

## **Interrogatory #1**

### Reference:

Entegrus Evidence 2022-10-17, Section 5.5.1, including Table 5-1.

### Preamble:

In 2019, Hydro One provided an email to Entegrus showing the cost of construction of a new Edgeware TS station bus, breaker position and egress to be \$1.7M, within -50% to 100% accuracy. The SAA Application is premised in part on Entegrus' anticipated future growth requirements for St. Thomas, and the role that the M7/M8 feeders can play in meeting that St. Thomas growth. It is important context, therefore, to understand what other opportunities exist to meet the anticipated requirements.

### Question(s):

If Hydro One is unable to answer any of the following questions, please explain why.

- (a) Please describe all breaker position slots at Edgeware TS, including: (i) the owner, (ii) service status (e.g. in service, not constructed, etc.) (iii) the rated capacity of each breaker position, (iv) the current peak load of each breaker position under normal distribution configuration, and (v) if any of the capacity is reserved, please provide an explanation of who the capacity is reserved for and why, as well as the reserve allocation in MW and MVA.
- (b) Please describe the remaining open breaker positions not yet built out and any inactive breaker positions at Edgeware TS. Please advise on any allocations or restrictions on the unbuilt or inactive breaker positions.
- (c) Please describe the rationale and objective of the current construction activity at Edgeware TS and whether this activity involves building out or modifying any breaker positions, such as the M11/M12.
- (d) Please confirm whether any construction of new breaker positions at Edgeware TS (e.g. the M11/M12 or other breaker positions) is temporary or permanent. If any breaker position construction is temporary, please confirm when the temporary breaker position will become available again.
- (e) Regarding the above Edgeware TS new breaker position construction cost estimate provided to Entegrus in 2019, please provide an update in 2023 dollars for the construction of a new breaker position for Entegrus, confirm the degree of accuracy of the information provided and the assets included or excluded from the price.

- 
- (f) Please confirm the status of the Entegrus 2019 request for a new breaker position at Edgeware TS.
  - (g) Please confirm that, subsequent to the construction activity described above, there remains sufficient capacity at the Edgeware TS to construct the new breaker position and egress of the station for Entegrus.
  - (h) Based on (g) above, please provide the next steps that would be required for Entegrus to initiate construction by Hydro One in 2023.
  - (i) Please provide an estimate of a timeline for the construction and energization of the new Edgeware TS station bus, breaker position, and egress for Entegrus, under the assumption the associated Entegrus feeders were pre-built and ready for connection.
  - (j) Please confirm that, beyond the new breaker described above, there is an additional (second) breaker position available at Edgeware TS for Entegrus. Please advise if the costs or timeline for energization would be different from the first breaker position described above.
  - (k) Please describe any upcoming plans for customers to be directly transmission-connected at Edgeware TS and describe the impact of this on available capacity at Edgeware TS.

### **Interrogatory #2**

Reference:

Hydro One Evidence 2023-04-17, Section 2.1.4.1 and Attachment 6.

Question(s):

- (a) Please provide a table showing the Customer's monthly peak loads in MW and MVA (both in aggregate and by each of the M7 and M8 feeders) and power factors from Jan/2015 through Apr/2023.
- (b) Please provide the Month/Year of the highest peak load for the Customer and note the associated peak load in MW and MVA, along with the associated power factor.

### **Interrogatory #3**

Reference:

Customer Evidence 2023-04-17, paragraph 27, and Exhibit E, Section B-1.  
Customer's Supplementary Evidence 2023-05-19, Attachment 2-A.

---

Preamble:

The 1997 documents between the Customer and Ontario Hydro at Exhibit E, Section B-1 and also at paragraph 27, indicate that the M7/M8 design capacity was committed to be a dual feed [REDACTED]

Question(s):

- (a) Please confirm that the 600A inline switches installed by Ontario Hydro/Hydro One at Edgware TS currently limit the capacity to [REDACTED] instead of the [REDACTED] originally established in the documents.
- (b) Please explain why the inline switches referenced in (a) above are limited to 600A.
- (c) Please confirm if any other Hydro One-owned station or line equipment on the electrical path between the Edgware TS breaker positions and the Customer are also rated to supply less than the originally established [REDACTED] of supply capacity.
- (d) Please describe the costs and process involved in upgrading the 600A inline switches, or any other equipment identified in (c) above, to support the original supply of [REDACTED] committed by Ontario Hydro.
- (e) In the capacity allocation letter executed by Hydro One and the Customer on May 17, 2023, it is stated that until that time, the existing service was for only 16,000 kW (16 MW). Please confirm that until May 17, 2023, Ontario Hydro / Hydro One did not have the ability to supply the 38 MW committed in the 1997 documents to the Customer with one feeder out of service.

