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February 11, 2025

British Columbia Utilities Commission Suite 410, 900 Howe Street Vancouver, BC V6Z 2N3

Attention: Patrick Wruck, Commission Secretary

Dear Patrick Wruck:

Re: FortisBC Energy Inc. (FEI)

Application for a Certificate of Public Convenience and Necessity (CPCN) and Approval of Amending Agreements to Expand the Compressed Natural Gas (CNG) Fueling Station at Annacis Island in Delta, BC (Application)

Pursuant to sections 45 and 46 of the *Utilities Commission Act* (UCA), FEI applies to the British Columbia Utilities Commission (BCUC) for a CPCN for the expansion of the CNG fueling station located at Annacis Island in Delta, BC (Annacis Island Fueling Station) consisting of a second compressor (2025 Expansion or Project). In addition, FEI seeks approval from the BCUC, pursuant to sections 59 to 61 and 89 of the UCA, for the rates established in seven amending agreements (Amending Agreements) to the Fueling Service Agreements (FSAs) between FEI and seven anchor customers (Anchor Customers),¹ based on the requirements in Section 12B of FEI's General Terms and Conditions of its Tariff (GT&Cs), to facilitate the 2025 Expansion.

### CONFIDENTIALITY

FEI requests that the live financial model provided in Appendix C be filed on a confidential basis and held confidential by the BCUC in perpetuity, pursuant to Section 18 of the BCUC's Rules of Practice and Procedure regarding confidential documents as set out in Order G-296-24. The financial model is the result of significant development effort by FEI on behalf of its customers and, therefore, the formulas and configuration of the model are commercially

<sup>&</sup>lt;sup>1</sup> The seven Anchor Customers are:

<sup>1</sup> Ancor Transport Ltd. (Ancor);

<sup>2</sup> ColdStar Solutions Inc. (ColdStar);

<sup>3</sup> Encorp Pacific (Canada) (Encorp);

<sup>4</sup> Martin-Brower of Canada Co. (Martin-Brower);

<sup>5</sup> United Parcel Services Canada Ltd. (UPS);

<sup>6</sup> Western Pacific Transport Ltd. (Western Pacific); and

<sup>7</sup> McRae's Environmental services Ltd. (McRae's).



sensitive. FEI believes that there is more than adequate non-confidential information provided with the financial schedules included in Appendix D to permit a transparent review process.

If further information is required, please contact the undersigned.

Sincerely,

FORTISBC ENERGY INC.

Original signed:

Sarah Walsh

Attachments



Application for Approval of a
Certificate of Public Convenience and
Necessity and Approval of Amending
Agreements to Expand the Compressed
Natural Gas Fueling Station at
Annacis Island in Delta, BC

February 11, 2025



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# 1. INTRODUCTION AND APPROVALS SOUGHT

- FEI hereby applies to the British Columbia Utilities Commission (BCUC), pursuant to sections 45 and 46 of the *Utilities Commission Act* (UCA) for a CPCN for the expansion of the CNG fueling station located at Annacis Island in Delta, BC (Annacis Island Fueling Station) consisting of a second compressor (2025 Expansion or Project). In addition, FEI seeks approval from the BCUC, pursuant to sections 59 to 61 and 89 of the UCA, for the rates established in seven amending agreements (Amending Agreements) to the Fueling Service Agreements (FSAs) between FEI and seven anchor customers (Anchor Customers), based on the requirements in Section 12B of FEI's General Terms and Conditions of its Tariff (GT&Cs), to facilitate the 2025 Expansion.
- FEI submits that granting of a CPCN for the 2025 Expansion is in the public interest as the proposed rates in the Amending Agreements incorporate the full forecast and actual capital cost of the Project to be recovered from the seven Anchor Customers of the Annacis Island Fueling Station. Therefore, there is no impact to FEI's other customers as a result of the 2025 Expansion.
- 14 Specifically, FEI seeks the following related to the Project and the Amending Agreements:
  - 1. Granting of a CPCN, pursuant to sections 45 and 46 of the UCA, for the 2025 Expansion of the Annacis Island Fueling Station which involves FEI installing a new, second compressor and associated facilities at the estimated capital expenditure amount of \$475,528, including Allowance for Funds Used During Construction (AFUDC); and
  - 2. Approval of the rates, pursuant to sections 59 to 61 and 89 of the UCA, established in the Amending Agreements with Anchor Customers, based on the requirements in Section 12B of FEI's GT&Cs, which specifically revises the Capital Rate to \$4.703 per GJ to account for the estimated capital expenditures of \$475,528 effective July 1, 2025,<sup>2</sup> on an interim and refundable/recoverable basis, pending the final actual capital expenditures and an application by FEI for permanent rates.

The seven Anchor Customers are:

<sup>1</sup> Ancor Transport Ltd. (Ancor);

<sup>2</sup> ColdStar Solutions Inc. (ColdStar);

<sup>3</sup> Encorp Pacific (Canada) (Encorp);

<sup>4</sup> Martin-Brower of Canada Co. (Martin-Brower);

<sup>5</sup> United Parcel Services Canada Ltd. (UPS);

<sup>6</sup> Western Pacific Transport Ltd. (Western Pacific); and

<sup>7</sup> McRae's Environmental services Ltd. (McRae's).

The anticipated In-Service Date will be approximately one to two months from the granting of a CPCN, if approved, which accounts for the current anticipated lead time to receive the compressor and one to two weeks for the installation and commissioning of the compressor and related facilities. Per Anchor Amending Agreements 3 (a), "In-Service Date" means the first day of the month following the date the second compressor is installed and operational, in FEI's sole discretion.

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APPLICATION FOR A CPCN AND AMENDING AGREEMENTS AT THE ANNACIS ISLAND FUELING STATION



# 1.1 BACKGROUND AND REGULATORY HISTORY

- 2 On June 11, 2019, FEI and Coastland Wood Industries Ltd. (Coastland Wood) entered into a
- 3 Property Access and Use Agreement for FEI to lease a portion of Coastland Wood's land on
- 4 Annacis Island, which was further amended with three amending agreements,3 which are
- 5 collectively referred to as the Host Agreement, to enable FEI to construct, own and operate the
- 6 Annacis Island Fueling Station. The initial term of the Host Agreement expired on January 17,
- 7 2025. On September 13, 2024, FEI and Coastland Wood signed a letter to exercise both Renewal
- 8 Term #1 and #2 options to extend the Host Agreement for a total of six years, expiring on January
- 9 17, 2031. A copy of this signed letter for renewal is provided in Appendix B.
- 10 In 2021, FEI separately entered into six FSAs (collectively, the Original Agreements) to provide
- 11 CNG fueling service to six customers<sup>4</sup> (Original Anchor Customers). By Order G-313-21 dated
- 12 November 1, 2021, the BCUC approved the rate design and rates established in the Original
- 13 Agreements on an interim and refundable basis, as well as consented to the amendments to the
- 14 RS 6P Tariff and rates for public fueling service at the Annacis Island Fueling Station, on an
- 15 interim and non-refundable/non-recoverable basis, effective November 30, 2021.
- 16 By Order G-45-22 dated February 22, 2022, the BCUC determined that the Annacis Island Fueling
- 17 Station met the requirements for a prescribed undertaking as defined by the *Greenhouse Gas*
- 18 Reduction (Clean Energy) Regulation (GGRR), and approved the amending agreements dated
- 19 November 26, 2021, separately signed with each of the Original Anchor Customers (collectively
- 20 Amending Agreements No. 1) to amend the commencement date to January 18, 2022 and the
- 21 Rate Change Date to July 1 of each year with the first escalation occurring on July 1, 2023.
- 22 FEI further entered into additional amending agreements with each of the Original Anchor
- 23 Customers to adjust the Capital Rate and O&M Rate based on the final actual capital costs and
- 24 updated total volumes at the Annacis Island Fueling Station, in addition to specific amendments
- 25 to the minimum annual quantity for Martin-Brower, ColdStar and Western Pacific (collectively,
- Amending Agreements No. 2 and 3). By Order G-198-23 dated July 25, 2023, the BCUC approved
- 27 the rate design and rates established in the Original Agreements as amended by Amending
- 28 Agreements No. 1, 2 and 3 on a permanent basis, effective January 18, 2022.
- 29 During 2022 and 2023, FEI entered into four third-party FSAs, which were approved by Orders
- 30 G-52-22,<sup>5</sup> G-53-22,<sup>6</sup> G-67-22,<sup>7</sup> and G-156-23,<sup>8</sup> on an interim and refundable/recoverable basis,
- 31 and subsequently the BCUC approved permanent rates and amending agreements by Order

<sup>&</sup>lt;sup>3</sup> Amending Agreement No. 1 dated April 16, 2021, and Amending Agreement No. 2 dated June 29, 2021, were signed extending the deadline in Section 1.1(a) for the Condition Precedent to obtain the necessary approvals required, including from the BCUC, to December 31, 2021. Amending Agreement No. 3 dated November 10, 2024, is to increase the leasing area by 1,175 square feet of land in exchange for a higher lease price.

<sup>&</sup>lt;sup>4</sup> The Agreements signed with six Original Anchor Customers are: Ancor, ColdStar, Encorp, Martin-Brower, UPS, and Western Pacific.

<sup>&</sup>lt;sup>5</sup> McRae's Environmental services Ltd. (McRae's), effective March 1, 2022.

<sup>&</sup>lt;sup>6</sup> SF Disposal Queen Ltd. (Disposal Queen), effective February 20, 2022.

<sup>&</sup>lt;sup>7</sup> Clark Reefer Lines Ltd. (Clark Reefer), effective March 7, 2022.

<sup>8</sup> Mullen Trucking Corp. (Mullen), effective June 25, 2023.

APPLICATION FOR A CPCN AND AMENDING AGREEMENTS AT THE ANNACIS ISLAND FUELING STATION



- 1 G-344-23, effective on the commencement date of each agreement. An additional third-party FSA
- 2 was approved on a permanent basis by Order G-324-23.9
- 3 In September 2024, FEI and McRae's entered into Amending Agreement No. 3 to extend the
- 4 initial term, commit to a minimum annual volume, and eliminate the spot charge, which was
- 5 approved by Order G-261-24, effective October 1, 2024. By committing to a minimum annual
- 6 volume at the Annacis Island Fueling Station, McRae's became the seventh anchor customer.
- 7 The Annacis Island Fueling Station is serving a total of seven Anchor Customers, four third-party
- 8 customers, and has an average of approximately 300 public fueling service (RS 6P) events per
- 9 year.

# 10 **1.2 2025 EXPANSION**

- 11 Given the number of customers who rely on the Annacis Island Fueling Station, FEI and the
- 12 Anchor Customers have discussed and agreed upon the 2025 Expansion to add a new second
- 13 compressor. The 2025 Expansion will enhance resiliency at the Annacis Island Fueling Station
- 14 by providing compressor redundancy which will improve reliability and will also improve service
- 15 quality by allowing for fueling of more than one vehicle concurrently and expediting fueling times.
- 16 In order to proceed with the 2025 Expansion, FEI and the seven Anchor Customers have entered
- 17 into the Amending Agreements to amend the Capital Rate based on the estimated capital cost of
- 18 the 2025 Expansion and the total volume at the Annacis Island Fueling Station, taking into
- 19 consideration the committed minimum annual volume from McRae's (pursuant to Amending
- 20 Agreement No. 3). The existing O&M Rate and OH&M Rate remain unchanged.
- 21 The following are the seven Amending Agreements with the Anchor Customers:
- Ancor Amending Agreement No. 3;
- ColdStar Amending Agreement No. 3;
- Encorp Amending Agreement No. 3;
- Martin-Brower Amending Agreement No. 4;
- UPS Amending Agreement No. 3;
- Western Pacific Amending Agreement No. 3; and
- McRae's Amending Agreement No. 4.
- 29 Copies of the Amending Agreements are provided in Appendix A.

<sup>&</sup>lt;sup>9</sup> Canada Minibins Ltd. (Minibins), effective November 30, 2023.

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# 1.3 APPROVALS SOUGHT

- FEI hereby seeks the following from the BCUC related to the 2025 Expansion and the Amending Agreements:
  - Granting of a CPCN, pursuant to sections 45 and 46 of the UCA, for the 2025 Expansion
    of the Annacis Island Fueling Station which involves FEI installing a new second
    compressor and associated facilities at an estimated capital expenditure amount of
    \$475,528 including AFUDC; and
  - Approval of the rates, pursuant to sections 59 to 61 and 89 of the UCA, established in the Amending Agreements with the Anchor Customers, based on the requirements in Section 12B of FEI's GT&Cs, which revises the Capital Rate to \$4.703 per GJ to account for the estimated capital expenditures of \$475,528 effective July 1, 2025, on an interim and refundable/recoverable basis, pending the final actual capital expenditures and an application by FEI for permanent rates.
- 14 A draft form of order sought is provided in Appendix F-2.
- 15 As set out in section 3(e) of the Amending Agreements, FEI will file an application for approval of
- permanent rates with the BCUC once the final capital costs of the 2025 Expansion are known and
- 17 accounted for. If the actual capital expenditures for the Project differ from the forecast capital
- 18 expenditures, FEI will enter into additional amending agreements with the Anchor Customers if
- 19 required. Any variance between interim and permanent rates will be refunded to or recovered
- 20 from the Anchor Customers following the approval of permanent rates.

# 21 1.4 Proposed Regulatory Process

- 22 FEI considers that a written review process with one round of information requests (IRs) is
- 23 appropriate in the circumstances. Given that the Annacis Island Fueling Station provides public
- 4 fueling service, FEI anticipates that it would be appropriate to post notice of the proposed rate
- 25 change for public fueling service at the station.
- 26 A draft procedural order is included as Appendix F-1.

**Table 1-1: Proposed Preliminary Regulatory Timetable** 

ACTION	DATE (2025)
FEI Posts Notice	Thursday, March 13
BCUC IR No. 1	Thursday, March 13
FEI Response to IR No. 1	Thursday, April 3
Letters of Comment Tuesday, Apr	
FEI Final Argument	Friday, April 11
Anticipated BCUC Decision by	Thursday, May 1

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APPLICATION FOR A CPCN AND AMENDING AGREEMENTS AT THE ANNACIS ISLAND FUELING STATION



## 1.5 ORGANIZATION OF THE APPLICATION

- 2 The Application provides detailed information in support of the Project. The remainder of the
- 3 Application is organized into the following sections:
  - Section 2 provides an overview of FEI, and its financial and technical capabilities to carry out the Project.
- **Section 3** describes the need and justification for the Project.
  - Section 4 provides a detailed description of the Project, including design, construction, resource planning and management, schedule, and basis of the cost estimate, as well as setting out a risk analysis and discussing potential Project impacts.
    - **Section 5** provides the Project cost estimate, the assumptions upon which the financial analysis is based, and the rate impacts.
      - **Section 6** discusses the alignment of the Project with BC's energy objectives and FEI's Long-Term Gas Resource Plan (LTGRP).
- **Section 7** concludes that the Project is in the public interest and should be approved.
- 15 Given that this CPCN Application is very limited in scope, certain sections in the BCUC's CPCN
- 16 Guidelines<sup>10</sup> are not relevant and are, therefore, not included in this Application. For example, a
- 17 discussion of environmental and archaeological impacts has not been included in the Application,
- as the 2025 Expansion will not require changes to the location or site area.

## 19 **2. APPLICANT**

# 20 **2.1 NAME, ADDRESS AND NATURE OF BUSINESS**

- 21 FEI is a company incorporated under the laws of the Province of British Columbia and is a wholly-
- 22 owned subsidiary of FortisBC Holdings Inc., which in turn is a wholly-owned subsidiary of Fortis
- 23 Inc., a Canadian-based utility holding company. FEI maintains an office and place of business at
- 24 16705 Fraser Highway, Surrey, British Columbia, V4N 0E8.
- 25 As the largest natural gas distribution utility in British Columbia, FEI provides sales and
- transportation services to residential, commercial, and industrial customers in more than 100
- 27 communities throughout British Columbia, with over 1 million customers served throughout British
- 28 Columbia. FEI's distribution network provides more than 95 percent of the natural gas energy
- 29 delivered to customers in British Columbia.
- 30 FEI is regulated by the BCUC and can finance the Project either directly or through its parent,
- 31 FortisBC Holdings Inc. FEI has credit ratings for senior unsecured debentures from Dominion

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<sup>&</sup>lt;sup>10</sup> Issued by Order G-20-15.

