

**ENERGY DEFICIENT GAS ALLOWANCE SERVICE
(EDGA) TOLL SCHEDULE**

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1. DEFINITIONS

1.1. For the purposes of the Energy Deficient Gas Allowance Service (EDGA Service) Toll Schedule, the following terms shall be defined as:

- (a) “Daily Energy Deficiency Quantity” shall mean an amount calculated on any day where the average Gross Heating Value of gas received from IFO is less than the Gross Heating Value as set out in Section V (2) of the General Terms and Conditions of the Tariff as follows:

$$\text{DEDQ} = [A/B * C] - C$$

where:

“**DEDQ**” = the Daily Energy Deficiency Quantity for such day;

“**A**” = the minimum Gross Heating Value of gas as set out in Section V (2) of the General Terms & Conditions of the Tariff;

“**B**” = the average Gross Heating Value of gas received from IFO at the receipt point pursuant to service under this EDGA Toll Schedule for such day; and

“**C**” = the quantity of gas received at the receipt point in GJs for such day.

(b) “Deadline” shall mean 5:00 PM CCT on the 31st day of May of any year.

(c) “Gas Price” shall mean

- (i) for a receipt point at Empress or a receipt point in Saskatchewan, an amount equal to the NGX AECO C/N.I.T. One-Month Spot average price in \$Canadian/GJ as specified in the Canadian Gas Price Reporter (CGPR) plus the daily equivalent of the applicable Firm Transportation Delivery (FT-D) demand rate on the NGTL pipeline system at the Empress border; and
- (ii) for any other receipt point an amount equal to the Dawn One-Month Spot average price in \$Canadian/GJ as specified in the CGPR.

- (d) "IFO" shall mean the operator of a facility interconnecting with a TCPL receipt point.
- (e) "Integrated System" shall mean TCPL's Mainline gas transmission system and TCPL's transportation service entitlements on Other Pipelines.
- (f) Maximum Daily Energy Deficiency shall have the meaning ascribed thereto in Section 2.1 of the IFO's EDGA Contract.
- (g) "Monthly Energy Deficiency Quantity" shall mean the sum of the Daily Energy Deficiency Quantities for each day of such month.

2. AVAILABILITY

2.1 Any IFO shall be eligible to receive service under this EDGA Toll Schedule provided such IFO:

- (a) has entered into an EDGA Contract for a period not to exceed one (1) year and ending on the last day of a year;
- (b) has provided for any additional facilities required to provide service under this EDGA Toll Schedule at the receipt point; and
- (c) has provided TCPL with financial assurances as required by TCPL pursuant to Section XXIII of the General Terms and Conditions of the Tariff.

2.2 If at any time TCPL determines, in its sole discretion, that it is no longer able to provide service under this EDGA Toll Schedule for any reason whatsoever, TCPL may terminate this service by providing six (6) months prior written notice of such termination.

2.3 Notwithstanding Section 2.2 TCPL may at any time, in its sole discretion, immediately and without notice to the IFO suspend service under this EDGA Toll Schedule if TCPL determines that:

- (a) continuation of such service may cause injury, damage to or compromise the operation or integrity of the Integrated System; or
- (b) the Gross Heating Value of gas received from IFO at the receipt point is less than the minimum Gross Heating Value as set out in Subsection 3.2 (a); or

- (c) the Daily Energy Deficiency Quantity exceeds the Maximum Daily Energy Deficiency Quantity set out in the EDGA Contract; or
- (d) continuation of such service interferes with TCPL's ability to meet any of its delivery obligations.

Suspension of service under this EDGA Toll Schedule shall not relieve IFO from any obligation to pay any rate, toll, charge or other amount payable to TCPL.

- 2.4 TCPL may in its sole discretion choose not to suspend or may lift the suspension of service under this EDGA Toll Schedule if the IFO pays TCPL for any and all charges and expenses incurred or which may be incurred by TCPL to remedy any of the reasons for suspension set out in Section 2.3.