**Interrogatory #4**

Reference:

Hydro One Evidence 2023-04-17, page 13 and Attachment 6.  
Customer's Supplementary Evidence 2023-05-19, Attachment 2-A.

Question(s):

- (a) Please provide the non-loss-adjusted quantity of kWh underpinning the calculation of electricity commodity in the Hydro One scenario.
- (b) Please confirm the loss factor used in the Hydro One scenario.
- (c) Please provide reference to the Hydro One Tariff sheet that shows the loss factor used in part (b).

- 
- (d) Please provide copies of Hydro One's lowest and highest dollar value monthly bills to the Customer for each year from 2019 to 2022.
  - (e) Please provide copies of the Customer's monthly bills from Hydro One for Jan/23, Feb/23, Mar/23 and Apr/23. Please then present an analysis of each bill in the same format as shown in Hydro One Evidence 2023-04-17 Attachment 6, while reconciling to each total bill amount.
  - (f) Please provide or reconcile to the Customer's power factor used in the above bills.
  - (g) Please provide copies of specific Hydro One bills to the Customer, or reference bills provided above, where the Customer's power factor approximated [REDACTED]
  - (h) In the Customer's Supplementary Evidence of 2023-05-19, the Customer filed a copy of a May 17, 2023 Capacity Allocation Commitment with Hydro One as Attachment 2-A, which describes a power factor of [REDACTED]. Please describe the Customer billing implications of a [REDACTED] power factor (in comparison to [REDACTED], power factor).

#### **Interrogatory #5**

##### Reference:

Hydro One Evidence 2023-04-17, page 12, lines 8 to 9.  
Customer Evidence 2023-04-17, Exhibit C.  
Customer's Supplementary Evidence 2023-05-19, Attachment 2-A.

##### Preamble:

At page 12, Hydro One states that the Customer is a sub-transmission customer with Hydro One.

##### Question(s):

- (a) Please confirm that based on the Additional Terms to the Memorandum of Understanding of August 23, 1996 at Exhibit C of the Customer's 2023-04-17 Evidence, Ontario Hydro committed that the rates charged to the Customer would not be "in excess of the lowest prices charged to OH customers at the same voltage."
- (b) Please provide a chart confirming, by year, the Hydro One rate class or rate classes that the Customer has resided in from 1997 to 2023.
- (c) For the rate classes shown in the chart above, please provide the applicable Hydro One tariff sheet rate class definitions by year per the approved OEB rate orders.
- (d) Based on the applicable Hydro One Tariff sheet rate class definitions by year per the approved OEB rate orders for 2019 forward, please explain the basis for the Customer being in the Hydro

---

One sub-transmission rate class.

- (e) In the Customer's Supplementary Evidence of 2023-05-19, the Customer filed a copy of a May 17, 2023 Capacity Allocation Commitment with Hydro One as Attachment 2-A, which provides for redundant distribution assets. Please confirm and provide evidence that a double allocation on distribution is aligned with the sub-transmission rate class.
- (f) The current Hydro One tariff sheet defines the sub-transmission rate class as relating to load which "is connected to and supplied from Hydro One Distribution assets", please confirm if Hydro One has ever asked the OEB for permission or confirmation that the sub-transmission rate applies, notwithstanding that the Customer is connected to assets owned by an LDC.

### **Interrogatory #6**

Reference:

Customer Evidence 2023-04-17, Exhibit H.

Preamble:

Exhibit H of the Customer 2023-04-17 evidence provides an OEB Section 86(1)(b) application providing leave for Hydro One to sell the Customer various assets.

Question(s):

- (a) Please explain why Hydro One filed a Section 86(1)(b) application for the sale of the transformers and poles to the Customer in 2007.

### **Interrogatory #7**

Reference:

Customer Evidence 2023-04-17, paragraph 25, and Exhibit I.