APPLICATION FOR A CPCN AND AMENDING AGREEMENTS AT THE ANNACIS ISLAND FUELING STATION



- 1 Bond Rating Service and Moody's Investors Service of A and A3, respectively. FortisBC Holdings
- 2 Inc. is a wholly owned subsidiary of Fortis Inc. Fortis Inc. shares are listed on the Toronto Stock
- 3 Exchange and the New York Stock Exchange.

# 4 2.2 TECHNICAL CAPACITY

- 5 FEI has designed and constructed a system of integrated high, intermediate, and low-pressure
- 6 pipelines and operates more than 51,600 kilometers of natural gas transmission and natural gas
- 7 distribution mains and service lines in British Columbia. FEI has completed other large natural
- 8 gas projects, including 18 CNG stations, and has the technical capacity to complete the Project.

# 9 2.3 COMPANY CONTACT

- 10 Sarah Walsh
- 11 Director, Regulatory Affairs
- 12 FortisBC Energy Inc.
- 13 16705 Fraser Highway
- 14 Surrey, B.C. V4N 0E8
- 15 Phone: (778) 578-3861 16 Fax: (604) 576-7074
- 17 Email: <u>gas.regulatory.affairs@fortisbc.com</u>

## 18 **2.4 LEGAL COUNSEL**

- 19 Chris Bystrom
- 20 Fasken Martineau DuMoulin LLP
- 21 2900 550 Burrard Street
- 22 Vancouver, B.C. V6C 0A3
- 23 Phone: (604) 631-4715 24 Fax: (604) 632-4715

# 25 3. PROJECT NEED AND JUSTIFICATION

- 26 The 2025 Expansion is needed to increase the capacity, reliability and quality of service for
- 27 customers of the Annacis Island Fueling Station.
- 28 The Annacis Island Fueling Station is a fast-fill station where trucks are filled as they arrive. The
- 29 existing station consists of one fast-fill dispenser with two hoses, a high-pressure storage
- 30 assembly, and one compressor. The Annacis Island Fueling Station is located close to a major
- 31 transportation hub along Highways 91 and 91A. These highways connect Richmond, New
- Westminster and Surrey and are a major route for port drayage and other commercial transport.
- 33 The Annacis Island Fueling Station has been operating at near full capacity performance levels
- during peak times, typically in the afternoons, consistently since 2022. The station currently

APPLICATION FOR A CPCN AND AMENDING AGREEMENTS AT THE ANNACIS ISLAND FUELING STATION



- 1 serves seven Anchor Customers and four third-party customers, with approximately 8,400 fueling
- 2 service events per year. In addition, the station also serves public fueling customers, and there is
- 3 an average of approximately 300 public fueling service events per year through RS 6P at the
- 4 station.

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- 5 FEI's service to Annacis Island Fueling Station customers relies on a single compressor. This
- 6 limits the capacity of the station to serve customers and means that only one vehicle can fill at
- 7 the station at a time, causing wait times during periods of peak demand, forcing salaried drivers
- 8 to gueue for long periods of time. Commercial customers with larger size trucks have expressed
- 9 their disappointment with the long queuing time and expect FEI to improve the fueling speed.
- 10 Service at the station can also be interrupted due to equipment failure or required maintenance
- 11 to the compressor. Given the number of customers relying on the station, an outage of the single
- 12 compressor would be a significant disruption of service to customers, as the closest alternative
- 13 CNG stations are in Burnaby and Surrey.
- 14 There is only one feasible alternative to address the needs of customers at the Annacis Island
- 15 Fueling Station, which is to add a second compressor to the station. Adding the second
- 16 compressor will improve the station's capacity, reliability and service quality by:
- allowing for fueling of more than one vehicle concurrently;
  - expediting fill-times resulting from the dynamics of two compressors running simultaneously; and
- providing backup for the current single compressor, allowing the station to continue operations even when the primary unit undergoes maintenance or repairs or experiences an unexpected outage.
- 23 All the Anchor Customers have entered into Amending Agreements to enable the 2025
- 24 Expansion, which is indicative of their agreement that the 2025 Expansion is needed.

## 4. PROJECT DESCRIPTION

- The 2025 Expansion involves installation and commissioning of a new, second compressor added
- to the existing Annacis Island Fueling Station, located at 675 Belgrave Way in Delta, BC.

## 4.1 THE SECOND COMPRESSOR

- 29 The compressor that FEI intends to purchase for the 2025 Expansion is a Clean Energy IMW50
- 30 200HP, with the following specifications:
- Model Number: IMW50-5500DA-200-4500-4AC
- CBA Config.: I-03

# APPLICATION FOR A CPCN AND AMENDING AGREEMENTS AT THE ANNACIS ISLAND FUELING STATION



- No. of Stages: 4
- Inlet 25 to 57.5 PSIG
- Flowrate: 244 to 471 SCFM
- Discharge Pressure: 4500 PSIG
- Electrical Specification: 200HP, 575 VAC 60HZ
- Hazardous Area Classification: C1D2 Prime Mover
- Type: Premium Sound Attenuated
- Cooling System: Air Cooled
- Design Temperature: -20°C To 45°C

# 10 4.2 STANDARDS, SPECIFICATIONS AND BASIS OF DESIGN

- 11 The Project will comply with all applicable codes and standards, including the following:
- CSA/ANSI NGV 4.8 Natural gas vehicle fueling station compressor packages
- CSA B108.1 Compressed natural gas refueling stations installation code
- CSA B51 Canadian Boiler Pressure Vessel and Piping Code Part 1 and Part 3
- American Society of Mechanical Engineers (ASME) Boiler and Pressure Vessel Code
- ASME B31.3 Process Piping
- CSA B149.1 Natural Gas and Propane Installation Code
- American Petroleum Institute (API) 520 Sizing, Selection and Installation of Pressure Relieving Devices in Refineries
- CSA C22.1 Canadian Electrical Code (CEC)
- British Columbia Building Code 2018
- 22 The existing compressor is located in a compound area which currently houses the electrical
- 23 kiosk, gas dryer, gas meter set, high pressure storage assembly and a CNG compressor package.
- 24 The compound is surrounded by a chain-link fence with locked man-gates, and crash protection
- 25 around the compressor compound is provided by jersey barriers. As the 2025 Expansion will not
- 26 require changes to the location or site area, no additional traffic study or geotechnical
- investigations are necessary.



- 1 For illustrative purposes, FEI has provided the following figures. Figure 4-1 shows the existing
- 2 compressor compound and Figure 4-2 shows where the second compressor would be situated in
- 3 the compound.

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Figure 4-2: Current Site with Proposed Second Compressor



# 4.3 INSTALLATION AND PROJECT SCHEDULE

- 9 Once a CPCN is granted, FEI anticipates it will take one to two months to receive, install and
- 10 commission the new compressor. Once the new compressor arrives, it will be sited beside the
- 11 existing compressor, on top of a pre-existing concrete pad that was completed during the initial
- 12 station construction. Based on the proposed regulatory review process, the anticipated timing for
- 13 receipt of the new compressor and the installation as well as the commissioning process, FEI
- estimates the earliest in-service date for the Project to be July 1, 2025.

### 4.4 PROJECT RESOURCES

- 16 In addition to the FEI Project team, FEI will utilize the following external service providers:
- IMW Industries Ltd. (IMW) manufacturing and commissioning of CNG compressor
- Jenmar Concepts Inc. (Jenmar) engineering design of the CNG station

APPLICATION FOR A CPCN AND AMENDING AGREEMENTS AT THE ANNACIS ISLAND FUELING STATION



- Five Start Utility services installation of new CNG compressor, including all the gas connections
- JJL Electrical Services electrical connections of the new CNG compressor, including
   prime-mover and control systems
  - Rivark Automation Ltd. compressor's PLC and HMI programming

# 6 4.4.1 Design and Quality Control

- 7 Jenmar, an external engineering consultant based in Langley, BC, will undertake the engineering
- 8 tasks and deliverables. FEI has previously used the services of Jenmar for CNG stations.

### 9 4.4.2 Construction Services

- 10 Civil, mechanical, and electrical construction services will be performed by certified service
- 11 contractors as assigned by FEI. The external engineering consultant will provide the civil,
- mechanical, and electrical scope of work to these contractors.

## **13 4.4.3 Materials**

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- 14 Approved materials will strictly be used for this Project, in accordance with the codes and
- 15 standards listed in Section 4.2 of the Application. The external engineering consultant will provide
- 16 approved Bills of Material<sup>11</sup> and FEI will supply all the materials for completion of the required
- work as approved by the engineering consultant.

## 18 4.5 REQUIRED PERMITS AND APPROVALS

- 19 As the Project is limited to adding a second compressor to the existing station, no changes are
- 20 proposed to the location, site area, and design. Therefore, no permit will be required.

## 21 **4.6 BASIS OF ESTIMATE**

- 22 The total estimated Project capital cost is \$475,528. This value was determined using quotes for
- the compressor at \$370,286. Leveraging previous construction of the initial station, the contractor
- construction costs, plus contingency, were also estimated to be approximately \$100,000. The
- 25 engineering costs were determined based on a proposal from a consultant that has significant
- 26 experience designing these types of facilities. The Project management costs were determined
- 27 based on the project management costs of previous similar projects.

A comprehensive list of parts, items, assemblies, subassemblies, intermediate assemblies, documents, drawings, and other materials required to create a product.

APPLICATION FOR A CPCN AND AMENDING AGREEMENTS AT THE ANNACIS ISLAND FUELING STATION



### 4.7 RISK ANALYSIS

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- 2 The primary risks to the Project cost are associated with equipment and contractor costs
- 3 increasing due to inflation or other unforeseen changes. FEI has obtained price quotes for major
- 4 equipment. The quote for the compressor package, which is the majority of the estimated total
- 5 Project cost, is a fixed price quote, while other quotes for materials and parts are not.
- 6 The primary schedule risk is associated with the lead time for the equipment delivery. Currently,
- 7 the expected lead time for the compressor package is one to two weeks; however, the lead time
- 8 is subject to change.
- 9 In order to account for these potential risks, FEI has determined that a 15 percent contingency is
- 10 reasonable for the Project to account for the volatility of inflation impacts in recent years which
- 11 has impacted cost certainty.

# 12 5. PROJECT COSTS, FINANCIAL ANALYSIS, ACCOUNTING 13 TREATMENT AND RATE IMPACT

- 14 This section provides a breakdown of the total estimated capital cost, summarizes the financial
- 15 analysis undertaken, details the accounting treatment of the capital costs, and sets out the
- 16 proposed fueling rates.

## 17 **5.1 SUMMARY OF CAPITAL COSTS**

# 18 5.1.1 Estimated Project Capital Costs

- 19 The total Project capital cost is estimated to be \$475,528, including AFUDC. FEI has also included
- 20 a contingency of 15 percent on the subtotal of estimated capital expenditures, excluding the CNG
- 21 compressor package. Since FEI received a firm quoted price from IMW for the compressor
- 22 package, FEI has only applied the contingency to mechanical, installation, commissioning, and
- 23 other costs.
- Table 5-1 below summarizes the total estimated capital cost for major installation components.



Table 5-1: Summary of the Estimated Project Capital Costs

Component	Cost (\$)
Compressor	
CNG Compressor Package	370,286
Mechanical, Installation, Commissioning	
Mechanical and Field Piping	31,000
Electrical Work	18,000
Equipment Shipping	7,000
Commissioning	15,000
Engineering, Project Management	17,317
Contingency (15%)	13,247
Estimated Project Capital Cost, excluding AFUDC	471,850
AFUDC	3,678
Total Estimated Project Capital Cost, including AFUDC	475,528

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- 3 The Project's cost estimate has an expected accuracy range between -15 percent and +20
- 4 percent, which is consistent with a Class 4 degree of accuracy as defined in the latest version of
- 5 the Association for the Advancement of Cost Engineering (AACE) International Recommended
- 6 Practices.

# 7 5.1.2 Capital Cost of the Existing Station

- 8 The existing Annacis Island Fueling Station was designed and constructed pursuant to the
- 9 requirements as set out in the GGRR, with recovery of at least 60 percent of the cost of service
- over an initial term of seven years. The total capital expenditures for the existing station are \$1.901
- 11 million, including AFUDC, which are comprised of FEI expenditures of \$1.158 million and the
- 12 Natural Resources Canada (NRCan) contribution of \$0.743 million. 12

# 5.2 RATE DESIGN FOR THE ANNACIS ISLAND FUELING STATION AFTER THE 2025 EXPANSION IS IN-SERVICE

- 15 This section provides a summary of the key inputs used to calculate the fueling service charges
- 16 for the Annacis Island Fueling Station once the Project is completed and in-service. Details of the
- 17 financial schedules as well as the rate calculation are provided in Confidential Appendix C
- 18 (Schedule 10 for the rate calculation).

NRCan funding contraction was treated as contributions in aid of construction (CIAC) under the BCUC Uniform System of Account for Gas Utilities.

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## 5.2.1 Terms and Conditions

- 2 Table 5-2 below sets out the key terms and conditions of the Original Agreements (as amended)
- 3 and the Amending Agreements.

### Table 5-2: Summary of Key Terms and Conditions

Term	Notes/Description	Section of Agreements
Ownership of the Fueling Equipment	The fueling station shall at all times remain the property of FEI.	Part II, Section A (B) of the FSAs
Minimum Quantity	Annual take-or-pay minimum for the Annacis Island Fueling Station is contracted as 20,000 GJ for Year 1, 20,500 GJ for Year 2, 30,250 GJ for Year 3, 32,500 GJ from Year 4 to 6, and 29,000 GJ for Year 7. See Table 5-3 for details.	Part I, Term and Minimum Annual Quantity of the FSAs and amending agreements to FSA
Expiry of Term	The Initial Term of seven years, commencing on July 1, 2023 and expiring on June 30, 2029.	Part I, Term of the FSAs

6 Table 5-3 below sets out the minimum take-or-pay volumes contracted by the Anchor Customers.

### Table 5-3: Summary of Minimum Annual Volumes (in GJ)

Period	Ancor	ColdStar	Encorp	Western Pacific	UPS	Martin- Brower	McRae's <sup>13</sup>	Total
YR 1	1,000	3,000	2,500	7,000	6,500	-	-	20,000
YR 2	1,000	3,000	2,500	7,000	6,500	500	-	20,500
YR 3	1,000	3,000	2,500	7,000	6,500	3,500	6,750	30,250
YR 4	1,000	3,000	2,500	7,000	6,500	3,500	9,000	32,500
YR 5	1,000	3,000	2,500	7,000	6,500	3,500	9,000	32,500
YR 6	1,000	3,000	2,500	7,000	6,500	3,500	9,000	32,500
YR 7	1,000	3,000	2,500	7,000	6,500	3,500	6,000	29,000

## Amending Agreements

- 10 FEI has entered into the Amending Agreements with each Anchor Customer, as noted in Section
- 1.1. The key elements of the Amending Agreements are:
  - 1. Acknowledgement of the 2025 Expansion to install a new second compressor on the current site of the Annacis Island Fueling Station;
  - 2. Revision of the Capital Rate to account for the estimated capital expenditures for the 2025 Expansion, based on the total of the minimum annual quantity commitments at the

FEI and McRae's entered into Amending Agreement No.3 approved by Order G-261-24 to extend the initial term, commit to a minimum annual volume, and eliminate the spot charge, effective October 1, 2024.

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- Annacis Island Fueling Station, effective as of July 1, 2025, the estimated In-Service Date for the 2025 Expansion;
  - 3. Revision to the Dispending Rate to account for the revised Capital Rate; and
    - 4. Agreement that FEI will amend the Dispensing Rate in the Amending Agreements by way of a further amending agreement to be executed by each Anchor Customer, if the actual capital costs differ from the estimate, when seeking approval of permanent rates.

