



NEW BRUNSWICK
ENERGY & UTILITIES BOARD

COMMISSION DE L'ÉNERGIE ET DES SERVICES PUBLICS
NOUVEAU-BRUNSWICK

ORDONNANCE

EN L'AFFAIRE CONCERNANT une demande de Liberty Utilities (Gaz Nouveau-Brunswick) LP pour l'approbation de ses états financiers réglementaires de 2022, pour l'approbation de la modification de ses tarifs de distribution à compter du 1er septembre 2024, pour l'approbation d'un ajustement de normalisation météorologique, les montants liés au compte d'écart des frais SEUF, les montants liés au compte d'écart d'ajustement des besoins en revenus de Liberty, ainsi que l'approbation de l'utilisation de ce compte d'écart pour l'année d'essai 2024.

(Instance n° 551)

Le 6 janvier 2025

Ordonnance

ATTENDU QUE par ordonnance datée du 31 décembre 2024, la Commission a approuvé certains tarifs pour Liberty, tels que détaillés dans l'annexe jointe à ladite ordonnance;

ET ATTENDU QUE Liberty, par correspondance datée du 6 janvier 2025, a informé d'une erreur typographique dans le barème tarifaire proposé soumis dans le cadre de son dépôt de conformité. Plus précisément, que les frais mensuels de livraison de distribution (frais de demande contractuelle) pour la catégorie tarifaire service général à contrat industriel affichaient incorrectement "27,50" par gigajoule de demande contractuelle au lieu de "25,50";

ET ATTENDU QU'UN examen de la preuve de revenus (2022-2024), soumise dans le cadre du dépôt de conformité de Liberty, confirme l'erreur typographique;

ET ATTENDU QUE la Commission a examiné la documentation et conclut que le barème tarifaire de Liberty devrait être corrigé pour remédier à l'erreur existante et que les tarifs reflétés dans le barème tarifaire ci-joint sont justes et raisonnables;

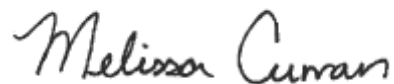
ET ATTENDU QUE la Commission conclut que, étant donné que les clients concernés de Liberty devraient être indemnisés pour les frais mensuels de livraison de distribution (frais de demande contractuelle) involontairement inexacts pour ses clients de la catégorie service général à contrat industriel qui étaient en vigueur du 1er janvier 2025 à la date de la présente ordonnance;

À CES CAUSES, IL EST ORDONNÉ COMME SUIT :

1. La Commission modifie son ordonnance du 31 décembre 2024 et les tarifs, tels qu'énoncés dans le barème ci-joint en annexe A, entreront en vigueur le 6 janvier 2025; et
2. Liberty indemnisera tous les clients concernés de la catégorie tarifaire Service général contractuel industriel en créditant immédiatement leur compte client d'un montant égal à la différence entre le tarif prévu de 25,50 \$ par gigajoule de demande contractuelle et le tarif de 27,50 \$ par gigajoule de demande contractuelle précédemment en vigueur du 1er janvier 2025 à la date de la présente ordonnance.

Fait à Saint John, au Nouveau-Brunswick, ce 6^e jour de janvier 2025

PAR LA COMMISSION

A handwritten signature in black ink that reads "Melissa Curran". The signature is written in a cursive style with a large, prominent 'M' and 'C'.

Melissa Curran
Greffière en chef adjointe



Schedule 6.1 – Rate Schedules 2024

January 6, 2025

RATE CLASS**SGS****SMALL GENERAL SERVICE****Applicability**

Small General Service (SGS) Rate is applied to any Applicant using Liberty's Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter. Service under this Rate Schedule is limited to the following:

- Dwellings: a private suite of rooms used for living purposes in which the occupants have access to all rooms
- Dwelling out buildings
- Individually gas metered, self-contained dwelling units within an apartment building.

RATE	
Monthly Distribution Customer Charge:	
\$ per billing month	22.50
Monthly Distribution Delivery Charge:	
For all volumes delivered per billing month (\$ per GJ)	11.2378

The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

Minimum Monthly Charge:

The minimum monthly charge shall be the Monthly Distribution Customer Charge.

Minimum Annual Charge:

None.

Term of Service:

One year with automatic annual renewal unless the Applicant notifies Liberty not less than 30 days prior to the annual roll over date and not more than 180 days prior to such date that service is to be discontinued.



