

BOARD STAFF INTERROGATORY #1

INTERROGATORY

Economics of MDV

Ref: Proposal page 10

Did Enbridge prepare a cost-benefit and/or an NPV analysis to support the MDV proposal? If so, please provide them as well as all assumptions underpinning the analyses.

RESPONSE

No, Enbridge did not prepare a cost-benefit or an NPV analysis. As per the evidence in the EB-2008-0106: Commodity Pricing, Load Balancing and Cost Allocation Methodologies for Natural Gas Distributors proceeding, the proposed MDV solution addresses the needs of the direct purchase market.

The capability to establish MDV on a weather normalized basis and to re-establish it during the contract term produces / results in an MDV that most accurately reflects the actual requirement of a direct purchase pool. This, in turn, addresses customer mobility, assists direct purchase customers in the management of their Banked Gas Account ("BGA") and helps minimize BGA balances, thus resulting in tangible benefits to the direct purchase market.

Please also refer to the response to CME Interrogatory #1 at Exhibit MDV IR5, Schedule 1.

Witnesses: I. Macpherson  
B. Manwaring

BOARD STAFF INTERROGATORY #2

INTERROGATORY

MDV Deferral Account Set-up, Tracking and Disposition

Ref: Proposal Page 1

Please provide Enbridge's views as to how budget and cost controls should be set up and managed for the purposes of reviewing the prudence and eventual disposition of the MDV deferral account amounts? For example should there be a line item variance tracking set up at an account level of detail similar to that found at page 10 of the MDV Proposal?

RESPONSE

Enbridge currently conducts an annual review of its' variance and deferral accounts prior to their disposition.

The amounts in the MDV re-establishment deferral account ("2010 MDVMDA") will be subject to the same internal and external review upon completion of the project.

The cost estimate for the MDV Project was developed after a comprehensive scoping exercise to detail the breadth of changes required to implement MDV re-establishment and the establishment of MDV on a weather normalized basis. The Company continues to use its established change control process to ensure change requests that typically arise out of this type of process are properly reviewed to assess value, appropriateness and cost impacts. Further, the Company has established a governance committee to oversee the project and to ensure that appropriate administrative cost review is effected.

Witnesses: I. Macpherson  
B. Manwaring

BOARD STAFF INTERROGATORY #3

INTERROGATORY

Estimated Project Costs

Ref: Proposal Page 10

- (i) Has Enbridge obtained an independent third party evaluation of its project cost estimate? Please discuss the pros and cons of undertaking such an evaluation.
- (ii) Has Enbridge put this project out to tender? Is it possible and /or advisable to do so? Please discuss what would be involved in putting the specifications out to tender.
- (iii) Please discuss the nature of the costs shown on page 10 of the MDV Proposal and whether they are either incremental costs, or otherwise.
- (iv) Please refer to the table at Appendix B on page 10 – “Estimated Project Costs”. Please add two (2) columns on the right hand side. For each line item in the cost estimate, identify which costs are either: A) incremental to the Company’s existing Board-approved revenue requirement or B) costs which are sought as additional costs not already accounted for in the revenue requirement.
- (v) What ongoing expenses are estimated to maintain the system once the project is up and running? Are these incremental or will they be absorbed within the Company’s Board approved revenues? What is the cost allocation proposal associated with any such ongoing expenses?

RESPONSE

- (i) Enbridge engaged a third party familiar with the business solution to develop project cost estimates which were then internally reviewed by the Company. The advantage of using a third party familiar with the business solution ensures completeness of the proposed solutions and associated costs.
- (ii) Enbridge has a preferred Systems Integrator to provide resources to supplement the Enbridge IT Business Applications Support team. In the selection process for the current Systems Integrator the Company used a comprehensive selection process which included standard service price tendering.

Witnesses: I. Macpherson  
B. Manwaring

- (iii) The nature of the project costs is inherent in the line item descriptions on page 10 of the proposal. The project costs are all incremental.
- (iv) A) and B) All costs at Appendix B on page 10 were not included in 2007 base rates and are therefore, incremental to the Company's 2010 Board-approved revenue requirement.
- (v) Once the project is completed and MDV functionality implemented, new on-going costs to maintain the system are not expected. The current budgeted costs for maintenance and general upkeep for the EnTRAC system are not expected to change materially and are absorbed within the Company's approved revenues under IRM.

