

FORTISBC INC.

ELECTRIC TARIFF B.C.U.C. NO. 2
FOR SERVICE IN THE WEST KOOTENAY AND OKANAGAN AREAS

TERMS AND CONDITIONS

AND

RATE SCHEDULES

EXPLANATION OF SYMBOLS
APPEARING ON TARIFF PAGES

A - signifies Increase

C - signifies Change

D - signifies Decrease

N - signifies New

O - signifies Omission

R - signifies Reduction

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By: Dennis Swanson
Director, Regulatory Affairs

By: _____
Commission Secretary

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TC1-30

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The Company will furnish electric Service in accordance with the Rate Schedules and these Terms and Conditions filed with and approved by the British Columbia Utilities Commission. Copies are available on the Company's web site or upon request.

The Customer, by taking Service, agrees to abide by the provisions of these Terms and Conditions.

1. DEFINITIONS:

<u>Company</u>	FortisBC Inc.
<u>Customer</u>	A person, partnership, corporation, organization, governmental agency, municipality or other legal entity who accepts, uses or otherwise is the recipient of Service at any one Premises or location, or whose application for Service is accepted by the Company. The Company shall determine whether any entity as defined above receives Service at one or more Premises or locations.
<u>Billing Demand</u>	The Demand used in establishing the Demand portion of billing for Service during a specific billing period.
<u>Contract Demand</u>	The Demand reserved for the Customer by the Company and contracted for by the Customer.
<u>Demand</u>	The rate of delivery of Electricity measured in kilowatts (kW), kilovolt-amperes (kVA), or horsepower (hp) over a given period of time.
<u>Drop Service</u>	The portion of a overhead Service connection extending not more than 30 metres onto the Customer's property and not requiring any intermediate support on the Customer's property.
<u>Electricity</u>	The term used to mean both electric Demand and electric energy unless the context requires otherwise.
<u>Load Factor</u>	The percentage determined by dividing the Customer's average Demand over a specific time period by the Customer's maximum Demand during that period.
<u>Power Factor</u>	The percentage determined by dividing the Customer's Demand measured in kilowatts by the same Demand measured in kilovolt-amperes.

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1. DEFINITIONS: (Cont'd)

<u>Point of Delivery</u>	The first point of connection of the Company's facilities to the Customer's conductors or equipment at a location designated by or satisfactory to the Company, without regard to the location of the Company's metering equipment.
<u>Premises</u>	A dwelling, a building or machinery together with the surrounding land.
<u>Suspension</u>	the physical interruption of the supply of Electricity to the Premises independent of whether or not the Service is terminated.
<u>Transmission Voltage</u>	a nominal potential greater than 35,000 volts measured phase to phase.
<u>Termination</u>	the cessation of the Company's ongoing responsibility with respect to the supply of Service to the Premises independent of whether or not the Service is suspended.
<u>Primary Voltage</u>	a nominal potential of 750 to 35,000 volts measured phase to phase.
<u>Secondary Voltage</u>	a nominal potential of 750 volts or less measured phase to phase.
<u>Service</u>	any Service(s) provided by the Company pursuant to these Terms and Conditions and rate schedules.

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2. APPLICATION FOR SERVICE

2.1 Application for Service

Applications for Service shall be made via the Company's contact center, online at www.fortisbc.com, or by other means acceptable to the Company. Applicants for Service shall pay the connection or other charges required pursuant to these Terms and Conditions and rate schedules, and shall supply all information relating to load, supply requirements and such other matters relating to the Service as the Company may require.

Applicants shall be required to provide information and identification acceptable to the Company.

Applicants may be required to sign an application form for Service. A contractual relationship shall be established by the taking of Service in the absence of an application for Service or a signed application, except where a theft of Service has occurred.

The Company will assist in selecting the rate schedule applicable to the Customer's requirements, but will not be responsible if the most favourable rate is not selected. Changing of rate schedules will be allowed only if a change is deemed to be more appropriate to the Customer's circumstances. One request to change rate schedules will be permitted in any 12-month period. At the Company's option, where the Customer's load characteristics warrant, Customers served under Rate Schedule 20 may be transferred to Rate Schedule 21 or vice versa.

