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October 9, 2026

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

Dear Registrar:

Re: FortisBC Energy Inc. (FEI)

Tariff Supplement L-3 to Rate Schedule 46 Liquefied Natural Gas Sales and Dispensing Service between British Columbia Hydro and Power Authority and FEI (Application)

Response to the British Columbia Utilities Commission (BCUC) Information Request (IR) No. 1

On August 28, 2026, FEI filed the Application referenced above. In accordance with the regulatory timetable established in BCUC Order G-206-26 for the review of the Application, FEI respectfully submits the attached response to BCUC IR No. 1.

FEI has filed a portion of the response to BCUC IR1 2.1 on a confidential basis as identified in that response and has provided a redacted version for the public record of this proceeding.

If further information is required, please contact Ilva Bevacqua, Senior Manager, Regulatory Affairs & Compliance at (604) 592-7664.

Sincerely,

FORTISBC ENERGY INC.

Original signed:

Sarah Walsh

Attachments

cc (email only): BC Hydro bchydroregulatorygroup@bchydro.com

FortisBC Energy Inc. (FEI or the Company) Tariff Supplement L-3 to Rate Schedule 46 LNG Sales and Dispensing Service between BC Hydro and FEI (Application)	Submission Date: October 9, 2026
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A. LNG SERVICE AND TRANSPORTATION AGREEMENTS

1.0 Reference: LNG SERVICE AND TRANSPORTATION AGREEMENTS

Exhibit B-1 (Application), pp 1-3; Appendix A, p. 1; Appendix D, p. TA-46.1

Interaction of Liquefied Natural Gas (LNG) Service and Transportation Agreements

On pages 1 and 2 of the FortisBC Energy Inc. (FEI) application for approval of Tariff Supplement No. L-3 to Rate Schedule 46 Liquefied Natural Gas Sales and Dispensing Service between British Columbia Hydro and Power Authority (BC Hydro) and FEI (Application), FEI states:

FEI and BC Hydro have entered into a delivery and displacement arrangement to provide the requested winter peaking firm gas service to the Island Generation Plant. This arrangement is comprised of the following agreements pursuant to FEI's approved tariffs:

- a Transportation Agreement for RS 22, commencing November 1, 2026 (RS 22 Transportation Agreement), under which FEI will provide gas transportation service to the Island Generation Plant, attached as Appendix B;
- a Liquefied Natural Gas and Renewable Natural Gas and Dispensing Service Agreement under RS 46, commencing November 1, 2026 (RS 46 LNG Agreement), under which FEI will provide LNG service from the Mt. Hayes LNG facility, attached as Appendix C; and
- a Transportation Agreement for Rate Schedule 46 commencing November 1, 2026 (RS 46 Transportation Agreement), as BC Hydro will be providing its own gas for its LNG service, attached as Appendix D.

Tariff Supplement No. L-3 modifies the standard terms and conditions of the RS 46 LNG Agreement, to allow FEI to provide BC Hydro with LNG from the Mt. Hayes LNG facility by regasifying and injecting it into FEI's gas system on Vancouver Island.

On page 3 of the Application, FEI states:

FEI will dispense LNG from the Mt. Hayes LNG facility when BC Hydro elects to run the Island Generation Plant and when there is otherwise insufficient capacity to deliver gas to the Island Generation Plant under the RS 22 Transportation Agreement.

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1.1 Please provide FEI's preferred approach (e.g., interim approvals) should a final decision on the Application not be issued by the November 1, 2026, effective date of Tariff Supplement No. L-3.

Response:

If the BCUC is unable to issue a final decision on the Application by November 1, 2026, FEI requests that the BCUC issue interim approval of Tariff Supplement No. L-3 on a non-refundable basis, pursuant to section 89 of the *Utilities Commission Act* (UCA), effective November 1, 2026. Please refer to Attachment 1.1 of this response for a draft order for interim approval of the Application.