# **5.2.2 Summary of Key Inputs**

# 5.2.2.1 Recovery of the Cost of Service

- 9 The existing Annacis Island Fueling Station was approved as a prescribed undertaking defined
- under the GGRR, with recovery of at least 60 percent of the cost of service over an initial term of
- 11 seven years. The 2025 Expansion, if approved, will take place after the expiration of the
- 12 prescribed undertaking in section 2(2) of the GGRR and is, therefore, governed by Section 12B
- of FEI's GT&Cs. Section 12B.4 of FEI's GT&Cs requires the cost of service to be based on the
- 14 actual capital investment in the fueling station.
- 15 Therefore, FEI has calculated the proposed rates in the Amending Agreements to recover, at a
- 16 minimum:

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- a) 60 percent of the capital-related cost of service items of the existing station (as approved by Order G-198-23 as part of FEI's filing for the permanent rates of the existing Annacis Island Fueling Station) until the end of the term of the Original Agreements (i.e., from 2025 to 2028) based on the Anchor Customer's minimum take-or-pay in the Original Agreements; and
- b) 100 percent of the present value (PV) of the cost of service of the 2025 Expansion over the term of the Amending Agreements in accordance with Section 12B14 of FEI's GT&Cs.
- 24 Table 5-4 below provides a summary of the key inputs from the Original Agreements and the
- 25 Amending Agreements for calculating the cost of service over the remaining term of the Annacis
- 26 Island Fueling Station.

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Section 12B.5 of the GT&Cs includes a provision where, at the end of the expiry of the initial term of an executed service agreement, if the customer does not wish to renew the service agreement, the customer can terminate the service agreement provided the customer agrees to pay any unrecovered capital costs (including the positive or negative salvage value) associated with the fueling station. Because the Annacis Island Fueling Station is a public station, the Anchor Customer Agreements (original and amended) do not include a requirement to pay the unrecovered capital cost of the fueling station.

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Table 5-4: Cost of Service – Key Inputs and Outputs

Input	Notes	Amount
Term	Initial Term remaining from the Original Agreements.	4 years remaining, out of 7-year initial term
Volume	<ul> <li>Annual take-or-pay commitment contracted among all Anchor Customers, as shown in Table 5-3 above.</li> </ul>	Contract Year 4 (2025): 32,500 GJ Contract Year 5 (2026): 32,500 GJ Contract Year 6 (2027): 32,500 GJ Contract Year 7 (2028): 29,000 GJ
Existing Station Capital Rate Recovery	<ul> <li>The forecast recovery from 2025 to 2028 under the Capital Rate of the existing station (i.e., cost of service of the existing station, excluding O&amp;M) as approved by Order G-198-23 and set out in Appendix D, Schedule 10, Line 27 of FEI's 2023 Permanent Rate Application, dated March 31, 2023 (included as Appendix E to this Application).</li> <li>Set to recover 60 percent of the cost of service, excluding O&amp;M of the existing station as a GGRR prescribed undertaking at the annual take-or-pay commitment from the Anchor Customers as discussed above.</li> </ul>	Approved capital-related forecast recoveries of the existing station:  2025: \$107,478 2026: \$109,628 2027: \$111,820 2028: \$111,630
2025 Expansion Capital	Estimated capital expenditure of the 2025     Expansion, including AFUDC as shown in Table 5-1 above.	2025 Expansion Capital: \$475,528
	The incremental O&M (i.e., regular and preventative maintenance, electricity costs, and ongoing training) for the new compressor is estimated to be approximately \$10,000 per year over the remaining term of the Original Agreements.	
Annual O&M	FEI is proposing no change to the existing O&M Rate for the Fueling Station as the incremental minimum take-or-pay volume of 9,000 GJ from McRae's (i.e., as the seventh Anchor Customer of the Station starting from September 2024) would be sufficient to cover over 100 percent of the incremental O&M costs of the new compressor. As such, the existing O&M Rate with the total minimum take-or-pay volume from all seven Anchor Customers would be sufficient to recover 60 percent of the O&M of the existing station and 100 percent of the incremental O&M due to the new compressor.	Estimated Incremental O&M due to the new compressor over the remaining term of the Original Agreement is approx. \$10,000
	The annual O&M Rate will continue to escalate annually by British Columbia Consumer Price Index (BC-CPI) inflation rates as published by BC Stats on a monthly basis.	

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Input	Notes	Amount
Lease Costs	<ul> <li>No additional lease costs result from the 2025 Expansion. As discussed in Section 4.2 above, the new compressor will be sited on the existing concrete pad that was installed as part of the existing Fueling Station.</li> <li>The lease costs, currently \$44,628 with a 6 percent escalation per year, are included as part of the existing station Capital Rate discussed above.</li> </ul>	2025: \$44,628 with 6% escalation per annum  (Already included as part of the capital-related forecast recoveries under the current Capital Rate from 2025 to 2028 as shown above)
Allowance for OH&M Costs	Applicable pursuant to Order G-78-13 and Compliance Filing pursuant to Order G-105-15.	\$0.520 per GJ

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- As shown in Table 5-4 above, the Capital Rate in the Amending Agreements includes the forecast
- 3 recovery of 60 percent of the cost of service of the existing Annacis Island Fueling Station until
- 4 2028 (as permitted under the GGRR) and 100 percent of the cost of service of the 2025 Expansion
- 5 (as required by Section 12B of FEI's GT&Cs).
- 6 The total forecast capital expenditure for the 2025 Expansion is \$475,528, including AFUDC, as
- 7 presented in Section 5.1 above. FEI expects the 2025 Expansion to be commissioned and ready
- 8 for service approximately one to two months after issuance of the CPCN, if granted.
- 9 Since Section 12B of FEI's GT&Cs requires the cost of service of the 2025 Expansion to be based
- on the actual capital expenditures, the Amending Agreements (Section A.3(a)) stipulate that the
- 11 station rates will be amended if the actual capital expenditure for the Project differs from the
- 12 estimated capital expenditure of \$475,528.

# 5.2.3 Proposed Annacis Island Fueling Station Interim Rates

- 14 Table 5-5 below provides the breakdown of the proposed interim total fueling service rates which
- incorporate both the recovery for the existing station (at 60 percent of the cost of service) and the
- 16 estimated costs of the 2025 Expansion (at 100 percent of the cost of service) as discussed in
- 17 Section 5.2.2 above.

Table 5-5: Annacis Island Fueling Station Proposed Fueling Service Rates

Output	Notes	Current Rates (January 2025)	Proposed Interim Rates (July 2025)
Capital Rate	Escalates at 2% per year beginning on the anniversary of the Rate Change Date.	\$4.484 per GJ	\$4.703 per GJ
O&M Rate	Escalates annually by BC-CPI beginning on the anniversary of the Rate Change Date.	\$2.775 per GJ	\$2.828 per GJ

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Output	Notes	Current Rates (January 2025)	Proposed Interim Rates (July 2025)
OH&M Rate	Not inflated by BC-CPI.	\$0.520 per GJ	\$0.520 per GJ
Total Fueling Service Rate	Sum of Capital, O&M and OH&M Rates	\$7.779 per GJ	\$8.051 per GJ

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- 2 Once the total final actual capital expenditure amount for the 2025 Expansion is known, FEI will
- 3 file for permanent rate approval for the Annacis Island Fueling Station with the BCUC.

# 4 5.3 FINANCIAL EVALUATION AND RATE IMPACT TO FEI'S CUSTOMERS

- 5 This section provides a financial evaluation of the 2025 Expansion, showing that the PV of the
- 6 incremental revenue requirement of the Annacis Island Fueling Station is a surplus of
- 7 approximately \$185 thousand (i.e., a benefit to FEI's other customers).
- 8 Table 5-6 below provides the financial evaluation of the Project, including:
  - the levelized delivery rate impact to FEI's other customers over a 20-year analysis period based on the total estimated capital costs of \$475,528 (as discussed in Section 5.1 above);
  - the forecast O&M expense; and
    - the service charge revenue recovery from the Project at the rates presented in Section 5.2.3 (with escalation) under the minimum take-or-pay contract demand assuming that the Anchor or other customers continue to consume 29,000 GJ of CNG throughout the analysis period (2025 – 2044).
  - FEI selected an analysis period of 20 years based on the expected service life of the fueling station (equivalent to the approved depreciation rates of 5 percent).<sup>15</sup>

Table 5-6: Financial Analysis of the Project

Line	Particular Particular	Total	Reference
1	Total Project Capital Costs (\$millions)	0.476	Schedule 6, Line 28
2	Incremental Rate Base in 2025 (\$millions)	0.467	Schedule 5, Line 18
3	Incremental Revenue Requirement in 2025 (\$millions)	0.023	Schedule 1, Line 10
4	PV of Incremental Revenue Requirement 20 years (\$ millions)	(0.185)	Schedule 10, Line 6 + 63 - 72
5	Delivery Rate Impact in 2025, compared to 2024 Approved (%)	-0.003%	Schedule 10, Line 4 + 61 + 70 / 2024 Delivery Margin at 2024 Rates
6	Levelized Delivery Rate Impact 20 Years (%)	-0.001%	Line 4 / 2024 Delivery Margin at 2024 Rates

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<sup>&</sup>lt;sup>15</sup> FEI 2017 Depreciation Study approved as part of the BCUC's Decision and Order G-165-20 regarding the 2020-2024 Multi-year Rate Plan (MRP) Application.

APPLICATION FOR A CPCN AND AMENDING AGREEMENTS AT THE ANNACIS ISLAND FUELING STATION



1 The financial evaluation of the 2025 Expansion includes the following key inputs and assumptions:

- Capital Costs: Capital cost estimate of \$475,528 in as-spent dollars as summarized in Table 5-4 of the Application with construction expected to complete in 2025. The capital cost is provided in Confidential Appendix C, Schedule 6.
- **O&M Expense:** Based on current O&M Rate (adjusted for CPI) at the forecast minimum take-of-pay volume from the Anchor Customers.
- **Inflation:** Two percent annually from 2026 onwards applied to the approved O&M Rate. FEI used the midpoint of the inflation-control target range of 1 to 3 percent, set by the Bank of Canada for long-term inflation forecasts for 2026 and beyond.
- Revenue (Term from Years 4 to 7): Calculated based on the fueling station rates (capital, O&M, and OH&M rates) as listed in Table 5-5 of the Application at the minimum contract demand per year during the remaining 4 years of the 7-year Initial Term, as summarized in Table 5-4 of the Application. The Capital Rate will escalate annually at 2 percent while the O&M Rate will escalate annually at BC-CPI. For the purpose of this financial analysis, FEI assumed annual BC-CPI at 2 percent inflation as discussed above. The OH&M Rate will remain constant at \$0.52 per GJ as directed by the BCUC in Order G-198-23.
- Revenue (Years 8 to 20): As noted in Table 5-4, the fueling station rates (capital and O&M) were calculated based on the PV of cost of service over a 20-year expected life of the asset with annual escalation of 2 percent. FEI assumed the capital and O&M rates will continue to escalate at 2 percent from Year 8 to Year 20, with the minimum volume assumed to remain at the level of Year 7, which is 29,000 GJ per year, with no changes throughout the analysis period.
- Based on the above assumptions, the PV of the incremental revenue requirement of the fueling station is a surplus of approximately \$185 thousand (i.e., a benefit to FEI's other customers), as set out on Line 4 of the table above, with a levelized rate impact of -0.001 percent over the analysis period. The small beneficial rate impact of -0.001 percent is due to the accumulation of revenue associated with the allowance for FEI's OH&M costs (i.e., \$0.52 per GJ) included in the station fueling rate.

# **5.3.1 Accounting Treatment of Costs and Revenues**

- Consistent with FEI's existing fueling stations, the treatment of any surplus or deficiency in FEI's revenue requirement resulting from the operation of the Project in any given year will be as follows:
  - 1. As part of FEI's revenue requirements process (e.g., Annual Review), FEI forecasts the cost of service impact of the fueling station (i.e., depreciation, O&M, income tax, earned return, etc.) as well as the revenues (i.e., capital, O&M, OH&M, and Short-Term fueling charge) that would be recovered from the fueling customers (including both Anchor Customers and any other third-party customers) based on their minimum take-or-pay

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contract demand only. FEI records this revenue as "Other Revenue" as part of the revenue requirement. In any given year, the difference between the cost of service impact of the fueling stations and the station-related revenues forecast under "Other Revenue", which can be either in a credit (surplus) or debit (deficiency) position, will be embedded in the delivery rates that are set for all of FEI's non-bypass customers. For example, the forecast surplus or deficiency for the Project in 2026 will be included in the delivery rates of non-bypass customers in 2026 (the station rates are designed to recover the cost of service of the station over the expected life of the assets, thus a surplus or deficiency in each individual year during the term is likely to occur).

2. The variance between the actual and forecast surplus or deficiency of the fueling station based on the minimum take-or-pay contract volumes as described in point 1 above will be captured in the non-rate base Flow-through deferral account.<sup>16</sup> The balance of the Flow-through deferral account will be returned to FEI's non-bypass customers through amortization in the subsequent years. For example, the variance between the 2026 actual and forecast (either a surplus or deficiency) from the fueling customers with volume commitments at a fueling station will be recorded in the Flow-through deferral account and returned to or recovered from non-bypass customers in 2028 delivery rates.<sup>17</sup>

For the volumes at FEI's fueling stations in excess of the minimum take-or-pay contract volumes (i.e., volumes sold at the fueling station that are not recognized in points 1 and 2 above), the capital and O&M revenues<sup>18</sup> recovered will be captured in the rate base CNG and LNG Recoveries deferral account (approved by Order G-128-11) and returned to all non-bypass customers by amortizing the balance in delivery rates over a one-year period. For example, the actual capital and O&M revenues in 2026 from volumes in excess of the minimum take-or-pay contract volumes will be recognized when setting 2028 delivery rates.

# 6. BC ENERGY OBJECTIVES AND LONG-TERM GAS RESOURCE PLAN

Further to the requirements of section 46(3.1) of the UCA, this section considers the applicable of British Columbia's energy objectives and FEI's most recent LTGRP.

The Project will enable FEI to increase its capacity to provide CNG to transportation customers at the Annacis Island Fueling Station, replacing the reliance on diesel which is a higher GHG-

In the FortisBC Application for a Rate Setting Framework for 2025-2027, FEI proposed to continue to use the existing Flow-through deferral account that was approved for the 2020-2024 MRP term. During the 2014 to 2019 Performance Based Rate-making (PBR) Plan term, FEI similarly utilized the Flow-through deferral account. The proposed treatment for CNG and LNG recoveries under Other Revenue in the Rate Setting Framework is consistent with the treatment during the MRP and PBR Plan terms.

<sup>&</sup>lt;sup>17</sup> There is a two-year lag as the actual 2026 results will not be known until FEI is preparing the 2028 revenue requirement application.

Only the capital and O&M revenues for volumes in excess of the minimum take-or-pay contract are captured by the rate base CNG and LNG Recoveries deferral account. OH&M revenues and Short Term fueling charges are not included. Variances in OH&M and Short Term Fueling Charges are captured in the Flow-through deferral account.

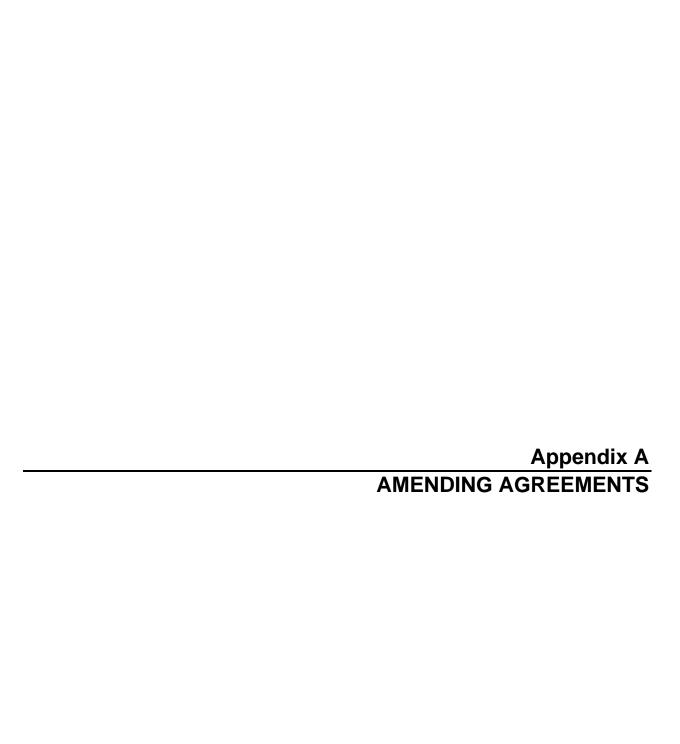
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- 1 emitting fuel. The Project is, therefore, consistent with BC's energy objectives to reduce GHG
- 2 emissions and encourage the switching from one kind of energy source or use to another that
- 3 decreases GHG emissions in BC.
- 4 The Project is consistent with FEI's most recently accepted LTGRP, filed on May 9, 2022, which
- 5 discussed the continued investment in low-carbon transportation infrastructure, which includes
- 6 CNG stations such as the Annacis Island Fueling Station.