The Company retains the right to reject applications for Service if, in the opinion of the Company:

- (a) conditions other than standard conditions are required by the applicant;
- (b) facilities are not available to provide adequate Service;
- (c) the Customer's facilities are not satisfactory to the Company;
- (d) the applicant or owner or occupant of the Premises has an unpaid account for Service;
- (e) the applicant has provided false or misleading information;
- (f) the applicant is not the owner or occupant of the Premises;
- (g) the Service requested is already supplied to the Premises for another Customer who does not consent to having the Service terminated;
- (h) or if the applicant cannot provide satisfactory security for payment as required by the Company;
- (i) the applicant is in receivership or bankruptcy, or operating under the protection of insolvency legislation and has failed to pay any outstanding bills to the Company;
- (j) the applicant has breached any agreement or terms with the Company; or

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2. APPLICATION FOR SERVICE (Cont'd)

2.1 Application for Service (Cont'd)

If occupancy of a rental Premises is of a transient nature, or if the rental Premises has an unacceptable billing history, the Company may require the Service to be in the name of the owner of the Premises on a continuous basis.

The Company shall not be liable for any loss, injury or damage suffered by any Customer by reason of a refusal to provide Service.

A Customer shall not transfer or assign a Service application or contract without the written consent of the Company.

Applications for Residential Service involving a standard connection of Service should be made via telephone or internet at least ten working days before Service is required.

Applications involving the installation of facilities should be discussed with the local Company representative well in advance of the date that Service is required.

2.2 Term of Service

Unless otherwise specifically provided in these Terms and Conditions, the rate schedules, or in any contract between the Customer and the Company, the term of Service and obligation to pay the charges under the applicable rate schedule for the minimum required term of Service shall commence on the day when the Company's Service is connected to the Customer's installation for the purpose of supplying Electricity, and

- (a) shall be for one year where the connection does not require more than a Drop Service, unless a shorter period is agreed to by the Company; or
- (b) shall be for five years where additional facilities other than those for a Drop Service are required; and
- (c) shall continue thereafter until canceled by written notice of Termination by either party, except that in the case of Customers whose Contract Demand exceeds 200 kVA, 12 months' prior written notice of Termination shall be required and shall be given in such manner that the contract terminates with the last day of a billing period.

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2. APPLICATION FOR SERVICE (Cont'd)

2.3 Security Deposit

If a Customer or applicant cannot establish or maintain credit to the satisfaction of the Company, the Customer or applicant may be required to make a security deposit in the form of cash or an equivalent form of security acceptable to the Company.

Security deposits shall be in the form of cash or equivalent form of security in an amount equal to the Customer's bill for 3 months as estimated by the Company and shall be in addition to any other deposits required.

Failure to pay a security deposit or to provide an equivalent form of security acceptable to the Company may, in the Company's discretion, result in Termination or refusal of Service. FortisBC reserves the right to review and adjust the security deposit required from a Customer at anytime.

The Company shall have the right to apply the security deposit to the Customer's billing account at any time the Customer fails to pay any amounts owed by the Customer. If a Customer's security deposit or equivalent form of security is called upon by the Company towards paying an unpaid account, the Customer must re-establish the security deposit or equivalent form of security before the Company will reconnect or continue Service to the Customer.

Interest shall be paid on all cash security deposits from the date of receipt if held for more than one month in accordance with Clause 11.3. No interest is payable on any unclaimed deposit left with FortisBC after the account for which it is security is closed or on a deposit held by FortisBC in a form other than cash.

Upon application by the Customer a security deposit may be returned if the Customer has paid all billed amounts for each and every account one or before the due date for 12 consecutive months, and has maintained credit to the satisfaction of the Company.

If the Company is unable to locate the Customer to whom a security deposit is payable, FortisBC will take reasonable steps to trace the Customer; but if the security deposit remains unclaimed 7 years after the date on which it first became refundable, the deposit, together with any interest accrued thereon, will be forfeited.

If, in the Company's sole discretion, the deposit is likely to cause undue financial hardship, then bi-monthly account Customers may be permitted to pay the deposit in two equal installments.

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2. APPLICATION FOR SERVICE (Cont'd)

2.4 Connection of Service

The Company will connect a Drop Service to the Customer's Premises after receipt of an application; payment of any applicable charges and deposits; Electrical Inspection Department permit to connect Service; and other permits as may be required by others or by the Company.

For extensions requiring more than a Drop Service, connection will be made under the provisions of the applicable Extension Schedule.

If space for a Drop Service to the Customer's Premises most convenient to the Company is obstructed, the Company will charge the Customer for the additional cost of providing Service.

