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File 21884

June 17, 2013

VIA E-Mail and RESS FILING

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Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
2300 Yonge Street
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Toronto ON M4P 1E4

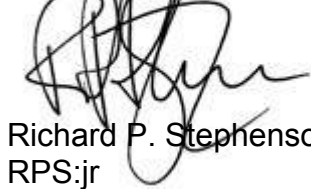
Dear Ms. Walli

**Re: Notice of Applications and Hearing
Application by B2M Limited Partnership for an Electricity Transmitter
Licence
Board File Nos. EB-2013-0078, EB-2013-0079 and EB-2013-0080**

Enclosed are the written interrogatories of the PWU in respect of this proceeding.

Yours very truly,

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP



Richard P. Stephenson
RPS:jr
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HONORARY COUNSEL

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EB-2013-0078
EB-2013-0079
EB-2013-0080

IN THE MATTER OF the *Ontario Energy Board Act, 1998*,
S.O. 1998, c. 15, (Schedule B);

AND IN THE MATTER OF application by B2M Limited
Partnership for an electricity transmitter licence pursuant to
section 60 of the *Ontario Energy Board Act, 1998*;

AND IN THE MATTER OF an application by Hydro One
Networks Inc. for leave to sell certain transmission assets
to B2M Limited Partnership under section 86(1)(b) of the
Ontario Energy Board Act, 1998;

AND IN THE MATTER OF an application by SON LP CO.
for leave to acquire up to a 30% partnership interest in B2M
Limited Partnership under section 86(2) of the *Ontario*
Energy Board Act, 1998.

Power Workers' Union's Interrogatories

PWU-1

Who appoints officers and directors of Hydro One B2M Holdings Inc., B2M GP Inc. and Hydro One B2M LP Inc.?

PWU-2

Are the above entities wholly owned subsidiaries of Hydro One Networks Inc.?

PWU-3

Where is the head office of Hydro One B2M Holdings Inc., B2M GP Inc., Hydro One B2M LP Inc. and the B2M Limited Partnership?

PWU-4

To the extent that the above entities will hold debt or are capable of holding debt, is that debt guaranteed by Hydro One Networks Inc. or another Hydro One affiliate?

PWU-5

To the extent that there are capital calls or additional financing required by any of the subsidiaries, will Hydro One Networks Inc. or another Hydro One affiliate provide that capital or additional financing?

PWU-6

Who employs the employees who currently maintain, service or otherwise are responsible for the transmission line which is the subject of this Application? What are the general categories of work that these employees engage in with respect to the transmission line in question?

PWU-7

Assuming that this Application is approved:

- a. Which entity will decide when work needs to be done on the transmission line which is the subject of this Application?
- b. Which entity will determine or estimate the annual budget for annual operating, maintenance and capital improvement? Which entity will provide the annual operating plan? What will happen in the event of cost overruns?

PWU-8

Is there any agreement or understanding between Hydro One and any of its affiliates and Hydro One B2M Holdings Inc., B2M GP Inc. and Hydro One B2M LP Inc. which would prevent these entities from hiring their own employees or engaging contractors?

PWU-9

Will any of these entities or the B2M Limited Partnership have direct hire employees? If so, who will hire these employees? Please provide examples of the numbers and positions of any such employees.

PWU-10

Article 2.1 of the Agreement for Operations Services and Management service between Hydro One Networks and Bruce-to-Milton GPco. states that HONI shall be the exclusive supplier of Operations Services to B2M LP. Does that mean that B2M Limited Partnership cannot hire its own employees or engage contractors to provide services? Does that mean that Hydro One Networks will provide those services with its own employees or by using contractors?

PWU-11

What type of Operations Services will be provided pursuant to the Agreement? Please provide significant examples.

PWU-12

Whose equipment will be used to provide these Operations Services? Who will direct the work of the employees?

PWU-13

Article 9.1 of the Agreement indicates that the Agreement has an initial term of five years. Article 9.2 states that either party may terminate the Agreement at the end of a five year term with at least 12 months' written notice. Are there any other agreements between the parties to provide operations services? Are there any other entities contracted to provide operations services to B2M Limited Partnership?

PWU-14

Can Hydro One sell or otherwise convey its interest in the B2M Limited Partnership to an arms length party? And if so, on what terms and with what restrictions?