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August 7, 2014

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street, 27 Floor
Toronto, ON M4P 1E4

Filed electronically

Attention: Ms. Kirsten Walli
Board Secretary

Dear Ms. Walli:

Subject: Union Gas Limited (Union). – Reduce Certain Penalty Charges Applied to its Direct Purchase Customers
OEB File No. EB-2014-0154
TransCanada Energy Ltd. (TCE)
Intervener Evidence

In accordance with the requirements in Procedural Order No. 3 dated July 29, 2014, please find attached TCE's Intervener Evidence.

Yours truly,
TransCanada Energy Ltd.

Original signed by

Janine Watson
Associate General Counsel
Energy Law

Attachment

ONTARIO ENERGY BOARD
EB-2014-0154

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 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.

TRANSCANADA ENERGY LTD.
EVIDENCE

August 7, 2014

SECTION 1: INTRODUCTION

On April 3, 2014 Union Gas Limited ("Union") filed a letter (the "Application") requesting an order approving a one-time exemption from its approved rate schedules to reduce certain penalty charges. These charges were applied to direct purchase customers who did not meet their contractual obligations during the months of February and March 2014.

In the Application, Union states that due to the exceptional winter conditions in 2014 it is prepared to make two changes to its Supplementary Inventory Charges to Rate T1 and T2 customers, and its Unauthorized Overrun Charges to Rate 25 customers (generically referred to as the "Penalty Charges"). First, Union is prepared to limit the billing of the Penalty Charges to the highest spot cost of gas at Dawn in the month in which the gas was sold (it will not consider the highest spot cost in the month following). Second, Union will reduce the Penalty Charge from the highest spot cost to the second highest spot cost during the applicable month (which is $50.50/GJ for February 2014, and $52.04/GJ for March 2014).

TransCanada Energy Ltd. ("TCE") is a Rate T2 customer of Union and was levied a Supplementary Inventory Charge by Union in the amount of $78.73/GJ. The total quantum of the Supplementary Inventory Charge is approximately $4.3 million. TCE does not deny that its gas storage levels fell below zero on March 16 and 17, 2014, nor does it suggest that it should not be assessed a penalty for failing to meet its delivery obligations. The sole issue that TCE is concerned with in this proceeding is that the penalty assessed for Supplemental Inventory should not be unreasonable, as directed by the Board in RP-2001-0029[1].

SECTION 2: ASSESSMENT OF A REASONABLE CHARGE

TCE agrees with Union that the winter of 2014 was extraordinary, and that due to the extreme conditions a reduction in the Supplementary Inventory Charge is warranted[2].

TCE is not advocating a change to the methodology for calculating the Penalty Charges (which can be dealt with at a subsequent Union rate proceeding). Nor is TCE disputing the underlying rationale of a Supplementary Inventory Charge, which is to provide an incentive for customers to meet their balancing obligations[3]. TCE is taking the position that the operation of the Board-approved methodology for setting the Penalty Charges, in the extreme circumstances of February and March 2014, does not produce a reasonable charge.

Union indicates that the Supplementary Inventory Charge for Rates T1 and T2 was approved by the Board in Union's 2002 rates proceeding (RP-2001-0029)[4]. That is not entirely accurate – certainly the specific rate of $78.73/GJ was not approved. Rather, the Board merely approved a

[1] RP-2001-0029, para. 6.96.
[2] Union Application, April 3, 2014; Letter from Union to OEB, April 10, 2014, Q&A 2; and Exhibit B.Kitchener 1(b)
[3] RP-2001-0029, para. 6.96.
[4] Union response to TCE.1(a).

methodology for establishing the rate and in so doing, required that the magnitude of the penalties assessed using the rate not be unreasonable[5].

At best, what the Board approved could be described as an indeterminate rate, which would vary from time to time depending upon external factors. As Union acknowledges, these external factors experienced extraordinary conditions in February and March 2014[6]. The impact of those extraordinary conditions on the methodology was that it yielded an exorbitant Supplementary Inventory Charge that, in TCE's view, is not reasonable.

The fact that Union has come forward with an application to voluntarily reduce that Supplementary Inventory Charge amounts in principle to an admission that the $78.73/GJ rate yielded by the approved methodology was excessive. However, the question is not simply whether to approve the reduction to $50.50/GJ or $52.04/GJ but rather, as noted above, what a reasonable penalty charge would be in light of the anomalous external factors.

