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November 19, 2021

**Sent by EMAIL, RESS e-filing**

Ms. Christine E. Long  
Registrar  
Ontario Energy Board  
27-2300 Yonge Street  
Toronto, ON M4P 1E4

Dear Ms. Long:

**Re: EB-2021-0215: EPCOR Natural Gas Limited Partnership's ("ENGLP") 2022  
Incentive Rate Adjustment Application - Aylmer**

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In accordance with EB-2021-0215 Procedural Order 1, please find enclosed ENGLP's submission in response to the OEB Staff submission of November 17, 2021.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Hesselink", with a stylized flourish at the end.

Tim Hesselink  
Senior Manager, Regulatory Affairs  
EPCOR Natural Gas Limited Partnership  
(705) 445-1800 ext. 2274  
[THesselink@epcor.com](mailto:THesselink@epcor.com)

Encl.

cc. Arturo Lau, Case Manager, OEB Staff  
Michael Millar, OEB Counsel  
Daniela O'Callaghan, Susannah Robinson, EPCOR Utilities Inc.

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

**AND IN THE MATTER OF** an application by EPCOR Natural Gas Limited Partnership pursuant to section 36(1) of the OEB Act for an order or orders approving or fixing just and reasonable rates and other charges for the sale and distribution of gas to be effective January 1, 2022 for the EPCOR Natural Gas Limited Partnership gas distribution system to serve Aylmer and surrounding areas with its service territory.

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**REPLY SUBMISSION OF  
EPCOR NATURAL GAS LIMITED PARTNERSHIP (“ENGLP”)**

**2022 IRM Application for natural gas distribution rates and other  
charges effective January 1, 2022**

**EB-2021-0215  
November 19, 2021**

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## Overview of Reply Submission

In accordance with EB-2021-0215 Procedural Order 1, ENGLP is filing this submission in response to the OEB Staff submission of November 17, 2020 (the “OEB Staff Submission”).

ENGLP is in general agreement with the comments and position of Board Staff as stated in the OEB Staff Submission. This reply submission will directly address Staff comments regarding the 2016/2017 System Integrity Capital Deferral Account (SICDA).

### As stated on page 10 of the OEB Staff Submission:

*OEB staff generally has no concerns with the proposed disposition of the SICDA balance (including interest to December 31, 2021). OEB staff submits that the balance in the account has been calculated appropriately. OEB staff notes that the revenue requirement associated with the Bradley Station and Bradley to Wilson pipeline projects is not included in SICDA balance as the net book value related to those projects was already placed in rate base in 2020.*

*However, OEB staff notes that EPCOR stated that the proposed allocation methodology, which uses a volumetric allocator, is consistent with how the amounts would have been allocated to rate classes had these projects been included in rate base at the outset of the rate term. **OEB staff requests that EPCOR, in its reply argument, further support that the proposed allocation methodology for the SICDA is the same as if the assets were included in rate base at the outset of the rate term.***

### ENGLP Response:

In the filed IRM application, ENGLP used a simplified linear approach to allocate the SICDA balance to customers in rate classes 1-5. In its response to staff interrogatories, EPCOR confirmed that used a volumetric allocator to allocate the SICDA balance to rate classes as this is consistent with how the amounts would have been allocated if they had been included in rate base from the onset of the rate term. The intent behind this comment was to indicate that a variable rate rider would be appropriate to allocate the balance in this case, as opposed to a fixed - connection based allocation. A variable allocation would be better suited to equitably allocate the balance being requested for disposition. The end result will be a consistent rate rider for each rate class.

After receiving the OEB Staff submission, ENGLP took the opportunity to review the allocation further to determine if there is a more appropriate allocation given the specific nature of this deferral account.

As a result of this review, ENGLP would like to propose a revised and more precise allocation methodology for the disposition of the SICDA account. The tables below provide additional detail.

The rate rider was originally allocated on a linear basis for each rate class based on projected volumes as follows:

**Table 1: Previously Submitted SICDA Rate Rider Calculation**

		A	B	C	D	E	F	G	H	I
		Unit	Row Sum	Rate 1 - Residential	Rate 1 - Commercial	Rate 1 - Industrial	Rate 2	Rate 3	Rate 4	Rate 5
1	Volume	m3	28,601,377	16,640,846	5,037,308	2,218,060	789,336	1,310,553	1,768,644	836,630
2	Allocation	%	100%	58.2%	17.6%	7.8%	2.8%	4.6%	6.2%	2.9%
3	Sum	\$	67,829	39,464	11,946	5,260	1,872	3,108	4,194	1,984
4	<b>Rate Rider</b>	<b>¢/m3</b>		<b>0.2372</b>	<b>0.2372</b>	<b>0.2372</b>	<b>0.2372</b>	<b>0.2372</b>	<b>0.2372</b>	<b>0.2372</b>

During its review, ENGLP referred back to the Aylmer cost of service filing to identify if there was an alternate allocation method and how it would compare with the initial submission.

