

**Entegrus Powerlines Inc.  
Application to Amend Schedule 1 of an Electricity Distributor Licence  
Formet Industries Interrogatories  
Ontario Energy Board (OEB)  
File Number: EB-2022-0178**

**June 2, 2023**

**Formet Entegrus Interrogatory 1**

*Reference*

Formet Peak Load

Entegrus Powerlines Inc. ("Entegrus") recognizes at Section 3.2 of its Service Area Amendment Supplementary Evidence that Formet Industries' ("Formet") peak load has reached [REDACTED].

The "Updated Scenario" found in Section 3.3 of the supplementary evidence and the calculations which follow in Tables 3-1 and 3-2 are based on an assumed peak load of [REDACTED] not [REDACTED].

Formet' past peak and expected future peak load at the facility at 1 Cosma Court ("Facility") is [REDACTED].

Table 1 in Hydro One Networks Inc.'s ("Hydro One") Supplementary Evidence provides Capacity Allocation in MVA.

*Question*

**[1-Formet-Entegrus-1]**

Please provide revised versions of Table 3-1 and 3-2 found in Entegrus' Service Area Amendment Supplementary Evidence in MVA assuming the Facility's peak load to be [REDACTED].

## **Formet Entegrus Interrogatory 2**

### *Reference*

#### Capacity Allocation

Attachment 2-A to the Customer's Supplementary Evidence confirms that Hydro One has assigned the Facility a total capacity of [REDACTED]. It also confirms that Hydro One has approved peak load of [REDACTED] for each feeder.

According to Section 3.0 of Hydro One's Supplementary Evidence, this [REDACTED] equates to [REDACTED], meaning that Hydro One would connect no more than [REDACTED] MVA of other load to each feeder.

Section 3 of Entegrus' Service Area Amendment Supplementary Evidence refers to potential interconnection topology and operating scenarios.

### *Questions*

#### **[2-Formet-Entegrus-1]**

1(1). Will Entegrus agree as part of the order made in this application to match the capacity allocation commitment made by Hydro One by assigning (1) a total capacity of [REDACTED] (or [REDACTED] MVA) from the M7 and M8 feeders, and (2) up to [REDACTED] (or [REDACTED] MVA) for each feeder?

1(2). For clarity, is Entegrus prepared to assign the Formet Facility a total capacity of [REDACTED] (or [REDACTED] MVA) and to approve a peak load of [REDACTED] (or [REDACTED] MVA) by Formet on each feeder, and to have such commitment form part of the OEB's order in this application?

#### **[2-Formet-Entegrus-2]**

2. If the answer to (1)(1) and/or (1)(2) above is yes, for what duration will Entegrus make such a commitment, and what if any conditions are attached to such commitment or duration?

#### **[2-Formet-Entegrus-3]**

3. Will Entegrus agree as part of the order made in this application to connect no more than [REDACTED] MVA of other (non-Formet) load to each of M7 and M8?

#### **[2-Formet-Entegrus-4]**

4. If the answer to (3) above is yes, for what duration will Entegrus make such a commitment, and what if any conditions are attached to such commitment or duration?

#### **[2-Formet-Entegrus-5]**

5. If the answer to (3) above is yes, please revise the Connection Topology Figures in Attachment 2 to Entegrus' Supplementary Evidence to show a maximum of █ MVA of other (non-Formet) load being connected to each of M7 and M8 (as opposed to the entire existing Entegrus Distribution system load being connected to each of M7 and M8).

**[2-Formet-Entegrus-6]**

6. If the answer to (3) above is no, is there some other maximum amount of other (non-Formet) load, expressed in MVA, which Entegrus would agree as part of the order made in this application to be the maximum Entegrus could connect to each of M7 and M8?

**[2-Formet-Entegrus-7]**

7. If the answer to (6) above is yes, what is that proposed maximum load, expressed in MVA?

**[2-Formet-Entegrus-8]**

8. If the answer to (6) above is yes, for what duration will Entegrus make such a commitment, and what if any conditions are attached to such commitment or duration?

**[2-Formet-Entegrus-9]**

9. If the answer to (6) above is yes, please revise the Connection Topology Figures in Attachment 2 to Entegrus' Supplementary Evidence to show such maximum of other (non-Formet) load being connected to each of M7 and M8 (as opposed to the entire existing Entegrus Distribution system load being connected to each of M7 and M8).

**[2-Formet-Entegrus-10]**

10. What specific customers, other than Formet, does Entegrus intend to connect to the M7 and/or M8 feeders, and what are their projected peak loads in MVA over the next 2, 5 and 10 year periods?

