mcmillan

Reply to the Attention of Laura Brazil
Direct Line 416.865.7814
Email Address Laura.Brazil@mcmillan.ca
Our File No. 211923
Date November 21, 2014

Ontario Energy Board
P.O. Box 2319
2300 Yonge Street
Suite 2700
Toronto, Ontario M4P 1E4

Attention: Board Secretary

Re: Greenfield South Power Corporation
Application for CPCN
EB-2014-0299

Please find enclosed the Interrogatories of Greenfield South Power Corporation to Union Gas Limited dated November 21, 2014, which are submitted further to Procedural Order No. 2 dated November 7, 2014.

Yours truly,

LBrazil

Laura Brazil

/kk
Attach.

Copy to: Mike Richmond (McMillan LLP)

ONTARIO ENERGY BOARD

IN THE MATTER of the *Ontario Energy Board Act, 1998*, S.C. 1998, c. 15 (Schd. B);

AND IN THE MATTER OF an application by Greenfield South Power Corporation for a certificate of public convenience and necessity, pursuant to section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M. 55.

INTERROGATORIES OF GREENFIELD SOUTH POWER CORPORATION TO UNION GAS LIMITED

Issue 1 – GSPC – 1

Reference: Union Evidence, Page 2, Line 18

"Union has provided Greenfield South with offers of alternative services, but has not been able to reach an agreement with them."

Union claims to have provided GSPC with offers of alternative services, but has provided no evidence of any such offers.

(a) Please provide copies of all binding written offers submitted to GSPC for contractual acceptance.

Issue 1 – GSPC – 2

Reference: Union Evidence, Page 2, Line 23

"Greenfield South indicated that its reasons for choosing the bypass option were a perceived cheaper cost to use Vector and Union's requirement for a letter of credit."

Union alleges that GSPC indicated to Union that its reasons for selecting Vector service were a perceived cheaper cost and credit requirements, but has provided no evidence of same.

(a) Please provide evidence that GSPC made such statements to Union.

Issue 1 – GSPC – 3

Reference: Union Evidence, Page 5, Lines 14-17

"A Discounted Cash Flow (DCF) analysis for the interruptible service option requested by Greenfield South (see Schedule 1) indicates that Union's proposed facilities project has a Profitability Index (PI) of 1.068. Pursuant to the Report of the Board in EBO 188 dated January 30, 1998, an overall PI of 1.0 means that existing customers will not suffer a rate increase over the long term as a result of the proposed project. The Board stated in its EBO 188 report that it was of the view that an overall rolling portfolio PI of 1.0 or better is in the public interest."

Union asserts that existing customers would not suffer a rate increase over the long term as a result of an interruptible connection by GSPC to Union.

(a) Please advise whether there could be any short term (any period between 1 and 10 years) temporary or permanent rate increase in any rate class as a result of a connection by GSPC to Union, whether to recover or finance capital costs or for any other reason, regardless of whether or not such short term increase might be offset by a long term decrease.

(b) Please advise, on a year by year and rate class by rate class basis, how Union plans to recover the initial capital costs associated with a GSPC connection.

Issue 1 – GSPC – 4

Reference: Union Evidence, Page 6, Lines 27-30
Pages 7-9

Union states that in the GEC Decision RP-2005-0022, the Board directed Union to develop, through NGEIR, new offerings which were more robust against bypass.

Union states that it has since complied with the Board's direction and developed BCD, F24-T, F24-S, UPBS and DPBS services.

Union suggests that the Board granted GEC its CPCN on the basis that in the absence of such offerings (pre-NGEIR) GEC should not have had to wait for such offerings.

Union attempts to differentiate GSPC from GEC due to the fact that the robust service offerings demanded by the Board and developed through NGEIR (which it describes as being BCD, F24-T, F24-S, UPBS and DPBS) are now in place.

(a) Please provide a copy of a binding written offer from Union to GSPC pursuant to which GSPC was offered any of BCD, F24-T, F24-S, UPBS or DPBS services.

(b) Did GSPC ever ask Union, verbally or in writing, whether Union could make available to GEPP any alternatives to T2 or T2 Interruptible service? If so, please provide the number of instances and the details of each.

Issue 1 – GSPC – 5

Reference: Union Evidence, Page 8, Lines 19-20

"Union currently has one electricity generator taking service under BCD since 2009."

(a) Please identify the electricity generator that has been taking service under BCD since 2009.

(b) Please specify the location of such generating station, the location of its connection to the gas pipeline, which gas pipeline it is connected to, and the approximate distance of the generating station and the connection point from Vector and from Dawn.

Issue 1 – GSPC – 6

Reference: Union Evidence, Page 9, Lines 27-30 and Page 10, Lines 1-3

"This coincides with the change in the OPA's Clean Energy Supply contract that now prohibits the bypass of the distribution systems within the franchised service areas of Union and Enbridge Gas Distribution and prevents the electricity generator from constructing, owning or operating the gas pipeline that serves the generator. See section 2.8 – Operation Covenant in attached Schedule 2 where the OPA 1 specifically directs that project proponents cannot bypass the local gas distribution franchise for a proposed facility within that franchise area."