As per EB-2018-0336, Exhibit 7, Tab 2, Schedule 11, the categorization of 'Distribution Mains' was allocated based on a combination of 'Delivery Demand' and 'Unweighted Customer'. EB-2018-0336, Exhibit 7, Tab 2, Schedule 13 further allocates these amounts by rate class resulting in a revised allocation:

**Table 2: Distribution Mains Rate Class Weighted Allocation**

	Delivery	Unweighted Customer	Total Weighted	Allocation
Mains	66.53%	33.47%		100.00% <sup>1</sup>
Rate 1	1,381	2,701	1,823	94.5%
Rate 2	72	14	53	2.7%
Rate 3	9	2	7	0.3%
Rate 4	56	11	41	2.1%
Rate 5	8	1	6	0.3%
Total	1,526	2,729	1930	100% <sup>2</sup>

<sup>1</sup> EB-2018-0336, Exhibit 7, Tab 2, Schedule 11

<sup>2</sup> EB-2018-0336, Exhibit 7, Tab 2, Schedule 13

This allocation methodology provides an updated allocation methodology for the SICDA account as set out in Table 3 below.

**Table 3: SICDA Balance Allocation**

	Original	Revised	Variance (%)
Rate 1	56,670	64,107	13%
Rate 2	1,872	1,849	-1%
Rate 3	3,108	234	-92%
Rate 4	4,194	1,440	-66%
Rate 5	1,984	199	-90%
<b>Total</b>	<b>67,829</b>	<b>67,829</b>	

The revised allocation method results in updated rate-class specific rate riders as follows:

**Table 4: Revised SICDA Rate Rider Calculation**

		A	B	C	D	E	F	G	H	I
		Unit	Row Sum	Rate 1 - Residential	Rate 1 - Commercial	Rate 1 - Industrial	Rate 2	Rate 3	Rate 4	Rate 5
1	Volume	m3	28,601,377	16,640,846	5,037,308	2,218,060	789,336	1,310,553	1,768,644	836,630
2	Allocation	%	100%	65.8%	19.9%	8.8%	2.7%	0.3%	2.1%	0.3%
3	Sum	\$	67,829	44,643	13,514	5,950	1,849	234	1,440	199
4	<b>Rate Rider</b>	<b>¢/m3</b>		<b>0.2683</b>	<b>0.2683</b>	<b>0.2683</b>	<b>0.2343</b>	<b>0.0179</b>	<b>0.0814</b>	<b>0.0238</b>

The revised rate rider also leads to updated customer bill impacts as follows:

**Table 5: Bill Impact Comparison**

Rate Class	Submitted		Revised		Variance (\$)	Variance (%)
	Change in Total Bill (\$ / year / customer)	Change in Total Bill (%)	Change in Total Bill (\$ / year / customer)	Change in Total Bill (%)		
RATE 1 - Residential	\$27.36	3.1%	\$27.94	3.1%	\$0.58	2.1%
RATE 1 - Commercial	\$28.08	0.8%	\$30.97	0.9%	\$2.90	10.3%
RATE 1 - Industrial	\$73.90	0.7%	\$83.35	0.8%	\$9.45	12.8%
RATE 2 - Apr to Oct	\$33.39	1.1%	\$33.13	1.1%	(\$0.25)	-0.8%
RATE 2 - Nov to Mar	\$41.43	1.5%	\$41.22	1.5%	(\$0.21)	-0.5%
RATE 2 - Annual	\$98.62	1.7%	\$98.16	1.7%	(\$0.46)	-0.5%

RATE 3	<b>\$852.36</b>	<b>1.2%</b>	<b>\$373.35</b>	<b>0.5%</b>	<b>(\$479.01)</b>	<b>-56.2%</b>
RATE 4 - Apr to Dec	<b>\$197.11</b>	<b>1.7%</b>	<b>\$145.87</b>	<b>1.3%</b>	<b>(\$51.24)</b>	<b>-26.0%</b>
RATE 4 - Jan to Mar	<b>\$67.45</b>	<b>1.6%</b>	<b>\$51.48</b>	<b>1.2%</b>	<b>(\$15.97)</b>	<b>-23.7%</b>
RATE 4 - Annual	<b>\$214.97</b>	<b>1.4%</b>	<b>\$147.76</b>	<b>1.0%</b>	<b>(\$67.21)</b>	<b>-31.3%</b>
RATE 5	<b>\$731.83</b>	<b>1.1%</b>	<b>\$285.49</b>	<b>0.4%</b>	<b>(\$446.34)</b>	<b>-61.0%</b>

**Conclusion and Revised Request:**

Based on the information provided, ENGLP is recommending to allocate the SICDA balance based on the above-noted updated rate allocation. To confirm, ENGLP proposes to update the rate riders as follows (cents per m<sup>3</sup> to be recovered over a 12 month period):

**Table 6 - Proposed Rate Riders:**

SICDA	Proposed
Rate 1	<b>0.2683</b>
Rate 2	<b>0.2343</b>
Rate 3	<b>0.0179</b>
Rate 4	<b>0.0814</b>
Rate 5	<b>0.0238</b>

A set of revised draft rate schedules has been included as an appendix in this submission, for consideration by the Board panel.

## **APPENDIX A - Revised Proposed Draft Rate Schedules**

**EPCOR Natural Gas Limited Partnership Aylmer  
Natural Gas System**

**Proposed Draft Rate Schedules**

**EB-2021-0215**

***Effective: January 1, 2022***

**EPCOR Natural Gas Limited Partnership**

**RATE 1 - General Service Rate**

**Rate Availability**

The entire service area of the Company.