2.5 Delay in Taking Service

If, with respect to an application to extend its facilities to any Point of Delivery, the Company has reason to believe that Service through that Point of Delivery will not be taken within 30 days after such Service is available, then the Company, in addition to any other payment required, may require payment equivalent to the Company's investment, subject to prior written notification to the affected Customer by the Company. The payment shall be comprised of a monthly charge based on the Company's investment multiplied by 2% to provide for a return on investment, depreciation, taxes and other fixed costs.

2.6 Termination of Service

Customers requesting a Termination of Service shall provide the Company with a minimum of 24 hours notice. If the Customer fails to provide the required notice, the Customer will be held responsible for all applicable charges until 24 hours after the Company has received the required notice.

Customers having a notice of Termination period in their contracts shall provide the Company with a request for Termination of Service in accordance with the notice provision in the contract.

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2. APPLICATION FOR SERVICE (Cont'd)2.7 Reconnection of Service

If a Service is terminated at the Customer's request and the same Customer or spouse, servant or agent of that Customer requests reconnection of that Service within 12 months, the applicant shall pay the reconnection charge plus the total of the minimum charges the Customer would have incurred during the period of the disconnection, if they had not been disconnected. If a Service has been disconnected for over 90 days, or the electrical use within the building has changed substantially, an Electrical Inspection Department permit may be required before reconnection.

3. CONDITIONS OF SERVICE3.1 Point of Delivery

Unless otherwise specifically agreed to, the Point of Delivery is the first point of connection of the Company's facilities to the Customer's conductors or equipment at a location designated by or satisfactory to the Company, without regard to the location of the Company's metering equipment.

The Company, at its option, may supply Commercial Service through one Point of Delivery to two or more adjacent buildings owned and used as a single business function.

The rate schedule for each class of Service named in this tariff is based upon the supply of Service for each Customer through a single Point of Delivery. Additional Service supplied to the same Customer at more than one Point of Delivery shall be permitted only at the discretion of the Company, and shall not be combined but shall be metered and billed separately unless specifically approved by the Company.

3.2 Ownership of Facilities

Subject to any contractual arrangement and, notwithstanding the payment of any Customer contribution toward the cost of facilities, the Company shall retain full title to all equipment and facilities installed and maintained by the Company.

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3. CONDITIONS OF SERVICE (Cont'd)3.3 Customer Contributions

The Customer may be required to make a contribution toward the cost of facilities in excess of the charges for installation of new/upgraded Services provided for under Schedule 82 when:

- (a) as provided in the Company's Extension Schedule, Extension of Service is in excess of a Drop Service;
- (b) Service is underground;
- (c) the nature of the Service is such that the revenue derived from the minimum billing would be insufficient to cover the cost of Service. A contribution would be required for such Services as fire pumps, sirens or emergency supply where the level of consumption is below that necessary to cover the annual costs;
- (d) space for a Drop Service to the Customer's Premise, most convenient to the Company is obstructed by the Customer's property;
- (e) facilities must be upgraded significantly to meet an increase in the Customer's load.

If a Customer contribution is required and if the Customer does not receive Service within three months of the contribution being received by the Company, and where the delay in taking Service is not attributable to the Customer, the Customer shall receive interest as calculated in Clause 11.3 on such payment.

3.4 Revenue Guarantee Deposit

If the provision of Service by the Company to a non-residential Customer will require construction and installation costs by the Company of more than \$5,000 per Customer supplied, each such Customer shall provide a revenue guarantee deposit, as assurance that the Company will receive sufficient revenue to recover the installation costs of the facilities.

The Company will repay 20 per cent of the revenue guarantee to the Customer at the end of each year of Service, for a period of five years, provided that the Customer's bills are paid in full at the time the refund is due. Interest will be paid on refunds as calculated in Clause 11.3.

If the contract for Service is terminated prior to five years from the date of installation, any balance of the revenue guarantee remaining shall belong to the Company absolutely as part of the consideration for the Company installing Service.

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3. CONDITIONS OF SERVICE (Cont'd)3.5 Voltages Supplied

The Company will supply nominal 60 cycle alternating electric current to the Point of Delivery at the available phase and voltage.

Before wiring Premises or purchasing any electrical equipment, the Customer should consult with the Company to ascertain what type of Service may be available at the requested location. The Customer should present a description of the load to be connected so that the Company can furnish information regarding voltage and phase characteristics available at the Point of Delivery.

