

January 15, 2013

Filed on RESS

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
27th Floor
2300 Yonge Street
Toronto ON M4P 1E4



Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

F: +1 416.216.3930
nortonrosefulbright.com

John Beauchamp
+1 416.216.1927
John.Beauchamp@nortonrosefulbright.com

Assistant
+1 416.216.2322
Devka.Sakhrani@nortonrosefulbright.com

Your reference
EB-2013-0365

Our reference
01015413-0038

Dear Ms. Walli:

**Union Gas Limited – 2014 Rates Application (EB-2013-0365)
Association of Power Producers of Ontario (“APPrO”)**

Please find attached the information requests of APPrO for the above-noted proceeding.

Please do not hesitate to contact me should you have any questions or concerns.

Yours very truly,

Original signed by

John Beauchamp
Associate

JB/mnm

Enclosure

Cop(y/ies) to: interested parties

[DOCSTOR: 2910219\1](#)

Norton Rose Fulbright Canada LLP is a limited liability partnership established in Canada.

Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright South Africa (incorporated as Deneys Reitz Inc) and Fulbright & Jaworski LLP, each of which is a separate legal entity, are members of Norton Rose Fulbright Verein, a Swiss Verein. Details of each entity, with certain regulatory information, are at nortonrosefulbright.com. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients.

EB-2013-0365 – Union Gas 2014 Rate Case

Interrogatories from APPrO to Union Gas

January 15, 2014

Question: 1

Reference: Application Exhibit A Tab 4

Preamble: Union is proposing to transition the customer's delivery obligation to deliver volumes from Parkway to Dawn. Union indicates that:

"With the exception of unbundled customers, this delivery obligation is required every day of the year unless otherwise agreed to by Union".

- a) Please list the rate classes that Union considers as unbundled for the above noted purpose.
- b) Union has in the past agreed to relax the requirement for Parkway deliveries during periods that Parkway deliveries were not required for direct purchase customers that are not unbundled. Given that these volumes will be transitioned to Dawn, the Dawn-Parkway transmission constraint will no longer exist as a constraint to require deliveries at Parkway. For those obligated volumes that have been moved to Dawn, please indicate if Union's delivery policy would allow a semi-unbundled customer an automatic right to suspend a portion of its obligated volume on any day without further authorization from Union. For purposes of this question, the portion that a customer could opt to suspend is described in the equation below:

$$\text{Suspension Volume} = \text{Obligated Delivery Volume} + \text{Net Customer's Storage Withdrawals} - \text{Consumption}$$

Please explain your rationale.

Question: 2

Reference: Application Exhibit A Tab 4 page 4 Table 1

Preamble: Union provides a schedule that illustrates the phasing out the Parkway obligated volumes based on capacity turnback. APPrO would like to better understand the nature of the capacity being turned back.

- a) For the volumes illustrated in line 3, does Union have firm commitments from these shippers to return this capacity to Union at the times indicated? Is there a risk that this capacity will not become available as illustrated? Please Explain.

- b) In the event that the OEB does not approve the Brantford to Kirkwall Project (EB-2013-0074), or other expansion projects downstream of Parkway are not approved, how will the Parkway transition schedule be impacted?
- c) Union indicates that the transition to Dawn will be facilitated by infranchise customers turning back M12 capacity. In the event that such a customer was to opt not to turn their M12 capacity back to Union, please describe the implications to the transition plan in Table 1.
- d) In the event that not all volumes have been transitioned to Dawn by 2019 for reasons of less than expected capacity turnback, or new customers coming on line during this transition period, what are Union's intentions to the balance of these volumes after 2019?
- e) How will future open seasons and demand for greater Dawn-Parkway capacity for exfranchise customers impact the proposed allocation of turnback capacity to transition the obligation to Dawn?