It is TCE's position that arbitrarily picking the second highest price at Dawn during such an extreme winter results in a charge that is no better, and remains unreasonably high.

TCE is of the view that, in the circumstances, there is a more appropriate, principled basis for establishing the Penalty Charges that: (a) better respects the underlying rationale for the Penalty Charge; (b) has been utilized by the Board elsewhere; and (c) results in Penalty Charges that are reasonable in the circumstances.

The methodology approved in RP-2001-0029 was intended to address situations in which a shipper was better off incurring a penalty than securing gas in the spot market to meet its daily obligations. The purpose of the new methodology was to eliminate the potential benefit of taking such an approach relative to the other alternative, i.e. paying the prevailing market price on that day. Therefore, it is logical that a penalty that reflects market prices on the day of the imbalance[7] would result in a reasonable alternative penalty in the circumstances.

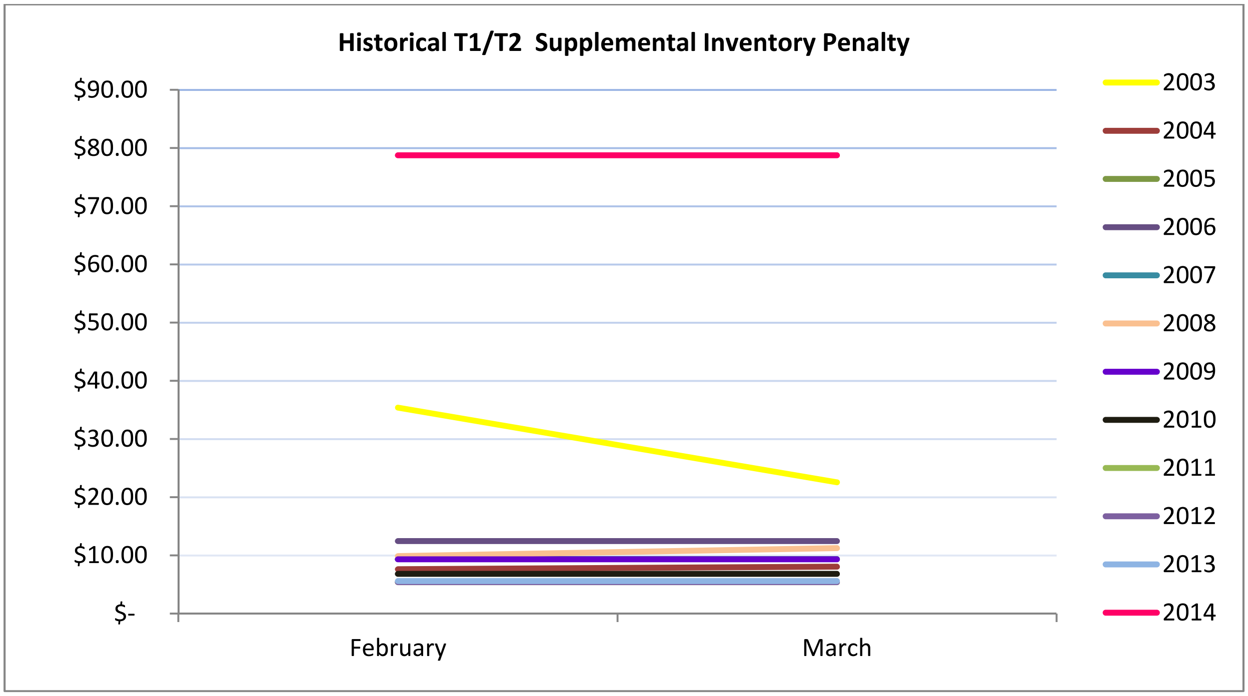
A methodology that incorporates the highest spot price on the date of the overrun has already been approved by the OEB in Enbridge Gas Distribution's Rate 125 for Unauthorized Supply Overrun. A copy of Rate 125 is attached to this evidence as Appendix "A". In the following section, TCE calculates the daily penalties yielded by the Enbridge methodology, which TCE suggests are reasonable given both the prevailing circumstances in February and March of 2014 and the inappropriate behaviour that both the Penalty Charges at issue in this proceeding and Rate 125 are intended to prevent.