The Company will not supply transformation from one Secondary Voltage to another Secondary Voltage.

The Company reserves the right to determine the voltage of the Service connection.

Nominal Standard Secondary Voltage from Pole-Mounted Transformers

- Single phase: (i) 120/240 volts, 3 wire, maximum 600 amperes.
- Three phase: (i) 120/208 volts, 4 wire, 300 kVA maximum transformation capacity.
- (ii) 347/600 volts, 4 wire, maximum 300 kVA transformation capacity.

Nominal Standard Secondary Voltage from Pad-Mounted Transformers

- Single phase: (i) 120/240 volts, 3 wire, maximum 600 amperes.
- Three phase: (i) 120/208 volts, 4 wire, maximum 500 kVA transformation capacity.
- (ii) 347/600 volts, 4 wire, maximum 2,500 kVA transformation capacity.

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3. CONDITIONS OF SERVICE (Cont'd)

3.5 Voltages Supplied (Cont'd)

Special Conditions

Special arrangements may be required under the following conditions:

- (a) For Customer loads or supply voltages different from those listed above with pole-mounted and pad-mounted transformer installations, the Customer will be required to supply its own transformers and take Service at the available Primary Voltage.
- (b) Customers initiating an upgrade of existing facilities using non standard Secondary Voltages may be required to upgrade to standard voltages at their own expense.
- (c) Where a Customer has been required to supply its own transformation, transformation discounts will only be applicable if available under the existing rate schedule to which Service is provided to the Customer.

3.6 Customer's Equipment

All Customer owned transformers and equipment used to connect them to the Company's electrical system shall be approved by and installed in a manner satisfactory to the Company.

3.7 Limitation of Use

Service supplied to a Customer shall be for the use of that Customer only and for the purpose applied for, and shall not be remetered, submetered or resold to others except with the written consent of the Company or as provided in the applicable rate schedule.

Single phase motors rated larger than two hp and other equipment with rated capacity greater than 1,650 watts shall not be used on 120 volt circuits, unless otherwise authorized by the Company. Motors of 20 hp or larger shall be equipped with reduced voltage starters or other devices approved by the Company to reduce starting current, unless otherwise authorized by the Company.

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3. CONDITIONS OF SERVICE (Cont'd)3.7 Limitation of Use (Cont'd)Space Heating Specifications

(a) Residential

The maximum capacity of residential heating units to be controlled by one switch or thermostat shall be 6,000 watts. Where applicable, time delay equipment must be installed so that each of the heating units, as required, is energized sequentially at minimum intervals of ten seconds. Heating units shall be connected so as to balance as nearly as possible the current drawn from the circuits at the Point of Delivery.

(b) Industrial Use

The maximum capacity of industrial heating units to be controlled by one switch or thermostat shall be ten kW for single phase and 25 kW for three-phase units.

Water Heating Specifications

The heating units shall be of non-inductive design for a nominal voltage of 240 volts unless otherwise agreed to by the Company, but units of less than 1,650 watts may have a nominal voltage of 120 volts.

Installations may consist of either one or two-unit heaters. In the single unit heater tank, the unit shall be placed to heat the entire tank. In the two-unit heater tank, a "base" unit heater shall be placed to heat the entire tank and a "booster" unit heater placed to heat not more than the top third of the tank. Each unit heater shall be controlled by a separate thermostat and shall not exceed 6,000 watts, except heating units installed in tanks of 350 litres and larger may, at the Company's option, exceed 6,000 watts but shall not exceed 17 watts per litre for either "base" or "booster" unit heater.

Thermostats must be permanently connected so that both heating units cannot operate at the same time except on tanks where the installed capacity does not exceed 6,000 watts.

The Company, may at its expense, install a time switch, carrier current control, or other device to limit the hours of Service to the water heater. The period or periods each day during which Service may be so limited shall not exceed a total of two hours.

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4. TYPE OF SERVICE

4.1 Temporary Service

Where the Company has facilities available, temporary Service may be supplied under any rate schedule applicable to the class of Service required. The basic charge or minimum set forth in that rate schedule shall be applicable to the temporary Service, but in no case shall it be less than one full month. The Customer shall also pay for the cost of the installation and removal of the equipment used to supply the temporary Service as prescribed in Schedule 82.