Union Evidence, Schedule 2, s. 2.8(c)

"In addition, any Gas distribution services forming part of the Reimbursable GD&M Services must be obtained from either Enbridge Gas Distribution Inc. or Union Gas Limited, and the Supplier must not construct, own, or operate the gas pipeline that serves the Facility."

The language from section 2.8(c) of the TransCanada CES Contract which Union refers to and relies on is not found in the GSPC Amended and Restated CES Contract.

(a) Please advise why Union believes that Section 2.8(c) of the TransCanada CES Contract is relevant to the GEPP, or whether Union was under the impression that the GSPC Amended and Restated CES Contract contained similar provisions.

Issue 1 – GSPC – 7

Reference: Union Evidence, Page 13, Lines 3-9

"In the event that gas is not flowing on Vector, it would not be possible to provide firm service to Greenfield South without adding firm capacity from Dawn to Dawn-Vector. The cost of adding this capacity would be significant. Although the BCD option is available in the Sarnia area to customers directly connected to a third party pipeline, Union did not pursue this option for Greenfield South because firm service is not currently available from Dawn to Dawn-Vector."

(a) How many days has Dawn to Dawn-Vector service been interrupted in the past 10 years (or such shorter period of time for which Union is able to provide interruption data).

(b) How many days has Vector "not been flowing gas" since the line came into service (or such shorter period of time for which Union is able to obtain data)?

(c) Under Vector's firm service tariff, does Vector have the right, outside of a force majeure event, to simply "not flow" gas, similar to an interruptible service?

(d) Does Union consider the Vector contract for firm service to GSPC to be *de facto* equivalent to "interruptible" service?

(e) Given that firm service is not currently available from Dawn to Dawn-Vector, would Union similarly consider the BCD option for GSPC to be *de facto* equivalent to "interruptible" service? Please explain.

(f) When Vector is "interrupted" (i.e. not flowing gas), is Dawn to Dawn-Vector able to operate and cause gas to flow to GSPC at the Vector Tap? Please explain.

(g) When Vector is "interrupted" (i.e. not flowing gas), would an upgraded Dawn to Dawn-Vector be able to operate and cause gas to flow to GSPC at the Vector Tap (being the connection point between Vector at the GEPP Natural Gas Utilization System)? Please explain.

(h) If Union considers Vector firm service to be "interruptible", does Union believe that GSPC is willing to accept "interruptible" service? If so, when did Union come to such conclusion? At the time Union came to such conclusion, did Union revisit its decision "not to pursue" the BCD option for GSPC? Has Union at any time, before or since, offered the BCD option to GSPC?

(i) Does Union feel that Greenfield Energy Centre has been poorly served by its Vector connection? How many times has Greenfield Energy Centre been out of service due to "gas not flowing" on the Vector pipeline?

Issue 1 – GSPC – 8

Reference: Union Evidence, Page 8, Lines 17-19

"The BCD service directly responded to threats of bypass by recovering only the incremental facilities costs associated with the facilities through the contract demand and enables the customer choosing BCD to lower its costs relative to Rate T1 service without BCD."

Page 13, Lines 7-9

"Although the BCD option is available in the Sarnia area to customers directly connected to a third party pipeline, Union did not pursue this option for Greenfield South because firm service is not currently available from Dawn to Dawn-Vector."

(a) Did Union ever offer GSPC firm BCD service based on the cost of connecting GEPP to Vector and upgrading the Dawn to Dawn-Vector connection so that Union could provide such firm service?

(b) Did GSPC ever ask Union, verbally or in writing, whether Union could offer (or ask Union to offer) a BCD option to GSPC? If so, please provide the number of instances and the details of each. Please indicate how many times Union dismissed, declined or rejected such requests.

Issue 1 – GSPC – 9

Reference: Union Evidence, Page 14, Lines 1-2

"In August 2013, Union made an offer to Greenfield South of interruptible service over a 10 year term with pricing set to 60% of firm service."

(a) What was the basis for 60% factor used to set this price?

Issue 1 – GSPC – 10

Reference: Union Evidence, Page 14, Lines 5-7

"The interruptible pricing offered was at the low end of the interruptible pricing range and resulted in a distribution cost to GEPP that is competitive when compared to other generators."

Union asserts that the offer of approximately $1.4 million per year is "competitive when compared to other generators", but has provided no evidence of same.

(a) Please provide evidence to support such assertion, including evidence of comparable or higher rates charged to other generators of similar size in similar locations, with similar cost of capital and similar power pricing, for similar service.

Issue 1 – GSPC – 11

Reference: Union Evidence, Page 15, Lines 8-15

"With respect to storage services, Greenfield South needs 2,320 GJ/hour or 46,400 GJ/day of firm supply deliverability to operate its plant. In order to ensure this level of service, a third-party storage service is also required in order to accommodate the change in hourly demand at the GEPP. Union expects that a standard market-based storage service of 1.2% deliverability to match the 46,000 GJ/day demand and corresponding 3.8 Bcf of storage space would be required. While the market based cost of such a service is not known at this time, Union's current cost of providing this service is approximately $1.4 million annually. In Union's view, it is likely that market prices would be substantially higher."

The public documents posted by Union and Enbridge and referenced below* (attached as Tabs "A" and "B" to these Interrogatories) reveal that GEPP's closest competitor, the 1,005 MW Greenfield Energy Centre, currently operates through a Vector connection with 54,862 GJ/day of storage deliverability, or 54 GJ/day per MW.