**Eligibility**

A customer that requires delivery of natural gas to any residential building served through one meter and containing no more than three dwelling units.

**Rate**

a)	Monthly Fixed Charge <sup>(1)</sup>	\$19.50
	Rate Rider for REDA Recovery (2021) – effective for 3 months ending March 31, 2022	\$0.78
	Rate Rider for REDA Recovery (2022) – effective for 12 months ending December 31, 2022	\$0.33
	Rate Rider for LDMDA Recovery (2022) – effective for 12 months ending December 31, 2022	\$1.35
b)	Delivery Charge	
	First 1,000 m <sup>3</sup> per month	13.7196 cents per m <sup>3</sup>
	All over 1,000 m <sup>3</sup> per month	11.0264 cents per m <sup>3</sup>
	Rate Rider for PGTVA recovery (2021) – effective for 3 months ending March 31, 2022	0.3113 cents per m <sup>3</sup>
	Rate Rider for PGTVA recovery (2022) – effective for 12 months ending December 31, 2022	0.3195 cents per m <sup>3</sup>
	Rate Rider for ADVADA recovery (2021) – effective for 3 months ending March 31, 2022	0.1508 cents per m <sup>3</sup>
	Rate Rider for SICDA recovery (2022) – effective for 12 months ending December 31, 2022	0.2683 cents per m <sup>3</sup>
c)	Carbon Charges	
	Federal Carbon Charge (if applicable)	7.8300 cents per m <sup>3</sup>
	Facility Carbon Charge	0.0052 cents per m <sup>3</sup>
	Rate Rider for FCCCVA recovery (if applicable)	0.9416 cents per m <sup>3</sup>



– effective for 3 months ending March 31, 2022

Rate Rider for FCCFVA recovery (if applicable) \$0.01 per month  
– effective for 3 months ending March 31, 2022

Rate Rider for GGEADA recovery \$0.78 per month  
– effective for 3 months ending March 31, 2022

d) Gas Supply Charge and System Gas Refund Rate Rider (if applicable) Schedule A

<sup>(1)</sup> Aggregated within Monthly Fixed Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

### **Meter Readings**

Gas consumption by each customer under this rate schedule shall be determined by monthly meter reading, provided that in circumstances beyond the control of the company such as strikes or non-access to a meter, the company may estimate the consumption each month as of the scheduled date of the regular monthly meter reading and render a monthly bill to the customer thereof.

### **Delayed Payment Penalty**

When payment is not made in full by the due date noted on the bill, which date shall not be less than 16 calendar days after the date of mailing, hand delivery or electronic transmission of the bill, the balance owing will be increased by 1.5%. Any balance remaining unpaid in subsequent months will be increased by a further 1.5% per month. The minimum delayed payment penalty shall be one dollar (\$1.00).

### **Bundled Direct Purchase Delivery**

Where a customer elects under this rate schedule to directly purchase its gas from a supplier other than EPCOR, the customer or their agent must enter into a Bundled T-Service Receipt Contract with EPCOR for delivery of gas to EPCOR. Bundled T-Service Receipt Contract rates are described in rate schedule BT1. The gas supply charge will not be applicable to customers who elect said Bundled T transportation service.

Unless otherwise authorized by EPCOR, customers who are delivering gas to EPCOR under direct purchase arrangements must obligate to deliver said gas at a point acceptable to EPCOR, and must acquire and maintain firm transportation on all pipeline systems upstream of Ontario.

Effective: January 1, 2022

Implementation: All bills rendered on or after January 1,  
2022 EB-2021-0215

**EPCOR Natural Gas Limited Partnership**

**RATE 2 - Seasonal Service**

**Rate Availability**

The entire service area of the company.

**Eligibility**

All customers.

**Rate**

For all gas consumed from:	April 1 - Oct 31	Nov 1 - Mar 31
a) Monthly Fixed Charge <sup>(1)</sup>	\$21.00	\$21.00
Rate Rider for REDA Recovery (2021) – effective for 3 months ending March 31, 2022	\$0.78	\$0.78
Rate Rider for REDA Recovery (2022) – effective for 12 months ending December 31, 2022	\$0.33	\$0.33
b) Delivery Charge		
First 1,000 m <sup>3</sup> per month	17.6387 cents per m <sup>3</sup>	22.2332 cents per m <sup>3</sup>
Next 24,000 m <sup>3</sup> per month	9.1630 cents per m <sup>3</sup>	15.1670 cents per m <sup>3</sup>
All over 25,000 m <sup>3</sup> per month	7.1434 cents per m <sup>3</sup>	16.0935 cents per m <sup>3</sup>
Rate Rider for PGTVA Recovery (2021) – effective for 3 months ending March 31, 2022	0.3113 cents per m <sup>3</sup>	0.3113 cents per m <sup>3</sup>
Rate Rider for PGTVA Recovery (2022) – effective for 12 months ending December 31, 2022	0.3195 cents per m <sup>3</sup>	0.3195 cents per m <sup>3</sup>
Rate Rider for ADVADA recovery (2021) – effective for 3 months ending March 31, 2022	0.1484 cents per m <sup>3</sup>	0.1484 cents per m <sup>3</sup>
Rate Rider for SICDA recovery (2022) – effective for 12 months ending December 31, 2022	0.2343 cents per m <sup>3</sup>	0.2343 cents per m <sup>3</sup>
c) Carbon Charges		
Federal Carbon Charge (if applicable)	7.8300 cents per m <sup>3</sup>	7.8300 cents per m <sup>3</sup>
Facility Carbon Charge	0.0052 cents per m <sup>3</sup>	0.0052 cents per m <sup>3</sup>
Rate Rider for FCCCVA recovery (if applicable) – effective for 3 months ending March 31, 2022	0.9416 cents per m <sup>3</sup>	0.9416 cents per m <sup>3</sup>
Rate Rider for FCCFVA recovery	\$0.01 per month	\$0.01 per month