4.2 Underground Facilities

The Company's Tariff is designed to recover the cost of providing electrical Service from overhead poles and conductors. The Customer applying for underground Service under any Rate Schedule shall be responsible for any added cost and agrees as follows:

- (a) The Company shall own, install and maintain the underground Service line to the Point of Delivery. The Customer shall own, install and maintain the underground Service line beyond the Point of Delivery.
- (b) The underground installation must comply with the Company's underground distribution standards.
- (c) The Company shall not be responsible for any loss or damage beyond the reasonable control of the Company due to the installation, operation or maintenance of the underground circuit.

4.3 Residential Service

Residential Service is intended strictly for residential use. Some minor exceptions as indicated in the following are accepted under this Tariff for reasons of administration and practicality. Where partial commercial use or other use is made of Electricity supplied, refer to Section 4.3.3 or 4.3.4.

Residential Service is normally single phase 120/240 volt, maximum 200 amperes. Three phase residential Service or single phase Service in excess of 200 amperes may be provided under special contract terms requiring the Customer to pay all the additional costs of a larger Service.

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4. TYPE OF SERVICE (Cont'd)4.3 Residential Service (Cont'd)

Residential rates are available for Service as follows:

4.3.1 Single meter residential Premises - exclusive residential use

- (a) individually metered single family residences used exclusively for normal residential and housekeeping requirements;
- (b) any outbuilding located on residential property and supplied through the residential meter;
- (c) residential property where less than three rooms are rented and supply is through the same meter as the residence, (three or more rented rooms will be billed on the Commercial Service rate);
- (d) At the Company's option, multiple family dwellings used exclusively for living quarters and served through one meter. For billing purposes, the kilowatt-hour blocks, basic charge and minimum charge will be increased in proportion to the number of single family living quarters served.

4.3.2 Multiple meter residential Premises - exclusive residential use

- (a) multiple family dwellings such as apartments, condos, duplex, quadruplex, etc., where each separate living quarter is separately metered;
- (b) common use areas in multiple residential dwellings where each single family residence is separately metered;
- (c) individually metered motel units where the owner contracts with the Company for the Service to each unit;
- (d) where a Customer requests and the Company permits a separate Service to an outbuilding related to the Customer's residential occupancy as in 4.3.1 (a) above. The Company may provide the separately metered residential Service if the Customer pays the full cost of the separate Service less any contribution by FortisBC as specified in Schedule 74 towards the separate Service.

Customers with multiple meter residential Premises shall take Service under a single rate, unless otherwise approved by the Company.

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4. TYPE OF SERVICE (Cont'd)4.3.3 Partial commercial use

Where a partial commercial use is carried on in a single metered residential Premises (with or without outbuildings), and if the total connected load of the commercial enterprise is less than 5,000 watts, excluding space heating, the Customer shall be billed under Residential Service rates.

If the total connected load of the commercial enterprise is greater than 5,000 watts, excluding space heating, the account shall be billed at Commercial Service rates.

Where commercial use is carried on in a residential Premises or in an outbuilding to that Premises and the commercial area is separately metered, the commercial area only shall be on a Commercial Service rate. If new buildings are erected or major alterations are made to Premises receiving combined Service, the Customer shall be required to arrange the wiring to provide for separate metering.

4.3.4 Other Use

Where water pumps supply single family residences, the water pumps shall be on the Residential Service rate provided they can be supplied single phase and total 5 HP or less.

4.3.5 Farms

Farm residences and their outbuildings shall qualify for the Residential Service rate provided the farm is assessed for property tax purposes as agricultural land and the Service is used primarily for the production of food or industrial crops on that land. Other use for commercial or non farm purposes shall be billed on the Commercial Service rate.

5. METERING5.1 Installation

The Company shall provide all meters necessary for measuring the Customer's use of the electric Service provided by the Company. The meters shall remain the property of the Company and shall be maintained in accurate operating condition in accordance with the regulations of Measurement Canada.

The Customer may furnish, install and maintain at its expense a meter system to verify the accuracy of the Company's meter system. The Customer's meter system and the manner of its installation shall be approved by the Company.

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5. METERING (Cont'd)5.1 Installation (Cont'd)

Should an accurate meter reading be unavailable due to meter failure, temporary inaccessibility, or any other reason, Electricity delivered to the Customer shall be estimated by the Company from the best available sources and evidence.

The Customer shall exercise all reasonable diligence to protect the Company's meter from damage or defacement and shall be held responsible for any costs of repair or cleaning resulting from defacement or damage.