These documents also reveal that another close competitor, St. Clair Power L.P, which has a 577 MW plant connected to Union T2, currently operates with 28,380 GJ/day of storage deliverability, or 49 GJ/day per MW.

On a pro rata basis at 54 GJ/day per MW or 49 GJ/day per MW respectively, GEPP would require 16,459 GJ/day of storage deliverability in order to operate in a similar manner to GEC, or 14,755 GJ/day of storage deliverability in order to operate in a similar manner to St. Clair Power L.P.

However, Union asserts in the reference above that if the GEPP is connected to Vector (as is GEC), it cannot be operated without 46,400 GJ/day of storage deliverability, or 155 GJ/day per MW – three times as much storage deliverability as GEC (a Vector customer) and St. Clair Power (a Union customer) are currently using.

*Sources:

Enbridge Website Storage Disclosure
https://www.enbridgegas.com/assets/docs/tec_customer_index.pdf

Union Gas Website Storage Disclosure
https://www.uniongas.com/~/media/storage-transportation/infopostings/indexofcustomers/Storage_Holders.pdf

Issue 1 – GSPC – 11 (continued)

(a) Please explain why Union believes that the GEPP needs, on a relative basis, three times more storage deliverability than GEC, and why Union believes that GEPP cannot operate with anything less than three times more storage deliverability than GEC. If Union has knowledge that the GEC is not able to operate, please disclose that information.

(b) Union has asserted that its current cost of providing 46,400 GJ/day of deliverability is approximately $1.4 million per year. Please indicate Union's current annual cost to provide 16,459 GJ/day and 14,755 GJ/day, respectively. If Union's cost is not approximately one-third of $1,400,000, please explain why. Please make any necessary assumptions and justify such assumptions.

(c) Please revise the table set out at Page 16, Line 5 of Union's evidence to indicate what the comparative present value figures would be if the $1,400,000 figure in Line A were replaced with each of the figures that Union provides in response to part (b) above. Please make any necessary assumptions and justify such assumptions.

Issue 1 – GSPC – 12

Reference: Union Evidence, Page 16, Row A

Union's table entitled "Summary of Comparative Greenfield South Gas Services" suggests that the Vector transportation costs are $696,110 per year, whereas GSPC provides a detailed accounting at Tab 28 of its Supplementary Evidence to demonstrate that that the Vector cost of service is just under $529,485 per year (excluding GSPC's internal O&M costs of $10,000).

(a) Please provide evidence to support the $696,110 figure.

Issue 1 – GSPC – 13

Reference: Union Evidence, Page 16, Rows B and C

Union's table entitled "Summary of Comparative Greenfield South Gas Services" suggests that, while the initial capital cost for the Vector connection is $1,625,000 (presumably consisting of $1,125,000 for the Vector Tap, $250,000 for metering, and $250,000 for the lateral line between the plant and the interconnection), the initial capital cost for a Union connection is $0.

(a) Please advise how the gas would get from the Union interconnection to the GEPP burner tip without a GSPC lateral line (similar to the pipe which is the subject of this Application) running from the Union connection point to the GEPP plant. Alternatively, please explain how such a lateral line would be constructed for $0 as indicated.

Issue 1 – GSPC – 14

Reference: Union Evidence, Page 17, Lines 11-12

"Union estimates the total capital cost of a connection to Vector to be between $5.2 million and $5.4 million."

Exhibit A, Page 20, Lines 4-9

"In its January 20, 2014 letter to Union, Vector Pipeline indicated that Greenfield South had requested an interconnection with Vector and Union was requested to proceed with the engineering, construction and other development services required to install these interconnection facilities. The scope of work requested of Union was to undertake the hot tap, side valve, insulating flange assembly, and all other necessary equipment for Greenfield South to connect a lateral pipeline to Vector."

(a) Please provide a complete and unredacted copy of the January 20, 2014 letter from Vector to Union.

(b) In response to the January 20, 2014 letter from Vector to Union, did Union provide an estimate of the cost of the requested work to Vector? Please provide a complete and unredacted copy of all written responses from Union to Vector.

(c) If any such responses included a cost estimate for the requested work, please provide all supporting details to justify such cost estimate.

(d) If no such response included a cost estimate, please explain why it did not.

(e) Please provide a table, in the same format as the table found in Union's Leave to Construct application (EB-2014-0147), Schedule A, Tabs 8, 9 and 10, which shows the calculation of the $5.2 to $5.4 million estimate, and breaks out the cost of each component part of such estimate, in such a manner as to facilitate a comparison between Union's estimate of $5.2-$5.4 million for the Vector connection and Union's estimate of approximately $6 million for a Union connection.

Issue 1 – GSPC – 15

Reference: Union Evidence, Page 18, Lines 6-8

"Union has reviewed the credit requirements of Vector and has concluded that a similar level of credit would be required of Greenfield South by Vector for comparable capital costs."