– effective for 3 months ending March 31, 2022

Rate Rider for GGEADA recovery	\$0.78 per month	\$0.78 per month
– effective for 3 months ending March 31, 2022		

d) Gas Supply Charge and System Gas Refund Rate Rider (if applicable) Schedule A

<sup>(1)</sup> Aggregated within Monthly Fixed Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

### **Meter Readings**

Gas consumption by each customer under this rate schedule shall be determined by monthly meter reading, provided that in circumstances beyond the control of the company such as strikes or non-access to a meter, the company may estimate the consumption each month as of the scheduled date of the regular monthly meter reading and render a monthly bill to the customer thereof.

### **Delayed Payment Penalty**

When payment is not made in full by the due date noted on the bill, which date shall not be less than 16 calendar days after the date of mailing, hand delivery or electronic transmission of the bill, the balance owing will be increased by 1.5%. Any balance remaining unpaid in subsequent months will be increased by a further 1.5% per month. The minimum delayed payment penalty shall be one dollar (\$1.00).

### **Bundled Direct Purchase Delivery**

Where a customer elects under this rate schedule to directly purchase its gas from a supplier other than EPCOR, the customer or their agent must enter into a Bundled T-Service Receipt Contract with EPCOR for delivery of gas to EPCOR. Bundled T-Service Receipt Contract rates are described in rate schedule BT1. The gas supply charge will not be applicable to customers who elect said Bundled T transportation service.

Unless otherwise authorized by EPCOR, customers who are delivering gas to EPCOR under direct purchase arrangements must obligate to deliver said gas at a point acceptable to EPCOR, and must acquire and maintain firm transportation on all pipeline systems upstream of Ontario.

Effective: January 1, 2022

Implementation: All bills rendered on or after January 1, 2022

EB-2021-0215

## **EPCOR Natural Gas Limited Partnership**

### **RATE 3 - Special Large Volume Contract Rate**

#### **Rate Availability**

The entire service area of the company.

#### **Eligibility**

A customer who enters into a contract with the company for the purchase or transportation of gas:

- a) for a minimum term of one year;
- b) that specifies a combined daily contracted demand for firm and interruptible service of at least 700 m<sup>3</sup>; and
- c) a qualifying annual volume of at least 113,000 m<sup>3</sup>.

#### **Rate**

1. Bills will be rendered monthly and shall be the total of:

- a) A Monthly Customer Charge<sup>(1)</sup>:

A Monthly Customer Charge of \$201.00 for firm or interruptible customers; or  
A Monthly Customer Charge of \$223.00 for combined (firm and interruptible) customers.

Rate Rider for REDA Recovery (2021) \$0.78  
– effective for 3 months ending March 31, 2022

Rate Rider for REDA Recovery (2022) \$0.33  
– effective for 12 months ending December 31, 2022

- b) A Monthly Demand Charge:

A Monthly Demand Charge of 30.6443 cents per m<sup>3</sup> for each m<sup>3</sup> of daily contracted firm demand.

- c) A Monthly Delivery Charge:

- (i) A Monthly Firm Delivery Charge for all firm volumes of 4.0445 cents per m<sup>3</sup>,
- (ii) A Monthly Interruptible Delivery Charge for all interruptible volumes to be negotiated between the company and the customer not to exceed 11.0113 cents per m<sup>3</sup> and not to be less than 7.9775 per m<sup>3</sup>.

Rate Rider for PGTVA recovery (2021) 0.3113 cents per m<sup>3</sup>  
– effective for 3 months ending March 31, 2022

Rate Rider for PGTVA recovery (2022) 0.3195 cents per m<sup>3</sup>  
– effective for 12 months ending December 31, 2022

Rate Rider for ADVADA recovery (2021) 0.1508 cents per m<sup>3</sup>  
– effective for 3 months ending March 31, 2022

Rate Rider for SICDA recovery (2022) – effective for 12 months ending December 31, 2022	0.0179 cents per m <sup>3</sup>
e) Carbon Charges	
Federal Carbon Charge (if applicable)	7.8300 cents per m <sup>3</sup>
Facility Carbon Charge	0.0052 cents per m <sup>3</sup>
Rate Rider for FCCCVA recovery (if applicable) – effective for 3 months ending March 31, 2022	0.9416 cents per m <sup>3</sup>
Rate Rider for FCCFVA recovery (if applicable) – effective for 3 months ending March 31, 2022	\$0.01 per month
Rate Rider for GGEADA recovery – effective for 3 months ending March 31, 2022	\$0.78 per month
d) Gas Supply Charge and System Gas Refund Rate Rider (if applicable)	Schedule A
e) Overrun Gas Charges:	

Overrun gas is available without penalty provided that it is authorized by the company in advance. The company will not unreasonably withhold authorization.