**[2-Formet-Entegrus-11]**

11. If Entegrus intends to connect the Entegrus Distribution system in general to either or both of M7 and M8, rather than specific customers, what is the projected peak load in MVA over the next 2, 5 and 10 year periods, of such system, or of such part of the system as would be connected to either or both of M7 and M8?

### **Formet Entegrus Interrogatory 3**

#### *Reference*

Other Loads on M7 and M8

Entegrus admits in Section 5 of its Service Area Amendment Supplementary Evidence that new capacity is required in light of the [REDACTED] announcement.

#### *Questions*

##### **[3-Formet-Entegrus-1]**

1. What is the projected peak load to be required by the [REDACTED] in MW or MVA, over the next 2, 5 and 10 year periods?

##### **[3-Formet-Entegrus-2]**

2. Has Entegrus made any written or verbal representations or commitments to [REDACTED] or its agents regarding Entegrus' ability to provide service [REDACTED]?

##### **[3-Formet-Entegrus-3]**

3. If the answer to (2) is yes, what written or verbal representations or commitments, if any, has Entegrus expressed to [REDACTED] or its agents regarding Entegrus' ability to provide service to [REDACTED]?

##### **[3-Formet-Entegrus-4]**

4. Has Entegrus provided any written or verbal cautions or limitations to [REDACTED] or its agents regarding Entegrus' ability to provide service [REDACTED]?

##### **[3-Formet-Entegrus-5]**

5. If the answer to (4) is yes, what written or verbal cautions or limitations, if any, has Entegrus expressed to [REDACTED] or its agents regarding Entegrus' ability to provide service [REDACTED]?

##### **[3-Formet-Entegrus-6]**

6. Please provide copies of all written communications, and summaries of all verbal communications, between representatives of Entegrus and representatives of [REDACTED] or its agents prior to April 17, 2023 about Entegrus' ability to satisfy the power requirements [REDACTED]. If such communications include confidential or commercially sensitive information [REDACTED], please provided redacted copies or summaries of same.

**[3-Formet-Entegrus-7]**

7. Without naming the [REDACTED] from whom Entegrus “recently received a request ... for significant additional capacity” (as described in Section 5 of Entegrus’ Supplementary Evidence), please state the volume of additional capacity in MW or MVA, so requested [REDACTED].

**Formet Entegrus Interrogatory 4**

*Reference*

Rates

Entegrus has filed “Attachment 3, Estimated Monthly Bill” as part of its Service Area Amendment Supplementary Evidence, which refers to two different rate classes:

[REDACTED] Section 4 of Entegrus’ Supplementary Evidence, entitled “Relative Costs to the Customer from Each Distributor”, addresses rate classes.

*Questions*

**[4-Formet-Entegrus-1]**

1. Would [REDACTED] initially be applied [REDACTED] should Entegrus be successful in this application?

**[4-Formet-Entegrus-2]**

2. If the answer to (1), above, is yes, which [REDACTED] rate classes would [REDACTED]?

**[4-Formet-Entegrus-3]**

3. If the answer to (1), above, is yes, for what duration would the rate class described in the response to (1) above apply (ie. until rate harmonization in 2026, or until some other date)?

**[4-Formet-Entegrus-4]**

4. If the answer to (1), above, is yes, following the date described in response to (ii) above (for example, following rate harmonization in 2026), what rate class would apply [REDACTED]

**[4-Formet-Entegrus-5]**

5. Are the rates which are in effect today (June 2, 2023) under the rate class described in the response to (2) above, or is any single component of such rates, higher than the rates (or similar components) which are in effect and being charged to the Customer today as a Hydro One customer? Please provide details by listing the applicable Entegrus rates or rate components in effect today, and the comparable rates or rate components in effect today being charged by Hydro One to Formet.

**[4-Formet-Entegrus-6]**

6. Are the rates which are in effect today (June 2, 2023) under the rate class described in the response to (4) above, or is any single component of such rates, higher than the rates (or similar components) which are in effect and being charged to the Customer today as a Hydro One customer? Please provide details by listing the applicable Entegrus rates or rate components in effect today, and the comparable rates or rate components in effect today being charged by Hydro One to Formet.

**[4-Formet-Entegrus-7]**

7. Section 6.5.4 of the Distribution System Code, which was enacted by the Board's decision in EB-2015-0006, states as follows:

*If the transfer to the physical distributor results in the load transfer customer(s) paying higher delivery charges, the physical distributor shall apply rate mitigation in a manner that is approved by the Board.*

If Entegrus asserts that the Formet situation constitutes a Long Term Load Transfer to which EB-2015-0006 applies (which assertion Formet rejects), [REDACTED], in order to comply with the DSC?