FEI requests interim approval effective November 1, 2026, to meet BC Hydro's request for service beginning November 1, 2026. Without interim approval, FEI will not be able to provide service to BC Hydro should it be needed for BC Hydro to reliably serve its customers on Vancouver Island.

The interim approval should be on a non-refundable basis because, once approved on an interim basis, FEI will need to be ready to provide regasified LNG, per the agreements, and must provide the service to BC Hydro upon request. Consequently, given the nature of the service, BC Hydro should be required to pay the Contract Demand for each month service is available on a non-refundable basis until such time as the BCUC issues a final decision on the Application.

1.2 Please specify and explain how each of: Tariff Supplement No. L-3, RS 22 Transportation Agreement, RS 46 LNG Service Agreement and RS 46 Transportation Agreement, provided as Appendices A, B, C and D to the Application respectively, allow for:

- (i) Transportation of BC Hydro supplied gas from the Huntingdon interconnection delivery point to the Mt. Hayes LNG facility;
- (ii) Regasification of LNG at Mt. Hayes and injection into the FEI system;
- (iii) Transportation of regasified LNG from Mt. Hayes to the Island Generation Plant; and
- (iv) Transportation and delivery of natural gas to the Island Generation Plant outside of winter peak periods.

Response:

The RS 46 and RS 22 agreements work together to allow FEI to provide firm service to BC Hydro by using Mt. Hayes as a capacity resource on the Vancouver Island system and receiving gas in

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return at Huntingdon. Specifically, the RS 46 and RS 22 agreements allow for the components of service to BC Hydro as follows, with each described further below:

- i. The RS 46 LNG Service Agreement and the RS 46 Transportation Agreement provide for the transportation of gas from the Huntingdon delivery point to the Mt. Hayes LNG facility for liquefaction.
- ii. RS 46 Tariff Supplement No. L-3 enables the regasification of LNG at Mt. Hayes and reinjection into FEI's distribution system.
- iii. The RS 22 Transportation Agreement enables the transportation of the regasified LNG from Mt. Hayes to the Island Generation Plant.
- iv. The RS 22 Transportation Agreement also enables the transportation and delivery of natural gas to the Island Generation Plant outside of winter peak periods.

To provide the service BC Hydro has requested, FEI is utilizing the Mt. Hayes LNG facility to provide additional supply onto the Vancouver Island system when service is requested by BC Hydro. The RS 46 agreements allow for the supply, delivery, liquefaction, storage and dispensing of LNG at FEI's LNG facilities, including the Mt. Hayes LNG facility. The RS 46 LNG Service Agreement provides for the volume of LNG that FEI will provide to the Island Generation Plant when required, and the RS 46 Transportation Agreement provides for the equal delivery of gas by BC Hydro (via Powerex) to FEI's system. The RS 46 Tariff Supplement No. L-3 allows FEI to regasify the LNG back into natural gas and dispense it into the Vancouver Island pipeline system, instead of dispensing it as a liquid.

Collectively, the RS 46 LNG Service Agreement, the RS 46 Transportation Agreement and the RS 46 Tariff Supplement No. L-3 allow for natural gas to be available for delivery to the Island Generation Plant throughout the winter when FEI may otherwise be capacity constrained on Vancouver Island.

RS 22 is an interruptible rate schedule needed to enable delivery of the regasified LNG from Mt. Hayes to the Island Generation Plant. While RS 22 allows FEI to curtail delivery of the customer's natural gas to their premises, FEI will have no reason to curtail service under RS 22 as the combination of the agreements – including supply into the Vancouver Island system via the Mt. Hayes LNG facility – will allow FEI to provide the service that BC Hydro requires at the Island Generation Plant.

On page 1 of Appendix A to the Application, in Recital D of Tariff Supplement No. L-3, FEI states:

[...]

