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**CENTRA GAS MANITOBA INC.  
2019/20 GENERAL RATE APPLICATION**

**TERMS & CONDITIONS OF SERVICE**

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1  
2 **CENTRA GAS MANITOBA INC.**  
3 **2019/20 GENERAL RATE APPLICATION**

4  
5 **TERMS & CONDITIONS OF SERVICE**  
6

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7 **12.0 OVERVIEW**  
8

9 This Tab provides material in support of requested changes to Centra Gas Manitoba  
10 Inc.'s ("Centra") Schedule of Sales and Transportation Services and Rates (the "Ts &  
11 Cs").  
12

13 The Public Utilities Board of Manitoba ("PUB") last approved Centra's Ts & Cs in  
14 Order 89/13, dated August 2, 2013. The sections below detail the various changes  
15 proposed by Centra to its Ts & Cs as part of this Application. The black-lined Ts & Cs,  
16 reflecting the amendments that are being proposed, are included as Appendix 12.1  
17 to this Tab. A clean copy of the Ts & Cs which incorporate the proposed  
18 amendments is provided as Appendix 12.2, and the proposed Company Labour  
19 Charges are provided in Appendix 12.3.  
20

21 **12.1 CHANGES TO TRANSPORTATION SERVICE**  
22

23 Centra is requesting approval of changes to its Ts & Cs for Transportation Service  
24 ("T-Service") (Section V.) that will incent T-Service customers to address imbalances  
25 relating to their delivery of gas to Centra's system. Centra is also applying to increase  
26 the volumetric eligibility threshold that would apply to new T-Service customers.  
27

28 Centra has an obligation to the TransCanada Pipelines Limited ("TCPL") Mainline to  
29 ensure that its delivery areas remain in balance (whereby the volume of gas  
30 delivered equals the quantity of gas consumed, within certain tolerances) to protect  
31 the integrity and reliability of the pipeline and to ensure that customers' needs  
32 downstream of Centra's delivery areas can be met. As the Down Stream Operator  
33 ("DSO") for the Manitoba Delivery Area ("MDA") and South Saskatchewan Delivery  
34 Area ("SSDA") on the TCPL Mainline, Centra is subject to balancing fees imposed by

1 TCPL for imbalances in excess of tolerances that occur within its delivery areas,  
2 including imbalances caused by T-Service customers. DSOs are subject to balancing  
3 fees regardless of the pipeline's position (i.e. whether the pipeline is packed or  
4 drafted<sup>1</sup>) and a DSO's position relative to the pipeline's position (i.e., there is no  
5 exemption from paying fees for an imbalance because the DSO's position [pack or  
6 draft] is contrary to the pipeline's position). Further, balancing fees are collected by  
7 the pipeline regardless of whether a DSO or customers within the DSO's delivery  
8 areas have or are experiencing operational problems (e.g., an unplanned outage at a  
9 facility).

10

11 Centra's current Special Terms & Conditions for T-Service (Section V.) provides the  
12 following with respect to the daily balancing of natural gas receipts and  
13 consumption:

14

15 B) Subject to the conditions set out in subsection V. A) hereof, High Volume  
16 Firm Class, Mainline Class, or Interruptible Class customers may elect to  
17 receive Transportation Service where the customer's daily nomination equals  
18 or exceeds 200 GJ under normal operating conditions, excluding shut-downs  
19 for routine maintenance activities and holidays.

20

21 D) The volume of gas delivered by the T-Service Customer and received and  
22 transported by the Company shall, on each day, equal the quantity of gas  
23 consumed by the Customer at its facility on such day as determined by the  
24 Company's measuring stations located at or near the Delivery Point, less the  
25 volume of Backstop Gas (if any) sold to the Customer by the Company on  
26 such day pursuant to subsection G) hereof.

27

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<sup>1</sup> In relation to shipper nominations of supply into a pipeline system, "packing" the system refers to nominated supply exceeding the shipper's demand or take-away from the system while "drafting" the system refers to nominated supply being less than the shipper's demand or take-away from the system.

