

## **ONTARIO ENERGY BOARD**

**IN THE MATTER OF** the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15 (Schedule B), s. 74; and

**AND IN THE MATTER OF** an application by Entegrus Powerlines Inc. to amend its licensed service area, as described in Schedule 1 of its distribution license ED-2002-0563, to include the property and industrial customer located at 1 Cosma Court, St. Thomas, ON, N5R 4J5.

### **CUSTOMER'S SUPPLEMENTARY EVIDENCE**

1. In Procedural Order No. 3, the Board allowed Entegrus to file supplementary evidence provided that it was limited to the five areas identified at pages 2-4 of Entegrus' letter dated April 28, 2023. The Board also provided that each of the Customer and Hydro One could similarly file supplementary evidence, limited to 10 pages (not including schedules), and limited to the scope of Entegrus' supplementary evidence.

2. The Customer hereby provides the following responding evidentiary submissions to Entegrus' supplementary evidence:

#### **a. Customer Peak Load**

- i. At Section 3.2 of its Supplementary Evidence, Entegrus states that "[REDACTED]  
[REDACTED]  
[REDACTED]", and cites paragraph 17 of Formet's Evidence as the source for this statement.
- ii. Paragraph 17 of Formet's Evidence makes no such statement or assertion. However, paragraph 27 of Formet's Evidence does say explicitly that the Customer's peak load has reached [REDACTED] (not [REDACTED]).
- iii. Despite Formet's Evidence that the Customer's peak has reached [REDACTED]  
[REDACTED], and Entegrus' statement that the Customer's peak has reached [REDACTED]  
[REDACTED], all of the evidence, calculations, assumptions, assertions and

submissions which follow in Entegrus's Supplementary Evidence erroneously describe the Customer's peak as being just [REDACTED].

- iv. To be precise, and to ensure that the Board and all parties are using the same accurate figures, the Customer confirms that its peak load is actually [REDACTED], and that this is the figure that ought to be used throughout the proceeding in order to ensure accurate comparisons.

**b. Capacity Allocation**

- i. Throughout Section 3 of its Supplementary Evidence, Entegrus purports to make various "findings" (assertions) about the Customer Reliability Impacts of transferring the feeders and the Customer from Hydro One to Entegrus.
- ii. In arriving at these assertions about the impacts of switching on the Customer's reliability, it is important that the Board and Entegrus have the same information that the Customer and Hydro One have.
- iii. The Customer therefore wishes to disclose to the Board and Entegrus, with Hydro One's permission, that Hydro One has delivered to the Customer a written commitment to assign, allocate and reserve for the Customer's exclusive use [REDACTED] of capacity at [REDACTED] Power Factor (equivalent to [REDACTED]) on *each* of M7 and M8. A copy of this written capacity allocation confirmation (the "**Formet Capacity Allocation Commitment**") is attached as Attachment 2-A
- iv. This written commitment confirms the long-standing arrangement and understanding between the Customer and Hydro One. It has now been reduced to writing following Entegrus' complaint, as advanced in its April 28, 2023 letter to the Board describing its proposed Supplementary Evidence, that there was no Hydro One connection agreement included in

Hydro One's evidence and that the Customer's evidence only included historical agreements between the Customer and Ontario Hydro.

- v. In light of the Formet Capacity Allocation Commitment, if control of the feeders is retained by Hydro One and the Customer remains a Hydro One customer, the Customer can be assured that no more than approximately [REDACTED] [REDACTED] on each feeder will be allocated to new connections, thereby ensuring that the Customer's full peak load of [REDACTED] will always be available on M7 if M8 is disrupted, and the Customer's full peak load of [REDACTED] will always be available on M8 if M7 is disrupted (unless both M7 and M8 suffer concurrent outages).

Attachment 2-A

Copy of Capacity Allocation Commitment Letter  
from Hydro One to Formet Industries

dated May 17, 2023



Hydro One Networks Inc.  
360 West Street South  
Orillia, L3V 5G8

May 17, 2023

Formet Industries  
1 Cosma Court  
St. Thomas, Ontario N5P 4J5

Attention: Tim Prescott  
Manufacturing Services Area Leader

Dear Tim:

This letter confirms that Hydro One Networks Inc.'s ("Hydro One") has granted your facility located at [1 Cosma Court], Ontario (the "Facility") a capacity increase, based on the information that you provided in the NCCI form submitted on May 8, 2023. The requested capacity increase is subject to the following Connection Limitations and Requirements;

Your Facility has been assigned a total capacity of [REDACTED] at [REDACTED] equal to the highest rolling three-month average peak load in your approved New Customer Connection information (NCCI) form. The highest rolling three-month average peak load of your Facility shall not exceed the assigned capacity at any time without Hydro One's prior written approval.

The approved [REDACTED] at [REDACTED] shall be the peak coincidental load across Edgware TS M7 and M8 feeders, and up to [REDACTED] at [REDACTED] per feeder.

You have until [May 2025] to utilize your assigned capacity (the assigned capacity date), after that the capacity assigned to your Facility will be equal to your highest rolling three-month average peak load under normal operating conditions in the most recent 3 year period, and any unused assigned capacity will be cancelled and made available to other customers. Hydro One may, upon written request, provide an extension to the assigned capacity date where circumstances warrant.

Starting of [REDACTED] motor(s) and [REDACTED] welders with combined inrush of [REDACTED] (assuming all motors and welders start at the same time) exceeds the flicker limit for Hydro One system, and would not be acceptable. The starting of any combination of [REDACTED] motor(s) and [REDACTED] welders would need to be limited to an inrush of [REDACTED] to maintain acceptable voltage for the Facility. Use of a soft starter or sequential starting of [REDACTED] motor(s) and [REDACTED] welders would ensure voltage fluctuations are within acceptable limits. However, please note that as provided in section 2.3.3 (Customer Responsibilities) of Hydro One's Conditions of Service document which forms part of our implied contract with you, "If it is determined that unacceptable conditions are being caused by any Customer Equipment; the customer shall take appropriate remedial action to correct the condition."

Formet Industries  
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Should there be any equipment modifications, the customer shall provide Hydro One with their primary protection specifications for their 27.6kV transformer (size, speed, type, voltage). This protection will be checked to ensure there is proper protection coordination with upstream Hydro One protection prior to energizing.

Connection Information

Supply Station & Feeder: Edgeware TS M7 and M8

Existing Service (kW): [REDACTED]

Approved Required Service (kW): [REDACTED]

Motor Information: [REDACTED] Max Inrush

Customer Account: [REDACTED]

If you have any questions about the above please contact me at (249) 535-3747.

Sincerely,



Candice Messervey  
Account Executive  
Hydro One Networks Inc.