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D. The RS 22 Transportation Agreement with BC Hydro is for interruptible gas service to the Island Generation Plant located at 4400 Orange Point Rd., Campbell River (Island Generation Plant);

1.3 Please explain whether the interruptible nature of the RS 22 Transportation Agreement may impact FEI's ability to provide firm gas service to the Island Generation Plant during peak winter periods.

1.3.1 If yes, please explain why a firm gas transportation agreement under RS 22 was not reached with BC Hydro to provide winter peaking firm gas service to the Island Generation Plant.

1.3.2 If yes, please explain under what conditions the transportation under the RS 22 Transportation Agreement may be interrupted.

Response:

The interruptible nature of RS 22 itself will not impact FEI's ability to supply firm gas to the Island Generation Plant during peak winter periods. While FEI was not able to provide firm gas transportation service to BC Hydro under RS 22 alone due to pipeline capacity constraints, the combination of the RS 22 and RS 46 agreements operate together to provide the firm service that BC Hydro requested at the Island Generation Plant, as discussed in the response to BCUC IR1 1.2.

On page TA-46.1 of Appendix D to the Application, in Recital B of the RS 46 Transportation Agreement, FEI states:

The Shipper [BC Hydro] has requested that FortisBC Energy arrange for the transportation of Gas on a firm basis through the FortisBC Energy System to the LNG Facilities to be liquefied and dispensed in accordance with Rate Schedule 46 located in British Columbia in accordance with Rate Schedule 46 as set out below and the terms set out herein.

Further on page TA-46.1 of Appendix D to the Application, FEI identifies the Service Address for the RS 46 Transportation Agreement as that of the Island Generation Plant, 4400 Orange Pt. Rd., Campbell River.

1.4 Please confirm, or explain otherwise, that the RS 46 Transportation Agreement is for the transportation of gas from the Huntingdon Interconnection to the Mt. Hayes LNG facility. If confirmed, please explain why the Service Address specified in the agreement is that of the Island Generation Plant.

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1 **Response:**

2 FEI confirms that the RS 46 Transportation Agreement allows for a named Shipper (PowerEx) to
3 request that FEI arrange for the transportation of natural gas from the Huntingdon Interconnection
4 to the Mt. Hayes LNG facility. However, FEI listed the Island Generation Plant as the Service
5 Address as that is the ultimate destination of the natural gas.

6 When a customer takes LNG service at a truck bay at either the Mt. Hayes LNG plant or Tilbury
7 LNG plant, the service address on their RS 46 Agreements will be either the Mt. Hayes or Tilbury
8 plant, as that is where FEI delivers the gas to the customer. However, in the service to BC Hydro,
9 when considering all the agreements in place, including Tariff Supplement No. L-3, the ultimate
10 destination of the natural gas (LNG regasified into natural gas) is the Island Generation Plant in
11 Campbell River. As such, FEI considers the Island Generation Plant to be the appropriate service
12 address.

13

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B. VANCOUVER ISLAND SUPPLY RELIABILITY

2.0 Reference: VANCOUVER ISLAND SUPPLY RELIABILITY

Exhibit B-1, pp. 2-4

Reliability of Supply for Vancouver Island Customers

On pages 2 and 3 of the Application, FEI states:

[...] BC Hydro has requested winter peaking firm service of up to 50 TJ per day for up to 14 days from November through March, for a maximum aggregate volume of 700 TJ per year. As there is insufficient firm transportation capacity to the Island Generation Plant to meet this need, FEI will use the Mt. Hayes LNG facility on Vancouver Island to regasify LNG, inject it into the gas system and deliver it to the Island Generation Plant as required.

[...]

This arrangement is feasible for a maximum aggregate volume of 700 TJ per year and up to 50 TJ per day from November through March as required by BC Hydro over the next 1 to 3 years. It provides reliable generation capability for the Island Generation Plant during peak demand and will provide incremental value for FEI's core customers.