[5] RP-2001-0029, para. 6.96
[6] Union Application, April 3, 2014; Letter from Union to OEB, April 10, 2014, Q&A 2; and Exhibit B.Kitchener 1(b)
[7] "Union argued that its proposal, by levying the penalty at the time of imbalance – thus strengthening the link "between the violation and the cost consequences" – and by **reflecting market prices at the time** (emphasis added) of the choice not to balance would provide sufficient incentives to ensure that the cost consequences arising from direct purchasers strategically choosing not to balance would not be visited on system gas customers", RP-2001-0029 Decision, September 20, 2002, page 26, sec. 2.63, 2.64 and 2.85

SECTION 3: SUPPORTING INFORMATION

In its response to interrogatory TCE.3, Union provided the historical (past 10 years) T1/T2 Supplemental Inventory charges for the months of February and March, which we have charted below (Figure 1). As is evidenced by the chart, the winter of 2014 was clearly an anomaly, resulting in extraordinarily high prices relative to other years.

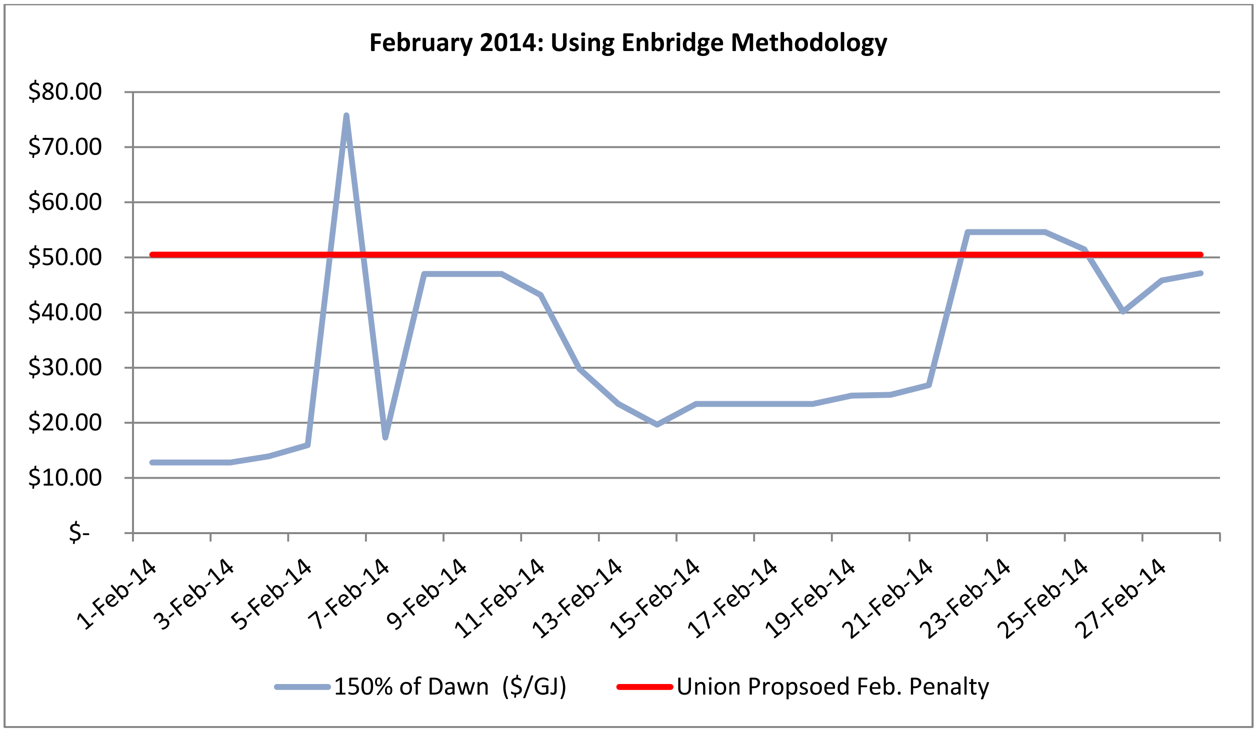
Figure 1: Union's Historical T1/T2 Supplemental Inventory Penalty



As stated in Section 2, the policy of connecting the level of the penalty charge to actual prices on the day that the penalty is incurred is the approach used in Enbridge's Rate 125 for Unauthorized Supply Overrun. Effectively, for any gas deemed to have been Unauthorized Overrun, the customer would be charged 150% of the highest price in effect for that day.