If, on any day, the customer should take, without the company's approval in advance, a volume of gas in excess of the maximum quantity of gas which the company is obligated to deliver to the customer on such day, or if, on any day, the customer fails to comply with any curtailment notice reducing the customer's take of gas, then,

- (i) the volume of gas taken in excess of the company's maximum delivery obligation for such day, or
- (ii) the volume of gas taken in the period on such day covered by such curtailment notice (as determined by the company in accordance with its usual practice) in excess of the volume of gas authorized to be taken in such period by such curtailment notice,

as the case may be, shall constitute unauthorized overrun volume.

Any unauthorized firm overrun gas taken in any month shall be paid for at the Rate 3 Firm Delivery Charge in effect at the time the overrun occurs. In addition, the Contract Demand level shall be adjusted to the actual maximum daily volume taken and the Demand Charges stated above shall apply for the whole contract year, including retroactively, if necessary, thereby requiring recomputation of bills rendered previously in the contract year.

Any unauthorized interruptible overrun gas taken in any month shall be paid for at the Rate 1 Delivery Charge in effect at the time the overrun occurs plus any Gas Supply Charge applicable.

For any unauthorized overrun gas taken, the customer shall, in addition, indemnify the company in respect of any penalties or additional costs imposed on the company by the company's suppliers, any additional gas cost incurred or any sales margins lost as a consequence of the customer taking the unauthorized overrun volume.

2. In negotiating the Monthly Interruptible Commodity Charge referred to in 1(c)(ii) above, the matters to be considered include:

- a) The volume of gas for which the customer is willing to contract;
  - b) The load factor of the customer's anticipated gas consumption, the pattern of annual use, and the minimum annual quantity of gas which the customer is willing to contract to take or in any event pay for;
  - c) Interruptible or curtailment provisions; and
  - d) Competition.
3. In each contract year, the customer shall take delivery from the company, or in any event pay for it if available and not accepted by the customer, a minimum volume of gas as specified in the contract between the parties. Overrun volumes will not contribute to the minimum volume. The rate applicable to the shortfall from this minimum shall be 3.1530 cents per m<sup>3</sup> for firm gas and 5.4412 cents per m<sup>3</sup> for interruptible gas.
4. The contract may provide that the Monthly Demand Charge specified in Rate Section 1 above shall not apply on all or part of the daily contracted firm demand used by the customer during the testing, commissioning, phasing in, decommissioning and phasing out of gas-using equipment for a period not to exceed one year (the transition period). In such event, the contract will provide for a Monthly Firm Delivery Commodity Charge to be applied on such volume during the transition of 5.7163 cents per m<sup>3</sup> and a gas supply commodity charge as set out in Schedule A, if applicable. Gas purchased under this clause will not contribute to the minimum volume.

<sup>(1)</sup> Aggregated within Monthly Fixed Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

### **Bundled Direct Purchase Delivery**

Where a customer elects under this rate schedule to directly purchase its gas from a supplier other than EPCOR, the customer or their agent must enter into a Bundled T-Service Receipt Contract with EPCOR for delivery of gas to EPCOR. Bundled T-Service Receipt Contract rates are described in rate schedule BT1. The gas supply charge will not be applicable to customers who elect said Bundled T transportation service.

Unless otherwise authorized by EPCOR, customers who are delivering gas to EPCOR under direct purchase arrangements must obligate to deliver said gas at a point acceptable to EPCOR, and must acquire and maintain firm transportation on all pipeline systems upstream of Ontario.

### **Delayed Payment Penalty**

When payment is not made in full by the due date noted on the bill, which date shall not be less than 16 calendar days after the date of mailing, hand delivery or electronic transmission of the bill, the balance owing will be increased by 1.5%. Any balance remaining unpaid in subsequent months will be increased by a further 1.5% per month. The minimum delayed payment penalty shall be one dollar (\$1.00).

Effective: January 1, 2022

Implementation: All bills rendered on or after January 1, 2022

EB-2021-0215

**EPCOR Natural Gas Limited Partnership**

**RATE 4 - General Service Peaking**

**Rate Availability**

The entire service area of the company.

**Eligibility**

All customers whose operations, in the judgment of EPCOR NATURAL GAS LIMITED PARTNERSHIP, can readily accept interruption and restoration of gas service with 24 hours' notice.