1 O) If the T- Service Customer or its authorized agent causes delivery imbalances  
2 relating to the delivery of gas to the Company's distribution system, the  
3 Company may impose any imbalancing costs or charges on the Customer.  
4

5 Evolution of T-Service in Manitoba:

6 With the deregulation of wellhead natural gas pricing in the mid-1980s, the natural  
7 gas industry undertook the development of direct purchase service options to  
8 provide customers with the ability to access and purchase their own natural gas  
9 supplies. In Manitoba, Centra's predecessor developed services such as the City Gate  
10 Buy/Sell Service which later evolved into a fully unbundled T-Service option.  
11

12 In the late 1980s and early 1990s, T-Service attracted the interest of very large  
13 consumers of natural gas, especially those whose load factors were higher than the  
14 system load factor. Some of these customers chose T-Service to capitalize on the  
15 magnitude of their consumption and higher than average load factor by foregoing  
16 utility service offerings and contracting for their own commodity and upstream  
17 transportation and/or storage arrangements. As a result, Centra's Ts & Cs were  
18 based on the premise that the magnitude of T-Service customers' natural gas  
19 consumption would naturally incent them to actively manage their natural gas  
20 portfolios in the manner prescribed in the Ts & Cs for T-Service (i.e., to balance their  
21 accounts on a daily basis).  
22

23 Gradually, with the passing of time, the composition of T-Service in Manitoba has  
24 changed to include smaller volume customers whose asset portfolios are managed  
25 by third party nominating agents. Today, only four of Centra's fifteen T-Service  
26 customers employ their own staff to actively manage their gas portfolios.  
27

28 Centra's practice has been to recover only its direct costs from the largest volume T-  
29 Service customers who periodically drive the utility to incur balancing fees assessed  
30 by the TCPL Mainline. The utility has never sought to recover the indirect costs it  
31 incurs in the form of foregone Capacity Management revenue to the account of  
32 System Sales customers when T-Service customers are out of balance. The utility's  
33 approach with the smaller volume T-Service customers has been very  
34 accommodating to date, with utility staff seeking to work with the nominating

1 agents who are acting for these customers to get them to address imbalances on a  
2 daily basis. In large part, these nominating agents are working with poor data in that  
3 most of the smaller volume T-Service customers provide only weekly forecasts of  
4 their gas consumption and are often slow to provide notice of unplanned  
5 maintenance or outages to their nominating agents. Natural gas is not core to these  
6 customers' operations, thus variations from plan in gas usage are a secondary  
7 consideration.

8  
9 T-Service customers in Manitoba faced increased operating challenges when the  
10 National Energy Board approved pricing discretion for short term discretionary  
11 services including Interruptible Transportation ("IT") on the TCPL Mainline effective  
12 July 2013. Prior to this changed circumstance, it was reasonably economic for a T-  
13 Service customer or its nominating agent to purchase IT service to transport  
14 incremental volumes to Centra's delivery area to address imbalances. IT service was  
15 generally priced at 110% of the daily Firm Transportation ("FT") rate, particularly on  
16 the Prairies section of the Mainline given the extent of its excess capacity. With the  
17 introduction of pricing discretion in July 2013, IT service is now much more  
18 expensive than it was, pricing between 200% to 300% of the daily FT rate at the low  
19 end of the range and in excess of 4,000% at the high end, the result of which is that  
20 IT service is generally not an economic option to address imbalances in Manitoba.  
21 Instead, smaller volume T-Service customers are relying on Centra and its upstream  
22 supply, transportation and storage assets to balance their accounts by virtue of  
23 Centra balancing its delivery areas. On occasion since the introduction of pricing  
24 discretion, Centra's directions to T-Service customers to address their imbalances  
25 have been ignored or even outright refused, in clear contravention of Section V. O)  
26 of Centra's Special Terms and Conditions of T-Service.

27  
28 In order to uphold its obligations to the TCPL Mainline (and other shippers  
29 downstream of Manitoba), Centra has effectively been forced to use the supply,  
30 transportation and storage assets that were put in place for Sales customers (both  
31 system supplied and marketer supplied through the WTS) to balance T-Service  
32 accounts. It is also important to note that the upstream costs of Centra's Portfolio  
33 are charged to Sales Service customers. In the current circumstances, unrecovered  
34 imbalances caused by T-Service customers are borne by Sales Services customers.

1

2

In an effort to understand and address the inequity of this situation, Centra commenced a consultation process with T-Service customers and nominating agents on the matter of balancing fees consisting of:

3

4

5

6

- A presentation and webcast in October 2016 to advise of Centra's intent to introduce a balancing fee structure for T-Service;

7

8

- One-on-one in person or conference call follow-up consultations with customers to gather their input on the development of the balancing fee structure;

9

10

- The provision of extensive information and ongoing reporting to help customers understand how the balancing fee structure will work and how to mitigate their exposure to balancing fees; and

11

12

13

- Providing information to facilitate T-Service customers' understanding of their natural gas service options in Manitoba.