Preamble:

Exhibit I includes St. Thomas Energy's 2015 Cost of Service Application (EB-2014-0113), in which there is reference to St. Thomas Energy receiving payments from Hydro One related to the feeder assets.

Question(s):

- (a) Please confirm that the feeder payments referenced were in regard to monthly payments from Hydro One to Entegrus (St. Thomas Energy) for use of the M7/M8 feeders.

- (b) With the exception of the payments refunded by Entegrus to Hydro One as described on page 12 of Entegrus' 2022-10-17 Application, please confirm that Hydro One has not paid Entegrus (or St. Thomas Energy Inc.) for Hydro One use of the M7/M8 feeders since December 2017.

### **Interrogatory #8**

Reference:

Hydro One Evidence 2023-04-17, Section 4.3.

Question(s):

Please confirm that the M7 and M8 feeders currently have no Primary Metering Entrance ("PME") and therefore could not be used for other supply beyond the Customer in their current form.

### **Interrogatory #9**

Reference:

Hydro One Supplementary Evidence 2023-05-19, page 2, lines 14 to 20.  
Hydro One Supplementary Evidence 2023-05-19, Attachment 3.

Preamble:

In Hydro One's 2023-05-19 Supplementary Evidence at page 2, line 14, it states that *"The OEB EPC concluded that the 2015 LTLT DSC Amendments only apply to those customers that were included in load transfer agreements as they existed at the time the 2015 LTLT DSC Amendments were issued, i.e., December 21, 2015. Therefore unless a customer was included in a load transfer agreement at the time the 2015 LTLT DSC Amendments were published, the 2015 LTLT DSC Amendments do not apply to them and there is no basis to require the transfer."*

Question(s):

- (a) Please confirm that Hydro One notified the OEB on September 15, 2017 that an additional load customer had been transferred from Hydro One to Entegrus and that this was approved by the OEB (EB-2017-0326) on November 30, 2017.
- (b) Please confirm that the customer in (a) above was not included in the list of load transfers at the time the 2015 LTLT DSC Amendments were published.
- (c) Please confirm that the "Swiss Cheese" effect cited in the OEB Staff email to Hydro One staff at Attachment 3 would not be applicable if Entegrus were granted leave to serve the Customer,

---

since the Customer is currently a Hydro One customer while being completely embedded within what is otherwise Entegrus territory.

- (d) Please confirm that the current arrangement, whereby Hydro One serves the Customer within what is otherwise Entegrus territory, actually creates the “Swiss Cheese” effect.

### **Interrogatory #10**

#### Reference:

Hydro One Supplementary Evidence 2023-05-19, page 4, Table 1.  
Customer Evidence 2023-04-17, Exhibit E, Section B-1.

#### Preamble:

Hydro One replicated Table 3-1 from Entegrus’ Supplementary Evidence with updated values in MVA in its 2023-05-19 Supplementary Evidence.

#### Question(s):

- (a) Please confirm that Table 1 in the Hydro One Supplementary Evidence (which is based on Table 3-1 from Entegrus’ Supplementary Evidence) is based on a feeder capacity of [REDACTED] for each of the M7 and M8 feeders, rather than capacity originally committed to by Ontario Hydro in the 1997 documents between the Customer and Ontario Hydro (Formet Evidence 2023-04-17, Exhibit E, Section B-1) of [REDACTED] for each of the M7 and M8 feeders.
- (b) Please provide updated tables in the same format as Table 3-1 under the assumption that the described Customer power factor of [REDACTED] can be improved, utilizing instead a Customer peak load of: (i) [REDACTED] and (ii) [REDACTED]
- (c) If the Customer billing data shows a power factor [REDACTED] please calculate and show the impact on the Customer bill of this [REDACTED] power factor, compared to a power factor of [REDACTED] and a power factor of [REDACTED]. Please describe any discussions Hydro One and the Customer have had about the installation of [REDACTED]. What was the conclusion of these discussions?
- (d) Please provide updated tables in the format of (b) above using a feeder capacity of [REDACTED] [REDACTED] for each of the M7 and M8 feeders, based on Table 3-2 from the Entegrus Supplementary Evidence.

**Interrogatory #11**

Reference:

Entegrus Application 2022-10-17, Section 3.

Preamble:

In the Application, Entegrus explained that Hydro One had not permitted Entegrus to speak with the Customer, and requested permission from the OEB to do so, which was granted on March 17, 2023.