On page 4 of the Application, FEI states:

FEI has determined that this level of service can be provided while meeting the peaking supply needs on Vancouver Island and the Lower Mainland. FEI will continue to optimize its gas supply portfolio to maintain a minimum Mt. Hayes LNG inventory level at the end of each winter season. Operational risk is further mitigated through FEI's existing tariff protections that preserve FEI's ability to restrict service if required to manage system constraints, protect reliability, or respond to actual or anticipated gas supply limitations.

2.1 Please describe the incremental value for FEI's core customers resulting from the arrangement with BC Hydro.

Response:

FEI has redacted a portion of this response that FEI is filing on a confidential basis and requesting be held confidential by the BCUC in perpetuity, pursuant to Section 23 of the BCUC's Rules of Practice and Procedure regarding confidential documents as set out in Order G-192-25.¹ The redacted information contains commercially sensitive information which is the result of commercial negotiations that, if disclosed publicly, could prejudice or influence future negotiations

¹ As amended by Order G-228-25.

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1 between FEI and other counterparties. FEI is unable to foresee a time when the information may
2 no longer be commercially sensitive.

3 The incremental value to FEI's core customers is the revenue from the Contract Demand set out
4 in the RS 46 LNG Service Agreement. This agreement requires that BC Hydro pay for the RS 46
5 Contract Demand of approximately [REDACTED].

6
7
8
9 2.2 Please explain why the firm transportation capacity constraints identified in the
10 preamble do not impact FEI's ability to deliver up to 50 TJ per day of regasified
11 LNG during peak winter months to the Island Generation Plant.

12
13 **Response:**

14 The firm transportation capacity constraint referenced in the preamble does not affect FEI's ability
15 to deliver up to 50 TJ per day of regasified LNG to the Island Generation Plant because the
16 proposed service is structured as a delivery-and-displacement arrangement, rather than as an
17 incremental firm transportation requirement through the constrained portion of FEI's system.

18 When BC Hydro operates the Island Generation Plant and FEI dispenses LNG from the Mt. Hayes
19 LNG facility, BC Hydro will concurrently deliver an equivalent quantity of natural gas to FEI at the
20 Huntingdon interconnection. FEI can use the gas delivered at the Huntingdon interconnection to
21 meet Lower Mainland requirements that, during peak winter conditions, would otherwise be
22 supported through the displacement value created by Mt. Hayes LNG send-out on Vancouver
23 Island. In this manner, Mt. Hayes LNG is delivered locally on Vancouver Island while BC Hydro's
24 supply is delivered at Huntingdon, replacing the corresponding gas requirement on FEI's system
25 in the Lower Mainland. The arrangement, therefore, does not create an incremental net peak-day
26 gas supply requirement for FEI or reduce the peaking supply available to serve FEI's customers
27 on Vancouver Island or in the Lower Mainland.

28 Given the narrow scope and short-term nature of the arrangement, FEI is confident that it can
29 provide the required service to BC Hydro while managing any operational risk. FEI's review of the
30 service included examining LNG use during the coldest winter periods to ensure that gas supply
31 resources are sufficient to meet demand and maintain operating practices at the Mt. Hayes LNG
32 facility, consistent with historical inventory-management levels and practices. This includes
33 monitoring LNG inventory, forecast demand, weather, system conditions and expected BC Hydro
34 nominations throughout the winter period, and adjusting portfolio resources and Mt. Hayes
35 operations as required to preserve the peaking capability needed for Vancouver Island customers.

36 Service will be available to BC Hydro only from November 1 to March 31, is capped at 50 TJ per
37 day and 700 TJ in aggregate per contract year, and has an initial one-year term with an option for
38 a two-year extension. In addition, the service remains subject to the limitations, curtailment rights

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and operational protections in RS 22 and RS 46 and FEI's General Terms and Conditions. If actual or anticipated system conditions, gas supply limitations or customer requirements make continued service unavailable, FEI retains the ability to restrict or curtail service to BC Hydro as necessary to protect system reliability and service to FEI's customers.

