

## **DECISION AND ORDER**

EB-2021-0268

# EPCOR NATURAL GAS LIMITED PARTNERSHIP

2022 Federal Carbon Pricing Program Application

**BEFORE: Michael Janigan** 

**Presiding Commissioner** 

**David Sword**Commissioner

March 3, 2022



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#### 1 OVERVIEW

EPCOR Natural Gas Limited Partnership (ENGLP) applied to the Ontario Energy Board (OEB) for approval under section 36(1) of the *Ontario Energy Board Act*, 1998 to increase rates and recover costs associated with meeting its obligations under the federal *Greenhouse Gas Pollution Pricing Act* (GGPPA).

ENGLP operates two natural gas distribution systems in Ontario, which are treated separately for rate-making purposes. These are ENGLP's Aylmer rate zone, and ENGLP's South Bruce rate zone, a newer service territory with the first customer connections in the second half of 2020.

As part of its 2022 Federal Carbon Pricing Program (FCPP) application, ENGLP has requested:

- Approval to increase the Federal Carbon Charge on applicable customer bills, for both the Aylmer and South Bruce rate zones, from 7.83 ¢/m³ to 9.79 ¢/m³ effective April 1, 2022, to recover ENGLP's forecast FCPP customer-related costs.
- Approval to decrease the Facility Carbon Charge for ENGLP's Aylmer rate zone from 0.0052 ¢/m³ to 0.0034 ¢/m³, effective April 1, 2022, to recover ENGLP's forecast 2022 FCPP facility-related costs.
- Approval for the disposition of the 2020 balances in ENGLP's (i) Federal Carbon Charge – Facility Variance Account for the Aylmer rate zone and (ii) Greenhouse Gas Emissions Administration Deferral Accounts for the Aylmer rate zone.

The incremental bill impact on a typical residential customer in ENGLP's Aylmer rate zone resulting from these requests would be an increase of \$12.72 per year. The incremental bill impact on a typical residential customer in ENGLP's South Bruce rate zone resulting from these requests would be an increase of \$42.12 per year.

The OEB approves ENGLP's request for the above noted rate changes, with reasons outlined in the findings below.

#### **2 CONTEXT AND PROCESS**

The GGPPA established a FCPP under which a natural gas utility in Ontario is required to pay a fuel charge to the Government of Canada for emissions from the natural gas that it delivers to its customers and for its facility-related emissions. The fuel charge came into effect on April 1, 2019, and has increased annually since. The next increase to the fuel charge will take effect on April 1, 2022, at which time the fuel charge under the GGPPA will increase from 7.83  $\phi/m^3$  of natural gas use to 9.79  $\phi/m^3$  of natural gas use.

Emissions from certain customers (e.g., large industrial customers and greenhouses) are eligible for full or partial exemption from the fuel charge under the GGPPA. These customer volumes are therefore subject to ENGLP's Facility Carbon Charge, but not the Federal Carbon Charge for customer use. Effective January 1, 2022, the Government of Canada announced that the Ontario Emissions Standards (EPS) program will replace the Government of Canada's Output-Based Pricing System (OBPS) for large industrial customers who are eligible for exemption from the fuel charge under the GGPPA.

The OEB has previously established three FCPP deferral and variance accounts (DVAs) for both ENGLP's Aylmer and South Bruce rate zones:<sup>1</sup>

- Federal Carbon Charge Customer Variance Accounts to record the variance between actual FCPP costs related to customer emissions, and FCPP costs recovered in rates related to customer emissions.
- Federal Carbon Charge Facility Variance Accounts to record the variance between actual FCPP costs related to facility emissions and FCPP costs recovered in rates related to facility emissions.
- Greenhouse Gas Emissions Administration Deferral Accounts to record the administration costs associated with the FCPP.

On November 4, 2021, ENGLP filed its 2022 FCPP application with the OEB, requesting final approval to increase its FCPP rates, and to dispose of audited 2020 balances in certain FCPP DVAs for both the Aylmer and South Bruce rate zones.

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<sup>&</sup>lt;sup>1</sup> The FCPP DVAs for ENGLP's Aylmer rate zone were established in EB-2019-0101. The FCPP DVAs for the South Bruce rate zone were established as part of ENGLP's 2019-2028 rates proceeding (EB-2018-0264).

On November 18, 2021, the OEB issued a Notice of Hearing. No intervention requests were received by the OEB.

On December 15, 2021, the OEB issued Procedural Order No. 1 to establish dates for the interrogatory and submission stages in this proceeding.

On January 10, 2022, OEB staff filed interrogatories with the OEB. On January 25, 2022, ENGLP filed responses to OEB staff's interrogatories with the OEB.

On January 24, 2022, the OEB received a letter of comment, which was placed on the record of this proceeding. These comments were taken into consideration during the evaluation of the application by the OEB.

On February 7, 2022, OEB staff filed its submission with the OEB. On February 11, 2022, ENGLP filed its reply submission with the OEB indicating that it had no additional commentary to add on the matter and provided draft tariff sheets.

#### 3 DECISION

The OEB approves the Federal Carbon Charge increase to  $9.79 \text{ } \text{¢/m}^3$  for both the Aylmer and the South Bruce rates zones effective April 1, 2022.

The OEB also approves a Facility Carbon Charge for the Aylmer rate zone of  $0.0034 \text{ } \phi/\text{m}^3$ , effective April 1, 2022.

#### 3.1 Federal Carbon Charge and Facility Carbon Charge

ENGLP requested approval, on a final basis, of a Federal Carbon Charge of 9.79 ¢/m³ for both the Aylmer and South Bruce rate zones, effective April 1, 2022. ENGLP proposed to charge customers the Federal Carbon Charge monthly based on actual billed volumes. The requested rate for the Federal Carbon Charge matches the volumetric rate for the fuel charge that ENGLP must pay to the Government of Canada for emissions from its non-exempt customers, effective April 1, 2022.

ENGLP also requested approval, on a final basis, of a Facility Carbon Charge for the Aylmer rate zone of 0.0034 ¢/m³, effective April 1, 2022. The volumetric rate proposed by ENGLP for the Facility Carbon Charge is based on the forecast facility-related emissions from ENGLP's buildings and natural gas vehicles and forecast customer volumes. ENGLP did not request a Facility Carbon Charge for the South Bruce rate zone. Currently, construction is on-going in the South Bruce rate zone and South Bruce customers account for approximately 2% of ENGLP's total customer count. ENGLP stated that for these reasons, as well as lack of materiality, ENGLP did not allocate facility volumes to the South Bruce rate zone for 2020.