Terms and Conditions of Service:

The provisions of Liberty's Handbook of Rates and Distribution Services and the applicable Distribution Service Agreement apply to service under this Rate Schedule.

Effective Date:

To apply to all bills rendered for natural gas delivered on and after January 1, 2025.



RATE CLASS**MGS****MID-GENERAL SERVICE****Applicability**

Mid-General Service (MGS) Rate is applied to any Applicant using Liberty's Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter. Service under this Rate Schedule is limited to non-SGS eligible Applicants with consumption less than 250 GJs per month.

RATE	
Monthly Distribution Customer Charge:	
For Customers with maximum consumption up to 60 GJs per month (\$ per month)	22.50
For Customers with maximum consumption greater than 60 GJs per month (\$ per month)	52.50
Monthly Distribution Delivery Charge:	
For the first 100 GJs delivered per billing month (\$ per GJ)	11.1155
For volumes delivered in excess of 100 GJs per billing month (\$ per GJ)	8.2451

The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

Minimum Monthly Charge:

The minimum monthly charge shall be the Monthly Distribution Customer Charge.

Minimum Annual Charge:

None.

Term of Service:

One year with automatic annual renewal unless the Applicant notifies Liberty not less than 30 days prior to the annual roll over date and not more than 180 days prior to such date that service is to be discontinued.



Terms and Conditions of Service:

The provisions of Liberty's Handbook of Rates and Distribution Services and the applicable Distribution Service Agreement apply to service under this Rate Schedule.

Effective Date:

To apply to all bills rendered for natural gas delivered on and after January 1, 2025.



RATE CLASS**LGS****LARGE GENERAL SERVICE****Applicability**

Large General Service Rate is applied to any Applicant using Liberty's Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter. Service under this Rate Schedule is limited to Applicants with a maximum consumption of 250 GJs or greater per month.

RATE	
Monthly Distribution Customer Charge:	
For Customers with maximum consumption up to 650 GJs per month (\$ per month)	295.00
For Customers with maximum consumption greater than 650 GJs per month (\$ per month)	395.00
Monthly Distribution Delivery Charge:	
For the first 250 GJs delivered per billing month (\$ per GJ)	7.8120
For volumes delivered in excess of 250 GJs per billing month (\$ per GJ)	
- between September 1 and April 30	6.5650
- between May 1 and August 31	2.4689

The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

Minimum Monthly Charge:

The minimum monthly charge shall be the Monthly Distribution Customer Charge.

Minimum Annual Charge:

The minimum annual charge will be imposed in the event the Applicant does not consume the qualifying maximum monthly consumption specified in the applicability criteria for the Large General Service class. The Customer will be charged the difference between the actual annual distribution charges (customer or demand and delivery) billed and the amount that would have been billed under the Mid-General Service class, plus 5%.



Term of Service:

One year with automatic annual renewal unless the Applicant notifies Liberty not less than 30 days prior to the annual roll over date and not more than 180 days prior to such date that service is to be discontinued.

Terms and Conditions of Service:

The provisions of Liberty's Handbook of Rates and Distribution Services and the applicable Distribution Service Agreement apply to service under this Rate Schedule.

Effective Date:

To apply to all bills rendered for natural gas delivered on and after January 1, 2025.



RATE CLASS**CGS****CONTRACT GENERAL SERVICE****Applicability**

Contract General Service (CGS) Rate is applied to any Applicant using Liberty's Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter. Service under this Rate Schedule is limited to Applicants with a maximum consumption of at least 1,000 GJs per month and less than 10,000 GJs per month who enter into a Distribution Service Agreement with Liberty for a Contract Demand of not less than 36 GJs per day.

RATE	
Monthly Distribution Delivery Charge:	
Contract Demand Charge per GJ of Contract Demand (\$ per GJ)	19.89
For volumes delivered (\$ per GJ)	
- between September 1 and April 30	5.8559
- between May 1 and August 31	1.9625

The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

Billing Demand:

The Billing Demand shall be the Contract Demand. However, in the event that any Applicant exceeds such Contract Demand during any contract year, Applicant's actual maximum daily demand shall be the Billing Demand for the entire applicable contract year. The Applicant will be charged, and shall pay, accordingly for both prospective use and for use since the beginning of the then current contract term. Authorized Overrun will not institute application of this ratchet provision.

Minimum Monthly Charge:

The minimum monthly charge shall be the Monthly Distribution Delivery Demand Charge.

