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BY EMAIL and RESS

August 11, 2015
Our File: EB20150166/175

Ontario Energy Board
2300 Yonge Street
27th Floor
Toronto, Ontario
M4P 1E4

Attn: Kirsten Walli, Board Secretary

Dear Ms. Walli:

Re: EB-2015-0166/175– Union/Enbridge NEXUS – SEC Interrogatories

We are counsel to the School Energy Coalition (“SEC”). Enclosed, please find interrogatories on behalf of the SEC.

Yours very truly,
Jay Shepherd P.C.

Original signed by

Mark Rubenstein

cc: Wayne McNally, SEC (by email)
Applicant and Intervenors (by email)

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*,
S.O. 1998, c. 15, Sched. B, as amended;

AND IN THE MATTER OF an Application by Union Gas Limited
for an Order or Orders pre-approving the cost consequences
associated with one long-term natural gas transportation contract.

AND IN THE MATTER OF an Application by Enbridge Gas
Distribution Inc. for an Order or Orders pre-approving the cost
consequences associated with a long-term natural gas transportation
contract.

INTERROGATORIES

ON BEHALF OF THE

SCHOOL ENERGY COALITION

[Note: All interrogatories have been assigned to issues. However, please provide answers that respond to each question in full, without being restricted by the issue or category. Many interrogatories have application to multiple issues, but all have been asked only once to avoid duplication.]

Enbridge Gas Distribution

T1.EGD.SEC.1

[Ex.A-3-1, p.14] Please explain the delay in the in-service date of NEXUS from November 2016 to the newly proposed November 2017.

T1.EGD.SEC.2

[Ex.A-3-1, p.20] Please provide a copy of all materials that were provided to those who provided the "Company approvals" to proceed with the NEXUS Agreement.

T1.EGD.SEC.3

[Ex.A-3-1, p.23] Please provide a step-by-step description of how Enbridge calculated the average landed gas cost. Please provide details of all assumptions made.

T2.EGD.SEC.4

[Ex.A-3-1, p.15] Please describe how Enbridge currently accesses shale gas supply from Utica/Marcellus.

T2.EGD.SEC.5

[Ex.A-3-1, p.25] Please provide a similar map showing all major existing and planned pipelines that flow into Niagara.

T2.EGD.SEC.6

[Ex.A-3-1, p.26] What paths provide direct access from Utica and Marcellus shale basins to Niagara instead of Dawn? Please explain why Enbridge did not consider these options to increase its supply sourced from Utica and Marcellus share basins.

T3.EGD.SEC.7

[Ex.A-3-1, Appendix D-F] Please describe the similarities and differences between the terms of the Precedent Agreement that Enbridge signed for NEXUS and those recently signed with TCPL and Union. Please explain why any material differences are reasonable.

T3.EGD.SEC.8

[Ex.A-3-1, Appendix D-F] Please describe all the scenarios under the Precedent Agreement in which Enbridge is responsible for any development and/or construction costs for the NEXUS pipeline through payments other than tolls.

T3.EGD.SEC.9

Please describe which risks of the NEXUS contract approval are borne by Enbridge's shareholders as opposed to ratepayers.

Union Gas

T1.Union.SEC.10

[Ex.A, p.2] Please provide a list of all NEXUS anchor shippers and their contracted, committed, or successfully bid capacity.

T1.Union.SEC.11

[Ex.A] Please provide copies of all materials that were provided to Union's senior management team, and if applicable, its parent company, in approving the decision to bid into the NEXUS open season. Please provide any similar materials relevant to subsequent approvals for the NEXUS Agreement that may have been provided.

T1.Union.SEC.12

[Ex.A, p.40, Figure 5-5] Please provide a step-by-step description of how Union calculated the average landed gas cost. Please provide details of all assumptions made.

T2.Union.SEC.13

[Ex.A] What paths provide direct access from Utica and Marcellus share basins to Niagara instead of Dawn? Please explain why Union did not consider these options to increase its supply sourced from Utica and Marcellus share basins.

T3.Union.SEC.14

[Ex.A, p.42] Please describe all the scenarios under the Precedent Agreement in which Union is responsible for any development and/or construction costs for the NEXUS pipeline through payments other than tolls.

T3.Union.SEC.15

[Ex.A, Schedule 1] Please describe the similarities and differences between the terms of the Precedent Agreement that Union signed for NEXUS and those recently signed with TCPL and Enbridge. Please explain why any material differences are reasonable.

T3.Union.SEC.16

Please describe which risks of the NEXUS contract approval are borne by Union's shareholders as opposed to ratepayers.

Respectfully submitted on behalf of the School Energy Coalition this 11th day of August, 2015.

Mark Rubenstein
Counsel for the School Energy
Coalition