

## SUBMISSION COVER SHEET

**IMPORTANT:** Check box if Confidential Treatment is requested

Registered Entity Identifier Code (optional): \_\_\_\_\_

Organization: \_\_\_\_\_

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**Organization Rules and Rule Amendments**

Certification	§ 40.6(a)
Approval	§ 40.5(a)
Notification	§ 40.6(d)
Advance Notice of SIDCO Rule Change	§ 40.10(a)
SIDCO Emergency Rule Change	§ 40.10(h)

Rule Numbers: \_\_\_\_\_

**New Product**                                      Please note only ONE product per Submission.

Certification	§ 40.2(a)
Certification Security Futures	§ 41.23(a)
Certification Swap Class	§ 40.2(d)
Approval	§ 40.3(a)
Approval Security Futures	§ 41.23(b)
Novel Derivative Product Notification	§ 40.12(a)
Swap Submission	§ 39.5

Official Product Name: \_\_\_\_\_

**Product Terms and Conditions (product related Rules and Rule Amendments)**

Certification	§ 40.6(a)
Certification Made Available to Trade Determination	§ 40.6(a)
Certification Security Futures	§ 41.24(a)
Delisting (No Open Interest)	§ 40.6(a)
Approval	§ 40.5(a)
Approval Made Available to Trade Determination	§ 40.5(a)
Approval Security Futures	§ 41.24(b)
Approval Amendments to enumerated agricultural products	§ 40.4(a), § 40.5(a)
“Non-Material Agricultural Rule Change”	§ 40.4(b)(5)
Notification	§ 40.6(d)

Official Name(s) of Product(s) Affected: \_\_\_\_\_

Rule Numbers: \_\_\_\_\_

**ICE NGX CANADA INC.**  
**Rule Amendment Submission**  
**January 4, 2019**

1. The text of the amended provisions to the ICE NGX Canada Inc. ("ICE NGX") Contracting Party Agreement ("CPA") is appended as Attachment A. The CPA is part of ICE NGX's rulebook. Additions to the text are underlined and deletions are struck through.
2. The date of intended implementation for these amendments is January 21, 2019 or such later date as determined by ICE NGX.
3. Attached, please find a certification that: (a) these rule amendments comply with the Commodity Exchange Act (the "Act"), and the Commission's regulations thereunder; and (b) concurrent with this submission, ICE NGX posted on its website: (i) a notice of pending certification of the amendments with the Commission; and (ii) a copy of this submission.
4. A concise explanation and analysis of the operation, purpose, and effect of the amendments appears below.
5. There were no opposing views expressed regarding these amendments.
6. Confidential treatment is not requested.

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CONCISE EXPLANATION AND ANALYSIS OF THE OPERATION, PURPOSE, AND  
EFFECT OF THE RULE AMENDMENT AND ITS COMPLIANCE WITH APPLICABLE  
PROVISIONS OF THE ACT, INCLUDING CORE PRINCIPLES AND THE COMMISSION'S  
REGULATIONS THEREUNDER

Pursuant to Commission Rule 40.6(a)(7)(vi), the following is a concise explanation and analysis of the operation, purpose, and effect of the amendments to the ICE NGX CPA.<sup>1</sup>

ICE NGX is amending the CPA to correct certain omissions relating to certain existing physically-settled natural gas contracts with Eastern Canada delivery points.

As you will recall, Schedule "F" sets out the ICE NGX terms specific to physically-settled natural gas futures with delivery points in Canada. Schedule "F" is being amended to correct certain omissions relating to the following Eastern Canada delivery points:

- (a) TCPL Energir EDA;
- (b) TCPL Enbridge EDA;
- (c) TCPL Enbridge CDA;
- (d) TCPL East Hereford.

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<sup>1</sup> As a registered FBOT, ICE NGX has submitted with this 40.6 rule amendment self-certification a notification under Commission Rule 48.8(b)(ii)(A) of a material change to its rules (i.e., the CPA).

The changes relating to these Eastern Canada delivery points include specifying the force majeure provisions, defining relevant terms, and making non-significant corresponding changes.