# 7 7. CONCLUSION

- 8 FEI respectfully requests that the BCUC find that the 2025 Expansion of the Annacis Island
- 9 Fueling Station is in the public interest and grant a CPCN for the Project at the estimated capital
- 10 cost of \$475,528, including AFUDC.
- 11 FEI also respectfully requests that the BCUC approve the rates for service established in the
- 12 Amending Agreements with Anchor Customers, based on the requirements in Section 12B of
- 13 FEI's GT&Cs, on an interim and refundable/recoverable basis, effective July 1, 2025, pending an
- 14 application by FEI for permanent rates once actual final capital expenditures are known.



#### AMENDING AGREEMENT No. 3 TO FUELING SERVICES AGREEMENT

THIS AMENDING AGREEMENT No. 3 is made as at October 15, 2024 ("Effective Date").

BETWEEN:

ANCOR TRANSPORT LTD., 12582 82 Ave, Surrey, BC V3W 3E9

(the "Customer")

AND:

FORTISBC ENERGY INC., 16705 Fraser Highway, Surrey, BC V4N 0E8

("FEI")

#### WHEREAS:

- A. The Customer and FEI entered into a Fueling Services Agreement (Annacis Island Site) effective October 4, 2021, and as amended by the Parties in writing by the way of Amending Agreement No. 1 effective November 26, 2021, and Amending Agreement No. 2 effective March 20, 2023 (together the "Fueling Agreement").
- B. FEI will undertake an upgrade to the Fueling Location (Annacis Island Site) by installing a new, second compressor to ensure equipment redundancy to improve reliability and quality of service, once operational (the "Upgrade").
- C. The parties wish to further amend the Fueling Agreement to reflect the effect of the Upgrade to the Fueling Equipment on the terms and conditions set out in this Amending Agreement, specifically an increase to the Capital Rate.

**NOW THEREFORE IN CONSIDERATION** of the promises and mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties hereto covenant and agree with each other as follows:

- 1. Unless otherwise defined herein, capitalized words and expressions shall have the same meanings as are assigned to them in the Fueling Agreement.
- 2. The Customer and FEI, by signing this Amending Agreement No. 3, accept and agree to be bound by the terms and conditions herein contained. This Amending Agreement No. 3 will not come into effect and does not bind the parties until FEI has obtained the necessary approvals for this Agreement from all regulatory or other applicable governmental authorities having jurisdiction, including the British Columbia Utilities Commission ("BCUC"), on terms and conditions which are satisfactory to FEI.
- 3. The following amendments are made to the Fueling Agreement, effective as of the "In-Service Date", as follows:
  - (a) "In-Service Date" means the first day of the month following the date the second compressor is installed and operational, in FEI's sole discretion. FEI will provide the Customer with written notice of the In-Service Date.
  - (b) Delete Part II, section A (B) and replace it with the following:
    - "B. FEI owns and operates fueling equipment at the Fueling Location from which it sells and distributes fuel (the "Fueling Equipment").
  - (c) The Capital Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$4.484 per GJ to \$4.703 per GJ;

- (d) The Total Dispensing Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$7.779 per GJ to \$8.051 per GJ; and
- (e) The Customer agrees and acknowledges that the Dispensing Rate is an interim rate as approved by the BCUC. FEI will amend the Dispensing Rate as set out in this agreement following BCUC approval of the permanent Dispensing Rate by way of an amending agreement to be executed by the Customer. Failure of the Customer to execute the amending agreement will be deemed to be a default of this Fueling Services Agreement and be subject to section 6 of the Fueling Agreement. The Customer acknowledges that FEI will be required to recover from or return to the Customer any difference between the permanent Dispensing Rate and the interim Dispensing Rate to the date the permanent Dispensing rate becomes effective.
- 4. The Fueling Agreement, as amended herein, will remain in full force and effect and, together with this Amending Agreement No. 3, will be read and interpreted as one agreement.
- 5. This Amending Agreement No. 3 may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to constitute one and the same agreement. A party may deliver an executed copy of this Amending Agreement in electronic form and will immediately deliver to the other party an originally executed copy of this Amending Agreement.

**IN WITNESS WHEREOF** the parties have executed this Amending Agreement as of the Effective Date.

ANCOR TRANSPORT LTD.,

by its authorized signatory:

**FORTISBC ENERGY INC.,** 

by its authorized signatory:

Balpreet Nijjar Signature

Name: Balpreet Nijjar

Title: Operations Manager

Name: **Phil Horacek** 

Signature

Title: Director, Low Carbon Transportation

### AMENDING AGREEMENT No. 3 TO FUELING SERVICES AGREEMENT

THIS AMENDING AGREEMENT No. 3 is made as at October 15, 2024 ("Effective Date").

BETWEEN:

COLDSTAR SOLUTIONS INC., 101-937 Dunford Avenue, Victoria, BC V9B 2S4

(the "Customer")

AND:

FORTISBC ENERGY INC., 16705 Fraser Highway, Surrey, BC V4N 0E8

("FEI")

#### WHEREAS:

- A. The Customer and FEI entered into a Fueling Services Agreement (Annacis Island Site) effective September 28, 2021, and as amended by the Parties in writing by the way of Amending Agreement No. 1 effective November 26, 2021, and Amending Agreement No. 2 effective March 20, 2023 (together the "Fueling Agreement").
- B. FEI will undertake an upgrade to the Fueling Location (Annacis Island Site) by installing a new, second compressor to ensure equipment redundancy to improve reliability and quality of service, once operational (the "Upgrade").
- C. The parties wish to further amend the Fueling Agreement to reflect the effect of the Upgrade to the Fueling Equipment on the terms and conditions set out in this Amending Agreement, specifically an increase to the Capital Rate.

**NOW THEREFORE IN CONSIDERATION** of the promises and mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties hereto covenant and agree with each other as follows:

- 1. Unless otherwise defined herein, capitalized words and expressions shall have the same meanings as are assigned to them in the Fueling Agreement.
- The Customer and FEI, by signing this Amending Agreement No. 3, accept and agree to be bound by the terms and conditions herein contained. This Amending Agreement No. 3 will not come into effect and does not bind the parties until FEI has obtained the necessary approvals for this Agreement from all regulatory or other applicable governmental authorities having jurisdiction, including the British Columbia Utilities Commission ("BCUC"), on terms and conditions which are satisfactory to FEI.
- 3. The following amendments are made to the Fueling Agreement, effective as of the "In-Service Date", as follows:
  - (a) "In-Service Date" means the first day of the month following the date the second compressor is installed and operational, in FEI's sole discretion. FEI will provide the Customer with written notice of the In-Service Date.
  - (b) Delete Part II, section A (B) and replace it with the following:
    - "B. FEI owns and operates fueling equipment at the Fueling Location from which it sells and distributes fuel (the "Fueling Equipment").

- (c) The Capital Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$4.484 per GJ to \$4.703 per GJ;
- (d) The Total Dispensing Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$7.779 per GJ to \$8.051 per GJ; and
- (e) The Customer agrees and acknowledges that the Dispensing Rate is an interim rate as approved by the BCUC. FEI will amend the Dispensing Rate as set out in this agreement following BCUC approval of the permanent Dispensing Rate by way of an amending agreement to be executed by the Customer. Failure of the Customer to execute the amending agreement will be deemed to be a default of this Fueling Services Agreement and be subject to section 6 of the Fueling Agreement. The Customer acknowledges that FEI will be required to recover from or return to the Customer any difference between the permanent Dispensing Rate and the interim Dispensing Rate to the date the permanent Dispensing rate becomes effective.
- 4. The Fueling Agreement, as amended herein, will remain in full force and effect and, together with this Amending Agreement No. 3, will be read and interpreted as one agreement.
- 5. This Amending Agreement No. 3 may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to constitute one and the same agreement. A party may deliver an executed copy of this Amending Agreement in electronic form and will immediately deliver to the other party an originally executed copy of this Amending Agreement.

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the Effective Date.

**COLDSTAR SOLUTIONS INC.,** 

by its authorized signatory:

FORTISBC ENERGY INC.,

by its authorized signatory:

Signature Name: K. HANUS.

Signature

Name: Phil Horacek

Title: Director, Low Carbon Transportation

### **AMENDING AGREEMENT No. 3 TO FUELING SERVICES AGREEMENT**

THIS AMENDING AGREEMENT No. 3 is made as at October 15, 2024 ("Effective Date").

BETWEEN:

ENCORP PACIFIC (CANADA), 100-4259 Canada Way, Burnaby, BC V5G 4Y2

(the "Customer")

AND:

FORTISBC ENERGY INC., 16705 Fraser Highway, Surrey, BC V4N 0E8

("FEI")

### WHEREAS:

- A. The Customer and FEI entered into a Fueling Services Agreement (Annacis Island Site) effective September 9, 2021, and as amended by the Parties in writing by the way of Amending Agreement No. 1 effective November 26, 2021, and Amending Agreement No. 2 effective March 20, 2023 (together the "Fueling Agreement").
- B. FEI will undertake an upgrade to the Fueling Location (Annacis Island Site) by installing a new, second compressor to ensure equipment redundancy to improve reliability and quality of service, once operational (the "Upgrade").
- C. The parties wish to further amend the Fueling Agreement to reflect the effect of the Upgrade to the Fueling Equipment on the terms and conditions set out in this Amending Agreement, specifically an increase to the Capital Rate.

**NOW THEREFORE IN CONSIDERATION** of the promises and mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties hereto covenant and agree with each other as follows:

- 1. Unless otherwise defined herein, capitalized words and expressions shall have the same meanings as are assigned to them in the Fueling Agreement.
- 2. The Customer and FEI, by signing this Amending Agreement No. 3, accept and agree to be bound by the terms and conditions herein contained. This Amending Agreement No. 3 will not come into effect and does not bind the parties until FEI has obtained the necessary approvals for this Agreement from all regulatory or other applicable governmental authorities having jurisdiction, including the British Columbia Utilities Commission ("BCUC"), on terms and conditions which are satisfactory to FEI.
- 3. The following amendments are made to the Fueling Agreement, effective as of the "In-Service Date", as follows:
  - (a) "In-Service Date" means the first day of the month following the date the second compressor is installed and operational, in FEI's sole discretion. FEI will provide the Customer with written notice of the In-Service Date.
  - (b) Delete Part II, section A (B) and replace it with the following:
    - "B. FEI owns and operates fueling equipment at the Fueling Location from which it sells and distributes fuel (the "Fueling Equipment").
  - (c) The Capital Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$4.484 per GJ to \$4.703 per GJ;

- (d) The Total Dispensing Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$7.779 per GJ to \$8.051 per GJ; and
- (e) The Customer agrees and acknowledges that the Dispensing Rate is an interim rate as approved by the BCUC. FEI will amend the Dispensing Rate as set out in this agreement following BCUC approval of the permanent Dispensing Rate by way of an amending agreement to be executed by the Customer. Failure of the Customer to execute the amending agreement will be deemed to be a default of this Fueling Services Agreement and be subject to section 6 of the Fueling Agreement. The Customer acknowledges that FEI will be required to recover from or return to the Customer any difference between the permanent Dispensing Rate and the interim Dispensing Rate to the date the permanent Dispensing rate becomes effective.
- 4. The Fueling Agreement, as amended herein, will remain in full force and effect and, together with this Amending Agreement No. 3, will be read and interpreted as one agreement.
- 5. This Amending Agreement No. 3 may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to constitute one and the same agreement. A party may deliver an executed copy of this Amending Agreement in electronic form and will immediately deliver to the other party an originally executed copy of this Amending Agreement.

**IN WITNESS WHEREOF** the parties have executed this Amending Agreement as of the Effective Date.

**ENCORP PACIFIC (CANADA),** 

—Docusigned by:
Chris Campbell
—ADREEDAEA70E419

by its authorized signatory:

FORTISBC ENERGY INC.,

by its authorized signatory:

Signature

Name: Chris Campbell

Title: Vice President, Operations

Signature

Name: Phil Horacek

Title: Director, Low Carbon Transportation

### AMENDING AGREEMENT No. 4 TO FUELING SERVICES AGREEMENT

THIS AMENDING AGREEMENT No. 4 is made as at October 15, 2024 ("Effective Date").

BETWEEN:

MARTIN-BROWER OF CANADA CO., 6985 Financial Drive, Mississauga, ON L5N 0G3

(the "Customer")

AND:

FORTISBC ENERGY INC., 16705 Fraser Highway, Surrey, BC V4N 0E8

("FEI")

### WHEREAS:

- A. The Customer and FEI entered into a Fueling Services Agreement (Annacis Island Site) effective October 1, 2021, and as amended by the Parties in writing by the way of Amending Agreement No. 1 effective November 26, 2021, Amending Agreement No. 2 effective June 23, 2022, and Amending Agreement No. 3 effective March 20, 2023, (together the "Fueling Agreement").
- B. FEI will undertake an upgrade to the Fueling Location (Annacis Island Site) by installing a new, second compressor to ensure equipment redundancy to improve reliability and quality of service, once operational (the "Upgrade").
- C. The parties wish to further amend the Fueling Agreement to reflect the effect of the Upgrade to the Fueling Equipment on the terms and conditions set out in this Amending Agreement, specifically an increase to the Capital Rate.

**NOW THEREFORE IN CONSIDERATION** of the promises and mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties hereto covenant and agree with each other as follows:

- 1. Unless otherwise defined herein, capitalized words and expressions shall have the same meanings as are assigned to them in the Fueling Agreement.
- 2. The Customer and FEI, by signing this Amending Agreement No. 4, accept and agree to be bound by the terms and conditions herein contained. This Amending Agreement No. 4 will not come into effect and does not bind the parties until FEI has obtained the necessary approvals for this Agreement from all regulatory or other applicable governmental authorities having jurisdiction, including the British Columbia Utilities Commission ("BCUC"), on terms and conditions which are satisfactory to FEI.
- 3. The following amendments are made to the Fueling Agreement, effective as of the "In-Service Date", as follows:
  - (a) "In-Service Date" means the first day of the month following the date the second compressor is installed and operational, in FEI's sole discretion. FEI will provide the Customer with written notice of the In-Service Date.
  - (b) Delete Part II, section A (B) and replace it with the following:
    - "B. FEI owns and operates fueling equipment at the Fueling Location from which it sells and distributes fuel (the "Fueling Equipment").
  - (c) The Capital Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$4.484 per GJ to \$4.703 per GJ;

- (d) The Total Dispensing Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$7.779 per GJ to \$8.051 per GJ; and
- (e) The Customer agrees and acknowledges that the Dispensing Rate is an interim rate as approved by the BCUC. FEI will amend the Dispensing Rate as set out in this agreement following BCUC approval of the permanent Dispensing Rate by way of an amending agreement to be executed by the Customer. Failure of the Customer to execute the amending agreement will be deemed to be a default of this Fueling Services Agreement and be subject to section 6 of the Fueling Agreement. The Customer acknowledges that FEI will be required to recover from or return to the Customer any difference between the permanent Dispensing Rate and the interim Dispensing Rate to the date the permanent Dispensing rate becomes effective.
- 4. The Fueling Agreement, as amended herein, will remain in full force and effect and, together with this Amending Agreement No. 4, will be read and interpreted as one agreement.
- 5. This Amending Agreement No. 4 may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to constitute one and the same agreement. A party may deliver an executed copy of this Amending Agreement in electronic form and will immediately deliver to the other party an originally executed copy of this Amending Agreement.