OEB staff submitted that the Federal Carbon Charge should be approved on a final basis, as the rate and recovery methodology are in alignment with the those imposed by the GGPPA as of April 1, 2022. OEB staff also submitted that the Facility Carbon Charge for the Aylmer rate zone should be approved on a final basis. In terms of the South Bruce rate zone, OEB staff agreed that ENGLP's tariff for its South Bruce operations should continue not to include a Facility Carbon Charge. However, OEB staff recommended that ENGLP begin to recover a Facility Carbon Charge from South Bruce customers in the future, as the South Bruce allocation of facility costs continues to grow and attract a material balance.

#### **Findings**

#### The Federal Carbon Charge:

The OEB finds that the increase in the Federal Carbon Charge and the methodology for establishing the charge is in keeping with the Federal Carbon Pricing Program and is therefore approved as per the attached rate schedule.

#### The Facility Carbon Charge:

The OEB finds that the rate reduction in the Facility Carbon Charge for the Aylmer rate zone is in keeping with the Federal Carbon Pricing Program, and ENGLP's expected reduction in natural gas consumed by ENGLP in their Aylmer area buildings and natural gas vehicles.

The reduction from  $0.0052 \text{ } \text{e/m}^3$  to  $0.0034 \text{ } \text{e/m}^3$  as outlined in the attached rate scheduled is approved.

The OEB accepts ENGLP's submission that the South Bruce operations should not be assessed a Facility Carbon Charge at this time. OEB staff has noted that South Bruce rate zone customers do benefit from certain functions that operate out of the Aylmer area such as management, billing functions and other operational and administrative support. As the South Bruce area continues to grow with additional customers, it should be expected that ENGLP will consider such a charge for the South Bruce service area in a future Facility Carbon Charge application.

## 3.2 Deferral and Variance Account Disposition Requests

ENGLP seeks to dispose of a balance of \$3,053 in the Aylmer rate zone Facility Variance Account for 2020 and a balance of \$3,243 in the Aylmer rate zone Administration Deferral Account for 2020. ENGLP has proposed to dispose of the balances in these accounts over a twelve-month period through two separate \$0.03 per customer per month fixed charges on customer bills.

ENGLP had originally sought to dispose of balances in the Customer Variance Accounts for 2020, however, withdrew such request in its responses to OEB staff interrogatories.<sup>2</sup> ENGLP discovered data errors that resulted in an over-remittance to the Canada Revenue Agency, resulting from improper proration of consumption amounts for March 2020 and a data source issue that impacted the accounting for

<sup>&</sup>lt;sup>2</sup> Interrogatory Responses, January 25, 2022, Response to IR-3

exempt and eligible greenhouse amounts. ENGLP noted that it would seek to recover any outstanding 2020 balances in the FCPP Customer Variance Account after a historical review is completed.

OEB staff supported ENGLP's withdrawal of its request to dispose of the 2020 balances in the Aylmer and South Bruce rate zone Customer Variance Accounts until such time that a historical review could be completed. OEB staff submitted that the OEB direct ENGLP to provide a summary of any Customer Variance Account historical reviews undertaken during ENGLP's next FCPP application.

ENGLP is no longer seeking to dispose of any DVAs associated with the South Bruce rate zone. This is driven by ENGLP's withdrawal of its request to dispose of the 2020 balance in the Customer Variance Account discussed above, no balance in the South Bruce Facility Variance Account and the immaterial balance currently held in the Administration Deferral Account.

OEB supported the balance and allocation and disposition approach to ENGLP's remaining FCPP DVAs (i.e., Aylmer Facility Variance Account and Aylmer Greenhouse Gas Emissions Administration Deferral Account). OEB staff submitted that the methodology and interest rates for calculating carrying charges on ENGLP's FCPP DVAs is appropriate (i.e., 2.18% for the Q1 2020 to Q2 2020 period, and 0.57% for the Q3 2020 to Q1 2022 period). OEB staff also supported ENGLP's proposal to recover the 2020 FCPP DVA balances over a twelve-month period to smooth the billing impacts to customers. OEB staff also noted that ENGLP should continue to ensure that annual FCPP administration costs remain at levels comparable to those being sought for disposition.

#### **Findings**

The OEB finds that disposing of these accounts in the manner proposed by ENGLP is reasonable and is approved. This disposition will entail the use of rate riders assessed over a 12-month period commencing April 1, 2022 in accordance with the attached rate schedule. The Customer Variance Accounts for the Aylmer and South Bruce rate zones are not included in this approved for disposition. The OEB also finds that ENGLP should continue to ensure that annual Federal Carbon Pricing Program administrative costs remain at levels comparable to those currently being sought for disposition.

#### 3.3 Transition from the OBPS to the EPS

On September 21, 2020, the province of Ontario announced that the Government of Canada accepted Ontario's carbon pricing system for industrial emitters, known as the Ontario Emissions Performance Standard (EPS) program, as an alternative to the federal OBPS. On March 29, 2021, the Government of Canada announced that effective January 1, 2022, the EPS will replace the OBPS in Ontario. The GGPPA was amended on September 1, 2021 to remove Ontario from Part 2 of Schedule 1 of the GGPPA, enabling the EPS to take effect in Ontario as of January 1, 2022.

In response to OEB staff interrogatories, ENGLP proposed to amend the wording of the Customer Variance Account and Facility Variance Account accounting orders for both the Aylmer and South Bruce rate zones to recognize the change from the OBPS to the EPS. ENGLP is requesting to update the applicable account names and definitions to remove to remove the word "Federal". ENGLP noted that no changes are required for the Greenhouse Gas Emissions Administration Deferral Account, as the existing accounting orders do not make specific reference to the federal program. ENGLP filed tracked and clean versions of the amended accounting orders for approval.

In its submission, OEB staff noted that the amendments proposed were largely clerical in nature to reflect the transition from the OBPS to the EPS. OEB staff submitted that the proposed amendments to ENGLP's FCPP DVA Accounting Orders were reasonable and should be approved.