ICE NGX is also making non-significant revisions to Schedule “F” to update certain delivery point names and correct section numbering.

The amendments comply with Core Principle E – Settlement Procedures as the amendments (a) form part of ICE NGX’s rules that clearly state ICE NGX’s obligations with respect to physical delivery and (b) help ensure that ICE NGX identifies and manages each risk arising from any of its obligations relating to physical deliveries at the four Eastern Canada delivery points listed above. The amendments also comply with Core Principle D – Risk Management, as the amendments enhance ICE NGX’s ability to manage the risks associated with discharging ICE NGX’s responsibilities as derivatives clearing organization. Specifically, the amendments clarify ICE NGX’s ability to determine a force majeure at the four Eastern Canada Delivery points listed above.

No opposing views were expressed in relation to the amendments. The amendments to the CPA are set out in Attachment A; additions are underlined and deletions are struck through.

**CERTIFICATIONS PURSUANT TO SECTION 5c OF THE COMMODITY EXCHANGE ACT, 7  
U.S.C. §7A-2 AND COMMODITY FUTURES TRADING COMMISSION RULE 40.6, 17 C.F.R.  
§40.6**

I hereby certify that:

- (1) the amended provisions of the Contracting Party Agreement comply with the Commodity Exchange Act, and the Commodity Futures Trading Commission's regulations thereunder; and
- (2) concurrent with this submission, ICE NGX Canada Inc. posted on its website: (a) a notice of pending certification of these rules with the Commission; and (b) a copy of this submission.

*"original signed by"*

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By: Steve Lappin  
Title: President  
Date: January 4, 2019

## ATTACHMENT A

[Note: Insertions are underlined, deletions are struck through.]

### CHANGES TO SCHEDULE “F” – PHYSICALLY SETTLED GAS FUTURES – CANADIAN DELIVERY POINTS

#### 40.11. FORCE MAJEURE

##### D. EASTERN CANADA DELIVERY POINTS

###### a. A force majeure event will exist:

- i. if TCPL curtails, interrupts or prorates firm transportation service for all customers holding TCPL firm Transportation capacity on the TCPL Canadian Mainline System at the TCPL Niagara, TCPL Chippawa, TCPL Iroquois, TCPL Emerson Great Lakes, TCPL North Bay Junction, TCPL Energir EDA, TCPL Enbridge EDA, TCPL Enbridge CDA, TCPL East Hereford or TCPL St. Clair Delivery Points; or
- ii. at the TCPL Niagara Delivery Point, if TGP curtails, interrupts or prorates firm transportation service for all customers holding TGP firm transportation capacity at the TCPL Niagara Delivery Point; or
- iii. at the TCPL Chippawa Delivery Point, if Empire curtails, interrupts or prorates firm transportation service for all customers holding Empire firm service at the TCPL Chippawa Delivery Point;
- iv. at the TCPL Iroquois Delivery Point, if IGTS curtails, interrupts or prorates firm transportation service for all customers holding IGTS firm service at the TCPL Iroquois Delivery Point; or
- v. at the TCPL Emerson Great Lakes or TCPL St. Clair Delivery Points, if Great Lakes curtails, interrupts or prorates firm transportation service for all customers holding Great Lakes firm service at the TCPL Emerson Great Lakes or TCPL St. Clair Delivery Point;
- vi. at the TCPL Enbridge CDA Delivery Point, if Enbridge curtails, interrupts or prorates firm transportation service for all customers holding Enbridge firm transportation capacity at the Enbridge CDA Delivery Point;
- vii. at the TCPL Enbridge EDA Delivery Point, if Enbridge curtails, interrupts or prorates firm transportation service for all customers holding Enbridge firm transportation capacity at the Enbridge EDA Delivery Point;
- viii. at the TCPL Energir EDA Delivery Point, if Energir curtails, interrupts or prorates firm transportation service for all customers holding Energir firm transportation capacity at the TCPL Energir EDA Delivery Point; or

