

Contract ID	
Contract Name	

## T1 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**, the Company will deliver Customer owned Gas to Customer’s Point(s) of Consumption or Storage under this Contract pursuant to the T1 Rate Schedule;

**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 – DCQ, Storage and Distribution Services Parameters, and Schedule 1a – Supplemental Services Parameters as amended from time to time; and
- b) The latest posted version of the T1 Contract Terms and Conditions contained in Schedule 2 subject to Section 12.18 of the Company’s general terms and conditions applicable to Union Rate Zones (“General Terms and Conditions”); and
- c) The latest posted version of the General Terms and Conditions subject to Section 12.18 of the General Terms and Conditions; and
- d) The applicable T1Rate Schedule as amended from time to time and as approved by the Ontario Energy Board.

For the purposes of this Contract, “Point(s) of Receipt” shall mean those points identified in Schedule 1 where the Company may receive Gas from Customer.

## **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) The Company shall have received all required OEB approvals.

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 Storage Services and Distribution Services as specified in Schedule 1 and Schedule 1a.

To be eligible for services under the T1 Rate Schedule, Customer must have an aggregated forecasted annual natural gas consumption of at least 2,500,000 m<sup>3</sup> and an aggregated Firm Daily Contract Demand up to 140,870 m<sup>3</sup> for all Point(s) of Consumption. 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 T1 Rate Schedule and may be placed on an alternate service by the Company. If the Customer's Firm Daily Contract Demand meets or exceeds 140,870 m<sup>3</sup> then the Customer no longer qualifies for services under the T1 Rate Schedule.

## **5 RATES FOR SERVICE**

Customer agrees to pay for Services herein pursuant to the terms and conditions of the following:

- a) The R1 Rate Schedule and the T1 Rate Schedule as they may be amended from time to time by the Ontario Energy Board; and
- b) This Contract and the incorporations hereto.

**6**      **AGENCY**

If an agent on behalf of the Customer executes this Contract then, if requested by the Company, the agent shall at any time provide a copy of such authorization to the Company.

Notwithstanding the provisions of Section 2(a) the agent shall be responsible for providing security arrangements acceptable to the Company in accordance with the General Terms and Conditions.

The agent and Customer acknowledge and agree that they are unconditionally and irrevocably jointly and severally liable for all Customer obligations under the Contract.

**7**      **CONTRACT SUCCESSION**

This Contract replaces all previous Gas Storage and 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