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By Electronic Filing

August 2, 2013

Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street
27th floor
Toronto, ON M4P 1E4

Dear Ms Walli,

Enbridge Gas Distribution Inc. – GTA Project (EB-2012-0451)
Union Gas Limited – Parkway West Project (EB-2012-0433)
Union Gas Limited - Brantford-Kirkwall/Parkway D (EB-2013-0074)
Our File No.: 339583-000158

Further to Procedural Order No. 7 dated July 29, 2013, please find enclosed the Interrogatories on behalf of Canadian Manufacturers & Exporters.

Yours very truly

Vincent J. DeRose
VJD/kt
Encl.

c. Shari Lynn Spratt (EGD)
Scott Stoll (Aird & Berlis LLP)
Karen Hockin (Union Gas)
Crawford Smith (Torys LLP)
Intervenors in EB-2012-0451, EB-2012-0433 and EB-2013-0074
Paul Clipsham

OTT01: 5831036: v1

EB-2012-0451
EB-2012-0433
EB-2013-0074

IN THE MATTER OF an application by Enbridge Gas Distribution Inc. for: an Order or Orders granting leave to construct a natural gas pipeline and ancillary facilities in the Town of Milton, City of Markham, Town of Richmond Hill, City of Brampton, City of Toronto, City of Vaughan and the Region of Halton, the Region of Peel and the Region of York; and an order or orders approving the methodology to establish a rate for transportation services for TransCanada Pipelines Limited;

AND IN THE MATTER OF an application by Union Gas Limited for: an Order or Orders for pre-approval of recovery of the cost consequences of all facilities associated with the development of the proposed Parkway West site; an Order or Orders granting leave to construct natural gas pipelines and ancillary facilities in the Town of Milton; an Order or Orders for pre-approval of recovery of the cost consequences of all facilities associated with the development of the proposed Brantford-Kirkwall/Parkway D Compressor Station project; an Order or Orders for pre-approval of the cost consequences of two long term short haul transportation contracts; and an Order or Orders granting leave to construct natural gas pipelines and ancillary facilities in the City of Cambridge and City of Hamilton.

INTERROGATORIES OF CANADIAN MANUFACTURERS & EXPORTERS ("CME") ON THE UPDATED EVIDENCE FILED BY ENBRIDGE GAS DISTRIBUTION INC. ("EGD")

Issue: A-3

Are the costs of the facilities and rate impacts to customers appropriate?

A.3 – CME 1

Ref: Exhibit A, Tab 3, Schedule 9, pages 2-4

Preamble

EGD's updated evidence acknowledges that there exists a "dependency" on Segment A for transportation benefits along the Parkway to Maple path. CME understands that these transportation benefits could flow to Ontario ratepayers outside of EGD's distribution area, in particular, in Union North.

Questions

CME wishes to better understand the potential rate impacts that these dependent transportation benefits may have on Ontario ratepayers. Within this context:

(a) Has EGD undertaken any analysis, including an economic feasibility analysis, of the "dependent transportation benefits"? If so, please provide a copy of the analysis. If no analysis has been conducted, please explain why not.

(b) In Exhibit M.TCPL.CME.1, TCPL provided its analysis of:

  (i) the potential consequential impact long-term on all TCPL tolls paid by Ontario gas users as a result of TCPL's loss of long-haul revenue;

  (ii) the additional cost that Ontario gas users will incur as a result of constructing facilities to accommodate new short-haul capacity; and

(c) The savings that Ontario gas consumers could realize by sourcing more gas through short-haul transportation services.

Does EGD agree with TCPL's analysis? If not, please explain which aspects of the analysis EGD disagrees with.

A.3 – CME 2

Ref: Exhibit A, Tab 2, Schedule 4, page 5 of 9

Preamble

It is CME's understanding that the Memorandum of Understanding ("MOU") between EGD and TCPL was terminated by EGD. TCPL filed a letter with the Board on July 24, 2013 which confirmed TCPL's position that the MOU remains a valid and binding contract.

Questions

If TCPL is correct, and the MOU remains a valid and binding contract, what are the potential cost consequences for EGD's customers, if any?

Without limiting the generality of this question, please address whether the cost consequences of a breach of the MOU by EGD would flow directly to EGD's shareholder or, in part or in whole, to EGD's customers?