14

15

16

17

Based on Centra's one-on-one discussions with T-Service customers, it became apparent that a number of existing smaller volume T-Service customers are managing their natural gas outlook on a weekly rather than daily and intra-day basis. The effort associated with forecasting natural gas consumption and managing upstream obligations is secondary to their core business and they do not have the internal resources in place to actively manage and monitor their daily natural gas supply/demand balance. Further, without a financial consequence for imbalances, the smaller the imbalance the less incentive there is for nominating agents to take discrete actions to address their customers' imbalances which, combined with the lack of daily and intra-day forecast consumption, can result in the perpetuation of account imbalances for days or even weeks at a time. The result is a reduced tolerance available to Centra to balance the rest of the delivery area.

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In order to incent T-Service customers to balance and to address the unfairness inherent in the status quo, Centra plans to introduce a balancing fee structure that will be applied consistently to all T-Service customers. Centra intends on using the same balancing fee formula as the TCPL Mainline, as all gas being transported by T-Service customers to their facilities is being transported on the TCPL Mainline, albeit

31

32

33

34

1 charging for imbalances at 50% of the current TCPL Mainline balancing fees. In order  
2 to do so, Centra proposes to revise the wording of Section V. N), formerly O) (page  
3 32) of the Ts & Cs to indicate that Centra may impose balancing fees on the  
4 customer, mirroring the existing and longstanding TCPL Mainline approach to  
5 imbalances.

6

7 Centra is also proposing to increase the volumetric threshold for eligibility in T-  
8 Service for potential new T-Service customers from 200 GJ/day to 2,500 GJ/day. T-  
9 Service originated with very large consumers of natural gas in mind, and there are  
10 already direct purchase options available for both large and small volume customers  
11 through the WTS.

12

13 Currently, there are several smaller volume T-Service customers who routinely drive  
14 significant daily imbalances (measured as a percentage of their daily consumption)  
15 who also have demonstrated an inability or unwillingness to take adequate steps to  
16 balance their deliveries to their loads. As such, Centra wishes to make this change in  
17 eligibility for the entry of any new customers into T-Service.

18

19 Existing T-Service customers that fall below this new threshold will be grandfathered  
20 and retain their eligibility for T-Service. If an existing T-Service customer elects to  
21 leave the service, it will be subject to the new volumetric eligibility threshold if  
22 seeking to elect T-Service in future. This proposed change is reflected in Section V. B)  
23 of the Ts & Cs provided in Appendix 12.1.

24

25 Centra has taken several steps to address the issue of balancing with T-Service  
26 customers as discussed below.

27

28 In the interest of addressing the impact of this change for T-Service customers,  
29 Centra is proposing that the balancing fee structure reflects a per GJ fee for daily  
30 and cumulative imbalances that is 50% of what TCPL charges Centra for imbalances  
31 on the Mainline system. This will help to reduce T-Service customers' exposure to  
32 balancing fees once the new fee structure comes into effect. If T-Service customers  
33 respond to the introduction of this financial incentive to balance their accounts,  
34 there may be no need to increase fees from the 50% fee level. However, if in the

1 future T-Service accounts continue to be out of balance beyond tolerances in the  
2 normal course, other than as a result of unplanned outages, Centra will revisit  
3 whether it would be appropriate to increase the balancing fee level to 100% over  
4 time.

5  
6 Centra has provided a lengthy notice period for them to contemplate their decision  
7 as to whether to continue with T-Service. T-Service customers were first formally  
8 advised of Centra's intent to introduce these changes in October of 2016. Centra is  
9 proposing an implementation date of November 1, 2019, which is more than 3-years  
10 after notice of Centra's intent was first provided.

11  
12 As part of this notice and consultation, Centra has consistently provided each T-  
13 Service customer with daily consumption reporting and monthly reporting of the  
14 pro-forma financial impacts associated with the new T-Service balancing fee  
15 structure have been, and continue to be provided to T-Service customers. T-Service  
16 customers have also been advised that any intentions of changing their natural gas  
17 service effective November 1, 2019 will need to be communicated to Centra by the  
18 latter of July 31, 2019 or receipt of confirmation of the PUB's approval of the related  
19 changes to the Ts & Cs.