**[4-Formet-Entegrus-8]**

8. If the answer to (7) above is yes, please:

- Describe such [REDACTED] that Entegrus proposes to apply [REDACTED]?
- Describe over what period of time has Entegrus proposed, or would Entegrus propose, [REDACTED]?
- Provide all rate and tariff details and implications [REDACTED]
- Demonstrate how such [REDACTED] would, if approved by the Board, [REDACTED] to Hydro One as a Hydro One customer.

- Is Entegrus content for the specifics of such [REDACTED] to be reflected in the Board's order?

**[4-Formet-Entegrus-9]**

9. If the answer to (7) above is no, why does Entegrus believe that Section 6.5.3 applies to [REDACTED] but Section 6.5.4 does not?

**[4-Formet-Entegrus-10]**

10. The purported bill comparisons provided by Entegrus in Attachment 3 to its Supplementary Evidence assume different consumption volumes in each scenario (6 [REDACTED]). In order to be able to compare the potential bill impacts to Formet from each of the options available to the Board, please provide four (4) different sample bills for the month of February 2023, based on the following assumptions from February 2023 (which assumptions reflect Formet's actual data), and the four Rate Scenarios described below:

- Formet consumption of [REDACTED] for the month
- Average commodity price [REDACTED] per kWh
- Peak Demand during the month of [REDACTED] kW
- Global Adjustment Peak Demand Factor of [REDACTED]
- Provincial Global Adjustment of \$ [REDACTED]
- HST Rate: 13%
- Applicable Rates/Tariff:
  - Rate Scenario 1: General Service > 50 - 4999 kW in the Entegrus St. Thomas Rate Zone, as it was in effect February 28, 2023.
  - Rate Scenario 2: Large Use Rate Class in the Entegrus Main Rate Zone, as it was in effect February 28, 2023.
  - Rate Scenario 3: Same as Scenario 1, but applying any rate mitigation described in response to (8) above.
  - Rate Scenario 4: Same as Scenario 2, but applying any rate mitigation described in response to (8) above.

## Formet Entegrus Interrogatory 5

### Reference

### Reliability

Formet has highlighted the importance of reliability and consequential harm from outages at the Facility in its evidence. Entegrus has filed evidence about [REDACTED] [REDACTED] reliability issues, including [REDACTED] in Section 3.4 of Entegrus' Supplementary Evidence.

In the event of an outage to either M7 or M8 (but excluding concurrent outages or curtailments of both M7 and M8), Entegrus requires that the entirety of its electricity needs, [REDACTED] be serviced by the other feeder.

### Questions

#### [5-Formet-Entegrus-1]

1. Will Entegrus guarantee that in the event [REDACTED] (assuming no concurrent [REDACTED]) no matter what other uses are being made of M7 or M8, [REDACTED] will immediately shift to and be served by M8, without any [REDACTED] [REDACTED]?

#### [5-Formet-Entegrus-2]

2. Will Entegrus guarantee that in the event [REDACTED] [REDACTED] no matter what other uses are being made of M7 or M8, [REDACTED] without any [REDACTED] [REDACTED]?

#### [5-Formet-Entegrus-3]

3. Will Entegrus guarantee that in the event [REDACTED] (assuming no concurrent [REDACTED]) if and to the extent necessary [REDACTED] [REDACTED], will be served by M8 for the duration of the M7 [REDACTED]?

#### [5-Formet-Entegrus-4]

4. Will Entegrus guarantee that in the event [REDACTED] (assuming no concurrent [REDACTED]) no matter what other uses are being made of [REDACTED] will immediately shift to and be served by M7, [REDACTED] [REDACTED]?



**[5-Formet-Entegrus-5]**

5. Will Entegrus guarantee that in the event [REDACTED] [REDACTED] no matter what other uses are being made of M7 or M8, [REDACTED], without [REDACTED] [REDACTED]?

**[5-Formet-Entegrus-6]**

6. Will Entegrus guarantee that in the event [REDACTED] [REDACTED] if and to the extent necessary, all other (non-Formet) loads will be [REDACTED] [REDACTED], will be served by M8 for the duration of the M8 [REDACTED]?

**[5-Formet-Entegrus-7]**

7. If the answers to (1) and/or (4) above are yes, please explain how that will happen, technically. As part of such response, please advise whether the process of [REDACTED] [REDACTED] [REDACTED], and whether Entegrus will guarantee that there will not be any [REDACTED]?

**[5-Formet-Entegrus-8]**

8. Is Entegrus content for the foregoing commitments to be reflected in the Board's order?

## **Formet Entegrus Interrogatory 6**

### *Reference*

Entegrus' application and Attachment 1 to its Supplementary Evidence refer to [REDACTED]

### *Question*

#### **[6-Formet-Entegrus-1]**

Why did Entegrus not agree to accept [REDACTED] from the M8 feeder?