**Rate**

For all gas consumed from:	April 1 - Dec 31	Jan 1 - Mar 31
Monthly Fixed Charge <sup>(1)</sup>	\$21.00	\$21.00
Rate Rider for REDA Recovery (2021) – effective for 3 months ending March 31, 2022	\$0.78	\$0.78
Rate Rider for REDA Recovery (2022) – effective for 12 months ending December 31, 2022	\$0.33	\$0.33
a) Delivery Charge		
First 1,000 m <sup>3</sup> per month	19.5025 cents per m <sup>3</sup>	24.8799 cents per m <sup>3</sup>
All over 1,000 m <sup>3</sup> per month	11.9660 cents per m <sup>3</sup>	19.2257 cents per m <sup>3</sup>
Rate Rider for PGTVA Recovery (2021) – effective for 3 months ending March 31, 2022	0.3113 cents per m <sup>3</sup>	0.3113 cents per m <sup>3</sup>
Rate Rider for PGTVA Recovery (2022) – effective for 12 months ending December 31, 2022	0.3195 cents per m <sup>3</sup>	0.3195 cents per m <sup>3</sup>
Rate Rider for ADVADA recovery (2021) – effective for 3 months ending March 31, 2022	0.1484 cents per m <sup>3</sup>	0.1484 cents per m <sup>3</sup>
Rate Rider for SICDA recovery (2022) – effective for 12 months ending December 31, 2022	0.0814 cents per m <sup>3</sup>	0.0814 cents per m <sup>3</sup>
b) Carbon Charges		
Federal Carbon Charge (if applicable)	7.8300 cents per m <sup>3</sup>	7.8300 cents per m <sup>3</sup>
Facility Carbon Charge	0.0052 cents per m <sup>3</sup>	0.0052 cents per m <sup>3</sup>
Rate Rider for FCCCVA recovery (if applicable) – effective for 3 months ending March 31, 2022	0.9416 cents per m <sup>3</sup>	0.9416 cents per m <sup>3</sup>
Rate Rider for FCCFVA recovery – effective for 3 months ending March 31, 2022	\$0.01 per month	\$0.01 per month

Rate Rider for GGEADA recovery – effective for 3 months ending March 31, 2022	\$0.78 per month	\$0.78 per month
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c) Gas Supply Charge and System Gas Refund Rate Rider (if applicable) Schedule A

<sup>(1)</sup> Aggregated within Monthly Fixed Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

### **Meter Readings**

Gas consumption by each customer under this rate schedule shall be determined by monthly meter reading provided that in circumstances beyond the control of the company such as strikes or non-access to a meter, the company may estimate the consumption each month as of the scheduled date of the regular monthly meter reading and render a monthly bill to the customer thereof.

### **Delayed Payment Penalty**

When payment is not made in full by the due date noted on the bill, which date shall not be less than 16 calendar days after the date of mailing, hand delivery or electronic transmission of the bill, the balance owing will be increased by 1.5%. Any balance remaining unpaid in subsequent months will be increased by a further 1.5% per month. The minimum delayed payment penalty shall be one dollar (\$1.00).

### **Bundled Direct Purchase Delivery**

Where a customer elects under this rate schedule to directly purchase its gas from a supplier other than EPCOR, the customer or their agent must enter into a Bundled T-Service Receipt Contract with EPCOR for delivery of gas to EPCOR. Bundled T-Service Receipt Contract rates are described in rate schedule BT1. The gas supply charge will not be applicable to customers who elect said Bundled T transportation service.

Unless otherwise authorized by EPCOR, customers who are delivering gas to EPCOR under direct purchase arrangements must obligate to deliver said gas at a point acceptable to EPCOR, and must acquire and maintain firm transportation on all pipeline systems upstream of Ontario.

Effective: January 1, 2022

Implementation: All bills rendered on or after January 1, 2022

EB-2021-0215



**EPCOR Natural Gas Limited Partnership**

**RATE 5 - Interruptible Peaking Contract Rate**

**Rate Availability**

The entire service area of the company.

**Eligibility**

A customer who enters into a contract with the company for the purchase or transportation of gas:

- a) for a minimum term of one year;
- b) that specifies a daily contracted demand for interruptible service of at least 700 m<sup>3</sup>; and
- c) a qualifying annual volume of at least 50,000 m<sup>3</sup>.

**Rate**

1. Bills will be rendered monthly and shall be the total of:

a)	Monthly Fixed Charge <sup>(1)</sup>	\$191.00
	Rate Rider for REDA Recovery (2021) – effective for 3 months ending March 31, 2022	\$0.78
	Rate Rider for REDA Recovery (2022) – effective for 12 months ending December 31, 2022	\$0.33
b)	A Monthly Delivery Charge:	
	A Monthly Delivery Charge for all interruptible volumes to be negotiated between the company and the customer not to exceed 9.7053 cents per m <sup>3</sup> and not to be less than 6.2641 per m <sup>3</sup> .	
	Rate Rider for PGTVA recovery (2021) – effective for 3 months ending March 31, 2022	0.3113 cents per m <sup>3</sup>
	Rate Rider for PGTVA recovery (2022) – effective for 12 months ending December 31, 2022	0.3195 cents per m <sup>3</sup>
	Rate Rider for ADVADA recovery (2021) – effective for 3 months ending March 31, 2022	0.1508 cents per m <sup>3</sup>
	Rate Rider for SICDA recovery (2022) – effective for 12 months ending December 31, 2022	0.0238 cents per m <sup>3</sup>
c)	Carbon Charges	
	Federal Carbon Charge (if applicable)	7.8300 cents per m <sup>3</sup>
	Facility Carbon Charge	0.0052 cents per m <sup>3</sup>
	Rate Rider for FCCCVA recovery (if applicable) – effective for 3 months ending March 31, 2022	0.9416 cents per m <sup>3</sup>

Rate Rider for FCCFVA recovery (if applicable) \$0.01 per month  
– effective for 3 months ending March 31, 2022

Rate Rider for GGEADA recovery \$0.78 per month  
– effective for 3 months ending March 31, 2022

d) Gas Supply Charge and System Gas Refund Rate Rider (if applicable) Schedule A

e) Overrun Gas Charge:

Overrun gas is available without penalty provided that it is authorized by the company in advance. The company will not unreasonably withhold authorization.