20  
21 In addition to the changes noted above to Sections V. B) and N), Centra has also  
22 taken this opportunity to make minor changes to the Ts & Cs for T-Service that are  
23 administrative in nature.

24  
25 **12.2 CHANGES TO RECONNECTION FEES**

26  
27 Section IV G) 3) of Centra's current approved Ts & Cs provides for the collection of a  
28 Reconnect Fee on each occasion service is resumed to a customer after gas service  
29 has been discontinued at the Customer's request, or as a result of the Customer  
30 being disconnected for non-payment. The current fees of \$50 (plus GST) during  
31 regular business hours and \$65 (plus GST) after hours were last reviewed and  
32 approved by the PUB in its Order 118/03, issued following Centra's 2003/04 GRA. As  
33 part of this GRA, Centra proposes to update its Reconnect Fees to \$70 (plus GST)  
34 during regular business hours and \$100 (plus GST) after hours. The proposed



1 Reconnect Fees have been updated in the Miscellaneous Charges Section XI. of the  
2 Ts & Cs on page 51 of Appendix 12.1.

3

4 The calculations of both the gas and electric service reconnection costs are shown in  
5 Figures 12.1 and 12.2 below respectively:

6

7

**Figure 12.1: Gas Reconnect Fee Costs**

| <b>Gas Reconnect Costs</b>       | <b>Regular Hours</b>   | <b>After Hours (Regular plus 40%)</b> |
|----------------------------------|------------------------|---------------------------------------|
| Field activity rate x hours      | \$89 x 0.64 hrs = \$57 | \$125 x 0.64 hrs = \$80               |
| Dispatcher activity rate x hours | \$78 x 0.17 hrs = \$13 | \$109 x 0.17 hrs = \$19               |
| Credit activity rate x hours     | \$49 x 0.11 hrs = \$5  | \$64 x 0.11 hrs = \$7                 |
| Total Cost                       |                        |                                       |
| Labour                           | \$75                   | \$106                                 |
| Billing Surcharge (49%)          | \$37                   | \$52                                  |
| <b>TOTAL</b>                     | <b>\$112</b>           | <b>\$158</b>                          |

8

9

**Figure 12.2: Electric Reconnect Fee Costs**

| <b>Electric Reconnect Costs</b>  | <b>Regular Hours</b>    | <b>After Hours (Regular plus 40%)</b> |
|----------------------------------|-------------------------|---------------------------------------|
| Field activity rate x hours      | \$103 x 0.31 hrs = \$32 | \$144 x 0.31 hrs = \$45               |
| Dispatcher activity rate x hours | \$78 x 0.17 hrs = \$13  | \$109 x 0.17 hrs = \$19               |
| Credit activity rate x hours     | \$49 x 0.11 hrs = \$5   | \$69 x 0.11 hrs = \$8                 |
| Total Cost                       |                         |                                       |
| Labour                           | \$50                    | \$71                                  |
| Billing Surcharge (49%)          | \$25                    | \$35                                  |
| <b>TOTAL</b>                     | <b>\$75</b>             | <b>\$105</b>                          |

10

\* Columns may not sum due to rounding.

11

12

13

14

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16

17

As the great majority of service disconnections for non-payment completed by Manitoba Hydro include disconnection of the electric service, the fee for reconnection of service has been based on the costs to reconnect electric service. Although reconnection of a natural gas service costs more to complete, Centra proposes to apply the same fee as an electric service reconnection to a natural gas service reconnection. Similarly, the cost to reconnect customers in rural and remote

1 communities is higher than the cost to reconnect customers in urban areas.  
2 However, since the majority of disconnections and reconnections performed are in  
3 Winnipeg, Winnipeg activity rates and hours have been used in calculating the rates.  
4

5 **12.3 CHANGES TO METER TEST FEE**

6  
7 The Meter Test Fee is applied when a customer requests that their meter be  
8 removed from service to be tested for accuracy by Measurement Canada. The fee is  
9 only applied in cases where the meter is found to be recording within acceptable  
10 tolerances. In the event that the meter is found to be recording outside of  
11 acceptable tolerances, no fee is charged to the customer. The current fee is \$35 for  
12 residential meters and \$135 for commercial meters, as outlined in the Miscellaneous  
13 Charges for Service in Section XI. of the Ts & Cs (page 51 of Appendix 12.1).  
14