All connections and disconnections of electric Service and installation and repair of the Company's meter system shall be made only by the Company. All meters shall be sealed by the Company. Breaking the seals or tampering with the meter or meter wiring is unlawful and may be cause for Termination of Service by the Company, and may result in criminal charges for theft of Electricity.

5.2 Location

The Customer shall provide a Service entrance and meter socket location in accordance with Company requirements, and where required a metering equipment enclosure.

The meter socket shall be located on an outside wall and be within 1 m. of the corner nearest the point of supply except, in the case of metering over 300 volts, the meter socket shall be installed on the load side of the Service box and shall be accessible to Company personnel. All sockets must be installed between 1.4 m. and 1.7 m. above final grade to the centre of the meter. Meters shall not be installed in carports, breezeways or similar areas. Any exceptions must be approved by the Company.

Meters shall be installed in places providing safe and reasonable access. Meters shall not be exposed to live steam, corrosive vapours or falling debris. Where the meter is recessed in the wall of a building, sufficient clearance must be provided to permit removal and testing of Company equipment. The full cost of relocating an inaccessible meter shall be borne by the Customer.

5.3 Meter Tests or Adjustments

A Customer may request in writing a test of the accuracy of a meter. The Customer shall deposit an amount as provided in Schedule 80 and the Company shall remove the meter within 10 days and apply to the authorized authority to have the meter tested. If the meter fails to meet any of the applicable laws and regulations, the deposit shall be refunded to the Customer. If the meter is found to satisfy the applicable laws and regulations, the Customer shall forfeit the deposit.

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5. METERING (Cont'd)5.3 Meter Tests or Adjustments (Cont'd)

If after testing the meter is found not to be registering within the limits allowed by Measurement Canada, bills will be adjusted as prescribed in the applicable laws and regulations. If a refund is necessary, it shall be calculated in accordance with Clause 11.6.

5.4 Metering Selection

Meters will be selected at the Company's discretion and shall be compliant with the regulations of Measurement Canada. The Company at its discretion may change the type of metering equipment.

5.5 Unmetered Service

The Company may permit unmetered Service if it can estimate to its satisfaction the energy used based on the connected load and hours of use. Customers served under this provision must notify the Company immediately of any proposed or actual changes in load or hours of use. The Company, at its discretion, may at any time require the installation of a meter or meters and thereafter bill the Customer on the consumption registered.

6. METER READING AND BILLING6.1 Meter Reading

Meters shall be read at the end of each billing period in accordance with the applicable rate schedule. The interval between consecutive meter readings shall be determined by the Company. An accurate record of all meter readings shall be kept by the Company and shall be the basis for determination of all bills rendered for Service.

For billing purposes, the Company may estimate the Customer's meter reading if, for any reason, the Company does not obtain a meter reading. Where the Customer requests Termination of Service pursuant to Section 2.6, the Company may estimate the final meter reading for final billing.

The term "one month" (unless a calendar month is specified) as used herein and in the rate schedules, normally means the time elapsed between the meter reading date of one calendar month and that of the next. The term "two-month period" as used herein and in the rate schedules, normally means the time elapsed between the meter reading date of one calendar month and the second following calendar month.

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6. METER READING AND BILLING (Cont'd)

6.2 Proration of Billing

Bills will be prorated as appropriate under the following conditions:

- (1) For meters normally read every one month where the billing period is less than 21 days or greater than 39 days.
- (2) For meters normally read every two months where the billing period is less than 51 days or greater than 69 days.

6.3 Rates for Electricity

The Customer shall pay for Electricity in accordance with these Terms and Conditions and the Customer's applicable rate schedule, as amended from time to time and accepted for filing by the British Columbia Utilities Commission. If it is found that the Customer has been overcharged, the appropriate refund shall be with interest as calculated in Clause 11.3.

6.4 Sales Tax and Assessments

In addition to payments for Services provided, the Customer shall pay to the Company the amount of any taxes or assessments imposed by any competent taxing authority on any Services provided to the Customer.

6.5 Payment of Accounts

Bills for electric Service are due and payable when rendered. Payments may be made to the Company's collection office, electronically or to authorized collectors.

Customers' accounts not paid by the due date printed on the bill shall be in arrears. Late payment charges may be applied to overdue accounts at the rate specified on the bill and as set out on the applicable rate schedule.

