

Ontario | Commission Energy | de l'énergie Board | de l'Ontario

DECISION AND RATE ORDER

EB-2023-0160

EPCOR NATURAL GAS LIMITED PARTNERSHIP (AYLMER)

Application for Rates to be Effective January 1, 2024

BEFORE: Anthony Zlahtic Presiding Commissioner

Allison Duff Commissioner

November 9, 2023

1 OVERVIEW

EPCOR Natural Gas Limited Partnership (EPCOR) applied to the Ontario Energy Board (OEB) for changes to its natural gas distribution rates effective January 1, 2024 for its Aylmer service area (Application).

In the Application, EPCOR requested the following approvals:

- To adjust distribution rates for natural gas in the Aylmer service area effective January 1, 2024 in accordance with a previous OEB-approved decision (Settlement Decision)¹
- II. To dispose of the balances in three deferral and variance accounts

The OEB approves the application to adjust distribution rates in the Aylmer service area, effective January 1, 2024, in accordance with the Settlement Decision and for EPCOR to dispose of the balances in three deferral and variance accounts.

The annual bill impact for a residential customer using 2,100 cubic metres of natural gas per year is a net increase of approximately \$30.08 or 2.3%, which includes an annual increase in delivery rates of \$23.37 and an annual increase of \$6.71² resulting from the disposition of the deferral and variance account balances.

¹ EB-2018-0336, Decision and Interim Rate Order, July 4, 2019

² The \$6.71 increase associated with the disposition of certain deferral and variance account balances is calculated relative to the rate riders approved in EPCOR's 2023 rates proceeding.

2 THE PROCESS

EPCOR filed the Application on July 7, 2023, under section 36(1) of the *Ontario Energy Board Act, 1998.* On July 28, 2023, the OEB issued a Notice of Hearing. The intervention period ended on August 18, 2023. No persons applied for intervenor status.

Procedural Order No. 1 was issued on August 25, 2023. OEB staff filed written interrogatories on September 1, 2023. EPCOR filed responses to interrogatories on September 21, 2023.

OEB staff filed a written submission on October 5, 2023. EPCOR filed its reply submission on October 13, 2023.

3 DECISION

Price Cap Adjustment 3.1

EPCOR sought approval to increase its rates, effective January 1, 2024, based on a mechanistic rate adjustment using the price cap adjustment (PCA) previously approved in the Settlement Decision. The PCA is calculated using an inflation factor less a productivity factor and a stretch factor. The productivity and stretch components, at 0.00% and 0.40% respectively, were approved in the Settlement Decision.

The components of the PCA applicable to EPCOR Aylmer for 2024 rates are set out in Table 1 below. Inserting these components into the formula results in a 4.40% increase to EPCOR's forecasted revenue: 4.40% = 4.80% - (0.00% + 0.40%). The inflation factor of 4.8% used by EPCOR in the Application is the OEB-approved 2024 Inflation Factor.³

Table 1. The Oap in Adjustment Formula		
Components	Amount	
Inflation Factor	4.80%	
Productivity	0.00%	
Stretch	0.40%	

Table 1[•] Price Cap IR Adjustment Formula

EPCOR requested that the distribution rates in the Aylmer service area be adjusted in accordance with the Settlement Decision through:

- For Rate Class 1, increasing the monthly fixed charge by \$1.00 and Ι. correspondingly adjusting the volumetric charges to achieve a total projected revenue for 2024 equivalent to the 2023 OEB-approved revenue increased by the approved PCA; and,
- Π. For all other rate classes, increasing the monthly fixed charges and volumetric charges using the approved PCA.

Findings

The OEB finds EPCOR's proposed distribution rate adjustments for the Aylmer service area are consistent with the PCA previously approved in the Settlement Decision and

³ OEB's 2024 Inflation Parameters Letter

the component values in Table 1 for the inflation factor, productivity factor and stretch factor.

The OEB approves the proposed increase in rates effective January 1, 2024.

3.2 Deferral and Variance Accounts

EPCOR sought approval to dispose of the 2022 year-end balances in certain deferral and variance accounts with interest up to December 31, 2023, on the basis of a January 1, 2024, implementation date for the associated rate riders.

The total amount sought for recovery from EPCOR Aylmer customers is a debit of \$245,223 (including interest to December 31, 2023). The balances in the deferral and variance accounts are summarized in Table 2 below.