#### **Findings**

The OEB finds that ENGLP's amendments to facilitate the transition from the OBPS to the EPS are reasonable and approved.

## **4 IMPLEMENTATION**

ENGLP intends to reflect any changes to rates for the Federal Carbon Charge and Facility Carbon Charge, and any disposition of select DVAs as part of its April 1, 2022 QRAM application.

OEB staff submitted that a Draft Rate Order is required in this proceeding due to the amendments made to the DVA balances sought for disposition by ENGLP during the proceeding. Furthermore, OEB staff noted that draft tariff sheets for each of the Aylmer and South Bruce rate zones reflecting the amended DVA balance disposition could be filed by ENGLP as part of its reply submission.

With its reply submission, ENGLP attached draft rate schedules for both the Aylmer and South Bruce rate zones. ENGLP noted that the draft rate schedules filed in this proceeding may be superseded by the OEB decision on ENGLP's April 1, 2022 QRAM application.

#### **Findings**

The OEB approves the Draft Rate Order for the Aylmer and South Bruce rates zones filed with ENGLP's reply submission.

The rates approved by the OEB in this proceeding shall be brought forward by ENGLP for incorporation in its April 1, 2022 QRAM application.

#### 5 ORDER

#### THE ONTARIO ENERGY BOARD ORDERS THAT:

- 1. The Federal Carbon Charge rate of 9.79 ¢/m³ for EPCOR Natural Gas Limited Partnership's Aylmer and South Bruce rate zones is approved effective April 1, 2022, and as outlined the attached rate schedule.
- 2. The Facility Carbon Charge of  $0.0034 \text{ } \phi/\text{m}^3$  for EPCOR Natural Gas Limited Partnership's Aylmer rate zone is approved effective April 1, 2022, as outlined in the attached rate schedule.
- 3. The audited balances and allocation by rate class for the Federal Carbon Charge Facility Variance Account and the Greenhouse Gas Emissions Administration Deferral Account for EPCOR Natural Gas Limited Partnership's Aylmer rate zone is approved, as outlined in the attached rate schedule. The unit rates for disposition of the approved deferral and variance account balances can be found in Schedule A.
- 4. The amended accounting orders for EPCOR Natural Gas Limited Partnership's Customer Variance Account and Facility Variance Account are approved (Schedule B).
- 5. EPCOR Natural Gas Limited Partnership shall pay the OEB's costs incidental to this proceeding upon receipt of the OEB's invoice.

**DATED** at Toronto March 3, 2022

#### **ONTARIO ENERGY BOARD**

Nancy Marconi Registrar

# SCHEDULE A DECISION AND ORDER EPCOR NATURAL GAS LIMITED PARTNERSHIP EB-2021-0268 MARCH 3, 2022

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# **Rate Schedules**

# **EPCOR Natural Gas Limited Partnership Aylmer**

EB-2021-0268

Effective: April 1, 2022

#### **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 (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 m³ per month All over 1,000 m³ per month	13.7196 cents per m 11.0264 cents per m
	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 SICDA recovery (2022)  – effective for 12 months ending December 31, 2022	0.2683 cents per m <sup>3</sup>
c)	Carbon Charges <sup>(2)</sup> Federal Carbon Charge (if applicable) Facility Carbon Charge	9.7900 cents per m <sup>3</sup> 0.0034 cents per m <sup>3</sup>
	Rate Rider for FCCVA recovery (if applicable) – effective for 12 months ending March 31, 2023	\$0.03 per month
	Rate Rider for GGEADA recovery – effective for 12 months ending March 31, 2023	\$0.03 per month
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.

<sup>&</sup>lt;sup>(2)</sup> The Federal Carbon Charge is only "applicable" to 20% of the natural gas volumes used by eligible greenhouses, reducing their effective Federal Carbon Charge rate.

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#### 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: April 1, 2022

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

#### **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 (1)	\$21.00	\$21.00
	Rate Rider for REDA recovery (2022)  – effective for 12 months ending December 31, 2022	\$0.33	\$0.33
b)	Delivery Charge First 1,000 m³ per month Next 24,000 m³ per month All over 25,000 m³ per month	17.6387 cents per m <sup>3</sup> 9.1630 cents per m <sup>3</sup> 7.1434 cents per m <sup>3</sup>	22.2332 cents per m <sup>3</sup> 15.1670 cents per m <sup>3</sup> 16.0935 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 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 <sup>(2)</sup> Federal Carbon Charge (if applicable) Facility Carbon Charge	9.7900 cents per m <sup>3</sup> 0.0034 cents per m <sup>3</sup>	9.7900 cents per m <sup>3</sup> 0.0034 cents per m <sup>3</sup>
	Rate Rider for FCCVA recovery  – effective for 12 months ending March 31, 2023	\$0.03 per month	\$0.03 per month
	Rate Rider for GGEADA recovery – effective for 12 months ending March 31, 2023	\$0.03 per month	\$0.03 per month

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

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

 $<sup>^{(2)}</sup>$  The Federal Carbon Charge is only "applicable" to 20% of the natural gas volumes used by eligible greenhouses, reducing their effective Federal Carbon Charge rate.

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#### 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: April 1, 2022

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

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#### **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 Monthly Customer Charge<sup>(1)</sup>: a)

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 (2022) - effective for 12 months ending December 31, 2022 \$0.33

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.

- A Monthly Delivery Charge: c)
  - A Monthly Firm Delivery Charge for all firm volumes of 4.0445 cents per m<sup>3</sup>, (i)
  - A Monthly Interruptible Delivery Charge for all interruptible volumes to be negotiated (ii) 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 (2022)  – effective for 12 months ending December 31, 2022	0.3195 cents per m <sup>3</sup>
Rate Rider for SICDA recovery (2022)  – effective for 12 months ending December 31, 2022	0.0179 cents per m <sup>3</sup>

Carbon Charges (2) d) Federal Carbon Charge (if applicable)

9.7900 cents per m<sup>3</sup> Facility Carbon Charge 0.0034 cents per m<sup>3</sup>

Rate Rider for FCCVA recovery (if applicable) \$0.03 per month

- effective for 12 months ending March 31, 2023

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Rate Rider for GGEADA recovery
– effective for 12 months ending March 31, 2023

\$0.03 per month

- e) Gas Supply Charge and System Gas Refund Rate Rider (if applicable) Schedule A
- f) 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;
    - (i) Interruptible or curtailment provisions; and
    - (ii) Competition.
- 3. In each contract year, the customer shall take delivery from the company, or in any event pay for it if available

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

<sup>(2)</sup> The Federal Carbon Charge is only "applicable" to 20% of the natural gas volumes used by eligible greenhouses, reducing their effective Federal Carbon Charge rate.