- ix. at the TCPL East Hereford Delivery Point, if PNGTS curtails, interrupts or prorates firm transportation service for all customers holding PNGTS firm transportation capacity at the TCPL East Hereford Delivery Point or if Energir curtails, interrupts or prorates firm transportation service for all customers holding Energir firm transportation capacity at the TCPL East Hereford Delivery Point.
- b. On any day that force majeure exists at the TCPL Niagara, TCPL Chippawa, TCPL Iroquois, TCPL Emerson Great Lakes, TCPL North Bay Junction, TCPL Energir EDA, TCPL Enbridge EDA, TCPL Enbridge CDA, TCPL East Hereford or TCPL St. Clair Delivery Point, the Contracting Parties' obligation to take or deliver gas pursuant to all Physically Settled Gas Futures Transactions with a Delivery Point at the TCPL Niagara, TCPL Chippawa, TCPL Iroquois, TCPL Emerson Great Lakes, TCPL North Bay Junction, TCPL Energir EDA, TCPL Enbridge EDA, TCPL Enbridge CDA, TCPL East Hereford or TCPL St. Clair Delivery Point shall be reduced by the same percentage as the curtailment, interruption or allocation for that day at that Delivery Point. Any Physically Settled Gas Futures Products affected by the force majeure event may be halted from trading for the duration of the force majeure.

15. DEFINITIONS

- i. "Chippawa Delivery Point" or "TCPL Chippawa Delivery Point" means the interconnection between TCPL Canadian Mainline System and Empire near Chippawa, Ontario;
- m. "Eastern Canada Delivery Points" collectively, means the TCPL Chippawa Delivery Point, TCPL Niagara Delivery Point, TCPL Iroquois Delivery Point, TCPL North Bay Junction Delivery Point, TCPL Energir EDA Delivery Point, TCPL Enbridge EDA Delivery Point, TCPL Enbridge CDA Delivery Point, TCPL East Hereford Delivery Point, TCPL St. Clair Delivery Point and the TCPL Emerson Great Lakes Delivery Point;
- n. "Emerson Great Lakes Delivery Point" or "TCPL Emerson Great Lakes Delivery Point" means the interconnection between TCPL Canadian Mainline System and Great Lakes near Emerson, Manitoba;
- q. "Enbridge System" means the natural gas distribution service operated by Enbridge Gas Distribution in the Greater Toronto Area, the Niagara Peninsula, Barrie, Midland, Peterborough, Brockville, Ottawa, Gatineau, and other Ontario communities;
- r. "Energir System" means the pipeline system operated by Energir L.P.;
- pp. "Iroquois Delivery Point" or "TCPL Iroquois Delivery Point" means the interconnection between TCPL Canadian Mainline System and IGTS, also referred to as Waddington;
- yy. "Niagara Delivery Point" or "TCPL Niagara Delivery Point" means the interconnection between TCPL Canadian Mainline System and TGP near Niagara Falls, Ontario;
- ccc. "PNGTS" means Portland Natural Gas Transmission System;

- iii. “St. Clair Delivery Point” or “TCPL St. Clair Delivery Point” means a location on the TCPL Canadian Mainline System near St. Clair, Ontario and as defined in the TCPL Terms and Conditions TCPL Canadian Mainline Gas Transportation Tariff;
- mmm. “TCPL East Hereford” means a delivery point on the TCPL Mainline System that is an interconnection with PNGTS and as defined in the TCPL Canadian Mainline Gas Transportation Tariff;
- nnn. “TCPL Enbridge CDA Delivery Point” means the interconnection between TCPL Mainline System and the Enbridge System for the Central Delivery Area of the Enbridge System and as defined in the TCPL Canadian Mainline Gas Transportation Tariff;
- ooo. “TCPL Enbridge EDA Delivery Point” means the interconnection between TCPL Canadian Mainline System and the Enbridge System for the Eastern Delivery Area of the Enbridge System and as defined in the TCPL Canadian Mainline Gas Transportation Tariff;
- ppp. “TCPL Energir EDA Delivery Point” means the interconnection between TCPL Canadian Mainline System and the Energir System and as defined in the TCPL Canadian Mainline Gas Transportation Tariff;

*[Note: Subsequent paragraphs will be renumbered to reflect the insertion of the new defined terms.]*