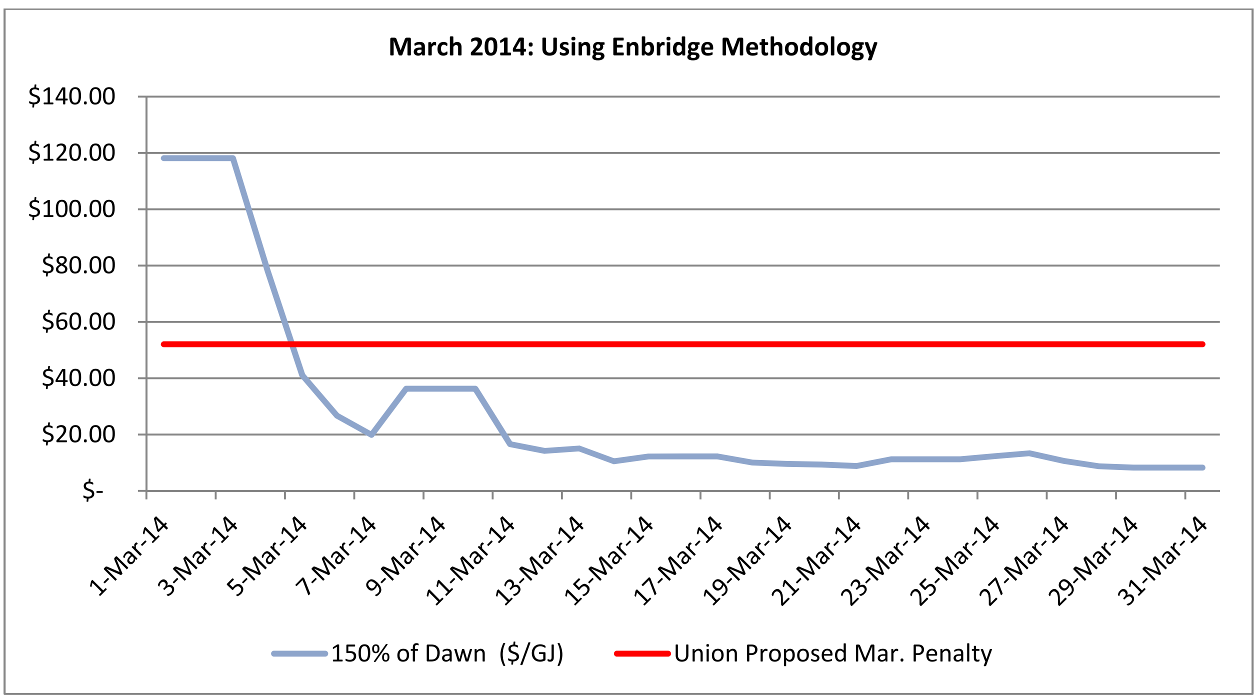
If Enbridge's Rate 125 methodology were used in lieu of the Union methodology, Union's daily penalty charges to its T1, T2 and Rate 25 customers would be as follows for February (Figure 2) and March (Figure 3):

Figure 2: 150% of Highest Price at Dawn (February 2014)



Source: NGX

Figure 3: 150% of Highest Price at Dawn (March 2014)



Source: NGX

TCE notes, based on Figures 2 and 3, that there would days in which the penalty applicable using this methodology would be higher than the Penalty Charges based on Union's existing methodology. However, TCE suggests that this is appropriate, because whether the magnitude is unreasonable can only be assessed relative to the spot price on the day that the shipper exceeded its storage volumes. If it was a high price day, then it is necessary to have a higher penalty to provide a disincentive for customers to breach their balancing obligations (by merely paying the penalty and avoiding higher gas costs).

APPENDIX A

Enbridge Gas Distribution: Rate 125

LARGE VOLUME RATES

Rate 125

Applicability

To any Applicant who enters into a Service Contract with the Company to use the Company's natural gas distribution network for the transportation, to a single terminal location ("Terminal Location"), of a specified maximum daily volume of natural gas. The maximum daily volume for billing purposes, Contract Demand or Billing Contract Demand, as applicable, shall not be less than 600,000 cubic metres. The Service under this rate requires Automatic Meter Reading (AMR) capability.