GSPC Pre-Filed Evidence, Appendix 12, Page 222, Section 26.3(a)

"26.3 A Shipper who does not meet the requirements of sections 26.1 or 26.2 must provide security for its obligations at least thirty (30) days prior to commencement of transportation service, where practicable, but in any event no later than at the time of the first nomination for service under any newly executed Transportation Agreement, or within thirty (30) days that it ceases to be eligible at any time thereafter while it is bound thereby, by either:

> **(a) Posting a Letter of Credit from a major banking institution with an investment grade rating or pledging a cash deposit, in either case <u>in an amount equal to twelve (12) months of the tolls payable</u> under the Firm Transportation Agreement or the Interruptible Transportation Agreement or other Transportation Agreement an irrevocable letter of credit or other such equivalent financial guarantees in an amount equal to thirty (30) days of service at the agreed to tolls. Such security shall be adjusted annually to reflect any change in the tolls for the succeeding twelve (12) months; or**
>
> **(b) Providing other security acceptable to Transporter."**

Union states that it "has concluded that a similar level of credit" (the capital cost of the project, being $5.9 million) would be required by Vector, but has provided no evidence to support such a conclusion.

The Vector Tariff found at Tab 12 of GSPC's pre-filed evidence provides at Section 26.3(a) that the level of credit security to be provided is equal to the cost of one year's firm service.

GSPC has indicated in Tab 27 of its Supplementary Evidence that Vector requires a letter of credit of $530,000, which is the cost of one year's firm service. Union claims in the table found at Page 16 of Union's evidence that the cost of one year's firm service on Vector is $696,110.

(a) Please provide documentary evidence to support Union's conclusion that Vector has demanded or will demand approximately $5.9 million of credit support.

(b) Please provide evidence to prove that Vector will not accept a $530,000 letter of credit, or if Union's assessment of the Vector rates is correct, $696,110.

Issue 1 – GSPC – 16

Reference: Union Evidence, Schedule 1

In the table entitled "Greenfield South Generating Station – Discounted Case Flow Analysis", Union provides an estimate of cumulative net present value.

(a) What discount rate did Union use to develop the figures in this table?

Issue 5 – GSPC – 17

Reference: Union Evidence, Page 2, Lines 9-14

"Union currently has a franchise agreement with the Township of St. Clair (EB-2010-0382) which grants to Union the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works within the Township of St. Clair. Union also holds a Certificate of Public Convenience and Necessity (EB-2010-0384) to construct works to supply gas in all of the Township of St. Clair <u>which Union considers to be exclusive</u> unless the Board specifically orders service to the contrary." [emphasis added]

Union claims to have a franchise agreement and a CPCN which it considers to be exclusive unless the Board specifically orders to the contrary.

(a) Please identify the paragraph number in Decision and Order EB-2010-0382 where it is stated that the franchise agreement approved therein is exclusive.

(b) Please identify the clause number in the Franchise Agreement attached to EB-2010-0382 where it is stated that such franchise agreement is exclusive.

(c) Please identify the paragraph number in St. Clair By-Law 31 of 2010 where it is stated that the franchise agreement approved therein is exclusive.

(d) Please identify the paragraph number in Decision and Order EB-2010-0384 where it is stated that the Certificate of Public Convenience and Necessity approved therein is exclusive.

(e) Please identify the paragraph number in Certificate of Public Convenience and Necessity EB-2010-0384 where it is stated that such Certificate is exclusive.

Issue 5 – GSPC – 18

Reference: Union Evidence, Page 21, Lines 20-23

"Union's view is that any distribution or transmission facility (whether it be to serve incremental or existing customers) located within Union's franchised operating area but not owned by Union constitutes bypass. This is consistent with regulatory precedent since bypass was first addressed in1986 during E.B.R.O. 410-I / E.B.R.O. 411-I / E.B.R.O. 412-I."

Union states its view that any distribution facility not owned by the LDC constitutes bypass.

(a) Is it Union's view that the GEPP Natural Gas Utilization System, being a pipe from the gas supply point to the generating plant, is a "distribution facility not owned by the LDC"?

(b) If so, to the best of Union's knowledge or belief, do any Union franchise customers own properties or facilities which include pipe from the Union connection point to the customer's building, gate, facility or burner tip? Is any of such pipe not owned by Union?

(c) If so, does all such pipe constitute bypass? Has Union filed complaints with the OEB to expose such Union customers as engaging in bypass?

Issue 5 – GSPC – 19

Reference: Union Evidence, Page 23, Lines 10-11

> **"Based on the above, and acknowledging that there is no existing pipeline to the proposed Greenfield South facility, Union submits that there will be duplication of Union's facilities."**

Union asserts that construction of the GEPP Natural Gas Utilization System will duplicate facilities.

(a) Please identify, side by side in a two column table, (i) each specific piece of Union equipment that will be duplicated by the construction of the GEPP Natural Gas Utilization System, and (ii) the equivalent and corresponding piece of duplicating GEPP Natural Gas Utilization System equipment.

Issue 5 – GSPC – 20

Reference: Union Evidence, Page 24, Lines 24-26

"Union has estimated the potential annual margin loss to Union and its ratepayers with respect to its existing customers at $26 million (based on forecast 2014 volumes and revenues) should the Board endorse bypass and customers in the Sarnia area and Northern non-utility generators bypass Union."

Union asserts that the potential annual margin loss to Union and its ratepayers would be $26 million if the Board endorses bypass.

(a) Please advise how many power plants are represented by this $26 million estimate.