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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 m³ 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.

#### **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: April 1, 2022

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

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#### **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
a)	Monthly Fixed Charge (1)	\$21.00	\$21.00
	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 All over 1,000 m <sup>3</sup> per month	19.5025 cents per m <sup>3</sup> 11.9660 cents per m <sup>3</sup>	24.8799 cents per m <sup>3</sup> 19.2257 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 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>
c)	Carbon Charges <sup>(2)</sup> Federal Carbon Charge (if applicable) Facility Carbon Charge	9.7900 cents per m <sup>3</sup> 0.0034 cents per m <sup>3</sup>	9.7900 cents per m <sup>3</sup> 0.0034 cents per m <sup>3</sup>
	Rate Rider for FCCVA recovery  – effective for 12 months ending March 31, 2023	\$0.03 per month	\$0.03 per month
	Rate Rider for GGEADA recovery  – effective for 12 months ending March 31, 2023	\$0.03 per month	\$0.03 per month

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

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

 $<sup>^{(2)}</sup>$  The Federal Carbon Charge is only "applicable" to 20% of the natural gas volumes used by eligible greenhouses, reducing their effective Federal Carbon Charge rate.

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#### 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: April 1, 2022

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

#### **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 (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 (2022)  – effective for 12 months ending December 31, 2022	0.3195 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 <sup>(2)</sup> Federal Carbon Charge (if applicable) Facility Carbon Charge	9.7900 cents per m <sup>3</sup> 0.0034 cents per m <sup>3</sup>
	Rate Rider for FCCVA recovery (if applicable) – effective for 12 months ending March 31, 2023	\$0.03 per month
	Rate Rider for GGEADA recovery  – effective for 12 months ending March 31, 2023	\$0.03 per month

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

<sup>&</sup>lt;sup>(2)</sup> The Federal Carbon Charge is only "applicable" to 20% of the natural gas volumes used by eligible greenhouses, reducing their effective Federal Carbon Charge rate.

- 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.

#### **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.

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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: April 1, 2022

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

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#### **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	\$64,140.6	<u>5</u> 9
	Rate Rider for REDA recovery (2022)  – effective for 12 months ending December 31, 2022	\$0.27	

b) Carbon Charges- Facility Carbon Charge

0.0034 cents per m<sup>3</sup>

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

#### **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.

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

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#### **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: April 1, 2022

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

#### **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 Pric	e (EB-2021-0310)	17.7732 cents per m <sup>3</sup>
GPRA Recovery Rate	(EB-2021-0310)	(0.8828) cents per m <sup>3</sup>
System Gas Fee	(EB-2018-0336)	0.0435 cents per m <sup>3</sup>
Total Gas Supply Charg	ge .	16.9339 cents per m <sup>3</sup>

#### Note:

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

Effective: April 1, 2022

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

#### 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: April 1, 2022

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

#### **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: April 1, 2022

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

#### **Schedule of Miscellaneous and Service Charges**

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

Effective: April 1, 2022 Implementation: All bills rendered on or after April 1, 2022

# **Rate Schedules**

# EPCOR Natural Gas Limited Partnership Southern Bruce

EB-2021-0268

Effective: April 1, 2022

#### **RATE 1 - General Firm Service**

#### **Applicability**

Any customer in EPCOR's South Bruce Natural Gas System who is an end user and whose total gas requirements are equal to or less than 10,000 m<sup>3</sup> per year.

#### Rate

Rates per m<sup>3</sup> assume an energy content of 38.89MJ/m<sup>3</sup>

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

Monthly Fixed Charge (1)	\$27.27	
Delivery Charge		
First 100 m <sup>3</sup> per month	28.1486	¢ per m³
Next 400 m <sup>3</sup> per month	27.5941	¢ per m³
Over 500 m <sup>3</sup> per month	26.7790	¢ per m³
Upstream Charges		
Upstream Recovery charge	1.4740	¢ per m³
Transportation and Storage charge	2.6982	¢ per m³
Rate Rider for Delay in Revenue Recovery - effective for 10 years ending December 31, 2028	1.6330	¢ per m <sup>3</sup>
ECVA Rate Rider	0.1403	¢ per m³
- effective for 12 months ending December 31, 2022		
CIACVA Rate Rider	0.5434	¢ per m³
- effective for 12 months ending December 31, 2022		
EFVA Rate Rider	0.5197	¢ per m³
- effective for 12 months ending December 31, 2022		
Federal Carbon Charge (if applicable) (2)	9.79	¢ per m³
Gas Supply Charge	14.9747	¢ per m³

<sup>&</sup>lt;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.

#### **Direct Purchase Delivery**

Where a customer elects under this Rate Schedule to directly purchase its gas from a supplier other than EPCOR, the supplier must qualify as a "gas marketer" under the *Ontario Energy Board Act, 1998*, and must enter into a T-Service Receipt Contract with EPCOR for delivery of gas to EPCOR at a receipt point listed on the upstream transportation contract that EPCOR has with the Upstream Service Provider ("**Ontario Delivery Point**"). T-Service Receipt Contract rates are described in Rate Schedule T1. Transportation and Storage charges may vary depending on the Ontario Delivery Point. Gas Supply Charges in this Rate Schedule are not applicable for Rate T1 customers.

<sup>&</sup>lt;sup>(2)</sup> The Federal Carbon Charge is only "applicable" to 20% of the natural gas volumes used by eligible greenhouses, reducing their effective Federal Carbon Charge rate.

Filed: February 11, 2022 EB-2021-0268 Schedule A Page 22 of 32

#### **Terms and Conditions of Service**

The provisions in the "EPCOR Natural Gas Limited Partnership South Bruce Natural Gas Operations Conditions of Service" apply, as contemplated therein, to service under this Rate Schedule.