Collectively, defined service limits and tariff protections provide FEI with effective mechanisms to monitor and mitigate operational risk and maintain reliable service to its customers.

2.3 Please discuss any risks to the reliability of FEI's service for Vancouver Island customers resulting from the supply of 50 TJ per day to the Island Generation Plant during peak winter periods and explain how FEI intends to monitor and mitigate these risks.

Response:

Please refer to the response to BCUC IR1 2.2.

2.4 Please describe the existing tariff protections that preserve FEI's ability to restrict service if required to manage system constraints, protect reliability or respond to gas supply limitations. In the response, please identify the conditions under which the tariff protections may be utilized and to what customers service may be restricted.

Response:

As discussed in the response to BCUC IR1 2.2, FEI is confident that it can provide service to BC Hydro without negatively impacting customers on Vancouver Island during the term of the agreements; however, FEI can rely on tariff protections that preserve its ability to restrict service, if required, as outlined in Section 6.2 – Curtailment of Dispensing Service of RS 46, and Section 13.2 – Right to Restrict of the General Terms and Conditions of FortisBC Energy. These sections allow FEI to curtail service in the event of:

- Force Majeure (RS 46);
- A temporary or permanent shortage of Gas (GT&Cs);
- A breakdown or failure of the supply of Gas (GT&Cs);
- The need to comply with any legal requirements (GT&Cs);

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- The need to make repairs or improvements to any part of FEI's gas distribution, storage or transmission systems (GT&Cs and RS 46); and
- Fire, flood, explosion or other emergency in order to safeguard Persons or property against the possibility of injury or damage (GT&Cs).

In the context of the service provided to BC Hydro, a gas emergency on FEI's system (e.g., mechanical breakdown of the regasification equipment at Mt. Hayes or a break in the pipeline) resulting in a shortage of natural gas on Vancouver Island would be an example of a condition under which the tariff would allow FEI to restrict service to firm customers, including BC Hydro.

Section 6.2 of RS 46 and Section 13.2 of the GT&Cs are reproduced below for reference.

6.2 Curtailment of Dispensing Service – *FortisBC Energy may, for any length of time, curtail under this Rate Schedule by reason of Force Majeure under Section 27, for Periodic Repair by FortisBC Energy under Section 27.7 (Periodic Repair by FortisBC Energy) of this Rate Schedule, and for purposes and reasons under Section 13.2 (Right to Restrict) of the General Terms and Conditions of FortisBC Energy.*

If FortisBC Energy determines that curtailment under this Section is required, FortisBC Energy will curtail in the following manner:

- (a) *Spot LNG Service will be curtailed first.*
- (b) *If further curtailment is required, then Customers that provide written notice to FortisBC Energy that they agree to be curtailed in whole or in part will be curtailed to the extent agreed to in their written notice.*
- (c) *If further curtailment is required, then Short-Term LNG Service will be curtailed before Long-Term LNG Service. Short-Term LNG Service will be curtailed pro-rata based on Contract Demand.*
- (d) *If further curtailment is required, then Long-Term LNG Service with a Contract Term of between five (5) and ten (10) years in duration will be curtailed pro-rata based on Contract Demand.*
- (e) *If further curtailment is required, then Long-Term LNG Service with a Contract Term longer than ten (10) years will be curtailed pro-rata based on Contract Demand.*

In the event that FortisBC Energy is not able to supply LNG by reason of a curtailment under Section 6.2 (Curtailment of Dispensing Service) of this Rate Schedule, the Customer may utilize an alternative fuel until FortisBC Energy is able to resume supply and the Contract Demand shall be adjusted by the amount of alternative fuel utilized. For clarity, the amount of alternative fuel will be converted into energy units comparable to gigajoules of LNG as described in Section 23 of this Rate Schedule.