Account Acronym	Account Name	2022 Balance with interest to December 31, 2023
REDA	Regulatory Expense Deferral Account	\$2,196
PGTVA	Purchased Gas Transportation Variance Account	\$252,285
ADVADA	Approved Deferral/ Variance Disposal Variance Account	\$(9,258)
	Total Deferral Account Balances	\$245,223

TABLE 2: EPCOR's Deferral and Variance Account Balances

OEB staff submitted that it has no concerns with the balances being sought for disposition for each of the accounts.

EPCOR proposed to allocate the balance of the REDA to the various customer rate classes on the basis of average connection count and to recover the allocated costs from customers in Rate Classes 1-5 through the implementation of a twelve-month fixed rate rider.

For the PGTVA, EPCOR proposed to allocate the balance to the various customer rate classes on a volumetric basis and to recover the costs from the customers in Rate Classes 1-5 through the implementation of a twelve-month volumetric rate rider.

OEB staff submitted that the allocation and disposition methodologies for the REDA and PGTVA are consistent with the methodologies previously approved in the Settlement

Decision and the decision in EPCOR Aylmer's 2021, 2022 and 2023 Rates proceedings.⁴

EPCOR proposed to allocate the ADVADA balances to various rate classes on a volumetric basis and refund the balance to customers in Rate Classes 1-5 through the implementation of a twelve-month volumetric rate rider. OEB staff submitted that the proposed volumetric allocation methodology is appropriate as the variance is attributable to differences in forecasted and actual volumes and is consistent with the decision in EPCOR Aylmer's 2021 Rates proceeding.⁵

Findings

The OEB approves the balances in Table 2 for disposition. The OEB finds EPCOR's proposed allocation and disposition methodologies appropriate and consistent with previous OEB decisions. The proposed rate riders are approved effective January 1, 2024 for twelve months. The purpose of each account and the costs recorded are considered as follows:

Regulatory Expense Deferral Account (REDA)

The REDA records the costs of EPCOR's participation in generic hearings and other regulatory proceedings that are important to its operations.

The OEB finds that the REDA costs and associated activities are reasonable and in keeping with the Settlement Decision and the decisions in EPCOR Aylmer's 2021, 2022 and 2023 Rates proceedings.

Purchased Gas Transportation Variance Account (PGTVA)

The cost to transport natural gas to the EPCOR Aylmer system under an OEB approved rate schedule for a transportation agreement with Enbridge Gas are forecast, and then trued up to ensure the ratepayers pay for the actual cost of transportation and that EPCOR does not incur a profit or a loss. The PGTVA records differences between the average forecasted transportation costs per cubic meter included in EPCOR Aylmer's approved rates in Rate Classes 1- 5 and the actual transportation costs per cubic meter included specific meter incurred by EPCOR under its M9 and Bundled T contract with Enbridge Gas for the volumes required to serve the customers in these rate classes.

⁴ EB-2020-0234, EB-2021-0215 and EB-2022-0160

⁵ EB-2020-0234

Decision and Rate Order November 9, 2023

The OEB finds these costs to be appropriate and in keeping with the Settlement Decision and the decisions in EPCOR Aylmer's 2021, 2022 and 2023 Rates proceedings.

Approved Deferral/Variance Disposal Variance Account (ADVADA)

The ADVADA records residual balances that remain after the original deferral and variance account balances were approved for disposition.

The OEB finds that EPCOR accurately calculated the residual balances in keeping with the Settlement Decision and the decision in EPCOR Aylmer's 2021 Rates proceeding.

4 IMPLEMENTATION

EPCOR filed draft rate schedules with the Application for rates effective January 1, 2024. EPCOR used the latest OEB-approved inflation factor and the 2023 third quarter (Q3) prescribed interest rate of 4.98% to calculate the Q3 and Q4 interest charges. Subsequent to the Application, the OEB updated the 2023 Q4 prescribed interest rate to 5.49%.⁶

OEB staff submitted that no draft rate order process is required as the latest inflation factor has been applied in the calculation of distribution rates and the change to the interest for Q4 2023 is immaterial to the deferral account balances. OEB staff also submitted that the proposed rate changes were calculated correctly.

In its reply submission, EPCOR agreed with OEB staff's view of forgoing the increased 2023 Q4 prescribed interest rate. EPCOR noted that forgoing the update is to the benefit to ratepayers.