Character of Service

Service shall be firm except for events as specified in the Service Contract including force majeure.

For Non-Dedicated Service the monthly demand charges payable shall be based on the Contract Demand which shall be 24 times the Hourly Demand and the Applicant shall not exceed the Hourly Demand.

For Dedicated Service the monthly demand charges payable shall be based on the Billing Contract Demand specified in the Service Contract. The Applicant shall not exceed an hourly flow calculated as 1/24th of the Contract Demand specified in the Service Contract.

Distribution Rates

The following rates and charges, as applicable, shall apply for deliveries to the Terminal Location.

Monthly Customer Charge	**$500.00**

Demand Charge	
Per cubic metre of Contract Demand per month	9.0982 ¢/m³
Direct Purchase Administration Charge	$75.00
Forecast Unaccounted for Gas Percentage	0.6%

Monthly Minimum Bill: The Monthly Customer Charge plus the Monthly Demand Charge.

TERMS AND CONDITIONS OF SERVICE:

1. To the extent that this Rate Schedule does not specifically address matters set out in PARTS III and IV of the Company's **HANDBOOK OF RATES AND DISTRIBUTION SERVICES** then the provisions in those Parts shall apply, as contemplated therein, to service under this Rate Schedule.
2. **Unaccounted for Gas (UFG) Adjustment Factor:**
   The Applicant is required to deliver to the Company on a daily basis the sum of: (a) the volume of gas to be delivered to the Applicant's Terminal Location; and (b) a volume of gas equal to the forecast unaccounted for gas percentage as stated above multiplied by (a). In the case of a Dedicated Service, the Unaccounted for Gas volume requirement is not applicable.
3. **Nominations:**
   Customer shall nominate gas delivery daily based on the gross commodity delivery required to serve the customer's daily load plus the UFG. Customers may change daily nominations based on the nomination windows within a day as defined by the customer contract with TransCanada PipeLines (TCPL) or Union Gas Limited.
   Schedule of nominations under Rate 125 has to match upstream nominations. This rate does not allow for any more flexibility than exists upstream of the EGD gas distribution system. Where the customer's nomination does not match the confirmed upstream nomination, the nomination will be confirmed at the upstream value.
   Customer may nominate gas to a contractually specified Primary Delivery Area that may be EGD's Central Delivery Area (CDA) or EGD's Eastern Delivery Area (EDA). The Company may accept deliveries at a Secondary Delivery Area such as Dawn, at its sole discretion. Quantities of gas nominated

to the system cannot exceed the Contract Demand, unless Make-up Gas or Authorized Overrun is permitted.

Customers with multiple Rate 125 contracts within a Primary Delivery Area may combine nominations subject to system operating requirements and subject to the Contract Demand for each Terminal Location. For combined nominations the customer shall specify the quantity of gas to each Terminal Location and the order in which gas is to be delivered to each Terminal Location. The specified order of deliveries shall be used to administer Load Balancing Provisions to each Terminal Location. When system conditions require delivery to a single Terminal Location only, nominations with different Terminal Locations may not be combined.

The Company permits pooling of Rate 125 contracts for legally related customers who meet the Business Corporations Act (Ontario) ("OBCA") definition of "affiliates" to allow for the management of those contracts by a single manager. The single manager is jointly liable with the individual customers for all of their obligations under the contracts, while the individual customers are severally liable for all of their obligations under their own contracts.

4. **Authorized Demand Overrun:**

   The Company may, at its sole discretion, authorize consumption of gas in excess of the Contract Demand for limited periods within a month, provided local distribution facilities have sufficient capacity to accommodate higher demand. In such circumstances, customer shall nominate gas delivery based on the gross commodity delivery (the sum of the customer's Contract Demand and the authorized overrun amount) required to serve the customer's daily load, plus the UFG. In the event that gas usage exceeds the gas delivery on a day where demand overrun is authorized, the excess gas consumption shall be deemed Supply Overrun Gas.

   Such service shall not exceed 5 days in any contract year. Based on the terms of the Service Contract, requests beyond 5 days will constitute a request for a new Contract Demand level with retroactive charges. The new Contract Demand level may be restricted by the capability of the local distribution facilities to accommodate higher demand.

   Automatic authorization of transportation overrun over the Billing Contract Demand will be given in the case of Dedicated Service to the Terminal Location provided that pipeline capacity is available and subject to the Contract Demand as specified in the Service Contract.