Minimum Annual Charge:

None.



Term of Service:

One year with automatic annual renewal unless the Applicant notifies Liberty not less than 30 days prior to the annual roll over date and not more than 180 days prior to such date that service is to be discontinued.

Terms and Conditions of Service:

The provisions of Liberty's Handbook of Rates and Distribution Services and the applicable Distribution Service Agreement apply to service under this Rate Schedule.

Effective Date:

To apply to all bills rendered for natural gas delivered on and after January 1, 2025.

Special Metering Provision:

For Applicants taking service under this Rate Schedule, Liberty shall install metering and communication devices, which will provide Liberty with hourly and daily consumption data.



RATE CLASS**ICGS****INDUSTRIAL CONTRACT GENERAL SERVICE****Applicability**

Industrial Contract General Service (ICGS) Rate is applied to any Applicant using Liberty's Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter. Service under this Rate Schedule is limited to Applicants with a maximum consumption of at least 10,000 GJs per month who enter into a Distribution Service Agreement with Liberty for a Contract Demand of not less than 360 GJs per day.

RATE	
Monthly Distribution Customer Charge:	
\$ per billing month	3,500.00
Monthly Distribution Delivery Charge:	
Contract Demand Charge per GJ of Contract Demand (\$ per GJ)	25.50
For volumes delivered (\$ per GJ)	
- between September 1 and April 30	1.6575
- between May 1 and August 31	0.9690

The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

Billing Demand:

The Billing Demand shall be the Contract Demand. However, in the event that any Applicant exceeds such Contract Demand during any contract year, Applicant's actual maximum daily demand shall be the Billing Demand for the entire applicable contract year. The Applicant will be charged, and shall pay, accordingly for both prospective use and for use since the beginning of the then current contract term. Authorized Overrun will not institute application of this ratchet provision.

Minimum Monthly Charge:

The minimum monthly charge shall be the Monthly Distribution Delivery Demand Charge and Monthly Distribution Customer Charge.



Minimum Annual Charge:

None.

Term of Service:

One year with automatic annual renewal unless the Applicant notifies Liberty not less than 30 days prior to the annual roll over date and not more than 180 days prior to such date that service is to be discontinued.

Terms and Conditions of Service:

The provisions of Liberty's Handbook of Rates and Distribution Services and the applicable Distribution Service Agreement apply to service under this Rate Schedule.

Effective Date:

To apply to all bills rendered for natural gas delivered on and after January 1, 2025.

Special Metering Provision:

For Applicants taking service under this Rate Schedule, Liberty shall install metering and communication devices, which will provide Liberty with hourly and daily consumption data.



RATE CLASS

LRR

Load Retention Rate

Applicability

This rate shall be granted only in circumstances where it can be shown that:

- The customer's option to use an alternate supply of energy other than natural gas is both technically, economically feasible and probable.
- Retaining the customer's load, at the price offered by this rate, is better for the natural gas distribution system including the utility than losing the customer load in question.
- The revenue from service to a customer under this rate shall be greater than the applicable incremental cost to serve such customer and shall make a significant positive contribution to fixed costs.
- This rate shall be available only to customers whose natural gas needs have been supplied by Liberty for at least two consecutive years at the time of the request. It is not available for new customers.
- This rate is available to customers in the ICGS rate class only.

Joint Application:

Step 1: Customer must apply in writing and provide all relevant details as required by Liberty to the satisfaction of Liberty. Relevant details to be provided to Liberty should include but not be limited to:

- Details of location/accounts.
- Detailed and verifiable written information on alternative energy offers:
 - Pricing of energy source
 - Pricing term
 - Pricing/market benchmark used for offer Pricing/costs of delivery for energy source
 - Additional details and exclusions/exceptions
- Detailed and verifiable information on conversion costs:
 - Equipment costs
 - New equipment
 - Conversion equipment
 - Metering or measurement costs
 - Materials costs
 - Above or underground piping



- Attachment requirements
 - Installation costs
 - Labour
 - Down time
- Detailed and verifiable information on load profiles for energy offers:
 - Annual or seasonal maximums or minimums
 - Delivery constraints or requirements
- Detailed and verifiable savings and payback projections in electronic format

Step 2: Liberty analyzes offers and information provided by customer in Step 1 and compares to the total price of natural gas equivalent for the customer's rate class.

