

MICHAEL R. BUONAGURO

Barrister and Solicitor

24 HUMBER TRAIL
TORONTO, ONTARIO, M6S 4C1
P: (416) 767-1666
F: (416) 767-1666
EMAIL: mrb@mrb-law.com

October 27, 2015

Ms. Kirsten Walli
Board Secretary
Ontario Energy Board
P.O. Box 2319
26th Floor
2300 Yonge Street
Toronto, ON
M4P 1E4

DELIVERED BY EMAIL

Dear Ms. Walli,

RE: EB-2015-0116

Please find enclosed the interrogatories of the Ontario Greenhouse Vegetable Growers in the above noted proceeding.

Yours very truly,



Michael R. Buonaguro

CC: All Participants

UNION GAS LIMITED

2016 RATES

**INTERROGATORIES OF THE ONTARIO GREENHOUSE
VEGETABLE GROWERS
FOR
UNION GAS LIMITED**

October 27, 2015

Michael Buonaguro
Counsel
Ontario Greenhouse Vegetable Growers
24 Humber Trail
Toronto, Ontario
M6S 4C1

Phone 416-767-1666

Email: mrb@mrb-law.com

Interrogatory #1

Ref: Exhibit A / Tab 1 / pp. 15-18

Preamble: Union Gas Limited (“Union”) noted that over the previous two winters it notified interruptible distribution customers of required interruptions to their service. Union noted that some customers did not comply with the ordered service interruptions.

Union proposes to increase the Unauthorized Overrun Non-Compliance rate from \$1.204/GJ to \$100/GJ.

- a) Please describe the conditions under which Union will trigger an interruption of service to interruptible rate classes, and the process for determining whether such conditions exist. In describing the conditions and process as requested please describe the extent to which Union exercises discretion when triggering an interruption of service, and the extent to which an interruption is automatically triggered based on predetermined criteria. To the extent that any such predetermined criteria exist, please describe the criteria and how it was developed.
- b) When Union triggers an interruption of service, does Union necessarily interrupt all interruptible rate classes and customers, or does Union retain the discretion to interrupt only a subset of the interruptible classes, and/or only a subset of interruptible customers within a class? If the latter, how does Union determine which classes and customers to interrupt?
- c) Please provide any and all documents that set out Union’s policy with respect to how it determines that an interruption of service is required, including any documents provided to the Union personnel who have the responsibility for deciding that an interruption of service is necessary.
- d) Please provide details of Union’s policy with respect to the notice it provides customers in advance of an interruption, including but not limited to Union’s policy with respect to the nature of the notice, the minimum notice period in advance of a proposed interruption, the detail provided to customers about the cause of the interruption, and the detail provided to customers with respect to the proposed timing and length of the interruption. Please provide any documents setting out Union’s policy with respect to the notice that it provides to its interruptible customers with respect to interruptions in service.

- e) When providing a response to Board Staff 5 a), please include details about the number of interruptions over the last two years, the length of each interruption, the notice period provided to customers in advance of each interruption, and any measures Union took to provide assistance to customers that could not, on their own or at all, obtain an alternative to service from Union. Please also provide a calculation of the forecast reduction in load that the interruption was required to achieve, the actual reduction in load that was experienced as a result of customers complying with the interruption request, and the reduction in load that would have been effected had all interruptible customers complied with the interruption request that was provided.
- f) Union asserts that the unauthorized overrun non-compliance rate does not relieve the customer from “any consequential damages arising from a customer’s failure to comply with Union’s interruption notice”. Please describe the types of consequential damages Union is referring to. Please provide details of any instances over the last two winters where consequential damages were suffered as a result of unauthorized overruns, including but not limited to the quantification of those damages and the details of whether and how those damages were recovered from customers that failed to comply with Union’s interruption notice.
- g) Please confirm that Union retains the discretion to avoid any and all consequential damages by entering onto the premises of its customers and manually shutting off service in order to force compliance with an interruption notice. Please file the relevant excerpt of the conditions of service that provides Union with this discretion; please also provide the details as to when and the manner in which the discretion was approved by the Ontario Energy Board.
- h) How do interruptible customers typically obtain alternate service during an interruption, assuming they comply with the interruption notice?
- i) Please provide a description of any assistance Union provides to customers with respect to implementing alternatives to service from Union during an interruption.
- j) In instances where a customer has, in good faith, attempted to comply with the interruption notice by obtaining alternate service but is unable to do so as a result of circumstances beyond its control, does Union retain the discretion to absolve the customer from paying the unauthorized overrun non-compliance rate? If not why not? If so, please describe the process that a non-compliant customer can undertake in order to provide an explanation for its noncompliance in order to seek an exemption from the unauthorized overrun non-compliance rate.
- k) Is there a process in place for a customer to appeal Union’s application of the unauthorized overrun non-compliance rate, presumably to the OEB or alternatively to some other 3rd party, if the customer has concerns with Union’s application of the rate in a particular instance? If not, why not?
- l) Please confirm that the diesel prices cited by Union at:

http://www2.nrcan.gc.ca/eneene/sources/pripr/prices_bycity_e.cfm?PriceYear=0&ProductID=5&LocationID=66,8,39,17

are average weekly retail prices.

- m) Does Union agree that customers within the interruptible classes that use diesel as an alternative fuel during an interruption would access diesel at the wholesale, rather than retail, price? If not why not.
- n) Union cites an average weekly retail price of diesel of \$40/GJ; please provide the equivalent average weekly wholesale price of diesel.