Customers will be advised that their account is in arrears by way of notification on the next billing. If payment is not received, a letter will be mailed to the Customer advising that if payment is not received within ten days of the date of mailing, Service may be suspended without further notice. The Company will make every reasonable effort to contact the Customer by telephone or in person to advise the Customer of the consequences of non-payment, but the account may be disconnected if payment is not received.

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7. LOAD CHANGES AND OPERATION

7.1 Notice by Customer

A Customer shall give to the Company reasonable written notice of any change in its load requirements to permit the Company to determine whether or not it can meet the requirements without changes to its equipment or system.

Notwithstanding any other provision of these Terms and Conditions, the Company shall not be required to supply to any Customer Electricity in excess of that previously agreed to by the Company.

Customers with a Demand component in the rate schedule who wish to change the Contract Demand or the Demand limit, shall submit to the Company a written request subject to the following provisions.

- (a) an increase requested of less than 1,000 kVA shall be submitted not less than three months in advance of the date the increase is intended to become effective; and
- (b) an increase requested in excess of 1,000 kVA but less than 5,000 kVA shall be submitted not less than one year in advance of the date the increase is intended to become effective; and
- (c) an increase requested in excess of 5,000 kVA shall be submitted not less than three years in advance of the date the increase is intended to become effective.
- (d) a decrease requested of up to 10 per cent per year of the existing Contract Demand or Demand limit shall be submitted not less than three months in advance of the date the decrease is intended to become effective. Customers with a Contract Demand in excess of 500 kVA shall provide the Company by January 31 of each year their best estimate of their annual Electricity requirements to allow the Company to forecast future load on its facilities.

If the Company approves the request in writing, the Contract Demand or the Demand limit may be changed either by amendment to the Customer's contract or by the parties executing a new contract. The Company shall not be required to approve any requested change in the Contract Demand or the Demand limit.

7.2 Changes to Facilities

The Customer may be required to pay for the cost of any alterations to the Company's facilities necessary to provide the Customer's increased load. If any increase in load, Contract Demand or Demand limit, approved by the Company, requires it to add to its existing facilities for the purpose of complying with the Customer's request, the approved increase shall be subject to payment of a Customer

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7. LOAD CHANGES AND OPERATION (Cont'd)

7.2 Changes to Facilities (Cont'd)

contribution under clause 3.3. The Customer may also be required to provide a revenue guarantee deposit as set out in clause 3.4.

7.3 Responsibility for Damage

A Customer shall be responsible for and pay for all damage caused to the Company's facilities as a result of that Customer increasing its load without the consent of the Company.

The Customer shall indemnify the Company for all costs, damages, or losses arising from the Customer exceeding its Demand limit, including without limiting generality, direct or consequential costs, damages or losses arising from any penalty incurred by the Company for exceeding its Demand limit with its suppliers of Electricity.

7.4 Power Factor

Customers shall regulate their loads to maintain a Power Factor of not less than 90 percent lagging or as otherwise provided for in the applicable rate schedule. If the Power Factor of the Customer's load is less than the minimum required, the Customer's bill may be increased by an adjustment for low Power Factor. The Company may also require the Customer, at its expense, to install Power Factor corrective equipment to maintain the minimum required Power Factor.

The Company may refuse Service for neon, mercury vapour, fluorescent or other types of outdoor lighting or display device which has a Power Factor of less than 90 percent or other detrimental characteristics.

No credit will be given for leading Power Factor.

7.5 Load Fluctuations

The Customer shall operate its motors, apparatus and other electrical equipment in a manner that will not cause sudden fluctuation to the Company's line voltage, or introduce any element into the Company's system which in the Company's opinion disturbs or threatens to disturb its electrical system or the property or Service of any other Customer. Under no circumstances shall the imbalance in current between any two phases be greater than five percent. The Customer shall indemnify the Company against any liability, loss, cost and expense occasioned by the Customer's failure to operate its electrical equipment in compliance with this section.

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8. CONTINUITY OF SERVICE

8.1 Interruptions and Defects in Service

The Company will endeavour to provide a regular and uninterrupted supply of Electricity but it does not guarantee a constant supply of Electricity or the maintenance of unvaried frequency or voltage and shall not be responsible or liable for any loss, injury, damage or expense caused by or resulting from any interruption, Suspension, Termination, failure or defect in the supply of Electricity, whether caused by the negligence of the Company, its servants or agents, or otherwise unless the loss, injury, damage or expense is directly resulting from the willful misconduct of the Company, its servants or agents provided, however, that the Company, its servants and agents are not responsible for any loss of profit, loss of revenues or other economic loss even if the loss is directly resulting from the willful misconduct of the Company, its servants or agents.