   Authorized Demand Overrun Rate 0.30 ¢/m³

   The Authorized Demand Overrun Rate may be applied to commissioning volumes at the Company's sole discretion, for a contractual period of not more than one year, as specified in the Service Contract.

5. **Unauthorized Demand Overrun:**

   Any gas consumed in excess of the Contract Demand and/or maximum hourly flow requirements, if not authorized, will be deemed to be Unauthorized Demand Overrun gas. Unauthorized Demand Overrun gas may establish a new Contract Demand effective immediately and shall be subject to a charge equal to 120% of the applicable monthly charge for twelve months of the current contract term, including retroactively based on terms of Service Contract. Based on capability of the local distribution facilities to accommodate higher demand, different conditions may apply as specified in the applicable Service Contract. Unauthorized Demand Overrun gas shall also be subject to Unauthorized Supply Overrun provisions.

6. **Unauthorized Supply Overrun:**

   Any volume of gas taken by the Applicant on a day at the Terminal Location which exceeds the sum of:

   i. any applicable provisions of Rate 315 and any applicable Load Balancing Provision pursuant to Rate 125, plus
   ii. the volume of gas delivered by the Applicant on that day shall constitute Unauthorized Supply Overrun Gas.

   The Company may also deem volumes of gas to be Unauthorized Supply Overrun gas in other circumstances, as set out in the Load Balancing Provisions of Rate 125.

   Any gas deemed to be Unauthorized Overrun gas shall be purchased by the customer at a price (Pe), which is equal to 150% of the highest price in effect for that day as defined below*.

7. **Unauthorized Supply Underrun:**

   Any volume of gas delivered by the Applicant on any day in excess of the sum of:

   i. any applicable provisions of Rate 315 and any applicable Load Balancing Provision pursuant to Rate 125, plus
   ii. the volume of gas taken by the Applicant at the Terminal Location on that day shall be classified as Supply Underrun Gas.

   The Company may also deem volumes of gas to be Unauthorized Supply Underrun gas in other circumstances, as set out in the Load Balancing Provisions of Rate 125.

   Any gas deemed to be Unauthorized Supply Underrun Gas shall be purchased by the Company at a price (Pu) which is equal to fifty percent (50%) of the lowest price in effect for that day as defined below**.

* Where the price, P_e, expressed in cents / cubic metre is defined as follows:
$P_e = (P_m \times E_r \times 100 \times 0.03769 / 1.055056) \times 1.5$
P_m = highest daily price in U.S. \$/mmBtu published in the Gas Daily, a Platts Publication, for that day under the column "Absolute", for the Niagara export point if the terminal location is in the CDA delivery area, and the Iroquois export point if the terminal location is in the EDA delivery area.
E_r = Noon day spot exchange rate expressed in Canadian dollars per U.S. dollar for such day quoted

by the Bank of Canada in the following days Globe & Mail Publication.
1.055056 = Conversion factor from mmBtu to GJ.
0.03769 = Conversion factor from GJ to cubic metres.
** Where the price P_u expressed in cents / cubic metre is defined as follows:
$P_u = (P_l \times E_r \times 100 \times 0.03769 / 1.055056) \times 0.5$
P_l = lowest daily price in U.S. $/mmBtu published in the Gas Daily, a Platts Publication, for that day under the column "Absolute", for the Niagara export point if the terminal location is in the CDA delivery area, and the Iroquois export point if the terminal location is in the EDA delivery area.

Term of Contract

A minimum of one year. A longer-term contract may be required if incremental contracts/assets/facilities have been procured/built for the customer. Migration from an unbundled rate to bundled rate may be restricted subject to availability of adequate transportation and storage assets.

Right to Terminate Service:

The Company reserves the right to terminate service to customers served hereunder where the customer's failure to comply with the parameters of this rate schedule, including the load balancing provisions, jeopardizes either the safety or reliability of the gas system. The Company shall provide notice to the customer of such termination; however, no notice is required to alleviate emergency conditions.

LOAD BALANCING PROVISIONS:

Load Balancing Provisions shall apply at the customer's Terminal Location or at the location of the meter installation for a customer served from a dedicated facility. In the event of an imbalance any excess delivery above the customer's actual consumption or delivery less than the actual consumption shall be subject to the Load Balancing Provisions.