(b) Please identify all such power plants, and provide evidence to support Union's assertion that (i) they will all seek bypass, and (ii) they will all be granted OEB approval for bypass based on the specific circumstances of each application.

(c) Please advise what portion of such $26 million estimate is directly attributable to a GEPP bypass (i.e. by the present Application), as opposed to by potential future bypass applications.

(d) Please provide Union's corresponding estimate of the annual margin loss to Union and its ratepayers if the Board approves GSPC's Application (i.e. just for the present Application, not in respect of any potential future bypass applicants).

(e) Please provide a table showing the annual margin loss to Union in each year of the 10 year term of the proposed T2 interruptible contract that Union claims to have offered to GSPC at 60% of firm service rates.

(f) In the table, please also show the amount of the total margin lost that will affect customer rates each year, recognizing that Union's rates are currently being set on the basis of a Board-approved IR regime. Please provide supporting assumptions and detailed calculation for the impact of the margin loss on rates and ratepayers in each year.

(g) Please confirm that the difference between the total margin loss and the margin loss that will impact rates and ratepayers represents a shareholder loss.

(h) In the table, please also show the present value of the margin loss that will be borne by ratepayers and by shareholders.

Issue 5 – GSPC – 21

Reference: Union Evidence, Page 25, Lines 27-29

"Union views the notional cost shift associated with the foregone margin that will result if the Board approves the physical bypass of Union's system as inappropriate. All of Union's existing and future customers will pay more than they otherwise would have if bypass is approved."

Union asserts that if the Application is granted, Union's customers will pay more than if it were not granted, but has provided no evidence.

(a) Please prepare a table showing the amount of the foregone revenue, the corresponding amount of the avoided revenue requirement, and the corresponding "foregone margin that will result if the Board approves the physical bypass of Union's system" for each year of the 10 years of the T2 interruptible service Union claims to have initially offered to GSPC, and also for each of the 20 years of the T2 interruptible service Union claims was requested by GSPC.

(b) In the table prepared for item (a) above, please also show for each year whether Union anticipates that rates will be set for that year on the basis of Union's cost of service or on the basis of an IR regime.

(c) In the table prepared for item (a) above, please also show for each year the amount of the foregone margin that will be borne by customers as a result of higher rates and the amount that will be borne by shareholders since the foregone margin will not impact on rates in a year when rates are established on the basis of an IR regime. Include all assumptions and detailed calculations supporting the amounts included in the table, and justify any such assumptions.

(d) Please provide Union's estimate of the present value of the foregone margin that will be borne by the ratepayers and shareholder respectively, based on the information provided in the table requested in the previous parts of this interrogatory. Include all assumptions, and justify any such assumptions.

Issue 5 – GSPC – 22

Reference: Union Evidence, Page 26, Lines 1-3

"Further, any decision that results in an increase in physical bypass will need to be factored into Union's rate-making framework. Specifically, gas distributors will need a means to recover margin losses associated with customers selecting physical bypass."

Union asserts that it will need to increase its rates in order to recover its "losses" if GSPC selects physical bypass.

(a) Please extend the table prepared for Interrogatory GSPC 21 above by identifying by each year of the 10- and 20- year T2 interruptible service options, any other revenues or costs that will be "factored into Union's rate-making framework". Include all assumptions and detailed calculations supporting the amounts identified, and justify any such assumptions.

(b) Assume the Application is granted and GSPC connects to Vector as of January 1, 2015. Referring to the most recent year for which Union has financial data as "Last Year" and to the first full fiscal year from and after January 1, 2015 as "Next Year", please list, by reference to individual line items on financial statements and to each specific component of each such line item:

(i) each specific Union expense which would, as a direct result of GSPC's connection to Vector, be higher Next Year than it was Last Year;

(ii) the estimated delta between Next Year's expense and Last Year's expense for each such item;

(iii) the direct causal effect between GSPC's connection to Vector and such increased expense from Last Year to Next Year;

(iv) each specific Union revenue item which would, as a direct result of GSPC's connection to Vector, be lower Next Year than it was Last Year;

(v) the estimated delta between Last Year's revenue item and Next Year's revenue item for each such item;

(vi) the direct causal effect between GSPC's connection to Vector and such decrease in revenue from Last Year to Next Year.

Issue 6 – GSPC – 23

Reference: **Union Evidence, Page 26, Lines 10-12**

> **"Impacts to Union's system by Greenfield South receiving service directly from Vector Pipeline could occur at Dawn if Union was required to provide a firm Dawn to Dawn-Vector service. There is currently no capacity available for this service and Union would have to build new facilities."**

Union asserts that Union's system could be impacted if Union was required to provide a firm Dawn to Dawn-Vector service.

(a) Please provide a copy of any request that Union has received from GSPC for firm Dawn to Dawn-Vector service.

Issue 6 – GSPC – 24

Reference: **Union Evidence, Page 26, Lines 14-16**

"Given that Greenfield South's interruptible demand would drive little to no system modification / reinforcement should they connect to the Sarnia Industrial Line, Union and its ratepayers would lose the opportunity to have a better utilization of an existing asset."

Union asserts that Union and its ratepayers would be better served if GSPC were to procure interruptible service from Union.

(a) If GSPC were an interruptible Union customer, what impact might GSPC have on Union's other interruptible customers?