If, on any day, the customer should take, without the company's approval in advance, a volume of gas in excess of the maximum quantity of gas which the company is obligated to deliver to the customer on such day, or if, on any day, the customer fails to comply with any curtailment notice reducing the customer's take of gas, then

- (i) the volume of gas taken in excess of the company's maximum delivery obligation for such day, or
- (ii) the volume of gas taken in the period on such day covered by such curtailment notice (as determined by the company in accordance with its usual practice) in excess of the volume of gas authorized to be taken in such period by such curtailment notice,

as the case may be, shall constitute unauthorized overrun volume.

Any unauthorized overrun gas taken in any month shall be paid for at the Rate 1 Delivery Charge in effect at the time the overrun occurs plus any applicable Gas Supply Charge.

For any unauthorized overrun gas taken, the customer shall, in addition, indemnify the company in respect of any penalties or additional costs imposed on the company by the company's suppliers, any additional gas cost incurred or any sales margins lost as a consequence of the customer taking the unauthorized overrun volume.

2. In negotiating the Monthly Interruptible Commodity Charge referred to in 1(c) above, the matters to be considered include:

- a) The volume of gas for which the customer is willing to contract;
- b) The load factor of the customer's anticipated gas consumption and the pattern of annual use and the minimum annual quantity of gas which the customer is willing to contract to take or in any event pay for;
- c) Interruptible or curtailment provisions; and
- d) Competition.

3. In each contract year, the customer shall take delivery from the company, or in any event pay for it if available and not accepted by the customer, a minimum volume of gas of 50,000 m<sup>3</sup>. Overrun volumes will not contribute to the minimum volume. The rate applicable to the shortfall from this annual minimum shall be 8.1474 cents per m<sup>3</sup> for interruptible gas.

<sup>(1)</sup> Aggregated within Monthly Fixed Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

### **Bundled Direct Purchase Delivery**

Where a customer elects under this rate schedule to directly purchase its gas from a supplier other than EPCOR, the customer or their agent must enter into a Bundled T-Service Receipt Contract with EPCOR for delivery of gas to EPCOR. Bundled T-Service Receipt Contract rates are described in rate schedule BT1. The gas supply charge will not be applicable to customers who elect said Bundled T transportation service.

Unless otherwise authorized by EPCOR, customers who are delivering gas to EPCOR under direct purchase arrangements must obligate to deliver said gas at a point acceptable to EPCOR, and must acquire and maintain firm transportation on all pipeline systems upstream of Ontario.

### **Delayed Payment Penalty**

When payment is not made in full by the due date noted on the bill, which date shall not be less than 16 calendar days after the date of mailing, hand delivery or electronic transmission of the bill, the balance owing will be increased by 1.5%. Any balance remaining unpaid in subsequent months will be increased by a further 1.5% per month. The minimum delayed payment penalty shall be one dollar (\$1.00).

Effective: January 1, 2022

Implementation: All bills rendered on or after January 1, 2022

EB-2021-0215

**EPCOR Natural Gas Limited Partnership**

**RATE 6 – Integrated Grain Processors Co-Operative Aylmer Ethanol Production Facility**

**Rate Availability**

Rate 6 is available to the Integrated Grain Processors Co-Operative, Aylmer Ethanol Production Facility only.

**Eligibility**

Integrated Grain Processors Co-Operative's ("IGPC") ethanol production facility located in the Town of Aylmer

**Rate**

1. Bills will be rendered monthly and shall be the total of:

a)	Fixed Monthly Charge <sup>(1)</sup> for firm services	\$64,140.69
	Rate Rider for REDA Recovery (2021) – effective for 3 months ending March 31, 2022	\$0.78
	Rate Rider for REDA Recovery (2022) – effective for 12 months ending December 31, 2022	\$0.27
b)	Carbon Charges - Facility Carbon Charge	0.0052 cents per m <sup>3</sup>
c)	Gas Supply Charge and System Gas Refund Rate Rider (if applicable)	Schedule A

<sup>(1)</sup> Aggregated within Monthly Fixed Charge is the amount of one dollar per month in accordance with Bill 32 and Ontario Regulation 24/19.

**Purchased Gas Transportation Charges**

In addition to the Rates and Charges outlined above, IGPC is responsible for all costs, charges and fees incurred by EPCOR related to gas supplied by Enbridge Gas Inc. to EPCOR's system for IGPC. All actual charges billed to ENGLP by Enbridge Gas Inc. under former Union Gas contract ID SA008936 and SA008937, as amended or replaced from time to time, shall be billed to IGPC by EPCOR when and as billed to EPCOR by Enbridge Gas Inc.

**Bundled Direct Purchase Delivery**

Where IGPC elects under this rate schedule to directly purchase its gas from a supplier other than EPCOR, IGPC or its agent must enter into a Bundled T-Service Receipt Contract with EPCOR for delivery of gas to EPCOR. Bundled T-Service Receipt Contract rates are described in rate schedule BT1. The gas supply charge will not be applicable to IGPC if it elects said Bundled T transportation service.