Step 3: If Liberty determines at its sole discretion that a reasonable case has been made and the natural gas distribution system would benefit from a retention rate for this particular case and customer, Liberty will prepare a summary document to be submitted to the Board as a joint application with the customer with some of the particulars shared in Steps 1 and 2. Summary to include:

- Customer information
- Customer affidavit relating to intentions
- Actual annual distribution revenue for the last two years.
- Proposed fuel replacement
- Verified annual savings VS natural gas equivalent
- Verified conversion payback analysis
- Proposed new retention rate to counter the benefit of the verified analysis (no greater than a 5% discount over the proposed alternate fuel proposal)
- Forecast lost annual distribution revenue if customer leaves system (GJ X Approved rate)
- Forecast lost annual distribution revenue if customer stays with proposed retention rate (GJ X (Approved – Proposed rate))
- Forecast annual distribution revenue with proposed rate (GJ X Proposed Rate)
- Forecast distribution revenue lost for current calendar year
- Positive contribution to system calculation (GJ X (Load retention rate - cost to serve Rate) > \$0)
- Request for approval to approve the proposed retention rate

Costs for this application to be borne by Liberty.

Step 4: Board would normally consider details of the joint application of Liberty and the customer in a written proceeding on an expedited basis.



Step 5: Approval would allow Liberty to adjust the rate for the customer and begin billing at the billing cycle indicated by the Board. Liberty Billing has determined that an appropriate billing system identifier/label for the customer can be done. The new approved volumetric rate will replace the currently approved rate on the monthly bill in the appropriate Distribution Charge line.

Application by a Customer:

If Liberty does not determine at its sole discretion that a reasonable case has been made for a load retention rate to be prescribed, the customer can provide evidence described in Steps 1 and 2 directly to the Board for review and consideration. Costs to be borne by the customer if the application is unsuccessful. Liberty to participate in process. Board to review and consider evidence, then may provide direction to Liberty for reconsideration. If customer applies to Board directly, a full hearing may be required, no timing for decision to be provided.

Effective Date:

A load retention rate shall apply to the customer as of the next billing cycle following the Board's approval.



RATE CLASS

LICS

Large Industrial Contract Service

Applicability

Large Industrial Contract Service (LICS) Rate is applied to any applicant that meets the requirements of this rate schedule and was not connected to Liberty's Distribution System at the time of becoming an LICS customer. Service under this Rate Schedule is limited to Applicants with a minimum annual consumption of at least 600,000 GJs per year who enter into a Distribution Service Agreement with Liberty and can comply with the required conditions noted below.

A precondition of gas distribution service under this Rate Schedule is the demonstration to the satisfaction of Liberty that the Applicant has the ability to consume at least 600,000 GJs per year of natural gas from Liberty with verification by Liberty at the Applicant's Terminal Location to be served with natural gas by Liberty based on: (a) the Applicant's installed natural gas consuming facilities; and/or (b) the Applicant's current level of production. Liberty will also require the Applicant to demonstrate and document any unique circumstances such as competitive energy alternatives that would make the Applicant's use of natural gas uneconomic under any other rate schedule currently offered by Liberty.

Specific rates under this rate class will be negotiated on an individual customer basis between the Maximum and Minimum Rates stated below due to the uniqueness of the Applicants qualifying for this service and the facilities required to serve them. As a result, each specific customer site eligible for service under this Rate Schedule will have a different rate based on the specific circumstances of that Applicant and the negotiated rate will be specified in a Confidential Attachment for each Applicant.

Maximum Rate:

The Maximum Rate for all gas deliveries by Liberty to the Applicant under this Rate Schedule will be equal to the Industrial Contract General Service (ICGS) rate then in effect. When the Applicant can demonstrate to Liberty and requests that a rate lower than the Maximum Rate is necessary because of the unique circumstances of the Applicant and facilities required to serve them, Liberty may charge a rate lower than the Maximum Rate for all gas deliveries as stated in the Confidential Attachment for each Customer served under this Rate Schedule.



Minimum Rate:

The Minimum Rate shall not be less than the incremental costs of providing gas service hereunder plus a contribution to Liberty's total fixed costs. The specific incremental costs to serve each Applicant under this Rate Schedule shall be determined as a prerequisite to the establishment of the negotiated rate for each Applicant.

The negotiated rate stated in each Confidential Attachment shall be subject to adjustments that reflect all taxes including HST.

