terms and conditons applicable to Union Rate Zones (“General Terms and Conditions”) subject to Section 12.18 of the General Terms and Conditions; and
- c) Rate Schedule M5A as amended from time to time and as approved by the Ontario Energy Board.

**2 PRELIMINARY AND CONTINUING CONDITIONS**

This Contract and the rights and obligations of the parties hereunder shall be conditional upon the fulfillment and maintenance in good standing of the following conditions:

- a) Financial assurances acceptable to the Company shall be supplied and maintained in accordance with the General Terms and Conditions; and
- b) If Customer has elected direct purchase services, Customer and the Company shall have executed and maintained in good standing a Southern Bundled T.

The above conditions must be initially satisfied by Customer 25 days prior to the Day of First Delivery.

### **3 CONTRACT TERM**

This Contract shall be effective from the date hereof. However, the Service, obligations, terms and conditions hereunder, shall commence on the Day of First Delivery. Subject to the provisions hereof, this Contract shall continue in full force and effect for each Contract Year until notice to terminate is provided by either the Company or Customer. Such notice must be delivered at least three (3) months prior to the end of a Contract Year.

### **4 SERVICES PROVIDED**

The Company agrees to provide Services as specified in Schedule 1 and Customer agrees to pay for such Services pursuant to these Contract terms and conditions as set out in this Contract, the referenced attachments, and the rate(s) referenced in Schedule 1.

To be eligible for services under the M5A Rate Schedule, Customer must have an annual natural gas consumption of at least 350,000 m<sup>3</sup> and Daily Contracted Demand between 2,400 m<sup>3</sup> and 60,000 m<sup>3</sup>. If the Customer does not maintain this level of consumption during the current contract year or is not expected to maintain this level of consumption then, notwithstanding any other remedy available to the Company under this Contract or any other term of this Contract, effective the following contract year, the Customer may no longer qualify for service under the M5A Rate Schedule and may be placed on an alternate service by the Company.

If Customer has elected direct purchase services, and if the Company does not receive Gas from Customer under the Southern Bundled T, then the Company's obligations to provide Services under this Contract may, at the Company's option, be suspended or terminated by the Company. This suspension or termination will be effective as of the date specified in the Company's notice to Customer, notwithstanding the General Terms and Conditions.

### **5 MINIMUM ANNUAL VOLUME**

#### **5.01 FIRM MINIMUM ANNUAL VOLUME**

In each Contract Year, the Customer shall consume or, in any event, pay for the Adjusted Firm Minimum Annual Volume ("AFMAV") as determined in the formula below. This AFMAV will not be less than the minimum quantity required to qualify for firm service in the M4 Rate Schedule.

The firm quantity not consumed in any Contract Year (the "Firm Deficiency Volume" or "FDV") shall be as determined in the formula below.

$$\text{AFMAV} = \text{FMAV} \times [(\text{U} - \text{D}_F) / \text{U}]$$

$$\mathbf{FDV = AFMAV - (FV - F)}$$

Where:

- FMAV** = Firm Minimum Annual Volume (as identified in Schedule 1)
- U** = number of days in the Contract Year
- D<sub>F</sub>** = number of days of Force Majeure in the Contract Year
- FV** = total firm volume taken in the Contract Year
- F** = volumes delivered to the Points of Consumption during Force Majeure

The payment required for the FDV shall be calculated by multiplying FDV by the MAV Delivery charge specified in the M4 Rate Schedule as of the last day of the Contract Year. This payment would only apply if the FDV was greater than zero.

## **5.02 INTERRUPTIBLE MINIMUM ANNUAL VOLUME**

In each Contract Year, the Customer shall consume or, in any event, pay for the Adjusted Interruptible Minimum Annual Volume (“AIMAV”) as determined in the formula below. The AIMAV will not be less than the minimum quantity required to qualify for interruptible service under the M5A Rate Schedule.

The interruptible quantity not consumed in any Contract Year (the "Interruptible Deficiency Volume") (“IDV”) shall be determined in the formula below.

$$\mathbf{AIMAV = IMAV - (CD_I \times (D_I))}$$

$$\mathbf{IDV = AIMAV - (IV - I)}$$

Where:

- IMAV** = Interruptible Minimum Annual Volume (as identified in Schedule 1)
- CD<sub>I</sub>** = Interruptible Contract Demand
- D<sub>I</sub>** = number of days of interruption in the Contract Year
- IV** = total interruptible volume taken in the Contract Year
- I** = volumes delivered to the Points of Consumption during an interruption

The payment required for the “IDV” shall be calculated by multiplying the IDV by the MAV Delivery charge as specified in the Rate M5A Rate Schedule as of the last day of the Contract Year. This payment would only apply if the IDV was greater than zero.

**6 CONTRACT SUCCESSION**

This Contract replaces all previous Gas Distribution Contracts, subject to settlement of any Surviving Obligations.

The undersigned execute this Contract as of the above date. If an Agent on behalf of Customer executes this Contract then, if requested by the Company, Agent or Customer shall at any time provide a copy of such authorization to the Company.

Customer

Enbridge Gas Inc.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name