Unless otherwise authorized by EPCOR, IGPC, when delivering gas to EPCOR under direct purchase arrangements,

must obligate to deliver said gas at a point acceptable to EPCOR, and must acquire and maintain firm transportation on all pipeline systems upstream of Ontario.

**Delayed Payment Penalty**

When payment is not made in full by the due date noted on the bill, which date shall not be less than 16 calendar days after the date of mailing, hand delivery or electronic transmission of the bill, the balance owing will be increased by 1.5%. Any balance remaining unpaid in subsequent months will be increased by a further 1.5% per month. The minimum delayed payment penalty shall be one dollar (\$1.00).

Effective: January 1, 2022

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EB-2021-0215

**EPCOR Natural Gas Limited Partnership**

**SCHEDULE A – Gas Supply Charges**

**Rate Availability**

The entire service area of the company.

**Eligibility**

All customers served under Rates 1, 2, 3, 4, 5 and 6.

**Rate**

The Gas Supply Charge applicable to all sales customers shall be made up of the following charges:

PGCVA Reference Price	(EB-2021-0179)	13.0605 cents per m <sup>3</sup>
GPRA Recovery Rate	(EB-2021-0179)	0.2017 cents per m <sup>3</sup>
System Gas Fee	(EB-2018-0336)	<u>0.0435</u> cents per m <sup>3</sup>
Total Gas Supply Charge		<u>13.3057</u> cents per m <sup>3</sup>

**Note:**

PGCVA means Purchased Gas Commodity Variance Account  
GPRA means Gas Purchase Rebalancing Account

Effective: January 1, 2022

Implementation: All bills rendered on or after January 1, 2022

EB-2021-0215

**EPCOR Natural Gas Limited Partnership**

**RATE BT1 – Bundled Direct Purchase Contract Rate**

**Rate Availability**

Rate BT1 is available to all customers or their agent who enter into a Receipt Contract for delivery of gas to EPCOR. The availability of this option is subject to EPCOR obtaining a satisfactory agreement or arrangement with Enbridge Gas Inc. and EPCOR's gas supplier for direct purchase volume and DCQ offsets.

**Eligibility**

All customers electing to purchase gas directly from a supplier other than EPCOR must enter into a Bundled T- Service Receipt Contract with EPCOR either directly or through their agent, for delivery of gas to EPCOR at a mutually acceptable delivery point.

**Rate**

For gas delivered to EPCOR at any point other than the Ontario Point of Delivery, EPCOR will charge a customer or their agent all approved tolls and charges incurred by EPCOR to transport the gas to the Ontario Point of Delivery.

**Note:**

Ontario Point of Delivery means Dawn or Parkway on the Enbridge Gas Inc. (Union South) System as agreed to by EPCOR and EPCOR's customer or their agent.

Effective: January 1, 2022

Implementation: All bills rendered on or after January 1, 2022

EB-2021-0215

**EPCOR Natural Gas Limited Partnership**

**Transmission Service**

**Availability**

Transmission Service charges shall be applied to all natural gas producers that sell gas into Enbridge Gas' Union South system via ENGLP's distribution system.

**Eligibility**

All natural gas producers, transporting gas through ENGLP's system for sale into Enbridge Gas' Union South system shall be charged the Transmission Service Rate and associated Administrative Charge. Rates and Charges will be applied only in those months that a natural gas producer delivers gas to a delivery point on ENGLP's system for sale into Enbridge Gas' Union South system.

**Rate**

Administrative Charge	\$250/month
Transmission Service Rate	\$0.95/mcf

Effective: January 1, 2022

Implementation: All bills rendered on or after January 1,  
2022

EB-2021-0215



**EPCOR Natural Gas Limited Partnership**

**Schedule of Miscellaneous and Service Charges**

	<b>A</b>	<b>B</b>
	<b>Service</b>	<b>Fee</b>
<b>1</b>	Service Work	
<b>2</b>	During normal working hours	
<b>3</b>	Minimum charge (up to 60 minutes)	\$100.00
<b>4</b>	Each additional hour (or part thereof)	\$100.00
<b>5</b>	Outside normal working hours	
<b>6</b>	Minimum charge (up to 60 minutes)	\$130.00
<b>7</b>	Each additional hour (or part thereof)	\$105.00
<b>8</b>		
<b>9</b>	Miscellaneous Charges	
<b>10</b>	Returned Cheque / Payment	\$20.00
<b>11</b>	Replies to a request for account information	\$25.00
<b>12</b>	Bill Reprint / Statement Print Requests	\$20.00
<b>13</b>	Consumption Summary Requests	\$20.00
<b>14</b>	Customer Transfer / Connection Charge	\$35.00
<b>15</b>		
<b>16</b>	Reconnection Charge	\$85.00
<b>17</b>		
<b>18</b>	Inactive Account Charge	ENGLP's cost to install service
<b>19</b>		
<b>20</b>	Late Payment Charge	1.5% / month, 19.56% / year (effective rate of 0.04896% compounded daily)
<b>21</b>	Meter Tested at Customer Request Found to be Accurate	Charge based on actual costs
<b>22</b>	Installation of Service Lateral	\$100 for the first 20 meters. Additional if pipe length exceeds 20 meters.

Note: Applicable taxes will be added to the above charges

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Implementation: All bills rendered on or after January 1, 2022

EB-2021-0215