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the Effective Date.

MARTIN-BROWER OF CANADA CO.,

by its authorized signatory:

FORTISBC ENERGY INC.,

by its authorized signatory:

Signature

Name: Julie Dell'Aniello

Title: President

Sigńature

Name: Phil Horacek

Title: Director, Low Carbon Transportation

#### AMENDING AGREEMENT No. 3 TO FUELING SERVICES AGREEMENT

THIS AMENDING AGREEMENT No. 3 is made as at October 15, 2024 ("Effective Date").

BETWEEN:

UNITED PARCEL SERVICES CANADA LTD., 1900 Steeles Avenue West, Concord, ON L4K 3S2 (the "Customer")

AND:

FORTISBC ENERGY INC., 16705 Fraser Highway, Surrey, BC V4N 0E8

("FEI")

#### WHEREAS:

- A. The Customer and FEI entered into a Fueling Services Agreement (Annacis Island Site) effective September 9, 2021, and as amended by the Parties in writing by the way of Amending Agreement No. 1 effective November 26, 2021, and Amending Agreement No. 2 effective March 20, 2023 (together the "Fueling Agreement").
- B. FEI will undertake an upgrade to the Fueling Location (Annacis Island Site) by installing a new, second compressor to ensure equipment redundancy to improve reliability and quality of service, once operational (the "Upgrade").
- C. The parties wish to further amend the Fueling Agreement to reflect the effect of the Upgrade to the Fueling Equipment on the terms and conditions set out in this Amending Agreement, specifically an increase to the Capital Rate.

**NOW THEREFORE IN CONSIDERATION** of the promises and mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties hereto covenant and agree with each other as follows:

- 1. Unless otherwise defined herein, capitalized words and expressions shall have the same meanings as are assigned to them in the Fueling Agreement.
- 2. The Customer and FEI, by signing this Amending Agreement No. 3, accept and agree to be bound by the terms and conditions herein contained. This Amending Agreement No. 3 will not come into effect and does not bind the parties until FEI has obtained the necessary approvals for this Agreement from all regulatory or other applicable governmental authorities having jurisdiction, including the British Columbia Utilities Commission ("BCUC"), on terms and conditions which are satisfactory to FEI.
- 3. The following amendments are made to the Fueling Agreement, effective as of the "In-Service Date", as follows:
  - (a) "In-Service Date" means the first day of the month following the date the second compressor is installed and operational, in FEI's sole discretion. FEI will provide the Customer with written notice of the In-Service Date.
  - (b) Delete Part II, section A (B) and replace it with the following:
    - "B. FEI owns and operates fueling equipment at the Fueling Location from which it sells and distributes fuel (the "Fueling Equipment").
  - (c) The Capital Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$4.484 per GJ to \$4.703 per GJ;

- (d) The Total Dispensing Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$7.779 per GJ to \$8.051 per GJ; and
- (e) The Customer agrees and acknowledges that the Dispensing Rate is an interim rate as approved by the BCUC. FEI will amend the Dispensing Rate as set out in this agreement following BCUC approval of the permanent Dispensing Rate by way of an amending agreement to be executed by the Customer. Failure of the Customer to execute the amending agreement will be deemed to be a default of this Fueling Services Agreement and be subject to section 6 of the Fueling Agreement. The Customer acknowledges that FEI will be required to recover from or return to the Customer any difference between the permanent Dispensing Rate and the interim Dispensing Rate to the date the permanent Dispensing rate becomes effective.
- 4. The Fueling Agreement, as amended herein, will remain in full force and effect and, together with this Amending Agreement No. 3, will be read and interpreted as one agreement.
- 5. This Amending Agreement No. 3 may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to constitute one and the same agreement. A party may deliver an executed copy of this Amending Agreement in electronic form and will immediately deliver to the other party an originally executed copy of this Amending Agreement.

**IN WITNESS WHEREOF** the parties have executed this Amending Agreement as of the Effective Date.

UNITED PARCEL SERVICES CANADA LTD.,

by its authorized signatory:

**FORTISBC ENERGY INC.,** 

by its authorized signatory:

Signature

Name: David Dressler

Title: VP Procurement

Signature

Name: Phil Horacek

Title: Director, Low Carbon Transportation

# AMENDING AGREEMENT No. 3 TO FUELING SERVICES AGREEMENT

THIS AMENDING AGREEMENT No. 3 is made as at October 15, 2024 ("Effective Date").

BETWEEN:

WESTERN PACIFIC TRANSFORT LTD., 1364 Cliveden Avenue, Delta, BC V3M 3M1

(the "Customer")

AND:

FORTISBC ENERGY INC., 15705 Fraser Highway, Surrey, BC V4N 0E8

("FEI")

# WHEREAS:

- A. The Customer and FEI entered into a Fueling Services Agreement (Annacis Island Site) effective September 9, 2021, and as amended by the Parties in writing by the way of Amending Agreement No. 1 effective November 26, 2021, and Amending Agreement No. 2 effective March 20, 2023 (together the "Fueling Agreement").
- B. FEI will undertake an upgrade to the Fueling Location (Annacis Island Site) by installing a new, second compressor to ensure equipment redundancy to improve reliability and quality of service, once operational (the "Upgrade").
- C. The parties wish to further amend the Fueling Agreement to reflect the effect of the Upgrade to the Fueling Equipment on the terms and conditions set out in this Amending Agreement, specifically an increase to the Capital Rate.

**NOW THEREFORE IN CONSIDERATION** of the promises and mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties hereto covenant and agree with each other as follows:

- 1. Unless otherwise defined herein, capitalized words and expressions shall have the same meanings as are assigned to them in the Fueling Agreement.
- 2. The Customer and FEI, by signing this Amending Agreement No. 3, accept and agree to be bound by the terms and conditions herein contained. This Amending Agreement No. 3 will not come into effect and does not bind the parties until FEI has obtained the necessary approvals for this Agreement from all regulatory or other applicable governmental authorities having jurisdiction, including the British Columbia Utilities Commission ("BCUC"), on terms and conditions which are satisfactory to FEI.
- The following amendments are made to the Fueling Agreement, effective as of the "In-Service Date", as follows:
  - (a) "In-Service Date" means the first day of the month following the date the second compressor is installed and operational, in FEI's sole discretion. FEI will provide the Customer with written rotice of the In-Service Date.
  - (b) Delete Part II, section A [3] and replace it with the following:
    - "B. FEI owns and operates fueling equipment at the Fueling Location from which it sells and distributes fuel (the "Fueling Equipment").
  - (c) The Capital Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$4.484 p≡r GJ to \$4.703 per GJ;

- (d) The Total Dispensing Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$7.779 per GJ to \$8.051 per GJ; and
- (e) The Customer agrees and acknowledges that the Dispensing Rate is an interim rate as approved by the BCUC. FEI will amend the Dispensing Rate as set out in this agreement following BCUC approval of the permanent Dispensing Rate by way of an amending agreement to be exec ted by the Customer. Failure of the Customer to execute the amending agreement v II be deemed to be a default of this Fueling Services Agreement and be subject to section 6 of the Fueling Agreement. The Customer acknowledges that FEI will be required to 'ecover from or return to the Customer any difference between the permanent Dispensing Rate and the interim Dispensing Rate to the date the permanent Dispensing rate becomes effective.
- The Fueling Agreement, as am≡nded herein, will remain in full force and effect and, together 4. with this Amending Agreement IJo. 3, will be read and interpreted as one agreement.
- This Amending Agreement No. 3 may be executed and delivered in any number of counterparts 5. with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to constitute one and the same agreement. A party may deliver an executed cory of this Amending Agreement in electronic form and will immediately deliver to the other party an originally executed copy of this Amending Agreement.

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the Effective Date.

WESTERN PACIFIC TRANSPORT LTD.,

by its authorized signatory:

Signature

Name: Title:

FORTISBC ENERGY INC.,

by its authorized signatory:

Signature

Name: Phil Horacek

Title: Director, Low Carbon Transportation

# AMENDING AGREEMENT No. 4 TO FUELING SERVICES AGREEMENT

THIS AMENDING AGREEMENT No. 4 is made as at October 15, 2024 ("Effective Date").

BETWEEN:

MCRAE'S ENVIRONMENTAL SERVICES LTD., 23591 Dyke Road, Richmond, BC V6V 1E3 (the "Customer")

AND:

FORTISBC ENERGY INC., 16705 Fraser Highway, Surrey, BC V4N 0E8

("FEI")

# WHEREAS:

- A. The Customer and FEI entered into a Fueling Services Agreement (Annacis Island Site) effective February 16, 2022, and as amended by the Parties in writing by the way of Amending Agreement No. 1 effective September 1, 2023, Amending Agreement No. 2 effective November 28, 2023 and Amending Agreement No. 3 effective October 1, 2024 (together the "Fueling Agreement").
- B. FEI will undertake an upgrade to the Fueling Location (Annacis Island Site) by installing a new, second compressor to ensure equipment redundancy to improve reliability and quality of service, once operational (the "Upgrade").
- C. The parties wish to further amend the Fueling Agreement to reflect the effect of the Upgrade to the Fueling Equipment on the terms and conditions set out in this Amending Agreement, specifically an increase to the Capital Rate.

**NOW THEREFORE IN CONSIDERATION** of the promises and mutual covenants and agreements hereinafter contained and other good and valuable consideration, the parties hereto covenant and agree with each other as follows:

- 1. Unless otherwise defined herein, capitalized words and expressions shall have the same meanings as are assigned to them in the Fueling Agreement.
- The Customer and FEI, by signing this Amending Agreement No. 4, accept and agree to be bound by the terms and conditions herein contained. This Amending Agreement No. 4 will not come into effect and does not bind the parties until FEI has obtained the necessary approvals for this Agreement from all regulatory or other applicable governmental authorities having jurisdiction, including the British Columbia Utilities Commission ("BCUC"), on terms and conditions which are satisfactory to FEI.
- 3. The following amendments are made to the Fueling Agreement, effective as of the "In-Service Date", as follows:
  - (a) "In-Service Date" means the first day of the month following the date the second compressor is installed and operational, in FEI's sole discretion. FEI will provide the Customer with written notice of the In-Service Date.
  - (b) Delete Part II, section A (B) and replace it with the following:
    - "B. FEI owns and operates fueling equipment at the Fueling Location from which it sells and distributes fuel (the "Fueling Equipment").

- (c) The Capital Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$4.484 per GJ to \$4.703 per GJ;
- (d) The Dispensing Rate, as amended and as defined in Part I of the Fueling Agreement is amended from \$7.779 per GJ to \$8.051 per GJ; and
- (e) The Customer agrees and acknowledges that the Dispensing Rate is an interim rate as approved by the BCUC. FEI will amend the Dispensing Rate as set out in this agreement following BCUC approval of the permanent Dispensing Rate by way of an amending agreement to be executed by the Customer. Failure of the Customer to execute the amending agreement will be deemed to be a default of this Fueling Services Agreement and be subject to section 6 of the Fueling Agreement. The Customer acknowledges that FEI will be required to recover from or return to the Customer any difference between the permanent Dispensing Rate and the interim Dispensing Rate to the date the permanent Dispensing rate becomes effective.
- 4. The Fueling Agreement, as amended herein, will remain in full force and effect and, together with this Amending Agreement No. 4, will be read and interpreted as one agreement.
- 5. This Amending Agreement No. 4 may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to constitute one and the same agreement. A party may deliver an executed copy of this Amending Agreement in electronic form and will immediately deliver to the other party an originally executed copy of this Amending Agreement.

IN WITNESS WHEREOF the parties have executed this Amending Agreement as of the Effective Date.

MCRAE'S ENVIRONMENTAL SERVICES LTD.,

by its authorized signatory:

FORTISBC ENERGY INC.,

by its authorized signatory:

Sianature

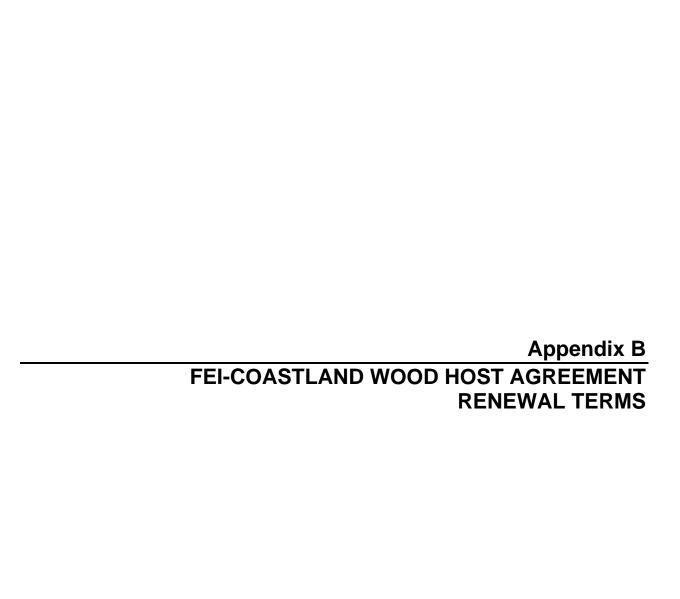
Name: Bert Blair

Title: V. P. of Operations

Signature

Name: Phil Horacek

Title: Director, Low Carbon Transportation





16705 Fraser Highway Surrey, BC V4N 0E8 Tel: (604) 576-7000 Fax: (604) 592-7444 fortisbc.com

September 13, 2024

Coastland Wood Industries LTD 755 Belgrave Way, Delta, BC V3M 5R8

Attention: Brad King, Mill Manager

Pursuant to section 1.3 (a) of the Property Access and Use Agreement dated June 11, 2019 (the "Agreement"), the Parties agree and acknowledge that the Agreement is renewed for a Renewal Term #1 and #2, for a total of six years. As the Initial Term expires on January 17, 2025, the Renewal Term #1 and #2 will extend the expiry date to January 17, 2031.

Please execute this letter below and return a copy to me acknowledging you agree and consent to the Renewal Term #1 and #2.

If you have any questions, please send an email to: Georgina.Wheatcroft@FortisBC.com or call 604-592-7473.