Question(s):

- (a) Please provide all communications exchanged between the Customer and Hydro One from the time that Entegrus requested permission from Hydro One to speak with the Customer in relation to the SAA (May 31, 2022) until the date when the OEB granted permission on March 17, 2023.
- (b) Please provide all communications exchanged between the Customer and Hydro One following Entegrus' meeting with the Customer in March 2023.

If Hydro One or the Customer claims privilege over any such communications, please advise of the basis for such privilege claim and the dates and personnel included in each such communication.

**Interrogatory #12**

Reference:

Customer's Supplementary Evidence 2023-05-19, Attachment 2-A.

Preamble:

In the Customer's Supplementary Evidence 2023-05-19, the Customer filed a copy of a May 17, 2023 Capacity Allocation Commitment with Hydro One as Attachment 2-A.

Question(s):

- (a) Please confirm that Hydro One executed this new capacity allocation commitment letter with the Customer on or about May 17, 2023.
- (b) Please advise what led to the referenced letter. What changed that made the letter agreement necessary?
- (c) When did negotiations for the referenced letter commence and which party made the suggestion?



- 
- (d) Please provide all drafts of the letter.
  - (e) Please explain why the Customer has two years to use the assigned capacity, when sufficient historical information exists to make this determination now?
  - (f) What commitments in the letter are new? If none, then why is the letter necessary?
  - (g) Please quantify the bill impacts of the letter agreement for the Customer.
  - (h) The capacity allocation commitment letter makes reference to an existing service of [REDACTED] which infers that a previous agreement exists. Please confirm whether this is a new agreement or replaces a previous agreement.
  - (i) If this agreement replaces a previous agreement, please provide a copy of the previous agreement.
  - (j) Please provide all communication regarding the May 17, 2023 capacity allocation commitment letter agreement between Hydro One and the Customer.

### Interrogatory #13

Reference:

Customer's Supplementary Evidence 2023-05-19, Attachment 2-A.

Preamble:

The Capacity Allocation Commitment letter notes that the Customer has *"until May 2025 to utilize the assigned capacity, 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."*

Question(s):

- (a) Please describe how, with respect to this clause, the Customer's use of the capacity will be measured between May 2023 and May 2025.
- (b) In the event that other customers were subsequently allocated this capacity, please provide the Hydro One connection topology in the form of a single line diagram (showing all reclosers, switches, metering equipment and other assets) from the Edgeware TS, to the new Entegrus connection point, all the way to the Customer. Please identify which assets are new and which assets are existing.

---

**Interrogatory #14**

Reference:

Customer's Supplementary Evidence 2023-05-19, Attachment 2-A.

Preamble:

In the Customer's Supplementary Evidence 2023-05-19, the Customer filed a copy of the recently signed the Capacity Allocation Letter, shown as Attachment 2-A.

Question(s):

- (a) Please confirm that the May 17, 2023 capacity allocation letter executed by Hydro One and the Customer would provide an Edgeware TS station capacity allocation to the Customer of [REDACTED]
- (b) Please confirm that the May 17, 2023 capacity allocation letter executed by Hydro One and the Customer would provide redundant feeder capacity on the M7 and M8 feeders of [REDACTED]
- (c) If the May 17, 2023 capacity allocation letter provides redundant feeder capacity on the M7 and M8 feeders as described in (b) above, please: (i) explain the billing implications of the redundant feeder capacity to the Customer, and (ii) explain the applicability of standby charges or gross load billing to the Customer.
- (d) Please provide a plan, wherein Hydro One uses assets other than the M7/M8 feeders to provide this capacity to the Customer. Please provide the connection topology in the form of a single line diagram (showing all reclosers, switches, metering equipment and other assets) from the Edgeware TS (or an alternative supply source) to the Customer. Please identify which assets are new and which assets are existing.

**Interrogatory #15**

Reference:

Entegrus Application 2022-10-17, Section 5.5.2, including Table 5-2.

Preamble:

In Table 5-2, Entegrus documented its understanding that Hydro One would charge \$45,138 per month in Low Voltage charges to Entegrus for 5 MW of feeder capacity on the M7 or M8.

