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Our File No. 143687

VIA RESS, EMAIL AND COURIER

Ontario Energy Board
2300 Yonge Street, 27th Floor
Toronto, Ontario
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Attention: Kirsten Walli,
Board Secretary

Dear Ms. Walli:

**Re: Union Gas Limited
Board File No. EB-2014-0154**

Pursuant to Procedural Order No. 1, attached please find the Interrogatories of BOMA.

If you have any questions about any of these Interrogatories, please call me.

Yours truly,

FOGLER, RUBINOFF LLP

Thomas Brett

TB/dd

Encl.

cc: All Parties

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

AND IN THE MATTER OF an Application by Union Gas Limited for an order or orders approving a one-time exemption from Union Gas Limited's approved rate schedules to reduce certain penalty charges applied to direct purchase customers who did not meet their contractual obligations.

INTERROGATORIES OF
BUILDING OWNERS AND MANAGERS ASSOCIATION, GREATER TORONTO
("BOMA")

June 2, 2014

**UNION GAS LIMITED
EB-2014-0154**

**BOMA
INTERROGATORIES**

Ref: Letter of OEB to Union dated April 9, 2014

Context

Interrogatory #1 – General

Union states that over 95% of its customers met their contractual obligations.

- (a) Please provide a copy of Union's reply to the Board's letter.
- (b) How many T1/T2/Rate 25 customers did not meet their contractual obligations in February and/or March 2014? What were volumes not provided by each of those customers?

Interrogatory #2 – Bundled-T Customers

- (a) Please provide the information requested in paragraphs 3 and 4 of the Board's letter in respect of Bundled-T service customers who did not meet their 2013-2014 winter contractual balancing obligations.
- (b) How many Bundled-T customers did not meet these obligations in February and/or March 2014?
- (c) What was the volumetric breakdown of these customers by rate class?

- (d) What price did Union charge those customers (pay for) the gas necessary to balance their obligations?

Interrogatory #3 – Impact on Ratepayers

- (a) Please confirm that the net revenues from the penalty charges, that is, penalty revenues less incremental Union cost to purchase and transport are credited to ratepayers, and how that is done, and allocated.
- (b) Please show how the foregone revenue from the proposed reduction in penalty charges will impact ratepayers by rate class.

Interrogatory #4 – Components of Penalty

- (a) BOMA understands that the penalties assessed to T1/T2/Rate 25 customers who did not meet their contractual commitments in February and/or March 2014 reflected a combination of storage "overrun charges" and Union's incremental commodity purchases.
- (b) Please show separately how each component of those two is calculated, based on the T1, T2, and Rate 25 rate schedules in effect in February/March 2014 and the current version of the Bundled-T contract, respectively. If the penalty exceeds Union's unit cost for its remedial action, please explain the difference.
- (c) Please explain the last sentence of the Unauthorized Storage Space part of Rate T1 (page 5 of 7):

"If the customer has contracted to provide its own deliverability inventory, the zero inventory level shall be deemed to be twenty percent (20%) of the Annual Firm Storage Space."