Minimum Annual Charge:

The Minimum Annual Charge shall be as stated in the Confidential Attachment for each customer served under this Rate Schedule. The total amount of the Minimum Annual Charges computed over the initial term of the definitive agreement between each customer and Liberty shall not be less than the incremental costs of providing gas service to the customer plus a contribution to Liberty's total fixed costs. In the initial year, the minimum annual charge will be prorated based on the throughput corresponding to the number of months the customer is attached to the distribution system.

Terms and Conditions of Service:

The specific terms and conditions of service will be negotiated, due to the uniqueness of the Applicants qualifying for service under this Rate Schedule and the facilities required to serve them. As a result, each specific customer site eligible under this Rate Schedule may have different terms and conditions of service, based on the specific circumstances of that customer. To the extent they are not inconsistent with agreed specific terms and conditions of service, the provisions of Liberty's Handbook of Rates and Distribution Services and the applicable Distribution Service Agreement apply to service under this Rate Schedule. As a specific condition of service under this Rate Schedule, a Contract Demand (CD) level stated in GJs/day shall be established for each Applicant for operational purposes.

Effective Date:

As per the Confidential Attachment for each customer served under this Rate Schedule.

Special Metering Provision:

For Applicants taking service under this Rate Schedule, Liberty shall install metering and communication devices, which will provide Liberty with hourly and daily consumption data.



RATE CLASS**OPS****OFF-PEAK SERVICE****Applicability**

Off-Peak Service (OPS) Rate is applied to any Applicant using Liberty's Distribution System to have a supply of natural gas delivered to a single Terminal Location served through one meter for the months of April through November.

	RATE
Monthly Distribution Customer Charge: \$ per billing month	50.00
Monthly Distribution Delivery Charge: For the volumes delivered per billing month (\$ per GJ)	5.6244

The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

Minimum Monthly Charge:

The minimum monthly charge shall be the Monthly Distribution Customer Charge.

Minimum Annual Charge:

None.

Seasonal Overrun Charge:

Any volume of natural gas consumed during the months of December through March inclusively will be subject to a Seasonal Overrun Charge of \$10 per GJ in addition to the rates applicable to this service.

Term of Service:

One year with automatic annual renewal unless the Applicant notifies Liberty not less than 30 days prior to the annual roll over date and not more than 180 days prior to such date that service is to be discontinued.



Terms and Conditions of Service:

The provisions of Liberty's Handbook of Rates and Distribution Services and the applicable Distribution Service Agreement apply to service under this Rate Schedule.

Effective Date:

To apply to all bills rendered for natural gas delivered on and after January 1, 2025.



RATE CLASS

AGENT BILLING AND COLLECTION

Applicability

Agent Billing and Collection Rates are available to any Service Provider using Liberty's billing and/or collection services.

RATE	
Monthly Agent Billing and Collection Charge:	
Payable by Service Provider for each SGS Customer (\$ per bill)	1.61
Payable by Service Provider for each MGS Customer (\$ per bill)	2.77
Payable by Service Provider for each LGS Customer (\$ per bill)	6.47
Monthly Agent Billing Charge:	
Payable by Service Provider for each CGS Customer (\$ per bill)	5.31
Payable by Service Provider for each ICGS Customer (\$ per bill)	5.31
Payable by Service Provider for each OPS Customer (\$ per bill)	5.31
Monthly Line Item Billing Charge:	
Any Additional Line Item Charge (\$ per line per bill)	0.95

The rates quoted above shall be subject to adjustments that reflect all taxes including HST.

Terms and Conditions of Service:

Each Service Provider served under this Rate Schedule shall enter into a Collection Service Agreement with Liberty. The provisions of the Collection Service Agreement apply to service under this Rate Schedule.

The Agent Billing and Collection Service includes collection risk, set-up and maintenance functions required to perform billing and collection of the Service Provider's Recurring Charges on Liberty's monthly invoice for Distribution Services.

The Agent Billing Service includes set-up and maintenance functions required to perform billing of the Service Provider's Recurring Charges on Liberty's monthly invoice for Distribution Services. While Liberty will perform some collection functions, Liberty does not take on the Service Provider's collection risk with this service.

The Line Item Billing Service includes set-up and maintenance functions required to perform billing of the Service Provider's Recurring Charge(s) on Liberty's monthly invoice for Distribution Services. While Liberty will perform some collection functions, Liberty does not take on the Service Provider's collection risk with this service.



Effective Date:

To apply to Billing and Collection Services rendered on and after January 1, 2025.