(b) If GSPC were an interruptible Union customer, is there any circumstance in which another interruptible Union customer might be interrupted, who might not have been interrupted if GSPC were not an interruptible Union customer?

(c) If GSPC were a firm Union customer, is there any circumstance in which an interruptible Union customer might be interrupted, who might not have been interrupted if GSPC were not a Union firm customer?

(d) If GSPC were an interruptible Union customer, is there any circumstance in which another interruptible Union customer might be interrupted to a greater extent with GSPC as a competing Union load than it would have been without GSPC as a competing Union load?

Storage Holders as of November 1st, 2014

Storage Holders as of November 1, 2014

Customer	Contract	Receipt Points	Delivery Points	Contract Capacity (GJ's)	Effective date	End Date	Max. Daily Injection (GJ's)	Max. Daily W/D (GJ's)	Affiliate?
Centra		Union	Union	1,068,042	1-Apr-1990	31-Mar-2090	10,680	10,680	No
Tidal Energy Marketing Inc.*	TDL- 2	Union/TCPL/LINK	Union	250,000	1-Apr-2014	31-Mar-2016	7,000	10,000	Yes
Greenfield Energy Centre LP	GEC-1	Union/Vector/TCPL/LINK	Union/Vector	126,600	1-Jun-2008	31-Mar-2018	12,660	12,660	No
Iberdrola Canada Energy Services, Ltd.	IBDR-4	Union	Union	4,747,752	1-Apr-2011	31-Mar-2016	71,216	94,955	No
Iberdrola Canada Energy Services, Ltd.	IBDR-6	Union/Vector/TCPL/LINK	Union/Vector	1,860,836	1-Apr-2014	31-Mar-2016	27,912	37,217	No
Direct Energy Marketing Ltd./Moneta	MON-1	Union	Union	250,000	1-Apr-2010	31-Mar-2016	25,000	25,000	No
J. Aron & Company *	JARN-2	Union	Union	2,467,123	1-Apr-2013	31-Mar-2015	24,671	29,605	No
J. Aron & Company *	JARN-3	Union	Union	1,000,000	1-Apr-2013	31-Mar-2017	10,000	12,000	No
Petrochina International (America), Inc.*	PCHN -2	Union	Union	1,700,000	1-Jun-2014	31-May-2017	21,000	45,000	No
Repsol Energy Canada Ltd.*	REP - 2	Union	Union	2,000,000	1-Apr-2014	31-Mar-2015	100,000	30,000	No
Castleton Commodities Merchant Trading L.P.*	CAS - 2	Union/Vector	Union/Vector	530,000	1-Oct-2014	30-Apr-2015	6,000	26,500	No

* These Customers Capacity, Injection & Withdrawl are measured in MMBtu's

November 2014

Customer Name	Contract Id	Max Store Amount(GJ)	Start Date	End Date	Withdraw Amount(GJ)	Injection Amount(GJ)	Receipt Point	Delivery Point	Affiliate
Thorold CoGen L.P. by its General Partner Northland Power Thorold Cogen GP Inc.	BHDS001	170,000	01-Nov-08	31-Mar-19	44,000	44,000	Dawn	Dawn	N
Goreway Station Partnership by its managing partner Goreway Power Station Holdings ULC	BHDS002	600,000	01-Jul-08	31-Oct-28	128,000	128,000	Dawn	Dawn	N
Greenfield Energy Centre LP	BHDS003	211,011	01-May-08	31-Oct-18	42,202	42,202	Dawn	Dawn	N
Portlands Energy Centre L.P. ,by its General Partner, Portlands Energy Centre Inc.	HDS007	500,000	01-Jan-09	31-Mar-19	40,000	40,000	Dawn	Dawn	N
York Energy Centre LP	HDS008	175,000	01-Apr-12	31-Oct-22	87,654	87,654	Dawn	Dawn	N
Suncor Energy Marketing Inc.	HUB345E189	1,055,056	01-May-14	30-Apr-15	12,661	0	Dawn	Dawn	N
Suncor Energy Marketing Inc.	HUB345E190	1,781,219	01-Aug-14	31-Jul-15	21,375	0	Dawn	Dawn	N
J. Aron & Company	HUB369E25	527,528	01-Sep-14	31-Dec-14	17,018	17,592	Dawn	Dawn	N
Repsol Energy Canada Ltd.	HUB567E03	2,110,112	28-Feb-14	28-Feb-15	25,321	0	Dawn	Dawn	N
Energy Source Natural Gas Inc.	HUB580E01	21,101	11-Apr-14	31-Mar-15	253	0	Dawn	Dawn	N
Koch Canada Energy Services, LP	HUB584E04	1,055,056	01-Apr-14	31-Mar-15	12,661	10,551	Dawn	Dawn	N
Northland Power Inc.	HUB626E02	728,100	20-Jun-14	31-Mar-15	8,737	0	Dawn	Dawn	N
PetroChina International (America), Inc.	HUB665E01	1,055,056	01-Jul-14	30-Jun-15	12,661	0	Dawn	Dawn	N
Gaz Metro Limited Partnership	LST057	5,849,700	01-Apr-09	31-Mar-15	70,196	43,873	Dawn	Dawn	N
Enbridge Gas Distribution Inc.	LST059	5,260,000	01-Apr-10	31-Mar-15	63,120	39,450	Dawn	Dawn	N
Gaz Metro Limited Partnership	LST064	2,974,880	31-Mar-11	31-Mar-15	35,699	22,312	Dawn	Dawn	N
Gaz Metro Limited Partnership	LST065	4,400,000	31-Mar-11	31-Mar-17	52,800	33,000	Dawn	Dawn	N
Enbridge Gas Distribution Inc.	LST066	5,055,056	01-Apr-12	31-Mar-17	60,661	37,913	Dawn	Dawn	N
Gaz Metro Limited Partnership	LST068	0	01-Apr-13	31-Mar-19	52,800	33,000	Dawn	Dawn	N
St. Lawrence Gas Company, Inc.	LST069	950,000	01-Apr-13	31-Mar-15	10,450	9,500	Dawn	Dawn	N
Enbridge Gas Distribution Inc.	LST070	4,000,000	01-Apr-14	31-Mar-19	48,000	30,000	Dawn	Dawn	N
1425445 Ontario Limited o/a Utilities Kingston	LST071	100,000	31-Mar-14	31-Mar-15	1,500	750	Dawn	Dawn	N
1425445 Ontario Limited o/a Utilities Kingston	LST072	100,000	01-Apr-14	31-Mar-16	1,500	750	Dawn	Dawn	N
1425445 Ontario Limited o/a Utilities Kingston	LST073	200,000	01-Apr-14	31-Mar-17	2,400	0	Dawn	Dawn	N
AltaGas Ltd.	LTP035	2,800,000	01-Apr-09	31-Mar-29	33,600	21,000	Dawn	Dawn	N
J. Aron & Company	LTP060	1,055,056	01-Apr-11	31-Mar-15	12,661	11,606	Dawn	Dawn	N
J. Aron & Company	LTP061	2,110,112	31-Mar-12	31-Mar-17	25,321	23,211	Dawn	Dawn	N
NJR Energy Services Company	LTP063	2,110,112	18-Mar-11	31-Mar-15	25,321	0	Dawn	Dawn	N