3. APPLICABILITY AND CHARACTER OF SERVICE UNDER THIS EDGA TOLL SCHEDULE

- 3.1 Subject to the terms of this EDGA Toll Schedule and the EDGA Contract as each may be amended from time to time, an IFO shall be entitled to provide gas with a minimum Gross Heating Value as set out in Section 3.2 for transportation on the Integrated System.
- 3.2 Upon the Date of Commencement of an EDGA Contract, an IFO may provide TCPL with gas with a Gross Heating Value less than the Gross Heating Value set out in Section V (2) of the General Terms & Conditions, provided that:
- (a) such gas has a minimum Gross Heating Value of 34 MJ/m³; and
 - (b) the Daily Energy Deficiency Quantity does not exceed the Maximum Daily Energy Deficiency Quantity set out in the EDGA Contract.

4. MONTHLY BILL

- 4.1 The monthly bill payable to TCPL for service under this EDGA Toll Schedule shall be the sum of a capacity charge and a fuel charge each determined as follows:

(a) **Capacity Charge**

For each month the capacity charge shall be equal to the product of the applicable Monthly Energy Deficiency Quantity and the applicable EDGA Capacity Charge specified in TCPL's List of Tolls.

(b) **Fuel Charge**

For each month the fuel charge shall be equal to the product of the applicable Monthly Energy Deficiency Quantity, the applicable fuel ratio specified in TCPL's List of Tolls and the applicable Gas Price.

5. OBTAINING ENERGY DEFICIENT GAS ALLOWANCE

5.1 An IFO may request service under this EDGA Toll Schedule by submitting a completed EDGA Service Bid Form, included as Appendix "A" to this EDGA Toll Schedule, on or before the Deadline for service commencing on the first day of January of the next calendar year.

5.2 TCPL shall evaluate all requests received by the Deadline and allocate service under this EDGA Toll Schedule as follows:

(a) First, to IFOs who have a valid EDGA Contract for the current year, a Maximum Daily Energy Deficiency Quantity equal to the least of:

(i) the IFO's highest actual Daily Energy Deficiency Quantity of the previous twelve (12) months;

(ii) the requested Maximum Daily Energy Deficiency Quantity set out in the IFO's EDGA Service Bid Form; or

(iii) the Maximum Daily Energy Deficiency Quantity set out in the IFO's current EDGA Contract.

(b) Second, to IFO's requesting service under this EDGA Toll Schedule who do not currently have an EDGA Contract and to any request for EDGA Service by a current EDGA Contract holder that was only partially met in Subsection 5.2(a).

- 5.3 If TCPL, in its sole discretion, determines that TCPL cannot meet the total requested Maximum Daily Energy Deficiency Quantity in either Subsection 5.2(a) or 5.2(b), TCPL shall allocate service on a pro rata basis based on the requested Maximum Daily Energy Deficiency Quantity.
- 5.4 Any EDGA Contract received by TCPL after the Deadline or that has not been fully completed may, in TCPL's sole discretion, be rejected.

6. MISCELLANEOUS PROVISIONS

- 6.1 The General Terms and Conditions and the List of Tolls of the Tariff, as amended from time to time, are applicable to this Toll Schedule and are hereby made a part hereof. If there is any conflict between the provisions of this Toll Schedule and the General Terms & Conditions, the provisions of this Toll Schedule shall prevail.
- 6.2 This Toll Schedule, the List of Tolls and the General Terms and Conditions are subject to the provisions of the CER Act or any other legislation passed in amendment thereof or substitution therefor.
- 6.3 This Toll Schedule together with the provisions of the General Terms and Conditions supercedes and replaces all previous Toll Schedules applicable to the EDGA Contract.

APPENDIX "A": EDGA SERVICE BID FORM

Receipt point: _____

Date of Commencement: _____

ESTIMATED GROSS HEATING VALUE

Estimated average Gross Heating Value _____ MJ/m³

Estimated minimum Gross Heating Value _____ MJ/m³

ESTIMATED DAILY QUANTITY OF GAS

Estimated daily maximum quantity of gas at receipt point _____ GJ/Day

Estimated daily average quantity of gas at receipt point _____ GJ/Day

DAILY ENERGY DEFICIENCY QUANTITY

Requested Maximum Daily Energy Deficiency Quantity _____ GJ/Day

EDGA Service Applicant Contact

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

The EDGA Service Bid Form shall be subject to the General Terms and Conditions, the EDGA Toll Schedule and List of Tolls of the Tariff.

Dated this _____ Day of _____, _____.

Service Applicant: _____

Signed: _____

Name: _____

Title: _____

Signed: _____

Name: _____

Title: _____