Witnesses: I. Macpherson  
B. Manwaring

BOARD STAFF INTERROGATORY #4

INTERROGATORY

Cost allocation

Ref: Proposal Page 10

What is the method being proposed for the allocation of the development costs for the MDV proposal? Which customers or categories of customers give rise to the need for the MDV project? Which customer groups benefit? Please provide a schedule showing the rate class cost allocations, and rate impacts, based on the \$3.7 million estimate. Please also show how costs are being allocated as between direct purchase customers and system gas customers. Please include large volume customers as well.

RESPONSE

The MDV proposal will build on the existing EnTRAC system to enable the recalculation of the MDV on a weather normalized basis, and the re-establishment of the MDV during the contract term. The implementation of the MDV proposal is market enabling as it will help market participants manage their BGAs by providing for the timely reflection of changes in the makeup of customers or accounts within a pool to the pools' MDV deliveries. Doing so reduces costs associated with the disposition of BGA imbalances, thereby supporting customer choice and the associated migration of customers between system gas and direct purchase options, or from one gas marketer to another.

Development and implementation costs of the MDV re-establishment project will be tracked in the Mean Daily Volume Mechanism Deferral Account ("MDVMDA") created in response to the Board's order in this proceeding. Due to the capital nature of this project, the Company plans to request clearance of annual revenue requirements associated with the forecast spending of \$3.7 million, as opposed to the actual amounts expended. Given that the key components of the project – weather normalized MDV and its re-establishment during the contract term – are driven primarily by the needs of general service customers, the Company proposes to allocate the MDVMDA balance on the number of customers by rate class. System gas and direct purchase customers within the same rate class will be applied the same rate.

Witnesses: I. Macpherson  
B. Manwaring

The 2011 annual revenue requirement and carrying cost for the \$3.7 million project is estimated at \$533,500. Disposition of the account results in the following approximate impacts shown in the table below.

	<b>Allocation of Estimated Project Costs</b>	<b>Typical Annual Impact (\$/customer)</b>
Rate 1	\$ 489,634	\$ 0.32
Rate 6	\$ 43,712	\$ 0.29
Rate 9	\$ 7	\$ -
Rate 110	\$ 66	\$ 0.07
Rate 115	\$ 12	\$ 0.12
Rate 135	\$ 11	\$ 0.11
Rate 145	\$ 49	\$ 0.13
Rate 170	\$ 9	\$ 0.16
Rate 200	\$ 0	\$ -
Total	\$ 533,500	

Witnesses: I. Macpherson  
B. Manwaring

BOARD STAFF INTERROGATORY #5

INTERROGATORY

Glossary of Terms

Ref: Proposal Page 8

Please expand the Glossary of Terms at Page 8 of the MDV Proposal to include new and enhanced definitions and explanations of the concepts of: T-service arrangement, pools, pool terms, flowing pool, pool types, LVDC account, BGA, BGA disposition, EBT standards document, Rate Handbook, MSA , PCR, nomination, EnTRAC, suspension, Make-up request.

RESPONSE

T-service Arrangement

Existing defined term in the Rate Handbook

Pool, Pools

Means a group of one or more end-use customers who have been associated by the customer for the purpose of the delivery of gas by the customer to the Company and the redelivery of that gas by the Company to the customer for a period of time, and has attached to it an identifier, start and end dates, a point of acceptance, one or more terminal location and an aggregate MDV.

Pool Term

The period of time defined for each Pool where the Pool status is set to Active and that the customer is required to deliver gas to the Company.

Flowing Pool

A Pool that has a status attribute of 'Active'.

Witnesses: I. Macpherson  
B. Manwaring

## Pool Types

“Type” refers to a pool’s Service Arrangement; Ontario T-Service or Western T-Service. Defined by the Point of Acceptance attribute for each Pool.

## LVDC Account

Existing definition in the Rate Handbook.

## BGA

Banked Gas Account. A record of the amount of gas delivered by an Applicant to the Company in respect of a Terminal Location (Credits) and of volume of gas taken by the Applicant at the Terminal Location (Debits).

## BGA Disposition

The act of reducing or eliminating a volumetric imbalance at the end of the pool term.

## EBT Standards Document

The Electronic Business Transactions (EBT) Standards Document defines as “the computer-based transaction mechanism for transmitting common format data among Gas Distributors and Gas Vendors, as determined by the Ontario Energy Board”.