---

Question(s):

- (a) Subject to any recent Hydro One rate changes, please confirm that Table 5-2 (showing potential Hydro One Low Voltage charges to Entegrus) in the Entegrus 2022-10-17 Application is correct.
- (b) If Table 5-2 is not correct, or if Hydro One rates have changed since 2022-10-17, please update the chart in similar format to show what Hydro One would charge Entegrus per month for 5MW of feeder capacity on the M7 or M8.
- (c) Please update the chart in Table 5-2 to show what Hydro One would charge Entegrus per month for 10 MW, 15 MW, 20 MW, 28 MW and 38 MW of feeder capacity on the M7 and M8 (distribution connected to the Edgeware TS).

**Interrogatory #16**

Reference:

The OEB process to eliminate Long Term Load Transfer (“LTLT”) arrangements (EB-2015-0006).

Question(s):

- (a) Please list all transfers to LDCs from Hydro One effected through the LTLT elimination process over 5 MW.
- (b) Please list all transfers from Hydro One to LDCs effected through the LTLT elimination process over 5 MW.

**Interrogatory #17**

Reference:

Entegrus Application 2022-10-17, Section 5.5.2

Question(s):

- (a) Please confirm that if Entegrus sells the M7/M8 feeders to Hydro One any additional capacity on the M7/M8 feeders will be stranded if the Customer does not use it all, and if Entegrus declines to use that capacity due to the cost being 45 times the amount paid by Hydro One to Entegrus for the same capacity.
- (b) If Entegrus does not sell the M7/M8 feeders to Hydro One, please advise on what basis Hydro One should be charged for its use of the feeders from January 1, 2018, forward. Please provide the regulatory basis for such charges.

### **Interrogatory #18**

Reference:

Customer Evidence 2023-04-17, paragraph 26.

Preamble:

At paragraph 26 the Customer states: *“The dedicated feeders were purpose-built for the Plant. Formet has satisfied its obligation to pay off the full contracted amount for capital costs of the dedicated feeders. Entegrus has received payment in full for them and has recorded such payment as revenue in its OEB filings. This Application therefore seeks to give the feeders over to Entegrus and its customers after (i) Entegrus' original shareholder (the City of St. Thomas) has profited from the Plant, and its associated jobs and economic development; (ii) Formet and Hydro One have each paid in full the contracted amounts for the construction, operation and maintenance of the two dedicated feeders, and (iii) Entegrus and its predecessors have been paid in full for the cost of the feeders and booked such payments as revenue.”*

Question(s):

- (a) What credit will the Customer receive from Hydro One from having paid rates for service using the M7/M8 feeders over many years?
  
- (b) Will Hydro One treat these assets as having been paid for by the Customer and therefore collect less in rates than it would from other customers in the same rate class?

### **Interrogatory #19**

Reference:

Hydro One Evidence, Section 2.1.1.

Question(s):

Please calculate, using simplifying assumptions as needed, the difference between the amounts paid by Hydro One to STEI/Entegrus for the use of the M7/M8 feeders since 1997 versus the revenues received from the Customer for distribution service on those assets. As part of this response please indicate:

- i. The total amount paid to STEI/Entegrus by calendar year and in total; and,
- ii. The total distribution revenue received from the Customer by calendar year and in total.

If records are not available, please provide information as far back as it exists.

---

**Interrogatory #20**

Reference:

Entegrus Application 2022-10-17, Section 5.5.2.  
Hydro One Supplementary Evidence, page 4, lines 7-9.

Preamble:

On page 18-19 of the Entegrus 2022-10-17 Application, it was noted that Hydro One indicated that 5 MW from the M8 breaker position was the maximum capacity that could be allocated to Entegrus from the M7/M8. On page 4, lines 7-9 of Hydro One's Supplemental evidence, Hydro One states: *"the revisions still do not address that the overall exposure of the M7 and M8 will increase through the addition of customers being served on the circuits and through the connection into Entegrus' system, thereby increasing reliability risks."*

Question(s):

- (a) In the event Entegrus were to accept the Hydro One offer for 5 MW of capacity on the M7 or M8 feeder, please provide the Hydro One connection topology in the form of a single line diagram (showing all reclosers, switches, metering equipment and other assets) from the Edgeware TS, to the new Entegrus connection point, all the way to the Customer. Please identify which assets are new and which assets are existing.
- (b) Please describe the impact to the Customer, if any, in terms of power quality, reliability and momentary outages from the Hydro One connection topology described in (a) above.