Effective: April 1, 2022

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

#### **RATE 6 – Large Volume General Firm Service**

#### **Applicability**

Any customer in EPCOR's South Bruce Natural Gas System who is an end user and whose total gas requirements are greater than 10,000 m<sup>3</sup> per year.

#### Rate

Rates per m<sup>3</sup> assume an energy content of 38.89MJ/m<sup>3</sup>

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

Monthly Fixed Charge (1)	\$108.16	
Delivery Charge		
First 1000 m <sup>3</sup> per month	25.9678	¢ per m³
Next 6000 m <sup>3</sup> per month	23.3710	¢ per m³
Over 7000 m <sup>3</sup> per month	22.2023	¢ per m³
Upstream Charges		
Upstream Recovery charge	2.9200	¢ per m³
Transportation and Storage charge	5.6413	¢ per m³
Rate Rider for Delay in Revenue Recovery	0.9090	¢ per m³
- effective for 10 years ending December 31, 2028	0.5050	p per m
ECVA Rate Rider	0.1403	¢ per m³
- effective for 12 months ending December 31, 2022		
CIACVA Rate Rider	0.7135	¢ per m³
- effective for 12 months ending December 31, 2022		
EFVA Rate Rider	0.6608	¢ per m³
- effective for 12 months ending December 31, 2022		
Federal Carbon Charge (if applicable) (2)	9.79	¢ per m³
Gas Supply Charge	14.9747	¢ per m³

<sup>&</sup>lt;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.

#### **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 T-Service Receipt Contract with EPCOR for delivery of gas to EPCOR at a receipt point listed on the upstream transportation contract that EPCOR has with the Upstream Service Provider ("Ontario Delivery Point"). T-Service Receipt Contract rates are described in Rate Schedule T1. Transportation and Storage charges may vary depending on the Ontario Delivery Point. Gas Supply Charges in this Rate Schedule are not applicable for Rate T1 customers.

<sup>&</sup>lt;sup>(2)</sup> The Federal Carbon Charge is only "applicable" to 20% of the natural gas volumes used by eligible greenhouses, reducing their effective Federal Carbon Charge rate.

Filed: February 11, 2022 EB-2021-0268 Schedule A Page 24 of 32

#### **Terms and Conditions of Service**

The provisions in the "EPCOR Natural Gas Limited Partnership South Bruce Natural Gas Operations Conditions of Service" apply, as contemplated therein, to service under this Rate Schedule.

Effective: April 1, 2022

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

#### **RATE 11 - Large Volume Seasonal Service**

#### **Applicability**

Any customer in EPCOR's South Bruce Natural Gas System who is an end user and whose gas requirements are only during the period of May 1 through Dec 15 inclusive and are greater than 10,000 m<sup>3</sup>.

#### Rate

Rates per m<sup>3</sup> assume an energy content of 38.89MJ/m<sup>3</sup>

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

Monthly Fixed Charge (1)	\$215.31	
Delivery Charge		
All volumes delivered	16.1303	¢ per m <sup>3</sup>
Upstream Charges		
•	0.0252	, 3
Upstream Recovery charge	0.0352	¢ per m <sup>3</sup>
Transportation and Storage charge	1.8166	¢ per m <sup>3</sup>
Rate Rider for Delay in Revenue Recovery	0.5524	¢ per m <sup>3</sup>
- effective for 10 years ending December 31, 2028		
ECVA Rate Rider	0.1403	¢ per m <sup>3</sup>
- effective for 12 months ending December 31, 2022		
CIACVA Rate Rider	0.0992	¢ per m <sup>3</sup>
- effective for 12 months ending December 31, 2022		
EFVA Rate Rider	0.1075	¢ per m³
- effective for 12 months ending December 31, 2022		
Federal Carbon Charge (if applicable) (2)	9.79	¢ per m³
Gas Supply Charge	14.9747	¢ per m <sup>3</sup>

<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.

#### **Unaccounted for Gas (UFG):**

Forecasted UFG is applied to all volumes of gas delivered to the customer.

<sup>(2)</sup> The Federal Carbon Charge is only "applicable" to 20% of the natural gas volumes used by eligible greenhouses, reducing their effective Federal Carbon Charge rate.

#### **Overrun Charges:**

Any volume of gas taken during the period of December 16 through April 30 inclusive shall constitute "Overrun

Gas" and must be authorized in advance by EPCOR. Delivery of these volumes is available at the Authorized Overrun Charge in addition to applicable Upstream Charges and Gas Supply Charges. EPCOR will not unreasonably withhold authorization.

#### **Authorized Overrun Charge**

16.8083 ¢ per m<sup>3</sup>

Any volume of gas taken during the period of December 16 through April 30 inclusive without EPCOR's approval in advance shall constitute "Unauthorized Overrun Gas". Delivery of these volumes will be paid for at the Unauthorized Overrun Charge in addition to applicable Upstream Charges and Gas Supply Charges.

#### **Unauthorized Overrun Charge**

402.5107 ¢ per m<sup>3</sup>

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

#### **Nominations:**

Union Gas Limited will be the "Upstream Service Provider" to facilitate delivery and balancing of gas supplies to the EPCOR South Bruce Natural Gas System. For service under this Rate Schedule, the customer shall nominate for transportation of gas volumes for ultimate delivery to the customer. The customer agrees to nominate its daily gas volumetric requirement to EPCOR, or its designated agent, consistent with industry nomination standards including those nomination requirements of the Upstream Service Provider.

The customer shall nominate gas delivery daily based on its daily gas requirements plus the Forecasted UFG rate as set out in this Rate Schedule.

The nomination calculation shall equal:

[(Daily volume of gas to be delivered) \* (1 + Forecasted UFG)]

Customers may change daily nominations based on the nomination windows within a day as defined by EPCOR's agreement with the Upstream Service Provider.

In the event nominations under this Rate Schedule do not match upstream nominations, the nomination will be confirmed at the upstream value.

Customers with multiple connections under this Rate Schedule may combine nominations at the sole discretion of EPCOR. For combined nominations the customer shall specify the quantity of gas to each meter installation ("Terminal Location") and the order in which the gas is to be delivered to each Terminal Location.

#### **Load Balancing:**

Daily nominations provided by the customer shall be used for the purposes of day-to-day balancing as required under EPCOR's arrangement with the Upstream Service Provider.

