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April 8, 2016

Ontario Energy Board  
2300 Yonge Street, 27<sup>th</sup> Floor  
Toronto, ON M4P 1E4

Attention: Ms.Kirsten Walli, Board Secretary

**Re: Natural Gas Expansion – Generic Hearing  
OEB File No.: EB-2016-0004**

Dear Ms. Walli:

Please find enclosed the Interrogatories submitted by EPCOR Utilities Inc. to Enbridge Gas Distribution in this proceeding

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Gordon E. Kaiser

Counsel for EPCOR Utilities Inc.

Copy: Andrew Mandyam, Enbridge

Fred Cass, Aird & Berlis

**EPCOR UTILITIES INC. INTERROGATORIES to ENBRIDGE GAS DISTRIBUTION**

**Generic Proceeding on Natural Gas Expansion in  
Communities that are Not Served**

**ONTARIO ENERGY BOARD**

**EB-2016-0004**

**Interrogatory #1**

**Reference:** Enbridge Evidence, Page 9 of 36, Paragraph 32.

**Preamble:** In its evidence, Enbridge Gas Distribution Inc. (“Enbridge”) states that it “sees no reason to impose further conditions or to make other changes to the current form of Municipal Franchise Agreement or Certificates of Public Convenience and Necessity.”

**Request:**

- (a) Provide a list of all new Franchise Agreements that Enbridge has entered into with a municipality since 1997, and include the counterparty to each agreement, the date of the agreement and if the Franchise Agreement has been approved by the OEB, the OEB order number approving the Franchise Agreement and, where applicable, the CPCN.
- (b) Provide a list of all Franchise Agreements to which Enbridge is or has been a party in respect of which Enbridge has not constructed any facilities connecting new customers within the franchise area to its system, and include the counterparty to each agreement, the date of the agreement and the OEB order number approving the Franchise Agreement and, where applicable, the CPCN.
- (c) Provide a list of all Franchise Agreements to which Enbridge is or has been a party that have been renewed at or after the completion of the initial term, and include the counterparty to the agreement, the date of the agreement and the OEB order number approving the Franchise Agreement and, where applicable, the CPCN.
- (d) Identify the Franchise Agreements listed in the response to (c) above with respect to which no facilities had been constructed connecting new customers within the franchise area to Enbridge’s system at the time of the expiry of the initial term of the Franchise.

- (e) Provide a list of all Franchise Agreements to which Enbridge is or has been a party or has in the past been a party where the counterparty municipality has been granted the right to terminate the Franchise Agreement if construction of facilities to connect customers within the Franchise area to Enbridge's system has not commenced within a certain period of time.
- (f) For each Franchise Agreement identified in the response to (e) above, provide a copy of the relevant termination clause(s).

## **Interrogatory #2**

**Reference:** Enbridge Evidence, Page 31 of 36, Paragraph 91

**Preamble:** Enbridge states "The PI includes all capital costs of facilities for all new customers added during a test year including the cost of system reinforcement projects and the costs associated with adding customers to existing mains."

### **Request:**

Has Enbridge ever charged the "cost of system reinforcement" or "the costs associated with adding customers to existing mains" in respect of any franchises? If yes, please provide details of all instances. If no, why not and why does Enbridge propose a change now?

## **Interrogatory #3**

**Reference:** Enbridge Evidence, Page 29 of 36, Paragraph 87

**Preamble:** Enbridge states "Column 10 shows the ratepayer subsidy with respect to capital costs for all of the projects assuming LNG supply (all transmission main capital cost removed and the estimated cost of the required LNG decanting facility for each project added)."

### **Request:**

How does Enbridge intend to incorporate the cost of LNG into its rates?

**Interrogatory #4**

**Reference: Enbridge Evidence, Page 25 of 36, Paragraph 76**

**Request:**

If the OEB does not approve the proposed deferral account to capture any deficiency between actual revenue received and the allowed revenue requirements, will Enbridge continue to pursue any of the community expansion projects it has currently identified? If so, which projects will Enbridge pursue and why?