Definitions

Aggregate Delivery:

The Aggregate Delivery for a customer's account shall equal the sum of the confirmed nominations of the customer for delivery of gas to the applicable delivery area from all pipeline sources including where applicable, the confirmed nominations of the customer for Storage Service under Rate 316 or Rate 315 and any available No-Notice Storage Service under Rate 315 for delivery of gas to the Applicable Delivery Area.

Applicable Delivery Area:

The Applicable Delivery Area for each customer shall be specified by contract as a Primary Delivery Area. Where system-operating conditions permit, the Company, in its sole discretion, may accept a Secondary Delivery Area as the Applicable Delivery Area by confirming the customer's nomination of such area. Confirmation of a Secondary Delivery Area for a period of a gas day shall cause such area to become the Applicable Delivery Area for such day. Where delivery occurs at both a Terminal Location and a Secondary Delivery Area on a given day, the sum of the confirmed deliveries may not exceed the Contract Demand, unless Demand Overrun and/or Make-up Gas is authorized.

Primary Delivery Area:

The Primary Delivery Area shall be delivery area such as EGD's Central Delivery Area (CDA) or EGD's Eastern Delivery Area (EDA), or other Delivery Area as specified in the applicable Service Contract.

Secondary Delivery Area:

A Secondary Delivery Area may be a delivery area such as Dawn where the Company, at its sole discretion, determines that operating conditions permit gas deliveries for a customer.

Actual Consumption:

The Actual Consumption of the customer shall be the metered quantity of gas consumed at the customer's Terminal Location or in the event of combined nominations at the Terminal Locations specified.

Net Available Delivery:

The Net Available Delivery shall equal the Aggregate Delivery times one minus the annually determined percentage of Unaccounted for Gas (UFG) as reported by the Company.

Daily Imbalance:
The Daily Imbalance shall be the absolute value of the difference between Actual Consumption and Net Available Delivery.

Cumulative Imbalance:
The Cumulative Imbalance shall be the sum of the difference between Actual Consumption and Net Available Delivery since the date the customer last balanced or was deemed to have balanced its cumulative imbalance account.

Maximum Contractual Imbalance:
The Maximum Contractual Imbalance shall be equal to 60% of the customer's Contract Demand for non dedicated service and 60% of the Billing Contract Demand for dedicated service.

Winter and Summer Seasons:
The winter season shall commence on the date that the Company provides notice of the start of the winter period and conclude on the date that the Company provides notice of the end of the winter period. The summer season shall constitute all other days. The Company shall provide advance notice to the customer of the start and end of the winter season as soon as reasonably possible, but in no event not less than 2 days prior to the start or end.

Operational Flow Order:
An Operational Flow Order (OFO) shall constitute an issuance of instructions to protect the operational capacity and integrity of the Company's system, including distribution and/or storage assets, and/or connected transmission pipelines.

Enbridge Gas Distribution, acting reasonably, may call for an OFO in the following circumstances:

1. Capacity constraint on the system, or portions of the system, or upstream systems, that are fully utilized;
2. Conditions where the potential exists that forecasted system demand plus reserves for short notice services provided by the Company and allowances for power generation customers' balancing requirements would exceed facility capabilities and/or provisions of 3rd party contracts;
3. Pressures on the system or specific portions of the system are too high or too low for safe operations;
4. Storage system constraints on capacity or pressure or caused by equipment problems resulting in limited ability to inject or withdraw from storage;
5. Pipeline equipment failures and/or damage that prohibits the flow of gas;
6. Any and all other circumstances where the potential for system failure exists.

Daily Balancing Fee:
On any day where the customer has a Daily Imbalance the customer shall pay a Daily Balancing Fee equal to:

(Tier 1 Quantity X Tier 1 Fee) + (Tier 2 Quantity X Tier 2 Fee) + (Applicable Penalty Fee for Imbalance in excess of the Maximum Contractual Imbalance X the amount of Daily Imbalance in excess of the Maximum Contractual Imbalance)

Where Tier 1 and 2 Fees and Quantities are set forth as follows:

Tier 1 = 0.8241 cents/m^3 applied to Daily Imbalance of greater than 2% but less than 10% of the Maximum Contractual Imbalance

Tier 2 = 0.9889 cents/m^3 applied to Daily Imbalance of greater than 10% but less than the Maximum Contractual Imbalance

In addition for Tier 2, instances where the Daily Imbalance represents an under delivery of gas during the winter season shall constitute Unauthorized Supply Overrun Gas for all gas in excess of 10% of Maximum Contractual Imbalance. Where the Daily Imbalance represents an over delivery of gas during the summer season, the Company reserves the right to deem as Unauthorized Supply Underrun Gas for all gas in excess of 10% of Maximum Contractual Imbalance. The Company will issue a 24-hour advance notice to customers of its intent to impose cash out for over delivery of gas during the summer season.