When a customer's metered consumption on any day is different than the gas nominated for consumption by the customer on any day, this constitutes a "Daily Load Imbalance". A "Cumulative Load Imbalance" occurs when the ongoing absolute value of Daily Load Imbalances are greater than zero.

To the extent that EPCOR incurs daily or cumulative load balancing charges, the customer will be responsible for its proportionate share of such charges. Charges related to these imbalances are as defined in EPCOR's agreement with the Upstream Service Provider.

#### **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 T-Service Receipt Contract with EPCOR for delivery of gas to EPCOR at a receipt point listed on the upstream transportation contract that EPCOR has with the Upstream Service Provider ("Ontario Delivery Point"). T-Service Receipt Contract rates are described in Rate Schedule T1. Transportation and Storage charges may vary depending on the Ontario Delivery Point. Gas Supply Charges in this Rate Schedule are not applicable for Rate T1 customers.

#### **Terms and Conditions of Service**

- 1. In any year, during the period of May 1 through December 15 inclusive, the customers shall receive continuous ("Firm") service from EPCOR, except where impacted by events as specified in EPCOR Natural Gas Limited Partnership South Bruce Natural Gas Operations Conditions of Service including force majeure. During the period of December 16 through April 30 inclusive, any authorized overrun service shall be interruptible at the sole discretion of EPCOR. All service during the period December 16 through April 30 inclusive shall be subject to EPCOR's prior authorization under the daily nomination procedures outlined in this Rate Schedule and shall constitute Overrun Gas.
- 2. To the extent that EPCOR's Upstream Service Provider provides any seasonal or day-to-day balancing rights for EPCOR, the customer shall be entitled to a reasonable proportion of such balancing rights as determined by EPCOR from time to time. If the customer utilizes any of EPCOR's seasonal or day-to-day balancing services or any other services available from the Upstream Service Provider, the customer agrees to comply with all balancing requirements imposed by the Upstream Service Provider. The customer also agrees to be liable for its share of any such usage limitations or restrictions, fees, costs or penalties associated with the usage of such services, including but not limited to any associated storage fees, daily or cumulative balancing fees or penalties, and gas commodity costs as determined by EPCOR, acting reasonably.
- EPCOR receives upstream services under the Union Gas Limited M17 Rate Schedule. Details of this
  upstream arrangement and associated nomination standards and Load Balancing Arrangement are
  available at www.uniongas.com.
- 4. The provisions in the "EPCOR Natural Gas Limited Partnership South Bruce Natural Gas Operations Conditions of Service" apply, as contemplated therein, to service under this Rate Schedule.

Effective: April 1, 2022

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

EB-2021-0268

#### **RATE 16 – Contracted Firm Service**

#### **Applicability**

Any customer connected directly to EPCOR's South Bruce Natural Gas High Pressure Steel System and who enters into a contract with EPCOR for firm contract daily demand of at least 2,739m<sup>3</sup>.

#### Rate

Rates per m<sup>3</sup> assume an energy content of 38.89MJ/m<sup>3</sup>

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

Monthly Fixed Charge (1)	\$1,576.78	
Delivery Charge		
Per m³ of Contract Demand	107.4831	¢ per m <sup>3</sup>
Upstream Charges		
Upstream Recovery charge per m³ of Contract Demand	14.2434	¢ per m³
Transportation charge per m³ of Contract Demand		
Transportation from Dawn	18.2999	¢ per m³
Transportation from Kirkwall	11.8480	¢ per m³
Transportation from Parkway	11.8480	¢ per m³
Rate Rider for Delay in Revenue Recovery	0.0601	¢ per m³
- effective for 10 years ending December 31, 2028		
ECVA Rate Rider	0.1403	Per m <sup>3</sup> of Contract Demand
- effective for 12 months ending December 31, 2022		
- effective for 12 months ending December 31, 2022  CIACVA Rate Rider	0.9603	Per m <sup>3</sup> of Contract Demand
-	0.9603	Per m <sup>3</sup> of Contract Demand
CIACVA Rate Rider	0.9603 0.7964	Per m <sup>3</sup> of Contract Demand  Per m <sup>3</sup> of Contract Demand
CIACVA Rate Rider - effective for 12 months ending December 31, 2022		

<sup>&</sup>lt;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.

<sup>(2)</sup> The Federal Carbon Charge is only "applicable" to 20% of the natural gas volumes used by eligible greenhouses, reducing their effective Federal Carbon Charge rate.

#### **Unaccounted for Gas:**

Forecasted Unaccounted for Gas (UFG) is applied to all volumes of gas delivered to the customer.

#### Forecasted Unaccounted for Gas Percentage

0.00 %

#### **Overrun Charges:**

Any volume of gas taken in excess of the daily Contract Demand or Peak Hourly Volume EPCOR is obligated to transport as per the contract with the customer shall constitute "Overrun Gas" and must be authorized in advance by EPCOR. Delivery of these volumes is available at the Authorized Overrun Charge in addition to applicable Upstream Charges. EPCOR will not unreasonably withhold authorization.

#### **Authorized Overrun Charge**

5.2526 ¢ per m<sup>3</sup>

Any volume of gas taken in excess of the daily Contract Demand or Peak Hourly Volume EPCOR is obligated to transport as per the contract with the customer without EPCOR's approval in advance shall constitute "Unauthorized Overrun Gas". Delivery of these volumes will be paid for at the Unauthorized Overrun Charge in addition to applicable Upstream Charges.

#### **Unauthorized Overrun Charge**

402.6142 ¢ per m<sup>3</sup>

For any volume of Unauthorized Overrun Gas taken, the customer shall, in addition, indemnify EPCOR in respect of any penalties or additional costs imposed on EPCOR by its suppliers, any additional gas cost incurred or any sales margins lost as a consequence of the customer taking the unauthorized overrunvolume.

#### **Nominations:**

Union Gas Limited will be the "Upstream Service Provider" to facilitate delivery and balancing of gas supplies to the EPCOR South Bruce Natural Gas System. For service under this Rate Schedule, the customer shall nominate for transportation of gas volumes for ultimate delivery to the customer. The customer agrees to nominate its daily gas volumetric requirement to EPCOR, or its designated agent, consistent with industry nomination standards including those nomination requirements of the Upstream Service Provider.