Findings

The OEB finds that the proposed rate changes and rate riders were calculated correctly in the draft rate schedules and a subsequent draft rate order process is unnecessary. The OEB agrees with EPCOR and OEB staff that the increased 2023 Q4 prescribed interest rate would be immaterial to the balances in Table 2.

The Rate Schedules set out in Schedule A to this Decision and Rate Order are approved effective January 1, 2024.

Decision and Rate Order November 9, 2023

⁶ OEB- Approved Prescribed Interest Rates

5 ORDER

THE ONTARIO ENERGY BOARD ORDERS THAT:

- 1. The Rate Schedules set out in Schedule A are approved effective January 1, 2024.
- 2. 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 November 9, 2023

ONTARIO ENERGY BOARD

Nancy Marconi Registrar

SCHEDULE A

DECISION AND ORDER

EPCOR NATURAL GAS LIMITED PARTNERSHIP (AYLMER)

EB-2023-0160

NOVEMBER 9, 2023

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.

<u>Rate</u>

a)	Monthly Fixed Charge ⁽¹⁾	\$21.50
	Rate Rider for REDA Recovery – effective for 12 months ending December 31, 2024	\$0.02
b)	Delivery Charge First 1,000 m ³ per month All over 1,000 m ³ per month	14.5341 cents per m^3 11.6811 cents per m^3
	Rate Rider for PGTVA recovery – effective for 12 months ending December 31, 2024	0.7891 cents per m ³
	Rate Rider for ADVADA recovery – effective for 12 months ending December 31, 2024	(0.0290) cents per m ³
c)	Carbon Charges ⁽²⁾ Federal Carbon Charge (if applicable) Facility Carbon Charge	12.3900 cents per m^3 0.0037 cents per m^3
d)	Gas Supply Charge and System Gas Refund Rate Rider (if applicable)	Schedule A

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

⁽²⁾ 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.

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.

RATE 2 - Seasonal Service

Rate Availability

The entire service area of the company.

Eligibility

All customers.

<u>Rate</u>

For all g	gas consumed from:	April 1 - Oct 31	Nov 1 - Mar 31
a)	Monthly Fixed Charge ⁽¹⁾	\$23.59	\$23.59
	Rate Rider for REDA Recovery – effective for 12 months ending December 31, 2024	\$0.02	\$0.02
b)	Delivery Charge First 1,000 m ³ per month Next 24,000 m ³ per month All over 25,000 m ³ per month	18.7366 cents per m ³ 9.6949 cents per m ³ 7.6671 cents per m ³	23.6171 cents per m ³ 16.0473 cents per m ³ 17.2730 cents per m ³
	Rate Rider for PGTVA Recovery – effective for 12 months ending December 31, 2024	0.7891 cents per m ³	0.7891 cents per m ³
	Rate Rider for ADVADA Recovery – effective for 12 months ending December 31, 2024	(0.0290) cents per m ³	(0.0290) cents per m ³
c)	Carbon Charges ⁽²⁾ Federal Carbon Charge (if applicable) Facility Carbon Charge	12.3900 cents per m^3 0.0037 cents per m^3	12.3900 cents per m^3 0.0037 cents per m^3
d)	Gas Supply Charge and System Gas Refund Rate	Rider (if applicable) Sche	edule A

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

⁽²⁾ 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.

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.

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 m³; and
- a qualifying annual volume of at least $113,000 \text{ m}^3$. c)

Rate

- 1. Bills will be rendered monthly and shall be the total of:
 - A Monthly Customer Charge⁽¹⁾: a)

A Monthly Customer Charge of \$226.94 for firm or interruptible customers; or A Monthly Customer Charge of \$251.83 for combined (firm and interruptible) customers.

Rate Rider for REDA Recovery - effective for 12 months ending December 31, 2024 \$0.02

A Monthly Demand Charge: b)

A Monthly Demand Charge of 32.8714 cents per m³ for each m³ of daily contracted firm demand.

A Monthly Delivery Charge: c)

- (i) A Monthly Firm Delivery Charge for all firm volumes of 4.0682 cents per m³,
- A Monthly Interruptible Delivery Charge for all interruptible volumes to be negotiated (ii) between the company and the customer not to exceed 11.8752 cents per m³ and not to be less than 8.6034 per m^3 .