15 The breakdown of costs associated with Meter Tests for both Gas and Electric  
16 services is provided in Figures 12.3 and 12.4 respectively:  
17  
18

**Figure 12.3: Gas Meter Dispute Costs**

|   |                         |
|---|-------------------------|
| <b>Gas Meter Dispute Costs</b>  |                         |
| Meter Exchange Process rate x hours   | \$89 x 1.02 hrs = \$91  |
| Meter Dispute Process rate x hours  | \$87 x 1.25 hrs = \$109 |
| Meter Dispute Process Admin rate x hours  | \$63 x 1.25 hrs = \$79  |
| Meter Dispute hours include Shipping and Receiving, Administrative process and the Actual Test itself |                         |
| <b>Total Cost</b>   |                         |
| Labour  | \$279                   |
| Billing Surcharge (49%)   | \$136                   |
| <b>TOTAL</b>  | <b>\$415</b>            |

1 **Figure 12.4: Electric Meter Dispute Costs**

| <b>Electric Meter Dispute Costs</b>   |                         |
|---|-------------------------|
| Meter Exchange Process rate x hours   | \$103 x 0.55 hrs = \$57 |
| Meter Dispute Process rate x hours  | \$87 x 0.75 hrs = \$65  |
| Meter Dispute Process Admin rate x hours  | \$63 x 1.25 hrs = \$79  |
| Meter Dispute hours include Shipping and Receiving, Administrative process and the Actual Test itself |                         |
| <b>Total Cost</b>   |                         |
| Labour  | \$201                   |
| Billing Surcharge (49%)   | \$98                    |
| <b>TOTAL</b>  | <b>\$299</b>            |

2

3 Similar to the Reconnect Fee, the vast majority of meter disputes that are completed  
4 by Manitoba Hydro are related to electric meters. In January 2018, Manitoba Hydro  
5 made adjustments to the Meter Test Fee charged to test electric meters as the fee  
6 assessed for this activity was significantly out of date. The new fees are \$110 for  
7 residential meter disputes and \$220 for commercial meter disputes. The Meter Test  
8 Fee was set below the actual costs of the electric dispute process to ensure that  
9 customers who believe there is a problem with the meter at their property do not  
10 face a fee so high that it acts as a deterrent to having the test performed. Centra is  
11 proposing to increase the meter test fee for gas meters to bring it back into  
12 alignment with the fee for electric meters. The proposed meter test fees have been  
13 updated in the Miscellaneous Charges for Service of the Ts & Cs on page 51 of  
14 Appendix 12.1.

15

16 **12.4 CHANGES TO LATE PAYMENT CHARGES**

17

18 Section IV D) 5) a) of Centra's current approved Ts & Cs provides for Late Payment  
19 Charges ("LPCs") to be applied to accounts that are unpaid at the time of the next  
20 bill being issued. Centra's currently approved LPC is 1.25% per month, as outlined in  
21 the Miscellaneous Charges for Service in Section XI. of the Ts & Cs (page 50 of  
22 Appendix 12.1). This rate was last approved in 2000, in Order 154/00, to align  
23 Centra's late payment charge rate with that of Manitoba Hydro.

24

1 Since the LPC of 1.25% was established in 2000, the majority of relevant local  
2 comparators have changed their LPCs such that Centra and Manitoba Hydro now  
3 have the lowest LPC in the majority of markets they serve. The local comparators are  
4 provided below in Figure 12.5.

5  
6

**Figure 12.5 Local Comparators LPCs**

| <b>Company</b>            | <b>Rate per month</b>                |
|---------------------------|--------------------------------------|
| Bell MTS                  | 2.50%                                |
| Shaw                      | 2.00%                                |
| City of Winnipeg Water    | 1.50%                                |
| City of Brandon Water     | 1.25%                                |
| Telus                     | 2.00%                                |
| Rogers                    | 2.00%                                |
| Bell                      | 3.00%                                |
| Manitoba Public Insurance | \$20 per vehicle, per missed payment |

7

8 Manitoba Hydro has been cautious to propose raising the LPC out of concern the  
9 impact such a change could have on low income customers. Since at least 2015,  
10 Manitoba Hydro has placed increased emphasis on having its Credit Representatives  
11 identify low income customers and apply discretion in waiving LPCs to assist these  
12 customers in bringing their accounts back to current status. As a result, LPC revenue  
13 as a percentage of General Consumers Revenue has fallen from 0.27% for gas and  
14 0.30% for electric to 0.20% and 0.25% respectively.