## Rate Handbook

A published document containing current Rates and Distribution Services of Enbridge Gas Distribution, as approved by the Ontario Energy Board.

Witnesses: I. Macpherson  
B. Manwaring



#### MSA

Master Services Agreement. A set of agreements between Enbridge and Customers required by the Company to transact on Enbridge's direct purchase transacting system EnTRAC.

#### PCR

Pool Composition Report details all accounts associated to a Pool at the time that Pool changed to a status of Locked for Flow.

#### EnTRAC

The transacting system utilized by Customers and the Company to administer transactions related to Direct Purchase activities. EnTRAC stands for "Energy Transacting, Recording, Accounting and Contracting".

#### Suspension

A reduction in the Daily Delivered Volume of gas delivered to Enbridge by the Applicant, pursuant to a mutually agreed arrangements, and for the purpose of reducing or eliminating a net credit balance in the Applicant's Banked Gas Account.

#### Make-up request

Please see Rate Handbook definition Make-Up Volume.

Witnesses: I. Macpherson  
B. Manwaring

BOARD STAFF INTERROGATORY #6

INTERROGATORY

Transition to New MDV Process

Ref: Proposal

- (i) Has Enbridge contemplated the need for any transition process to the new methodology? If needed, how would this be done?
- (ii) Has Enbridge contemplated any need for a customer review process after the MDV project has some operating experience?

RESPONSE

- (i) Based on the mid-level analysis that was completed, the new methodology will be applied to all Pools in EnTRAC at the same. The new methodology will be automated by EnTRAC and will not require manual intervention. As a result, the transition from the current methodology to the new methodology is expected to be seamless and no transition process would be required.
- (ii) Yes. EGD currently monitors the customer support function on an on-going basis and may make adjustments based on operating experience. The proposed MDV solution is supported by market participants and is similar to the MDV re-establishment functionality employed by Union Gas which has been in effect for a number of years and meets the needs of the market place.

Witnesses: I. Macpherson  
B. Manwaring

BOARD STAFF INTERROGATORY #7

INTERROGATORY

Rate Handbook Changes

Ref: Proposal Page X

Please file a blacklined version of the Rate Handbook changes that will need to be introduced and approved by the Board in order to give effect the MDV Proposal.

RESPONSE

Please see pages 7 to 9 in the attached Rate Handbook.

Witnesses: I. Macpherson  
B. Manwaring

# RATE HANDBOOK

Filed: 2010-03-11  
EB-2010-0048  
Exhibit Q2-3  
Tab 4  
Schedule 7  
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## ***ENBRIDGE GAS DISTRIBUTION***

### **HANDBOOK OF RATES AND DISTRIBUTION SERVICES**

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Part I

**GLOSSARY OF TERMS**

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

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

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

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

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

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

CD – (MDV – Delivery) – Curtailment Volume

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

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

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

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

**Board:** Ontario Energy Board. (OEB)

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

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

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

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

**Company:** Enbridge Gas Distribution Inc.

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

**Cubic Metre ("m³"):** That volume of gas which at a temperature of 15 degrees Celsius and at an absolute pressure of 101.325 kilopascals ("kPa") occupies one cubic metre. "10³m³" means 1,000 cubic metres.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Force Majeure:** Any cause not reasonably within the control of the Company and which the Company cannot prevent or overcome with reasonable due diligence, including:

(a) physical events such as an act of God, landslide, earthquake, storm or storm warning such as a hurricane which results in evacuation of an affected area, flood, washout, explosion, breakage or accident to machinery or equipment or lines of pipe used to transport gas, the necessity for making repairs to or alterations of such machinery or equipment or lines of pipe or inability to obtain materials, supplies (including a supply of services) or permits required by the Company to provide service;

(b) interruption and/or curtailment of firm transportation by a gas transporter for the Company;

(c) acts of others such as strike, lockout or other industrial disturbance, civil disturbance, blockade, act of a public enemy, terrorism, riot, sabotage, insurrections or war, as well as physical damage resulting from the negligence of others;

(d) in relation to Load Balancing, failure or malfunction of any storage equipment or facilities of the Company; and

(e) governmental actions, such as necessity for compliance with any applicable laws.