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13.2 *Right to Restrict*

FortisBC Energy may or may require any of its Customers to, at all times or between specified Hours, discontinue, interrupt or reduce to a specified degree or quantity, the delivery of Gas for any of the following purposes or reasons:

- (a) in the event of a temporary or permanent shortage of Gas, whether actual or perceived by FortisBC Energy;*
- (b) in the event of a breakdown or failure of the supply of Gas to FortisBC Energy or of FortisBC Energy's Gas storage, distribution, or transmission systems;*
- (c) in order to comply with any legal requirements;*
- (d) in order to make repairs or improvements to any part of FortisBC Energy's Gas distribution, storage or transmission systems;*
- (e) in the event of fire, flood, explosion or other emergency in order to safeguard Persons or property against the possibility of injury or damage.*

2.5 Please identify the number of consecutive days that the Mt. Hayes LNG facility could provide 50 TJ per day to the Island Generation Plant without adversely impacting the reliability of service for FEI's Vancouver Island customers.

Response:

For the purpose of this short-term arrangement, FEI confirms that that it can provide 50 TJ per day for 14 consecutive days from the Mt. Hayes LNG facility without adversely impacting the reliability of service to FEI's Vancouver Island customers.

As described in the response to BCUC IR1 2.2, FEI's overall gas supply position will remain balanced under the proposed arrangement. When BC Hydro requests service, it will supply FEI with an equivalent quantity of gas at Huntingdon. FEI will use that gas to meet the system requirements that would otherwise have been supplied by Mt. Hayes, allowing the planned Mt. Hayes send-out to be delivered to the Island Generation Plant.

Accordingly, the proposed service will not adversely impact the reliability of service to FEI's Vancouver Island customers. FEI will continue to monitor LNG inventory, forecast demand, weather, system conditions and anticipated BC Hydro nominations. Further, FEI will optimize its gas supply portfolio and Mt. Hayes operations, and will rely on the applicable limitations, curtailment rights and other operational protections under RS 22, RS 46 and FEI's GT&Cs, as

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1 necessary, to identify and mitigate operational risks and preserve reliable service to FEI's
2 customers.

3

Attachment 1.1



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 Tariff Supplement No. L-3 to Rate Schedule 46
Liquefied Natural Gas and Renewable Natural Gas Sales, Dispensing, and Transportation Service (Bundled Service) or Liquefied Natural Gas Transportation Service Only between British Columbia Hydro and Power Authority and FortisBC Energy Inc.

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 August 28, FortisBC Energy Inc. (FEI) filed an application with the British Columbia Utilities Commission (BCUC) seeking approval, pursuant to sections 59 to 61 of the *Utilities Commission Act* (UCA), of an agreement between British Columbia Hydro and Power Authority (BC Hydro) and FEI dated August 6, 2026 (FEI-BC Hydro Agreement) as Tariff Supplement No. L-3 on a permanent basis, effective November 1, 2026 (Application);
- B. Tariff Supplement No. L-3 modifies terms in Rate Schedule 46 – Liquefied Natural Gas and Renewable Natural Gas Sales, Dispensing and Transportation Service (Bundled Service) or Liquefied Natural Gas Transportation Service Only (RS 46);
- C. By Order G-206-26, the BCUC established a regulatory timetable for the review of the Application including one round of information requests (IR) from the BCUC, and on October 9, 2026, FEI filed its responses to BCUC IR No. 1, amending its approval sought to include approval on an interim basis if the BCUC is unable to issue its final determination prior to November 1, 2026; and
- D. The BCUC has reviewed the Application and considers the following determinations are warranted.

NOW THEREFORE pursuant to sections 59 to 61 and 89 of the UCA, the BCUC orders as follows:

1. The FEI-BC Hydro Agreement is approved as Tariff Supplement No. L-3 to RS 46 on an interim basis effective November 1, 2026, pending the BCUC's final determination on the Application.
2. The tariff supplement pages, as set out in the Application, are accepted for filing on an interim basis effective November 1, 2026.

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