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Tenaska Marketing Canada - a division of TMV Corp.	LTP064	2,110,112	18-Mar-11	31-Mar-15	36,927	18,774	Dawn	Dawn	N
Shell Energy North America (Canada) Inc.	LTP073	4,220,224	01-Feb-12	31-Mar-15	160,368	0	Dawn	Dawn	N
Cargill Limited	LTP078	1,055,056	10-Jul-12	09-Jul-15	12,661	0	Dawn	Dawn	N
Shell Energy North America (Canada) Inc.	LTP079	1,055,056	01-Oct-12	31-Mar-16	12,661	35,133	Dawn	Dawn	N
Powerex Corp.	LTP082	2,110,112	31-Mar-13	31-Mar-15	60,428	11,922	Dawn	Dawn	N
Shell Energy North America (Canada) Inc.	LTP083	1,055,056	01-Feb-13	30-Jun-17	12,661	12,661	Dawn	Dawn	N
Shell Energy North America (Canada) Inc.	LTP084	1,055,056	01-Feb-13	30-Jun-17	12,661	12,661	Dawn	Dawn	N
Shell Energy North America (Canada) Inc.	LTP085	1,055,056	01-Feb-13	30-Jun-17	12,661	12,661	Dawn	Dawn	N
Suncor Energy Marketing Inc.	LTP086	1,055,056	13-Feb-13	31-Mar-16	28,487	0	Dawn	Dawn	N
Cargill Limited	LTP087	1,055,056	01-Mar-13	31-Mar-17	86,515	0	Dawn	Dawn	N
Cargill Limited	LTP088	2,110,112	15-Feb-13	31-Mar-17	25,321	0	Dawn	Dawn	N
Cargill Limited	LTP089	1,055,056	01-Mar-13	31-Mar-17	12,661	0	Dawn	Dawn	N
Koch Canada Energy Services, LP	LTP090	1,055,056	16-Feb-13	31-Mar-15	12,661	0	Dawn	Dawn	N
Powerex Corp.	LTP091	1,055,056	16-Feb-13	31-Mar-15	29,647	0	Dawn	Dawn	N
Tenaska Marketing Canada - a division of TMV Corp.	LTP092	1,055,056	01-Apr-13	31-Mar-15	135,752	10,551	Dawn	Dawn	N
Tenaska Marketing Canada - a division of TMV Corp.	LTP093	1,055,056	01-Apr-13	31-Mar-15	118,167	0	Dawn	Dawn	N
J. Aron & Company	LTP094	1,055,056	01-Apr-13	31-Mar-17	12,661	11,606	Dawn	Dawn	N
J. Aron & Company	LTP095	1,055,056	01-Apr-13	31-Mar-17	12,661	11,606	Dawn	Dawn	N
J. Aron & Company	LTP096	1,055,056	01-Apr-13	31-Mar-17	12,661	11,606	Dawn	Dawn	N
J. Aron & Company	LTP097	1,055,056	01-Apr-13	31-Mar-17	12,661	11,606	Dawn	Dawn	N
Castleton Commodities Merchant Trading L.P.	LTP098	2,110,112	01-Apr-13	31-Jul-18	25,321	25,321	Dawn	Dawn	N
Castleton Commodities Merchant Trading L.P.	LTP099	3,165,168	01-Apr-13	31-Jul-18	37,982	37,982	Dawn	Dawn	N
Shell Energy North America (Canada) Inc.	LTP100	5,275,280	01-May-13	31-May-15	63,303	527,528	Dawn	Dawn	N
Suncor Energy Marketing Inc.	LTP101	1,055,056	01-May-13	30-Apr-15	80,561	0	Dawn	Dawn	N
Castleton Commodities Merchant Trading L.P.	LTP102	1,055,056	04-May-13	31-Jul-18	12,661	12,661	Dawn	Dawn	N
Castleton Commodities Merchant Trading L.P.	LTP103	1,055,056	04-May-13	31-Jul-18	12,661	12,661	Dawn	Dawn	N
Tenaska Marketing Canada - a division of TMV Corp.	LTP104	1,055,056	11-May-13	30-Apr-16	135,752	10,551	Dawn	Dawn	N