**Gas:** Natural Gas.

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

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

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

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

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

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

**Gigajoule ("GJ"):** See Joule.

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

**Imperial Conversion Factors:**

Volume:

1,000 cubic feet (cf)	=	1 Mcf
	=	28.32784 cubic metres (m³)
1 billion cubic feet (cf)	=	28.32784 10 <sup>6</sup> m³

Pressure:

1 pound force per square inch (p.s.i.)	=	6.894757 kilopascals (kPa)
1 inch Water Column (in W.C.) (60°F)	=	0.249 kPa (15.5°C)
1 standard atmosphere	=	101.325 kPa

Energy:

1 million British thermal units	=	1 MMBtu
	=	1.055056 gigajoules (GJ)
948,213.3 Btu	=	1 GJ

Monetary Value:

\$1 per Mcf	=	\$0.03530096 per m³
\$1 per MMBtu	=	\$0.9482133 per GJ

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

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

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

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

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

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

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

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

**Metric Conversion Factors:**

**Volume:**

1 cubic metre (m <sup>3</sup> )	=	35.30096 cubic feet (cf)
1,000 cubic metres	=	10 <sup>3</sup> m <sup>3</sup>
	=	35,300.96 cf
	=	35.30096 Mcf
28.32784 m <sup>3</sup>	=	1 Mcf

**Pressure:**

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

**Energy:**

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

**Monetary Value:**

\$1 per 10 <sup>3</sup> m <sup>3</sup>	=	\$0.02832784 per Mcf
\$1 per gigajoule	=	\$1.055056 per MMBtu

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

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

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

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

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

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

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

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

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

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

**T-Service:** Transportation Service.

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

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

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

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

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## PART II

### RATES AND SERVICES AVAILABLE

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

#### SECTION A - INTRODUCTION

##### 1. In Franchise Services

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

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

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

Service to residential locations is provided pursuant to Rate 1.

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

##### 2. Ex-Franchise Services

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

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

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

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

#### SECTION B - DIRECT PURCHASE ARRANGEMENTS

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

##### B. Western Canada

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

##### C. Ontario Delivery T-Service Arrangements

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

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

##### (i) Bundled T-Service

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

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**(ii) Unbundled T-Service**

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

**D. Western Delivery T-Service Arrangement**

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

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

**PART III**

**TERMS AND CONDITIONS APPLICABLE  
TO ALL SERVICES**

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

**SECTION A - AVAILABILITY**

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

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

**SECTION B - ENERGY CONTENT**

The price of natural gas sold at a Terminal Location is based on the assumption that each cubic metre of such natural gas contains a certain number of megajoules of energy which number is specified in the Rate Schedules. Variations in cost resulting from the energy

content of the gas actually delivered to the Company by its supplier(s) differing from the assumed energy content will be recorded and used to adjust future bills. Such adjustments shall be made in accordance with practices approved from time to time by the Ontario Energy Board.

**SECTION C - SUBSTITUTION PROVISION**

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

**SECTION D - BILLS**

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

**SECTION E - MINIMUM BILLS**

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

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

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

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## SECTION F - PAYMENT CONDITIONS

Enbridge Gas Distribution charges are due when the bill is received, which is considered to be three days after the date the bill is rendered, or within such other time period as set out in the Service Contract. A late payment charge of 1.5% per month (19.56% effectively per annum) of all of the unpaid Enbridge Gas Distribution charges, including all applicable federal and provincial taxes, is applied to the account on the seventeenth (17<sup>th</sup>) day following the date the bill is due.

## SECTION G - TERM OF ARRANGEMENT

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

## SECTION H - RESALE PROHIBITION

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

## SECTION I - MEASUREMENT

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

## SECTION J - RATES IN CONTRACTS

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

## SECTION K - ADVICE RE: CURTAILMENT

The Company, if requested, will advise Applicants taking interruptible service of its estimate of service curtailment for the forthcoming winter. Such estimate will be provided as guidance to

the Applicant in arranging for alternate fuel supply requirements. Abnormal weather and/or other unforeseen events may cause greater or lesser curtailment of service than expected.