For customers delivering to a Primary Delivery Area other than EGD's CDA or EGD's EDA, the Tier 1 Fee is applied to Daily Imbalance of greater than 0% but less than 10% of the Maximum Contractual Imbalance.

The customers shall also pay any Load Balancing Agreement (LBA) charges imposed by the pipeline on days when the customer has a Daily Imbalance provided such imbalance matches the direction of the pipeline imbalance. LBA charges shall first be allocated to customers served under Rates 125 and 300. The system bears a portion of these charges only to the extent that the system incurs such charges based on its operation excluding the operation of customers under Rates 125 and 300. In that event, LBA charges shall be prorated based on the relative imbalances. The Company will provide the customer with a derivation of any such charges.

Customer's Actual Consumption cannot exceed Net Available Delivery when the Company issues an Operational Flow Order in the winter. Net nominations must not be less than consumption at the Terminal Location. Any negative Daily Imbalance on a winter Operational Flow Order day shall be deemed to be Unauthorized Supply Overrun. Customer's Net Available Delivery cannot exceed Actual Consumption when the Company issues an Operational Flow Order in the summer. Actual Consumption must not be less than net nomination at the Terminal Location. Any positive Daily Imbalance on a summer Operational Flow Order day shall be deemed to be Unauthorized Supply Underrun.

The Company will waive Daily Balancing Fee and Cumulative Imbalance Charge on the day of an Operational Flow Order if the customer used less gas that the amount the customer delivered to the system during the winter season or the customer used more gas than the amount the customer delivered to the system during the summer season. The Company will issue a 24-hour advance notice to customers of Operational Flow Orders and suspension of Load Balancing Provisions.

Cumulative Imbalance Charges:

Customers may trade Cumulative Imbalances within a delivery area. Customers may also nominate to transfer gas from their Cumulative Imbalances Account into an unbundled (Rate 315 or Rate 316) storage account of the customer subject to their the storage contract parameters.

Customers shall be permitted to nominate Make-up Gas, subject to operating constraints, provided that Make-up Gas plus Aggregate Delivery do not exceed the Contract Demand. The Company may, on days with no operating constraints, authorize Make-up Gas that, in conjunction with Aggregate Delivery, exceeds the Contract Demand.

The customer's Cumulative Imbalance cannot exceed its Maximum Contractual Imbalance. In the event that the customer cannot title transfer gas from their Cumulative Imbalances Account (Banked Gas Account) in whole or in part to storage the Company shall deem the excess imbalance to be Unauthorized Overrun or Underrun gas, as appropriate.

The Cumulative Imbalance Fee, applicable daily, is 1.0703 cents/m^3 per unit of imbalance.

In addition, on any day that the Company declares an Operational Flow Order, negative Cumulative Imbalances greater than 10% of Maximum Contractual Imbalance in the winter season shall be deemed to be Unauthorized Overrun Gas. The Company reserves the right to deem positive Cumulative Imbalances greater than 10% of Maximum Contractual Imbalance in the summer season as Unauthorized Supply Underun Gas. The Company will issue a 24-hour advance notice to customers of Operational Flow Orders including cash out instructions for Cumulative Imbalances greater than 10% of Maximum Contractual Imbalance.

Effective Date:

To apply to bills rendered for gas delivered on and after July 1, 2014. This rate schedule is effective July 1, 2014 and replaces the identically numbered rate schedule that specifies implementation date, April 1, 2014 and that indicates the Board Order, EB-2014-0039, effective April 1, 2014.

EFFECTIVE DATE:
July 1, 2014
IMPLEMENTATION DATE:
July 1, 2014
BOARD ORDER:
EB-2014-0039
REPLACING RATE EFFECTIVE:
April 1, 2014