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Tenaska Marketing Canada - a division of TMV Corp.	LTP105	1,055,056	11-May-13	30-Apr-16	27,432	0	Dawn	Dawn	N
EDF Trading North America, LLC	LTP106	1,055,056	24-May-13	31-May-16	41,147	0	Dawn	Dawn	N
EDF Trading North America, LLC	LTP107	527,528	24-May-13	31-May-16	20,574	0	Dawn	Dawn	N
Koch Canada Energy Services, LP	LTP108	1,055,056	07-Jun-13	30-Jun-15	41,147	0	Dawn	Dawn	N
PetroChina International (America), Inc.	LTP109	1,055,056	08-Jun-13	30-Jun-15	22,061	0	Dawn	Dawn	N
Suncor Energy Marketing Inc.	LTP110	1,055,056	07-Jun-13	30-Jun-16	41,147	0	Dawn	Dawn	N
Powerex Corp.	LTP111	1,055,056	01-Jul-13	30-Jun-15	27,537	0	Dawn	Dawn	N
Powerex Corp.	LTP112	1,055,056	01-Jul-13	30-Jun-16	28,381	0	Dawn	Dawn	N
Barclays Canadian Commodities Limited	LTP113	2,110,112	08-Jun-13	30-Jun-15	25,321	0	Dawn	Dawn	N
Exelon Generation Company, LLC	LTP114	1,055,056	01-Aug-13	30-Apr-17	25,321	36,927	Dawn	Dawn	N
Exelon Generation Company, LLC	LTP115	1,055,056	01-May-14	30-Apr-17	25,321	36,927	Dawn	Dawn	N
Koch Canada Energy Services, LP	LTP116	1,055,056	01-Apr-14	31-Mar-16	12,661	10,551	Dawn	Dawn	N
Ag Energy Co-operative Ltd.	LTP117	211,011	01-Apr-14	31-Mar-16	2,532	2,532	Dawn	Dawn	N
United Energy Trading Canada, ULC	LTP118	263,764	01-May-14	30-Apr-16	3,165	0	Dawn	Dawn	N
Cargill Limited	LTP119	2,110,112	01-May-14	30-Apr-16	25,321	0	Dawn	Dawn	N
Tenaska Marketing Canada - a division of TMV Corp.	LTP120	2,110,112	09-May-14	30-Apr-17	25,321	15,826	Dawn	Dawn	N
PetroChina International (America), Inc.	LTP121	1,055,056	01-Jul-14	30-Jun-16	12,661	0	Dawn	Dawn	N
Freepoint Commodities LLC	LTP122	263,764	01-Jun-14	31-May-16	3,165	0	Dawn	Dawn	N
Tenaska Marketing Canada - a division of TMV Corp.	LTP123	2,110,112	12-Jun-14	30-Jun-16	25,321	0	Dawn	Dawn	N
MIECO INC.	LTP124	527,528	05-Apr-14	04-Apr-16	6,330	0	Dawn	Dawn	N
Powerex Corp.	LTP125	1,055,056	03-Jul-14	31-Jul-16	12,661	0	Dawn	Dawn	N
BP Canada Energy Group ULC	LTP126	527,528	03-Apr-14	02-Apr-16	6,330	0	Dawn	Dawn	N
Powerex Corp.	LTP128	1,055,056	22-Aug-14	31-Aug-16	12,661	17,585	Dawn	Dawn	N
Cargill Limited	LTP129	1,055,056	13-Sep-14	31-Mar-17	12,661	105,506	Dawn	Dawn	N
Suncor Energy Marketing Inc.	LTP130	1,055,056	13-Sep-14	31-Mar-17	12,661	21,532	Dawn	Dawn	N
Tenaska Marketing Canada - a division of TMV Corp.	LTP131	1,582,584	27-Sep-14	31-Mar-17	18,991	211,011	Dawn	Dawn	N
St. Clair Power, L.P.	SA8349-1	0	01-Jan-13	31-Oct-27	28,380	28,380	Dawn	Dawn	N
TransCanada Power	SA9045-11	0	01-May-14	14-Jan-20	35,200	35,200	Dawn	Dawn	N
In-Franchise Customers		93,577,000	01-Oct-14	30-Sep-15	1,694,000	468,000	Dawn	Dawn	N