Sincerely,

FORTISBC ENERGY INC.

by its authorized signatory(ies):

COASTLAND WOOD INDUSTRIES LTD.

by its authorized signatory(ies):

Phil Horacek

Director, Low Carbon Transportation

BRAD KING - MILL MANAGER

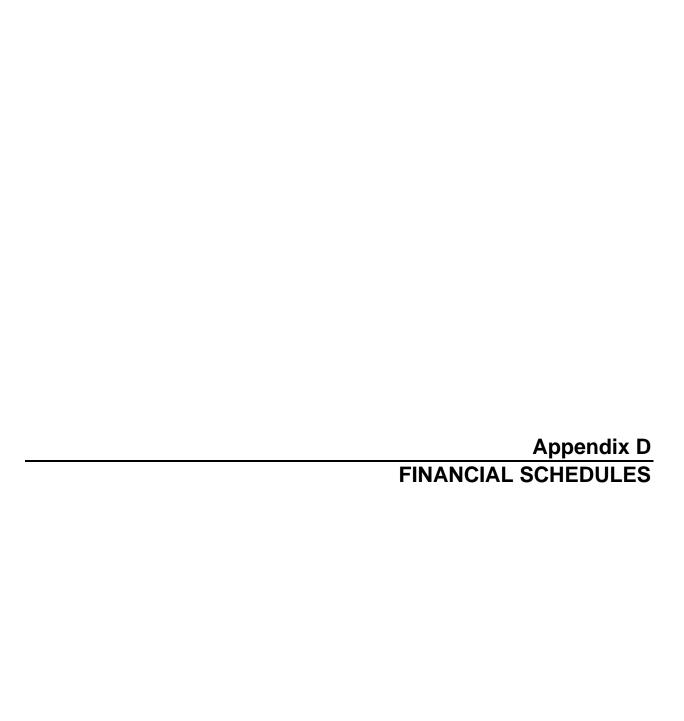


# FINANCIAL COST OF SERVICE MODEL

# REFER TO LIVE SPREADSHEET MODEL

Provided in electronic format only

**FILED CONFIDENTIALLY** 



Annacis Island

Aug 2024

# Annacis Island: Revenue Requirement

Schedule 1

(\$000's), unless otherwise stated

Lin	ne Particulars	Reference	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
1	Revenue Requirement		_																			
2	Operation and Maintenance	Schedule 2, Line 18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3	Lease Costs	Schedule 2, Line 19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4	Property Taxes	Schedule 2, Line 23	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5	Depreciation Expense	Schedule 8, Line 13 + Line 30	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
6	Amortization Expense	Schedule 9, Line 38	2	2	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7	Income Taxes	Schedule 3, Line 20	(35)	(8)	(3)	0	2	4	6	7	8	9	9	9	10	10	10	9	9	9	9	9
8	Earned Return	Schedule 5, Line 23	32	31	29	27	26	24	22	21	19	17	16	14	12	11	9	7	6	4	3	1
9																						
10	Annual Revenue Requirement	Sum of Lines 2 through 8	23	49	51	53	52	52	52	52	51	50	49	47	46	44	42	41	39	37	35	33
11																						

12 Calendar Year = Contract Year

Cost of Service 1 of 10

Annacis Island

Aug 2024

# Annacis Island: O&M, Lease, and Property Tax

Schedule 2

(\$000's), unless otherwise stated

Lin	e Particulars	Reference	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
1	Gross O&M	_																				
2	Labour Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3	Vehicle Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4	Employee Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5	Materials & Supplies		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6	Computer Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7	Facilities		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8	Contractor Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	Electricity		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10	Recoveries & Revenue																					
11																						
12	Non-Labour Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13																						
14	Total Gross O&M Expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15																						
16	(Less): Capitalized Overhead		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	Add (Less): Adjustment		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18	Net O&M		_			-	_			_	_	-	_	_		-	_	-		_		-
19																						
20	Property Taxes																					
21	General, School and Other		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22	1% in Lieu of General Municipal Tax <sup>1</sup>	Schedule 10, Line 57/1000 x 1%	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-
23	Total Property Taxes		-	-	-	-	-	-	-	-	-		-		-	-	-	-	-	-	-	

25 1 - Calculation is based on the second preceeding year; ex., 2027 is based on 2025 revenue

O&M and Property Tax 2 of 10

Annacis Island Aug 2024

### Annacis Island: Income Tax Expense

Schedule 3

(\$000's), unless otherwise stated

Li	ne Particulars	Reference	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
1	Income Tax Expense																					
2																						
3	Earned Return	Schedule 5, Line 23	32	31	29	27	26	24	22	21	19	17	16	14	12	11	9	7	6	4	3	1
4	Deduct: Interest on debt	Schedule 5, Line 22	(12)	(12)	(11)	(10)	(10)	(9)	(8)	(8)	(7)	(7)	(6)	(5)	(5)	(4)	(3)	(3)	(2)	(2)	(1)	(0)
5	Add (Deduct): Amortization Expense	Schedule 9, Line 38	2	2	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6	Add: Depreciation Expense	Schedule 8, Line 13 + Line 30	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
7	Add: Removal Cost Provision		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8	Deduct: Overhead Capitalized Expensed for Tax Purpose	es	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	Deduct Removal Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10	Deduct: Capital Cost Allowance	Schedule 4, Line 10	(142)	(66)	(53)	(42)	(34)	(27)	(22)	(17)	(14)	(11)	(9)	(7)	(6)	(5)	(4)	(3)	(2)	(2)	(1)	(1)
11	Taxable Income After Tax	Sum of Lines 3 through 10	(96)	(21)	(9)	0	6	12	16	19	22	24	25	26	26	26	26	26	25	25	24	23
12	2																					
13	Income Tax Rate		27%	27%	27%	27%	27%	27%	27%	27%	27%	27%	27%	27%	27%	27%	27%	27%	27%	27%	27%	27%
14	1 - Current Income Tax Rate	1 - Line 13	73%	73%	73%	73%	73%	73%	73%	73%	73%	73%	73%	73%	73%	73%	73%	73%	73%	73%	73%	73%
15	5																					
16	5 Taxable Income	Line 11 / Line 14	(131)	(29)	(12)	1	8	16	22	27	30	32	34	35	35	36	35	35	34	34	33	32
17	7																					
18	3 Total Income Tax Expense	Line 16 x Line 13	(35)	(8)	(3)	0	2	4	6	7	8	9	9	9	10	10	10	9	9	9	9	9
19	Adjustments		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	Net Tax Expense	Line 18 + Line 19	(35)	(8)	(3)	0	2	4	6	7	8	9	9	9	10	10	10	9	9	9	9	9

Income Tax 3 of 10

# FortisBC Energy Inc. Annacis Island

Aug 2024

## Annacis Island: Capital Cost Allowance

Schedule 4

(\$000's), unless otherwise stated

Li	ine Particulars	Reference	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
1	CNG Dispensing Equipment (hoses and	d fill posts)																				
2	Opening Balance	Preceeding Year, Line 5	-	330	264	211	169	135	108	87	69	55	44	35	28	23	18	15	12	9	7	6
3	Additions	Schedule 7 , Line 10 - AFUDC	472	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4	CCA	[Line 2 + ( Line 3 x AF)] x CCA Rate; See Note 1	(142)	(66)	(53)	(42)	(34)	(27)	(22)	(17)	(14)	(11)	(9)	(7)	(6)	(5)	(4)	(3)	(2)	(2)	(1)	(1)
5	Closing Balance	Sum of Lines 2 through 4	330	264	211	169	135	108	87	69	55	44	35	28	23	18	15	12	9	7	6	5
6																						
7	Total CCA																					
8	Opening Balance	Preceeding Year, Line 11	-	330	264	211	169	135	108	87	69	55	44	35	28	23	18	15	12	9	7	6
9	Additions	2	472	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10	) CCA	3	(142)	(66)	(53)	(42)	(34)	(27)	(22)	(17)	(14)	(11)	(9)	(7)	(6)	(5)	(4)	(3)	(2)	(2)	(1)	(1)
11	Closing Balance	Sum of Lines 8 through 10	330	264	211	169	135	108	87	69	55	44	35	28	23	18	15	12	9	7	6	5

<sup>12 1 -</sup> AF = Acceleration Factor; AF = 1.5 from 2022 to 2023, AF = 1.0 from 2024 to 2027; AF = 0.5 from 2028 onward

CCA 4 of 10

<sup>13 2 -</sup> Schedule 4 , Sum of detailed Additions lines

Annacis Island Aug 2024

## Annacis Island: Rate Base

Schedule 5

(\$000's), unless otherwise stated

Lin	e Particulars	Reference	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
1	Rate Base		=																			
2	Gross Plant In Service- Beginning	Schedule 7, Line 7	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476
3	Gross Plant In Service- Ending	Schedule 7, Line 25	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476
4																						
5	Accumulated Depreciation- Beginning	Schedule 8, Line 7	-	(24)	(48)	(71)	(95)	(119)	(143)	(166)	(190)	(214)	(238)	(262)	(285)	(309)	(333)	(357)	(380)	(404)	(428)	(452)
6	Accumulated Depreciation- Ending	Schedule 8, Line 25	(24)	(48)	(71)	(95)	(119)	(143)	(166)	(190)	(214)	(238)	(262)	(285)	(309)	(333)	(357)	(380)	(404)	(428)	(452)	(476)
7																						
8	Contributions in Aid of Construction- Beginning	Schedule 7, Line 29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9	Contributions in Aid of Construction- Ending	Schedule 7, Line 32	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
10																						
11	Accumulated Amortization- Beginning	Schedule 8, Line 29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12	Accumulated Amortization- Ending	Schedule 8, Line 32																				
13																						
14	Net Plant in Service, Mid-Year	Sum (Lines 2 through 12 )/2	464	440	416	392	369	345	321	297	273	250	226	202	178	155	131	107	83	59	36	12
15																						
16	Unamortized Deferred Charges, Mid-Year	Schedule 9, Line 41	3	5	3	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	Cash Working Capital	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
18	Total Rate Base	Sum of Lines 14 through 17	467	446	420	394	370	346	322	298	275	251	227	203	179	156	132	108	84	61	37	13
19		_																				
20	Return on Rate Base																					
21	Equity Return	Line 18 x ROE x Equity %	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
22	Debt Component	2	12	12	11	10	10	9	8	8	7	7	6	5	5	4	3	3	2	2	1	0
23	Total Earned Return	Line 21 + Line 22	32	31	29	27	26	24	22	21	19	17	16	14	12	11	9	7	6	4	3	1
24	Return on Rate Base %	Line 23 / Line 18	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%	6.94%
25																						

<sup>26 1 -</sup> Schedule 7, Line 25 x FEI CWC/Closing GPIS %

Rate Base 5 of 10

<sup>27 2 -</sup> Line 18 x (LTD Rate x LTD% + STD Rate x STD %)

# FortisBC Energy Inc. Annacis Island Aug 2024

### Annacis Island: Capital Spending

Schedule 6

(\$000's), unless otherwise stated

Lin	e Particulars	Reference	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
1	Capital Spending Prior to 2025		•																			
2	CNG Dispensing Equipment (hoses and fill posts)		472																			
3	CNG Foundations		-																			
4	CNG Dehydrator																					
5	Total Capital Spending Prior to 2025	Sum of Lines 2 through 4	472																			
6																						
7	AFUDC Prior to 2025																					
8	CNG Dispensing Equipment (hoses and fill posts)		4																			
9	CNG Foundations		-																			
10	CNG Dehydrator																					
11	Total AFUDC Prior to 2025	Sum of Lines 8 through 10	4																			
12																						
13	Capital Spending 2025 Onwards																					
14	CNG Dispensing Equipment (hoses and fill posts)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	CNG Foundations		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
16	CNG Dehydrator																					
17	Total Capital Spending 2025 Onwards	Sum of Lines 14 through 16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18																						
19	Total Capital Spending <sup>1</sup>	Line 5 + Line 17	472	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	Total AFUDC	Line 11 + Line 18	4																			
21	Total Annual Capital Spending and AFUDC	Line 19 + Line 20	476	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22																						
23	Contributions in Aid of Construction		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
24	Removal Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25	Net Annual Project Costs- Capital	Line 21 + 23 + 24	476	-	-	-	-	-	-	-	-	-	-	-	-	-	_	-	-	-		-
26																						
27	Total Project Costs- Capital Spending and AFUDC	Sum of Line 21	476																			
28	Total Net Project Costs- including CIAC & Removal Costs	Sum of Line 25	476																			
29																						

30 1 - Excluding capitalized overhead; First year of analysis includes all prior year spending

Capital Spending 6 of 10

Annacis Island

Aug 2024

## Annacis Island: Gross Plant in Service & Contributions in Aid of Construction

Schedule 7

(\$000's), unless otherwise stated

Line	e Particulars	Reference	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
1	Gross Plant in Service																					
2																						
3	Gross Plant in Service, Beginning																					
4	CNG Dispensing Equipment (hoses and fill posts)	Preceeding Year, Line 22	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476
5	CNG Foundations	Preceeding Year, Line 23	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6	CNG Dehydrator	Preceeding Year, Line 24																				
7	Total Gross Plant in Service, Beginning	Sum of Lines 4 through 6	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476
8																						
9	Gross Plant in Service, Additions																					
10	CNG Dispensing Equipment (hoses and fill posts)	Schedule 6, Lines 2 + 8 + 14 + 18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11	CNG Foundations	Schedule 6, Lines 3 + 9 + 15 + 18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12	CNG Dehydrator	Schedule 6, Lines 4 + 10 + 16 + 18																				
13	Total Gross Plant in Service, Additions	Sum of Lines 10 through 12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14																						
15	Gross Plant in Service, Retirements																					
16	CNG Dispensing Equipment (hoses and fill posts)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	CNG Foundations		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18	CNG Dehydrator																					
19	Total Gross Plant in Service, Retirements	Sum of Lines 16 through 18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20																						
21	Gross Plant in Service, Ending																					
22	CNG Dispensing Equipment (hoses and fill posts)	Line 4 + Line 10 + Line 16	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476
23	CNG Foundations	Line 5 + Line 11 + Line 17	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
24	CNG Dehydrator	Line 6 + Line 12 + Line 18																				
25	Total Gross Plant in Service, Ending	Sum of Lines 22 through 24	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476	476
26																						
27																						
28	Contributions in Aid of Construction (CIAC)																					
29	CIAC, Beginning		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
30	Additions		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
31	Retirements																					-
32	CIAC, Ending	Sum of Lines 29 through 31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Gross Plant in Service 7 of 10

Annacis Island Aug 2024

### Annacis Island: Accumulated Depreciation & Amortization

Schedule 8

(\$000's), unless otherwise stated

Lir	ne Particulars	Reference	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
1	Accumulated Depreciation																					
2																						
3	Accumulated Depreciation, Beginning			(0.1)	(40)	(74)	(05)	(440)	(4.40)	(4.55)	(400)	(0.4.4)	(000)	(2.52)	(205)	(222)	(222)	(057)	(200)	(404)	(400)	(450)
4	CNG Dispensing Equipment (hoses and fill posts)	Preceeding Year, Line 22	-	(24)	(48)	(71)	(95)	(119)	(143)	(166)	(190)	(214)	(238)	(262)	(285)	(309)	(333)	(357)	(380)	(404)	(428)	(452)
5	CNG Foundations CNG Dehydrator	Preceeding Year, Line 23 Preceeding Year, Line 24	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
6	•	9 .																				
7	Total Accumulated Depreciation, Beginning	Sum of Lines 4 through 6	-	(24)	(48)	(71)	(95)	(119)	(143)	(166)	(190)	(214)	(238)	(262)	(285)	(309)	(333)	(357)	(380)	(404)	(428)	(452)
8																						
9	Accumulated Depreciation, Depreciation Expense			4											4			4				41
10	CNG Dispensing Equipment (hoses and fill posts)@ 5%	Schedule 7, Line 4 & Line 10	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)
11	CNG Foundations@ 5% CNG Dehydrator@ 5%	Schedule 7, Line 5 & Line 11 Schedule 7, Line 6 & Line 12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12	, -																					
13	Total Accumulated Depreciation, Depreciation Expense	Sum of Lines 10 through 12	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)	(24)
14	A Lista de Berlina																					
15		Schedule 7. Line 16																				
16 17	CNG Dispensing Equipment (hoses and fill posts) CNG Foundations	Schedule 7, Line 16 Schedule 7, Line 17	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18		Schedule 7, Line 17 Schedule 7, Line 18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	•																					
19		Sum of Lines 16 through 18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20																						
21 22	CNG Dispensing Equipment (hoses and fill posts)	Line 4 + Line 10 + Line 16	(24)	(48)	(71)	(95)	(119)	(143)	(166)	(100)	(214)	(238)	(262)	(285)	(309)	(333)	(357)	(380)	(404)	(428)	(452)	(476)
23		Line 5 + Line 10 + Line 17	(24)	(46)	(/1)	(95)	(119)	(143)	(100)	(190)	(214)	(236)	(202)	(205)	(309)	(333)	(337)	(360)	(404)	(428)	(432)	(476)
24	CNG Dehydrator	Line 6 + Line 12 + Line 18				_											_		_		_	
25	•	Sum of Lines 22 through 24	(24)	(48)	(71)	(95)	(119)	(143)	(166)	(190)	(214)	(238)	(262)	(285)	(309)	(333)	(357)	(380)	(404)	(428)	(452)	(476)
26		Julii of Lines 22 tillough 24	(24)	(40)	(/1)	(55)	(113)	(143)	(100)	(150)	(214)	(230)	(202)	(203)	(303)	(333)	(337)	(380)	(404)	(420)	(432)	(470)
27																						
28	Accumulated Amortization of Contributions in Aid of Constru	uction (CIAC)																				
29		and terror	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_
30		1	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_
31			-				-	-	-	-			-	-	-	-		-	-	-		_
32		Sum of Lines 29 through 31																				
32	Accumulated Amortization CIAC, Ending	Julii oi Lilies 25 tillougii 31	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

1- Depreciation & Amortization Expense calculation is based on opening balance + (additions x in-service days/355 if it is the in-service year for project; otherwise, it is based on the opening balance of the plant-in-service)