15

16 Further, Bill Affordability Research completed by PRA in 2016 showed that 83% of  
17 customers in arrears are not considered energy poor using a 6% of income energy  
18 burden threshold and 94% of customers in arrears are not considered energy poor  
19 using a 10% of income threshold. The proposed increase in the LPC while continuing  
20 to waive LPCs for these customers, will allow Centra to recover a portion of its costs  
21 related to delinquent accounts.

22

23 Increasing the LPC to 1.5% per month is expected to result in an increase in LPC  
24 revenue such that the LPC revenue will return to the 0.25% range for the gas  
25 operations. This change is reflected in the Miscellaneous Charges for Service section  
26 of the Ts & Cs (page 50 of Appendix 12.1).

27

1 **12.5 EQUIPMENT PROBLEM PROGRAM**

2  
3 The Equipment Problem Program (“EPP”), formerly known as Burner Tip, has been a  
4 service offered by Centra since the early 1990s. For all calls received under the EPP,  
5 Centra completes a diagnosis on the problem, makes immediate safety repairs,  
6 provides operating advice and makes referrals to heating dealers for more  
7 significant and complex repairs. As part of this program, Centra also responds to “no  
8 heat” calls in critically cold weather, completes some repairs and eliminates the  
9 health risk associated with no heat.

10  
11 The Terms and Conditions of Centra’s EPP are set out under “Other Services”  
12 (Section IV. E) c)) of Centra’s Ts & Cs as follows:

13 *Provide safety inspections, safety related adjustments and/or repairs*  
14 *to the natural gas burning portion of stoves, ranges, and all primary*  
15 *space and water heating residential and commercial appliances under*  
16 *400,000 Btu/h (422 MJ/h). This includes, but is not limited to, repair of*  
17 *minor gas leaks, and the adjustment and replacement of controls and*  
18 *control parts. The Small General Class Customer will be responsible for*  
19 *the cost of parts. All other Customers will be responsible for the cost*  
20 *of parts and labour.*

21  
22 Centra continues to offer the EPP to its customers, consistent and fully compliant  
23 with the original intent of the program as summarized in Order 49/95, and as set  
24 forth above in the corresponding term and condition of service last reviewed and  
25 approved by the PUB at Centra’s 2013/14 General Rate Application.

26  
27 Centra is not proposing any changes to the EPP or the related terms and conditions  
28 of the program as part of this Application. By way of a further informational update  
29 on the EPP, in 2009, new regulations required that all new furnaces installed in the  
30 Province of Manitoba meet high efficiency standards. This change has resulted in  
31 greater complexity and variety in the equipment utilizing proprietary parts. Centra  
32 continues to respond to all customer calls under the EPP to ensure safety and to  
33 diagnose the problem, which may include referrals to heating dealers who specialize

1 the equipment requiring service. Workload trends and resource requirements of the  
2 EPP are provided in Appendix 12.4 of Tab 12.

3

4 **12.6 COMPANY LABOUR RATES**

5

6 Centra is requesting approval of the hourly activity rates for the chargeable services  
7 listed in Appendix 12.3 – Terms and Conditions Schedule of Company Labour Rates.

8

9 In the 2013/14 General Rate Application, Centra used annual internal activity rates,  
10 plus an external billable overhead (“EBO”), to derive company labour rates for third  
11 party billings. Centra is proposing to use a 5-year moving average of internal activity  
12 rates as compared to the annual internal activity rate. The 5-year moving average  
13 methodology provides general pricing without year-over-year volatility that may  
14 occur due to annual variations in the mix of employee rates and/or chargeable time.  
15 The average rate is then increased by the current EBO (49%). EBO includes cost  
16 components removed from activity rates and common overhead as a result of the  
17 transition to IFRS. To appropriately recover the costs incurred in providing the  
18 service, the utility now includes these costs in the form of EBO.

19

20 The application of a 5-year moving average is consistent with the Reconnect Fee and  
21 Meter Test fees shown in Sections 12.2 and 12.3 of Tab 12 and the rates in the  
22 electric Customer Service Quotation Schedule.

23

24 The Gas Pipeline Operational Services rate has been eliminated as it was specific to  
25 the contract with Centra Transmission Holding Inc. for routine gas pipeline station  
26 inspection tasks and the contract has been terminated.