## SECTION L - DAILY DELIVERED VOLUMES

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

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

## SECTION M - AUTHORIZED OVERRUN GAS

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

## SECTION N - UNAUTHORIZED SUPPLY OVERRUN GAS

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

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

- the volume of gas by which the Daily Gas Quantity under the Service Contract on such day exceeds the Authorized Volume for such day, if any  
plus
- if the day is in the months of December to March inclusive for an Applicant taking service on Rate 135 under Option a) or if the day is in the month of December under Option b), or if the day is a day on or in respect of which the Applicant has been requested

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in accordance with the Service Contract to curtail or discontinue the use of gas and the Service Contract is in whole or in part for interruptible Transportation Service, the volume of gas, if any, by which

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

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

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

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

#### **SECTION O – COMPANY RESPONSIBILITY AND LIABILITY**

This Section O applies only to gas distribution service under Rates 1, 6 and 9, and does not replace or supercede the terms in any applicable Service Contract.

The Company shall make reasonable efforts to maintain, but does not guarantee, continuity of gas service to its customers. The Company may, in its sole discretion, terminate or interrupt gas service to customers;

to maintain safety and reliability on, or to facilitate construction, installation, maintenance, repair, replacement or inspection of the Company's facilities; or

for any reason related to dangerous or hazardous circumstances, emergencies or Force Majeure.

The Company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether direct, indirect, special or consequential in nature, (excepting only direct physical loss, injury or damage to a customer or a customer's property, resulting from the negligent acts or omissions of the Company, its employees or agents) arising from or connected with any failure, defect, fluctuation or interruption in the provision of gas service by the Company to its customers.

#### **PART IV**

### **TERMS AND CONDITIONS – DIRECT PURCHASE ARRANGEMENTS**

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

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

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

#### **SECTION A - NOMINATIONS**

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

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

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

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

#### **SECTION B - OBLIGATION TO DELIVER**

During any period of curtailment or discontinuance of Bundled interruptible Transportation Service as ordered by the Company, any Applicant supplying its own gas requirements must, on such

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day, deliver to the Company the Mean Daily Volume of gas specified in any Service Contract.

Unless otherwise authorized by the Company in writing, each Applicant taking service pursuant to an OTS-ABC Gas Delivery Agreement shall meet its obligation to deliver gas to the Company by underpinning a minimum percentage and volume of their gas deliveries with firm transport (which in this section is both Firm Transportation and Short Term Firm Transportation) for the winter period commencing January 1 and ending March 31 (the "winter period").

The minimum amounts to be underpinned by firm transport shall be expressed in both volumetric and percentage terms. For the percentage amount, each Applicant shall calculate the annual percentage of gas deliveries to the Company for each of the immediate past three winter periods which were underpinned by firm transport, and taking the average of these three years' percentages, add ten percentage<sup>(1)</sup> points to the average to establish the minimal amount of gas deliveries that must be underpinned by firm transport for the winter period (e.g., if the average of the past three years is 50% then the addition of ten points will yield 60%<sup>(2)</sup>).

No later than November 1 of each year and beginning November 1, 2009, each Applicant shall provide written confirmation to the Company of their gas delivery plans for the winter period, including the amounts to be underpinned by firm transport (expressed in both volumetric and percentage terms) as calculated above.

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

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

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

- (1) If a direct shipper had no deliveries for a given year, then the calculation should exclude that year; if a direct shipper has less than three winter periods, the calculation will be the average of the periods in which deliveries occurred.
- (2) The amount shall not exceed 100%.

#### **SECTION C - DIVERSION RIGHTS**

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

specified in the applicable Transportation Service Agreement, to divert deliveries from one or more contractually specified Terminal Locations to other contractually specified Terminal Locations.

#### **SECTION D - BANKED GAS ACCOUNT (BGA)**

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

#### **SECTION E - DISPOSITION OF BANKED GAS ACCOUNT (BGA) BALANCES**

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

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

The Applicant, ~~by written notice to the Company within thirty (30) days of the end of the contract year,~~ may elect to return to the Company, in kind, during the one hundred and eighty (180) days following the end of the contract year, that portion of any debit balance in the Banked Gas Account as at the end of the contract year not exceeding a tolerance volume of ~~twenty times the Applicant's Mean Daily Volume~~ 5.5% times MDV deliveries for the contract term, by the Applicant delivering to the Company on days agreed upon by the Company and the Applicant a volume of gas greater than the Mean Daily Volume, if any, applicable to such day under a Service Contract. Any volume of gas returned to the Company as aforesaid shall not be credited to the Banked Gas Account in the subsequent contract year. For contract terms greater than 365 days the tolerance volume is modified by a factor of 365 divided by the number of days in the contract term. Any debit balance in the Banked Gas Account as at the end of the contract year which is not both elected to be returned, and actually returned, to the Company as aforesaid shall be deemed to have been sold to the Applicant and the Applicant shall pay for such gas within ten (10) days of the rendering of a bill therefore. The rate applicable to such gas shall be:

- (1) for *Bundled Western T-Service*, 120% of the average price over the contracted year, based on the published index price for the Monthly AECO/NIT supply adjusted for Nova's AECO to Empress transportation tolls and compressor fuel costs.
- (2) for *Bundled Ontario T-Service*, 120% of the average price over the contracted year, based on the published index price for the Monthly AECO/NIT supply adjusted for Nova's AECO to Empress transportation tolls and compressor fuel costs, plus

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the Company's average transportation cost to its franchise area over the contract year.

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

(i) Subject to clause (ii), if the Applicant continues to take service from the Company under a contract pursuant to which the Applicant delivers gas to the Company ~~and the Applicant so elects (by written notice to the Company within thirty (30) days of the end of the contract year),~~ that portion of such balance ~~which the Applicant stipulates in such written notice and which does not exceed twenty times the Applicant's Mean Daily Volume~~ a tolerance volume of 5.5% times MDV deliveries for the contract term may be carried forward as a credit to the Banked Gas Account for the next succeeding contract year. For contract terms greater than 365 days, the tolerance volume is modified by a factor of 365 divided by the number of days in the contract term. Any volume ~~duly elected to be within the tolerance shall be~~ carried forward ~~under this clause shall~~, and may only, be reduced within the period of one hundred and eighty (180) days ("Adjustment Period") immediately following the contract year, by the Applicant delivering to the Company, on days in the Adjustment Period agreed upon by the Company and the Applicant ("Adjustment Days"), a volume of gas less than the Mean Daily Volume applicable to such day under a Service Contract. Subject to the foregoing, the credit balance in the Banked Gas Account shall be deemed to be reduced on each Adjustment Day by the volume ("Daily Reduction Volume") by which the Mean Daily Volume applicable to such day exceeds the greater of the volume of gas delivered by the Applicant on such day and the Nominated Volume for such day which was accepted by the Company.

(ii) Any portion of a credit balance in the Banked Gas Account which is not eligible to be eliminated in accordance with clause (i), or which the Applicant elects (by written notice to the Company within thirty (30) days of the end of the contract year) to sell under this clause, shall be deemed to have been tendered for sale to the Company and the Company shall purchase such portion at:

(1) for *Bundled Western T-Service*, a price per cubic metre of eighty percent (80%) of the average price over the contract year, based on the published index price for the Monthly AECO/NIT supply adjusted for Nova's AECO to Empress transportation tolls and compressor fuel costs, less the Company's average transportation cost to its franchise area over the contract year.

(2) for *Bundled Ontario T-Service*, a price per cubic metre of eighty percent (80%) of the average price over the contract year, based on the published index price for the Monthly AECO/NIT supply adjusted for Nova's AECO to Empress transportation tolls and compressor fuel costs.

Any volume of gas deemed to have been so tendered for sale shall be deemed to have been eliminated from the credit balance of the Banked Gas Account.

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

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

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

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

BOARD STAFF INTERROGATORY #8

INTERROGATORY

Stakeholder Consultations

Ref: Proposal Page 13 Appendix D

Was there any attempt to obtain an all-party agreement to the proposal? Did any parties express any objections to the proposal?

RESPONSE

To date the Company has not attempted to obtain an all-party agreement to the proposal however the Company is supportive of such an agreement and believes it should be attainable in light of the stakeholder consultation that occurred before the proposal was filed with the Board.

In accordance with the Board's Decision in EB-2008-0106, the Company filed the details of its MDV proposal for the Board's review and approval on April 21, 2010.

Prior to finalizing its proposal the Company held a stakeholder consultation on February 23, 2010 to review the proposed MDV weather normalization and re-establishment solution. Participants in the consultation included agents, marketers, end-use customers, and consultants acting on behalf of customers. The Company received positive support from stakeholders and confirmation that the proposed solution meets the needs of the marketplace.

No parties expressed any objections to the proposal.

Witnesses: I. Macpherson  
B. Manwaring