Accumulated Depreciation 8 of 10

Annacis Island Aug 2024

# Annacis Island: Deferred Charges & Deficiency / Surplus [Tracker]

Schedule 9

(\$000's), unless otherwise stated

Lin	ne Particulars	Reference	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
1	Deferred Charge- Application Costs		_																			
2	Opening Balance	Previous Year, Line 7	-	5	4	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3	Gross Additions		10																			
4	Tax	Line 3 x Tax Rate	(3)																			
5	Net Additions	Sum of Lines 3 through 4	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
6	Amortization Expense @ 4 years		(2)	(2)	(2)	(2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7	Closing Balance	Lines 2 + 5 + 6	5	4	2																	
8	<b>3</b>																					
9	Deficiency / Surplus [Tracker]																					
10		Previous Year, Line 18	-	(20)	(17)	(12)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11	Gross Addition	Schedule 10, Line 36 / 1000	(20)	5	7	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12	Tax		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	Net Addition	Line 11 + Line 12	(20)	5	7	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	AFUDC																					
15	Equity	Line 10 x (Schedule 10, Lines 19 x Line 20)	-	(1)	(1)	(1)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
16	Debt	1	-	(0)	(0)	(0)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	Interest Adjustment	2	-			0	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_
18		Sum of Lines 13 through 17	(20)	(17)	(12)																	
19		Sam or times 15 amough 17	(20)	(27)	(12)																	
20																						
21																						
22		Previous Year, Line 30	-	(20)	(17)	(12)	-	-	-		-	-	-	-	-	-	-	_	_	-	-	
23		Opening balance transfer to rate base	-	-	` -		-	-	-		-	-	-	-	-	-	-	_	_	-	-	-
24		<b>3</b>	(20)	5	7	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25	Tax		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
26	AFUDC		-	(1)	(1)	(1)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
27	Net Additions	Sum of Lines 24 through 26	(20)	3	5	12				-	-			-				-				
28	Interest Adjustment	•	` -	-	-	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
29			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
30	Closing Balance	Lines 22 + 23 + 27 + 28 + 29	(20)	(17)	(12)	(0)				-	-			-								-
31			. ,	. ,	. ,	. ,																
32	Deferred Charge- Rate Base																					
33		Previous Year, Line 39	-	5	4	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
34	Opening Balance, Adjustment		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
35	Gross Additions		10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
36	Tax		(3)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
37	Net Additions		7																			
38	Amortization Expense		(2)	(2)	(2)	(2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
39	Closing Balance	Lines 33 + 37 + 38	5	4	2																	
40																						
41		(Line 33 + Line 34 + Line 39) / 2	3	5	3	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
42	•	•																				

Deferred Charges 9 of 10

<sup>42
43 1-</sup> Line 10 x [Schedule 10 , (Lines 22 x 23+ Lines 24 x 25) x (1- Tax Rate)]
44 2- Adjustment to net account to zero in final year; result of varying WACC rates throughout contract

# Annacis Island Aug 2024

# Annacis Island: Contract Rate Design (Blending of Existing and Expansion Station) Schedule 10

(\$), unless otherwise stated

Lir	ne Particulars	Reference	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
1	Annual Cost of Service (Excl. O&M) - Expansion	Schedule 1, Line 10 - Line 2	22,651	48,699	51,398	53,121	51,639	52,110	52,080	51,650	50,900	49,894	48,682	47,307	45,800	44,189	42,494	40,731
2	For existing station - how much we need to recover		107,478	109,628	111,820	111,630	180,421	182,138	183,550	184,771	185,894	187,000	188,154	189,414	190,828	192,442	194,294	196,422
3	% of Annual Revenue Required to be Collected - Expansion	100% of Annual COS to be Recovered	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
5	Annual Revenue Required to be Collected (Excl. O&M) - Total  PV of Annual Revenue Required to be Collected (Excl. O&M) - Total	Line 1 x Line 3 Line 4 / (1 + Line 19)^Yr	130,129 130,129	158,327 149,033	163,219 144,619	164,750 137,407	232,060 182,184	234,247 173,106	235,630 163,906	236,421 154,802	236,794 145,945	236,894 137,436	236,836 129,337	236,721 121,685	236,629 114,498	236,631 107,777	236,788 101,518	237,153 95,706
6	Total PV Revenue Required to be Collected (Excl. O&M) - Total	Sum of Line 5	2,315,028	149,033	144,015	137,407	102,104	1/3,100	103,500	134,002	143,543	137,430	129,557	121,003	114,450	107,777	101,516	55,700
7	(		_,,															
8	Annual Discount Rate																	
9	Equity Component																	
10			9.65%	9.65%	9.65%	9.65%	9.65%	9.65%	9.65%	9.65%	9.65%	9.65%	9.65% 45.00%	9.65%	9.65%	9.65%	9.65%	9.65%
11 12			45.00%	45.00%	45.00%	45.00%	45.00%	45.00%	45.00%	45.00%	45.00%	45.00%	45.00%	45.00%	45.00%	45.00%	45.00%	45.00%
13			4.68%	4.68%	4.68%	4.68%	4.68%	4.68%	4.68%	4.68%	4.68%	4.68%	4.68%	4.68%	4.68%	4.68%	4.68%	4.68%
14			56.37%	56.37%	56.37%	56.37%	56.37%	56.37%	56.37%	56.37%	56.37%	56.37%	56.37%	56.37%	56.37%	56.37%	56.37%	56.37%
15			3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%	3.21%
16			-1.37%	-1.37%	-1.37%	-1.37%	-1.37%	-1.37%	-1.37%	-1.37%	-1.37%	-1.37%	-1.37%	-1.37%	-1.37%	-1.37%	-1.37%	-1.37%
17 18			27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%
19		1	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%	6.24%
20									***									
21																		
22				Contrac														
23		Yr 1 = Line 38; Previous Year rate x Line 35	4.703	4.797	4.893	4.991												
24 25		Line 49 Line 23 x Line 24 x 1000	32.500 152,840	32.500 155,897	32.500 159,015	29.000 144,728												
26		Line 23 X Line 24 X 1000	132,040	133,037	133,013	144,720												
27																		
28	PV of Capital Rate Revenue over Contract Term	Line 25 / (1 + Line 19)^Yr	152,840	146,746	140,894	120,708												
29	Sum of PV Rate Revenue	Sum of Line 28	561,187															
30	PV Cost of Service over Contract Term	Sum of Line 5, from 2025 to 2028	561,187															
31		Line 29 - Line 30	-															
32																		
33 34			2.00%	2.00%	2.00%	2.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	0%	0%	0%	0%
35		No escalation year 1; Yr2-> (1 + Line 34)	100%	102%	102%	102%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0%	0%	0%	0%	0%
36		Cumulative Product of Line 35	100.00%	102.00%	104.04%	106.12%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
37			0.0579	0.0556	0.0534	0.0457	-		-		-	-	-	-	-	-	-	-
38	$r_1 = \frac{1}{\left[\sum_{n=1}^{1} \binom{V_n \times (1+E)^{(n-1)}}{(1+D)^n}\right]}$		4.703															
39	$\sum_{n=1}^{\infty} {n \choose n} / (1+D)^n$																	
40	$\sum_{n=1}^{1} PVCOS$																	
41 42																		
43																		
44	D = Discount Rate n = Contract Year																	
45	E = Annual Rate Escalation percentage PVCOS = Present Value of the Cost of Service (excluding O&M) over Contr	act Term																
46 47		det remi																
47			152,840	155,897	159,015	144,728	232,060	234,247	235,630	236,421	236,794	236,894	236,836	236,721	236,629	236,631	236,788	237,153
49			32.500	32.500	32.500	29.000	29.000	29.000	29.000	29.000	29.000	29.000	29.000	29.000	29.000	29.000	29.000	29.000
50	Take or Pay Volume Contracted (TJ) - Existing Station	G-198-23, Fueling Station Agreement	23.500	23.500	23.500	23.000	23.000	23.000	23.000	23.000	23.000	23.000	23.000	23.000	23.000	23.000	23.000	23.000
51		Line 49 - Line 50	9.000	9.000	9.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000
52 53		line 40 / line 40 / 4000	4.70	4.80	4.89	4.99	8.00	8.08	8.13	8.15	8.17	8.17	8.17	8.16	8.16	8.16	8.17	8.18
54		Line 48 / Line 49 / 1000	4.70	4.80	4.89	4.99	8.00	8.08	8.13	8.15	8.17	8.17	8.17	8.10	8.10	8.10	8.17	8.18
55																		
56	Current O&M Rate (\$/GJ) - Existing Station at 60% recovery (under GGRR)	Year 2024 O&M Rate	2.773															
57		CPI BC Stats Canada	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
58		Previous Year Rate + BC CPI	2.828	2.885	2.943	3.002	3.062	3.123	3.185	3.249	3.314	3.380	3.448	3.517	3.587	3.659	3.732	3.807
59		Line 50 x Line 58	66,469															
60			04.005	00 700	05 500	07.046	00 707	00 550	00.074	04.004	05.405	00.000	00.000	404.000	404.000	400 400	400 004	440.005
61 62		Line 58 x Line 49 x 1000 Line 61 / (1 + Line 19)^Yr	91,925 91,925	93,763 88,259	95,639 84,740	87,046 72,599	88,787 69.704	90,563 66,925	92,374 64.256	94,221 61,694	96,106 59,234	98,028 56,872	99,988 54.604	101,988 52,427	104,028 50,336	106,109 48.329	108,231 46,402	110,395 44,551
63		Sum of Line 62	1,173,990	00,233	04,740	12,333	05,704	00,523	04,230	01,054	35,234	30,672	34,004	32,427	30,330	40,323	40,402	44,331
64	·		, -,															
65																		
66		Line 53	4.703	4.797	4.893	4.991	8.002	8.077	8.125	8.152	8.165	8.169	8.167	8.163	8.160	8.160	8.165	8.178
67 68		Line 58 G-78-13	2.828 0.520	2.885 0.520	2.943 0.520	3.002 0.520	3.062 0.520	3.123 0.520	3.185 0.520	3.249 0.520	3.314 0.520	3.380 0.520	3.448 0.520	3.517 0.520	3.587 0.520	3.659 0.520	3.732 0.520	3.807 0.520
69		Sum of Line 66 to Line 68	8.051	8.202	8.355	8.512	11.584	11.720	11.830	11.921	11.999	12.069	12.135	12.200	12.267	12.339	12.417	12.504
70		(Line 49 x Line 69) x 1000	261,665	266,560	271,554	246,854	335,927	339,890	343,084	345,722	347.980	350,002	351,905	353,789	355,737	357,820	360,099	362,628
71		Line 70 / (1 + Line 19)^Yr	261,665	250,913	240,608	205,884	263,727	251,174	238,652	226,370	214,473	203,056	192,176	181,863	172,130	162,975	154,385	146,343
72		Sum of Line 71	3,674,444															