The customer shall nominate gas delivery daily based on its daily gas requirements plus the Forecasted UFG rate and Fuel Ratio. The Forecasted UFG rate is as set out in this Rate Schedule. The Fuel Ratio is the Shipper Supplied Fuel rates applicable to the receipt point of gas defined in the "Gas Supply" section of this Rate Schedule.

The nomination calculation shall equal:

[(Daily volume of gas to be delivered) \*(1 + Forecasted UFG) \* (1 + Fuel Ratio)]

Customers may change daily nominations based on the nomination windows within a day as defined by EPCOR's agreement with the Upstream Service Provider.

In the event nominations under this Rate Schedule do not match upstream nominations, the nomination will be confirmed at the upstream value.

Customers with multiple connections under this Rate Schedule may combine nominations at the sole discretion of EPCOR. For combined nominations the customer shall specify the quantity of gas to each meter installation ("Terminal Location") and the order in which the gas is to be delivered to each Terminal Location.

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#### Load Balancing:

Daily nominations provided by the customer shall be used for the purposes of day-to-day balancing as required under EPCOR's arrangement with the Upstream Service Provider.

When a customer's metered consumption on any day is different than the gas nominated for consumption by the customer on any day, this constitutes a "Daily Load Imbalance". A "Cumulative Load Imbalance" occurs when the ongoing absolute value of Daily Load Imbalances are greater than zero.

To the extent that EPCOR incurs daily or cumulative load balancing charges, the customer will be responsible for its proportionate share of such charges. Charges related to these imbalances are as defined in EPCOR's agreement with the Upstream Service Provider.

#### **Gas Supply:**

Unless otherwise authorized by EPCOR, customers under this Rate Schedule must deliver firm gas at a receipt point listed on the upstream transportation contract that EPCOR has with the Upstream Service Provider ("Ontario Delivery Point"). The customer or their agent must enter into a T-Service Receipt Contract with EPCOR for delivery of gas to EPCOR. T-Service Receipt Contract rates are described in Rate Schedule T1.

The customer must deliver to EPCOR on a daily basis the volume of gas to be delivered to the customer's Terminal Location plus the Forecasted UFG rate and Fuel Ratio. Transportation charges vary depending on the Ontario Delivery Point at the rates provided in this Rate Schedule. The Forecasted UFG rate is as set out in this Rate Schedule, and the Fuel Ratio is the Shipper Supplied Fuel rates of the Ontario Delivery Point related to necessary compressor or other fuel requirements of the Upstream Service Provider.

The Gas Supply calculation shall equal:

[(Daily volume of gas to be delivered) \*(1 + Forecasted UFG) \* (1 + Fuel Ratio)]

#### **Terms and Conditions of Service**

- 1. EPCOR receives upstream services under the Union Gas Limited M17 Rate Schedule. Details of this upstream arrangement and associated nomination standards, applicable Fuel Ratio, and Load Balancing Arrangement are available at <a href="https://www.uniongas.com">www.uniongas.com</a>.
- 2. The provisions in the "EPCOR Natural Gas Limited Partnership General Terms and Conditions for Rate 16 Customers" apply, as contemplated therein, to service under this Rate Schedule.

Effective: April 1, 2022

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

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#### RATE T1 - Direct Purchase Contract Rate

#### **Availability**

Rate T1 is available to all customers or their agent who enter into a T-Service Receipt Contract for delivery of gas to EPCOR. The availability of this option is subject to EPCOR obtaining a satisfactory agreement or arrangement with EPCOR's Upstream Service Provider for direct purchase volume.

#### **Eligibility**

All customers who must, or elect to, purchase gas directly from a supplier other than EPCOR. These customers must enter into a T-Service Receipt Contract with EPCOR either directly or through their agent, for delivery of gas to EPCOR at a receipt point listed on the upstream transportation contract that EPCOR has with the Upstream Service Provider ("Ontario Delivery Point").

#### Rate

All charges in the customer's appropriate Rate Schedule excluding Gas Supply Charge shall apply. Applicable Transportation and Storage charges are determined based on the Ontario Delivery Point.

In addition, administration fees apply to customers who elect to enter into a T-Service Receipt Contract with EPCOR and are detailed in the Direct Purchase Contract with the customer or its agent.

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

#### **Unaccounted for Gas:**

Forecasted Unaccounted for Gas (UFG) is applied to all volumes of gas supplied:

#### Forecasted Unaccounted for Gas Percentage

0.00 %

#### **Gas Supply:**

Unless otherwise authorized by EPCOR, customers who are delivering gas to EPCOR under direct purchase arrangements must deliver firm gas at a daily volume acceptable to EPCOR, to an Ontario Delivery Point, and, where applicable, must acquire and maintain firm transportation on all pipeline systems upstream of Ontario.

The customer or its agent must deliver to EPCOR on a daily basis, at the Ontario Delivery Point, the volume of gas to be delivered to the customer's Terminal Location plus the Forecasted UFG rate and Fuel Ratio. Where the Forecasted UFG rate is as set out in this Rate Schedule, and the Fuel Ratio is the Shipper Supplied Fuel rates of the Ontario Delivery Point related to necessary compressor or other fuel requirements of the Upstream Service Provider.

The Gas Supply calculation shall equal:

[(Daily volume of gas to be delivered) \*(1 + Forecasted UFG) \* (1 + Fuel Ratio)]

#### **Terms and Conditions of Service**

The provisions in the "T-Service Receipt Contract General Terms and Conditions" apply, as contemplated therein, to service under this Rate Schedule.