Rate Rider for PGTVA recovery – effective for 12 months ending December 31, 2024	0.7891 cents per m ³
Rate Rider for ADVADA recovery – effective for 12 months ending December 31, 2024	(0.0290) cents per m ³

d)	Carbon Charges ⁽²⁾	
	Federal Carbon Charge (if applicable)	12.3900 cents per m ³
	Facility Carbon Charge	0.0037 cents per m ³

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;
- c) Interruptible or curtailment provisions; and
- d) Competition.

3. In each contract year, the customer shall take delivery from the company, or in any event pay for it if available and not accepted by the customer, a minimum volume of gas as specified in the contract between the parties. Overrun volumes will not contribute to the minimum volume. The rate applicable to the shortfall from this minimum shall be 3.4003 cents per m³ for firm gas and 5.8681 cents per m³ 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 5.9678 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.

(1)

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

⁽²⁾ 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.

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).

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.

<u>Rate</u>

For all	l gas consumed from:	April 1 - Dec 31	Jan 1 - Mar 31
a)	Monthly Fixed Charge ⁽¹⁾	\$23.59	\$23.59
	Rate Rider for REDA Recovery – effective for 12 months ending December 31, 2024	\$0.02	\$0.02
b)	Delivery Charge First 1,000 m ³ per month All over 1,000 m ³ per month	20.6322 cents per m^3 12.6591 cents per m^3	26.3209 cents per m^3 20.3392 cents per m^3
	Rate Rider for PGTVA Recovery – effective for 12 months ending December 31, 2024	0.7891 cents per m ³	0.7891 cents per m ³
	Rate Rider for ADVADA Recovery – effective for 12 months ending December 31, 2024	(0.0290) cents per m ³	(0.0290) cents per m ³
c)	Carbon Charges ⁽²⁾ Federal Carbon Charge (if applicable) Facility Carbon Charge	12.3900 cents per m^3 0.0037 cents per m^3	12.3900 cents per m^3 0.0037 cents per m^3
d)	Gas Supply Charge and System Gas Refund Rate R	tider (if applicable) Sch	edule A

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

⁽²⁾ 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.

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.

RATE 5 - Interruptible Peaking Contract Rate

Rate Availability

The entire service area of the company.

<u>Eligibility</u>

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 m³; and
- c) a qualifying annual volume of at least $50,000 \text{ m}^3$.

<u>Rate</u>

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

a)	Monthly Fixed Charge ⁽¹⁾	\$215.64
	Rate Rider for REDA Recovery – effective for 12 months ending December 31, 2024	\$0.02
b)	A Monthly Delivery Charge:	
	A Monthly Delivery Charge for all interruptible volumes to be negotia the customer not to exceed 10.4667 cents per m ³ and not to be less than	ted between the company and n 6.7555 per m^3 .
	Rate Rider for PGTVA recovery – effective for 12 months ending December 31, 2024	0.7891 cents per m ³
	Rate Rider for ADVADA recovery – effective for 12 months ending December 31, 2024	(0.0290) cents per m ³
c)	Carbon Charges ⁽²⁾ Federal Carbon Charge (if applicable) Facility Carbon Charge	12.3900 cents per m^3 0.0037 cents per m^3

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(b) 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 $50,000 \text{ m}^3$. Overrun volumes will not contribute to the minimum volume. The rate applicable to the shortfall from this annual minimum shall be 8.7866 cents per m³ for interruptible gas.

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

⁽²⁾ 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.

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).

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 ⁽¹⁾ for firm services	\$69,171.53
	b) Carbon Charges- Facility Carbon Charge	0.0037 cents per m ³
	c) Gas Supply Charge and System Gas Refund Rate Rider (if applicable)	Schedule A

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

Purchased Gas Transportation Charges

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

Bundled Direct Purchase Delivery

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

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

Delayed Payment Penalty

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

<u>SCHEDULE A – Gas Supply Charges</u>

Rate Availability

The entire service area of the company.

<u>Eligibility</u>

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

<u>Rate</u>

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

PGCVA Reference Price	(EB-2023-0158)	22.5868 cents per m^3
GPRA Recovery Rate	(EB-2023-0158)	0.6741 cents per m ³
System Gas Fee	(EB-2018-0336)	0.0435 cents per m ³
Total Gas Supply Charge		23.3044 cents per m ³

Note:

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

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.

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.

<u>Eligibility</u>

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.

<u>Rate</u>

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

Schedule of Miscellaneous and Service Charges

	Α	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