10 of 10 Rate Design\_Blend



# FortisBC Energy Inc. Annacis Island March 2023

### Annacis Island: Contract Rate Design

Schedule 10
(\$), unless otherwise stated

Line Particulars	Reference	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
1 Annual Cost of Service (Total)	Schedule 1, Line 10	267,916	247,946	267,863	275,955	282,690	288,390	291,800	294,734	298,737	302,481	306,081	309,631	313,211	316,889	320,724	324,765	329,057	333,642	338,556	343,836
2 Annual Cost of Service (O&M) 3 Annual Cost of Service	Schedule 1, Line 2 - Line 2 Line 1 + Line 1 - Line 2	89,667 178,249	92,803 155,142	104,934 162.929	107,033 168.922	109,173 173.517	111,357 177.034	112,072 179.728	114,313 180.421	116,599 182.138	118,931 183.550	121,310 184.771	123,736 185.894	126,211 187.000	128,735 188.154	131,310 189.414	133,936 190.828	136,615 192,442	139,347 194,294	142,134 196.422	144,977 198.859
4 Annual Volume (TJ)	Minimum contract demand	20.0	20.5	23.5	23.5	23.5	23.5	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0
5																					
6 % of Annual Revenue Required to be Collected	GGRR: 60% during Contract Term; 100% thereafter	60%	60%	60%	60%	60%	60%	60%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
7 Annual Revenue Required to be Collected	Line 3 x Line 6	106,949	93,085	97,757	101,353	104,110	106,220	107,837	180,421	182,138	183,550	184,771	185,894	187,000	188,154	189,414	190,828	192,442	194,294	196,422	198,859
Annual Revenue Required to be Collected (O&M)      PV of Annual Revenue Required to be Collected	Line 2 x Line 6 Line 7 / (1 + Line 23)^Yr	53,800 101,402	55,682 83,680	62,960 83,322	64,220 81,907	65,504 79,771	66,814 77,167	67,243 74,278	114,313 117.829	116,599 112.781	118,931 107,761	121,310 102,851	123,736 98,110	126,211 93,575	128,735 89,269	131,310 85,206	133,936 81,390	136,615 77,822	139,347 74,496	142,134 71,405	144,977 68,542
10 PV of Annual Revenue Required to be Collected (O&M)	Line 8 / (1 + Line 23)^Yr	51,010	50,056	53,663	51,898	50,190	48,539	46,317	74,655	72,199	69,824	67,526	65,305	63,156	61,078	59,069	57,125	55,246	53,428	51,670	49,970
11	Line of (1 · Line 25) 11	31,010	30,030	33,003	32,030	30,130	40,555	40,317	74,033	72,255	05,024	07,320	03,303	03,130	01,070	33,003	37,123	33,240	33,420	31,070	43,370
12 Annual Discount Rate																					
13 Equity Component																					
14 ROE %		8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%	8.75%
15 Equity Portion 16 Debt Component		38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%	38.50%
17 Long Term Debt Rate		4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%	4.78%
18 Long Term Debt Portion		59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%	59.14%
19 Short Term Debt Rate		2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%	2.19%
20 Short Term Debt Portion		2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%	2.36%
21 Tax Rate 22		27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%	27.00%
23 Annual Discount Rate (After-Tax WACC)	1	5.47%	5.47%	5.47%	5.47%	5.47%	5.47%	5.47%	5.47%	5.47%	5,47%	5.47%	5.47%	5,47%	5.47%	5.47%	5.47%	5.47%	5.47%	5.47%	5.47%
24 1 - ROE % x Equity Portion + [(LTD x LTD Portion + STD x STD Portion) x (1 - Tax Rate)]		3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770	3.4770
25																					
26 Cost of Service (Include Lease, Exclude O&M)																					
27 Annual Capital Rate	Line 34 during Contract Term, Line 7 thereafter	86,195	90,117	105,371	107,478	109,628	111,820	111,630	180,421	182,138	183,550	184,771	185,894	187,000	188,154	189,414	190,828	192,442	194,294	196,422	198,859
28 Annual Deficiency (Surplus); Cost of Service - Contract Rate 29 Annual Volumetric Capital Rate (\$/GJ); COS based beyond Contract Term	Line 7 - Line 27 Line 27 / Line 4 / 1000	20,754 4.310	2,969 4.396	(7,613) 4.484	(6,125) 4.574	(5,517) 4.665	(5,600) 4.758	<u>(3,793)</u> <b>4.853</b>	7.844	7.919	7.980	8.034	8.082	8.130	8.181	8.235	8.297	8.367	8.448	8.540	8.646
29 Annual Volumetric Capital Rate (\$/GJ); COS based beyond Contract Term 30	Line 27 / Line 4 / 1000	4.310	4.396	4.484	4.574	4.665	4.758	4.853	7.844	7.919	7.980	8.034	8.082	8.130	8.181	8.235	8.297	8.367	8.448	8.540	8.646
31 Contract Term Capital Rate Calculation and Present Value Proof																					
32 Capital Rate over Contract Term	Yr 1 = Line 47; Previous Year rate x Line 44	4.310	4.396	4.484	4.574	4.665	4.758	4.853		-	-	-		-	-	-			-		
33 Volume (TJ)	Line 4	20.0	20.5	23.5	23.5	23.5	23.5	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0	23.0
34 Capital Rate Revenue over Contract Term	Line 32 x Line 33 x 1000	86,195	90,117	105,371	107,478	109,628	111,820	111,630	-	-	-	-	-	-	-	-	-	-	-	-	-
35 36 Present Value Proof																					
37 PV of Capital Rate Revenue over Contract Term	Line 34 / (1 + Line 23)^Yr	81,724	81.011	89,811	86,856	83,999	81,235	76.891											_		
38 Sum of PV Rate Revenue	Sum of Line 37	581,528	01,011	03,011	00,030	03,333	01,233	70,031													
39 PV Cost of Service over Contract Term	Sum of Line 9, from 2022 to 2028	581,528																			
40 Difference from required Delivery Revenue (should be zero)	Line 38 - Line 39	-																			
41																					
42 <u>Calculation of Year 1 Capital Rate over Contract Term (excluding O&amp;M)</u>																					
43 Annual Capital Rate Escalation over Contract Term 44 Annual Escalator over Contract Term	No escalation year 1: Yr2-> (1 + Line 43)	2.00%	2.00%	2.00%	2.00%	2.00%	2% 102%	2% 102%	0% 0%	0% 0%	0%	0% 0%	0% 0%	0% 0%	0% 0%	0%	0%	0%	0%	0%	0%
44 Annual Escalator over Contract Term 45 Product of Escalators	Cumulative Product of Line 44	100%	102%	104.04%	106.12%	102%	110.41%	112.62%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
46 Formula 1		0.0326	0.0323	0.0358	0.0347	0.0335	0.0324	0.0307	-				-		-		-	-	-	-	-
$r_1 = \frac{1}{\Gamma_{-(r+r)(n-1)}}$	=	4.310																			
47 $r_1 = \frac{1}{\left[\sum_{n=1}^{n} \binom{V_n \times (1+E)^{(n-1)}}{(1+D)^n}\right]}$	=																				
49 $\frac{(1+D)^{-1}}{\nabla^{1} PVCOS}$																					
50																					
51 52 where: r <sub>1</sub> = Contract Rate Year 1 V = Annual Vo	luma.																				
52 where. In a contract Rate real 1 V = Almidal VC  53 D = Discount Rate n = Contract Y																					
54 E = Annual Rate Escalation percentage	eai																				
55 PVCOS = Present Value of the Cost of Service (excluding O&M	) over Contract Term																				
56																					
57 <u>Fueling Station Rate</u>																					
58 Capital Rate (\$/GJ) 59 O&M Rate (\$/GJ)	Line 29	4.310 2.614	4.396	4.484 2.719	4.574 2.773	4.665 2.828	4.758 2.885	4.853 2.943	7.844 4.970	7.919 5.070	7.980 5.171	8.034 5.274	8.082 5.380	8.130 5.487	8.181 5.597	8.235 5.709	8.297 5.823	8.367 5.940	8.448 6.059	8.540 6.180	8.646 6.303
59 O&M Rate (\$/GJ) 60 OH&M Rate (\$/GJ)	G-78-13	2.614 0.520	0.520	0.520	0.520	2.828 0.520	0.520	0.520	0.520	0.520	0.520	0.520	0.520	0.520	0.520	0.520	0.520	0.520	0.520	0.520	0.520
61 Total Annual Volumetric Contract Rate (\$/GJ)	Sum of Line 58 to Line 60	7.444	7.582	7.723	7.867	8.013	8.163	8.316	13.335	13.509	13.671	13.828	13.982	14.138	14.298	14.465	14.640	14.827	15.026	15.240	15.469
62 Annual Forecast Revenue	(Line 4 x Line 61) x 1000	148,875	155,430	181,487	184,864	188,306	191,838	191,279	306,694	310,697	314,441	318,041	321,591	325,171	328,849	332,684	336,725	341,017	345,602	350,516	355,796
63																					
64 Present Value Proof of Total Revenue Required under GGRR  65 CGR Participants 60% of total COS (incl. 28 M) for the first 7 Years of the apprecian required under	take as any agreement (cont t d 0 tt	. torm of 7																			
65 GGRR Requirement: 60% of total COS (incl. O&M) for the first 7 Years of the operation recovered under 66 Capital Rate (\$/GI)	take-or-pay agreement (contract demand) with a minimum Line 58 over Contract Term of 7 years	n term of 7 years 4.310	4.396	4.484	4.574	4.665	4.758	4.853													
67 O&M Rate (\$/GJ)	Line 58 over Contract Term of 7 years Line 59 over Contract Term of 7 years	4.310 2.614	2.666	2.719	2.773	2.828	2.885	2.943													
68 Total Annual Volumetric Contract Rate (Capital & O&M only)	Line 66 + Line 67	6.924	7.062	7.203	7.347	7.493	7.643	7.796													
69 Annual Volume (TJ)	Minimum contract demand	20	21	24	24	24	24	23													
70 Annual Cost of Service Collected over Contract Term	(Line 68 x Line 69) x 1000	138,475	144,770	169,267	172,644	176,086	179,618	179,319													
71																					
72 PV of REVENUE Collected 73 Sum of PV REVENUE Collected over Contract Term	Line 70 / (1 + Line 23)^Yr Sum of Line 72	131,293 934.151	130,142	144,273	139,519	134,920	130,489	123,515													
73 Sum of PV REVENUE Collected over Contract Term 74 PV @ Total Cost of Service (100%) over Contract Term (incl. O&M)	(Line 1 + Line 1)/( 1 + Line 23)^Yr	934,151 254.021	222.894	228.310	223.008	216.603	209.510	200.992													
75 Sum of PV @ 100% Cost of Service over Contract Term (Incl. O&M)	Sum of Line 74	1,555,337	,054	,510	,000	,003		,													
76																					
77 GGRR: 60% of total Cost of Service over Contract Term in PV 78 Check Persons of Sect of Service Collected over Contract Term (should be over 60 %)	Line 75 x 60%	933,202																			
78 Check: Percent of Cost of Service Collected over Contract Term (should be over 60 %)	Line 73 / Line 75	60%																			

10 of 12 Rate Design





Suite 410, 900 Howe Street Vancouver, BC Canada V6Z 2N3 bcuc.com **P:** 604.660.4700 **TF:** 1.800.663.1385

# ORDER NUMBER G-xx-xx

# IN THE MATTER OF the *Utilities Commission Act*, RSBC 1996, Chapter 473

and

# FortisBC Energy Inc.

Application for Approval of a Certificate of Public Convenience and Necessity and Amending Agreements

To Expand the Compressed Natural Gas Fueling Station at Annacis Island in Delta, BC

# **BEFORE:**

[Panel Chair] Commissioner Commissioner

on Date

# **ORDER**

# WHEREAS:

- A. On February 11, 2025, FortisBC Energy Inc. (FEI) applied to the British Columbia Utilities Commission (BCUC), pursuant to sections 45 and 46 of the *Utilities Commission Act* (UCA) for approval of a Certificate of Public Convenience and Necessity (CPCN) to construct a new second compressor (2025 Expansion) at the Compressed Natural Gas (CNG) fueling station located at Annacis Island in Delta, BC (Annacis Island Fueling Station), for an estimated capital cost of \$475,528 (Application);
- B. In the Application, FEI also requests approval pursuant to sections 59 to 61 and 89 of the UCA for the rates, based on the requirements in Section 12B of FEI's General Terms and Conditions of its Tariff (GT&Cs), established in the following seven amending agreements (collectively Amending Agreements) to the respective Fueling Service Agreements (FSAs) as amended between FEI and the anchor customers (Anchor Customers) to facilitate the 2025 Expansion, on an interim and refundable/recoverable basis, effective July 1, 2025:
  - i. Amending Agreement No. 3 dated October 15, 2024, to the FSA between FEI and Ancor Transport Ltd. (Ancor);
  - ii. Amending Agreement No. 3 dated October 15, 2024, to the FSA between FEI and ColdStar Solutions Inc. (ColdStar);
  - iii. Amending Agreement No. 3 dated October 15, 2024, to the FSA between FEI and Encorp Pacific (Canada) (Encorp);
  - iv. Amending Agreement No. 4 dated October 15, 2024, to the FSA between FEI and Martin-Brower of Canada Co. (Martin-Brower);
  - v. Amending Agreement No. 3 dated October 15, 2024, to the FSA between FEI and United Parcel Services Canada Ltd. (UPS);

File | file subject 1 of 2

- vi. Amending Agreement No. 3 dated October 15, 2024, to the FSA between FEI and Western Pacific Transport Ltd. (Western Pacific); and
- vii. Amending Agreement No. 4 dated October 15, 2024, to the FSA between FEI and McRae's Environmental Services Ltd. (McRae's);
- C. By Order G-45-22 dated February 22, 2022, the BCUC, among other things, determined that the Annacis Island Fueling Station met the requirements for a prescribed undertaking as defined by the *Greenhouse Gas Reduction (Clean Energy) Regulation* (GGRR) and approved rates on an interim and refundable/recoverable basis, effective January 18, 2022;
- D. By Order G-198-23 dated July 25, 2023, the BCUC, among other things, determined that the Annacis Island Fueling Station continues to meet the requirements for a prescribed undertaking as defined by the GGRR and approved the rate design and rates on a permanent basis, effective January 18, 2022, and by Order G-261-24 dated October 17, 2024, the BCUC approved the rates established in an amending agreement between FEI and McRae's on a permanent basis, effective October 1, 2024;
- E. In the Application, FEI states that it has calculated the rates in the Amending Agreements to recover 100 percent of the present value of the cost of service of the 2025 Expansion over the term of the Amending Agreements, in accordance with Section 12B of FEI's GT&Cs;
- F. FEI requests that the live financial model filed as Appendix C to the Application be held confidential on the basis that it is the result of significant development effort by FEI on behalf of its customers and therefore the formulas and configuration of the model are commercially sensitive; and
- G. The BCUC has commenced review of the Application and finds that the establishment of a regulatory timetable for the review of the Application is warranted.

# NOW THEREFORE the BCUC orders as follows:

- 1. A regulatory timetable for the review of the Application is established as set out in Appendix A to this order.
- 2. On or before [DATE], FEI is directed to post notice of the proposed rate change at the Annacis Island Fueling Station.
- 3. Appendix C to the Application will be held confidential until the BCUC determines otherwise.
- 4. Parties may submit a letter of comment by completing a Letter of Comment Form available on the BCUC's website at <a href="https://www.bcuc.com/GetInvolved/GetInvolvedProceeding">https://www.bcuc.com/GetInvolved/GetInvolvedProceeding</a>, by <a href="Day/DATE">Day/DATE</a>, as established in the regulatory timetable.

**DATED** at the City of Vancouver, in the Province of British Columbia, this (XX) day of (Month Year).

BY ORDER

(X. X. last name) Commissioner

Attachment

File | file subject 2 of 2

Application for Approval of a Certificate of Public Convenience and Necessity and Amending Agreements
To Expand the Compressed Natural Gas Fueling Station at Annacis Island in Delta, BC

# **REGULATORY TIMETABLE**

Action	Date (2025)
BCUC Information Request (IR) No. 1	Thursday, March 13
FEI Response to BCUC IR No. 1	Thursday, April 3
Deadline for Letters of Comment	Tuesday, April 8
FEI Final Argument	Friday, April 11



Suite 410, 900 Howe Street Vancouver, BC Canada V6Z 2N3 bcuc.com **P:** 604.660.4700 **TF:** 1.800.663.1385

# ORDER NUMBER C-xx-xx

IN THE MATTER OF the *Utilities Commission Act*, RSBC 1996, Chapter 473

and

# FortisBC Energy Inc.

Application for Approval of a Certificate of Public Convenience and Necessity and Amending Agreements

To Expand the Compressed Natural Gas Fueling Station at Annacis Island in Delta, BC

# **BEFORE:**

[X. X. Last Name, Panel Chair] [X. X. Last Name, Commissioner] [X. X. Last Name, Commissioner]

on [Month Day, Year]

# **ORDER**

# WHEREAS:

- A. On February 11, 2025, FortisBC Energy Inc. (FEI) applied to the British Columbia Utilities Commission (BCUC), pursuant to sections 45 and 46 of the *Utilities Commission Act* (UCA) for approval of a Certificate of Public Convenience and Necessity (CPCN) to construct a new second compressor (2025 Expansion) at the Compressed Natural Gas (CNG) fueling station located at Annacis Island in Delta, BC (Annacis Island Fueling Station), for an estimated capital cost of \$475,528 (Application);
- B. In the Application, FEI also requests approval pursuant to sections 59 to 61 and 89 of the UCA for the rates, based on the requirements in Section 12B of FEI's General Terms and Conditions of its Tariff (GT&Cs), established in the following seven amending agreements (collectively Amending Agreements) to the respective Fueling Service Agreements (FSAs) as amended between FEI and the anchor customers (Anchor Customers) to facilitate the 2025 Expansion, on an interim and refundable/recoverable basis, effective July 1, 2025:
  - 1. Amending Agreement No. 3 dated October 15, 2024, to the FSA between FEI and Ancor Transport Ltd. (Ancor);
  - 2. Amending Agreement No. 3 dated October 15, 2024, to the FSA between FEI and ColdStar Solutions Inc. (ColdStar);
  - 3. Amending Agreement No. 3 dated October 15, 2024, to the FSA between FEI and Encorp Pacific (Canada) (Encorp);
  - 4. Amending Agreement No. 4 dated October 15, 2024, to the FSA between FEI and Martin-Brower of Canada Co. (Martin-Brower);
  - 5. Amending Agreement No. 3 dated October 15, 2024, to the FSA between FEI and United Parcel Services Canada Ltd. (UPS);

File subject 1 of 3

- 6. Amending Agreement No. 3 dated October 15, 2024, to the FSA between FEI and Western Pacific Transport Ltd. (Western Pacific); and
- 7. Amending Agreement No. 4 dated October 15, 2024, to the FSA between FEI and McRae's Environmental Services Ltd. (McRae's);
- C. By Order G-45-22 dated February 22, 2022, the BCUC, among other things, determined that the Annacis Island Fueling Station met the requirements for a prescribed undertaking as defined by the *Greenhouse Gas Reduction (Clean Energy) Regulation* (GGRR) and approved rates on an interim and refundable/recoverable basis, effective January 18, 2022;
- D. By Order G-198-23 dated July 25, 2023, the BCUC, among other things, determined that the Annacis Island Fueling Station continues to meet the requirements for a prescribed undertaking as defined by the GGRR and approved the rate design and rates on a permanent basis, effective January 18, 2022, and by Order G-261-24 dated October 17, 2024, the BCUC approved the rates established in an amending agreement between FEI and McRae's on a permanent basis, effective October 1, 2024;
- E. In the Application, FEI states that it has calculated the rates in the Amending Agreements to recover 100 percent of the present value of the cost of service of the 2025 Expansion over the term of the Amending Agreements, in accordance with Section 12B of FEI's GT&Cs;
- F. FEI requests that the live financial model filed as Appendix C to the Application be held confidential on the basis that it is the result of significant development effort by FEI on behalf of its customers and therefore the formulas and configuration of the model are commercially sensitive;
- G. By Order G-##-25, dated [DATE], the BCUC established a regulatory timetable for the review of the Application, which included one round of information requests, a comment period, and the filing of FEI's final argument; and
- H. The BCUC has reviewed the Application and responses to information requests in this proceeding and finds that the following determinations are warranted.

**NOW THEREFORE** pursuant to sections 45 to 46, 59 to 61, and 89 of the *Utilities Commission Act*, the BCUC orders as follows:

- 1. FEI is granted a CPCN for the 2025 Expansion of the Annacis Island Fueling Station.
- 2. FEI is approved to use the rates established in the Amending Agreements with Anchor Customers on an interim and refundable/recoverable basis, effective July 1, 2025.
- 3. FEI is directed to file an application for permanent rates once final capital costs for the 2025 Expansion are known. FEI is directed to refund to/recover from the Anchor Customers any variance between the interim rates and the permanent rates once determined by the BCUC with interest calculated at the average prime rate of FEI's principal bank for its most recent year.
- 4. Appendix C to the Application will be held confidential until the BCUC determines otherwise.
- 5. FEI is to file the Amending Agreements in tariff supplement form for endorsement by the BCUC at least five days prior to July 1, 2025.

File subject 2 of 3

**DATED** at the City of Vancouver, in the Province of British Columbia, this [XXth] day of (Month Year).

BY ORDER

(X. X. last name) Commissioner

File subject 3 of 3