Effective: April 1, 2022

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

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#### **Schedule of Miscellaneous and Service Charges**

	A	В
	Service	Fee
1	Service Work	
2	During normal working hours	
3	Minimum charge (up to 60 minutes)	\$100.00
4	Each additional hour (or part thereof)	\$100.00
5	Outside normal working hours	
6	Minimum charge (up to 60 minutes)	\$130.00
7	Each additional hour (or part thereof)	\$105.00
8		
9	Miscellaneous Charges	
10	Returned Cheque / Payment	\$20.00
11	Replies to a request for account information	\$25.00
12	Bill Reprint / Statement Print Requests	\$20.00
13	Consumption Summary Requests	\$20.00
14	Customer Transfer / Connection Charge	\$35.00
15		
16	Reconnection Charge	\$85.00
17		
18	Inactive Account Charge	ENGLP's cost to install service
19		
		1.5% / month, 19.56% / year
	Late Payment Charge	(effective rate of 0.04896%
20	Late Layment Charge	`
		compounded daily)
21		
22		
23	Meter Tested at Customer Request Found to be Accurate	Charge based on actual costs
24	Installation of Service Lateral (3)	No charge for the first 30 meters
-		and the same and t

Note: Applicable taxes will be added to the above charges

No Charge for initial connection

# SCHEDULE B DECISION AND ORDER EPCOR NATURAL GAS LIMITED PARTNERSHIP EB-2021-0268 MARCH 3, 2022

### Accounting Order Customer Carbon Charge – Variance Account (CCCVA)

The purpose of the CCCVA is to address costs for EPCOR Gas' Aylmer operation arising from the obligations resulting from the Greenhouse Gas Pollution Pricing Act (GGPPA) associated with the natural gas that EPCOR Gas delivers to its customers. This account will record the variances between EPCOR Gas' actual customer-related GGPPA costs and customer-related GGPPA costs recovered in rates for distribution volumes delivered by EPCOR Gas.

Simple interest is to be calculated on the opening monthly balance of this account using the OEB approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner approved by the OEB.

#### **Accounting Entries**

To record the GGPPA customer related costs:

Debit/Credit CCCVA (Account 179.62)

Credit/Debit: Gas Sales (Account 529)

To record variances between EPCOR Gas' actual customer-related GGPPA costs and customer-related GGPPA costs recovered in rates for distribution volumes delivered to customers.

#### Interest Accrual

Debit/Credit: Interest on CCCVA (Account 179.63)

Credit/Debit: Interest expense (Account 323)

To record simple interest on the opening monthly balance of the CCCVA using the OEB approved EB-2006-0117 interest rate methodology.

## Accounting Order Facility Carbon Charge – Variance Account (FCCVA)

The purpose of the FCCVA is to address costs for EPCOR Gas' Aylmer operation arising from the obligations resulting from the Greenhouse Gas Pollution Pricing Act (GGPPA) associated with EPCOR Gas' facilities (i.e., its company use volumes) for its Aylmer operation. This account will record the differences between actual facility-related GGPPA costs and facility-related GGPPA costs recovered in rates.

Simple interest is to be calculated on the opening monthly balance of this account using the OEB approved EB-2006-0117 interest rate methodology. The balance of this account, together with carrying charges, will be disposed of in a manner approved by the OEB.

#### **Accounting Entries**

To record the GGPPA customer related costs:

Debit/Credit FCCVA (Account 179.64)

Credit/Debit: Gas Sales (Account 529)

To record variances between EPCOR Gas' actual facility-related GGPPA costs and facility-related GGPPA costs recovered in rates.

Interest Accrual

Debit/Credit: Interest on FCCVA (Account 179.65)

Credit/Debit: Interest expense (Account 323)

To record simple interest on the opening monthly balance of the FCCVA using the OEB approved EB-2006-0117 interest rate methodology.

## EPCOR NATURAL GAS LIMITED PARTNERSHIP Accounting Order CUSTOMER CARBON CHARGE – VARIANCE ACCOUNT ("CCCVA")

The Customer Carbon Charge –Variance Account ("CCCVA") is to address costs for EPCOR's Southern Bruce operations arising from the obligations resulting from the Greenhouse Gas Pollution Pricing Act ("GGPPA") associated with the natural gas that EPCOR delivers to its customers. This account will record the variances between EPCOR's actual customer related GGPPA costs and customer related GGPPA costs recovered in rates for distribution volumes delivered by EPCOR. The effective date of this account is April 1, 2019.

Simple interest is to be calculated monthly on the opening balance in the CCCVA in accordance with the methodology approved by the Board in EB-2006-0117. The audited balance of this account, together with carrying charges, will be brought forward for approval for disposition an annual basis, unless otherwise directed by the Board. The manner in which the account will be disposed of will be proposed at the time the account is brought forward for disposition.

#### **Accounting Entries**

i. To record EPCOR's actual facility related GGPPA costs (prior to approval to include a GGPPA facility related charge in rates) or the variances between EPCOR's actual facility related GGPPA costs and facility related GGPPA costs recovered in rates:

Debit/Credit CCCVA (Account 179.62)

Credit/Debit: Gas Sales (Account 529)

To record simple interest on the opening monthly balance of the FCCFVA:

Debit/Credit: Interest on CCCVA (Account 179.63)

Credit/Debit: Interest expense (Account 323)

ACCOUNTING ORDER
FACILITY CARBON CHARGE – VARIANCE ACCOUNT ("FCCVA")

The Facility Carbon Charge –Variance Account ("FCCVA") is to address costs arising from the obligations resulting from the Greenhouse Gas Pollution Pricing Act ("GGPPA") associated with EPCOR's facilities for its Southern Bruce operation. Until such time that EPCOR has received Board approval to include a Facility Carbon Charge in its rates charged to customers this account will record actual facility associated GGPPA costs incurred by EPCOR Southern Bruce. After EPCOR receives approval to include a Facility Carbon Charge in its rates, this account will record the differences between actual facility associated GGPPA costs and facility associated GGPPA costs recovered in rates. The effective date of this account is April 1, 2019.

Simple interest is to be calculated monthly on the opening balance in the FCCVA in accordance with the methodology approved by the Board in EB-2006-0117.

The audited balance of this account, together with carrying charges, will be brought forward for approval for disposition an annual basis, unless otherwise directed by the Board. The manner in which the account will be disposed of will be proposed at the time the account is brought forward for disposition.

#### **Accounting Entries**

i. To record EPCOR's actual facility related GGPPA costs (prior to approval to include a GGPPA facility related charge in rates) or the variances between EPCOR's actual facility related GGPPA costs and facility related GGPPA costs recovered in rates:

Debit/Credit FCCVA (Account 179.64)

Credit/Debit: Gas Sales (Account 529)

To record simple interest on the opening monthly balance of the FCCFVA:

Debit/Credit: Interest on FCCVA (Account 179.65)

Credit/Debit: Interest expense (Account 323)