All responsibility of the Company for Electricity delivered to the Customer shall cease at the Point of Delivery, and the Customer shall indemnify the Company and save it harmless from all liability, loss and expense caused by or arising out of the taking of Electricity by the Customer.

The expense of any interruption of Service to others, loss of or damage to the property of the Company through misuse or negligence of the Customer, or the cost of necessary repairs or replacement shall be paid to the Company by the Customer.

8.2 Suspension of Service

The Company and the Customer may demand the Suspension of Service whenever necessary to safeguard life or property, or for the purpose of making repairs on or improvements to any of its apparatus, equipment or work. Such reasonable notice of the Suspension as the circumstances permit shall be given.

The Company may suspend Service to the Customer for the failure by the Customer to take remedial action acceptable to the Company, within 15 days of receiving notice from the Company, to correct the breach of any provision of these Terms and Conditions to be observed or performed by the Customer. The Company shall be under no obligation to resume Service until the Customer gives assurances satisfactory to the Company that the breach which resulted in the Suspension shall not recur.

The Company shall have the right to suspend Service to make repairs or improvements to its electrical system and will, whenever practicable, give reasonable notice to the Customer.

The Company shall have the right to suspend or terminate Service at any time without notice whenever the Customer has breached any agreement with the Company, or failed to pay arrears within

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8. CONTINUITY OF SERVICE (Cont'd)8.2 Suspension of Service (Cont'd)

the specified time, fraudulently used the Service, tampered with the Company's equipment, committed similar actions, compromised the Company's Service to other Customers or if ordered by an authorized authority to suspend or terminate such Service. The cause of any Suspension must be corrected, and all applicable charges paid before Service will be resumed. Suspension of Service by the Company shall not operate as a cancellation of any contract with the Company, and shall not relieve any Customer of its obligations under these Terms and Conditions or the applicable rate schedule.

8.3 Termination by Customer

Whenever a Customer wishes to terminate Service from the Company, it shall give the Company timely notice so that arrangements can be made for final meter reading and billing. Until notice of Termination is given, the Customer shall continue to be responsible for all Service supplied unless the Company receives an application for Service from a new Customer for the Premises concerned.

Notice of Termination requirements for contract Customers shall be in accordance with the terms of the contract. If a contract Customer terminates its contract but fails to give the required notice of Termination, the minimum charges for the notice period, as well as any amounts due for Service supplied, shall immediately become due and payable.

9. RIGHTS-OF-WAY AND ACCESS TO FACILITIES9.1 Rights-of-Way

By applying for electric Service, the Customer agrees to grant to the Company such rights-of-way, easements and any applicable permits on, over and under the property of the Customer as may be necessary for the construction, installation, maintenance or removal of facilities.

On request, the Customer at their own expense shall deliver to the Company documents satisfactory to the Company in registrable form granting the rights-of-way, easements and executed permits. The Customer shall at their own expense be responsible for obtaining rights-of-way, easements and any applicable permits on other properties necessary for the Company to provide Service to the Customer.

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9. RIGHTS-OF-WAY AND ACCESS TO FACILITIES (Cont'd)9.1 Rights-of-Way (Cont'd)

Notwithstanding payment by the Customer towards the cost of electrical facilities installed by the Company or that electrical facilities may be affixed to the Customer's property, all electrical facilities installed by the Company up to the Point of Delivery shall remain the property of the Company, and the Company shall have the right to safe and ready access to upgrade, renew, replace or remove any facilities on the Customer's property at any time.

9.2 Access

The Company, through its authorized employees and agents, shall have safe and ready access to its electrical facilities at all reasonable times for the purpose of reading meters and testing, installing, removing, repairing or replacing any equipment which is the property of the Company. If access is restricted, the Company shall be supplied with keys to such locks if requested or, at the Company's option, a key holder box, where such locations are unattended during reasonable times. In no case will the Company accept keys to private residential properties.

If safe and ready access to the Company's electrical facilities is denied or obstructed in any manner, including the presence of animals, and the Customer takes no action to remedy the problem upon being so advised, Service shall be suspended and not reconnected until the problem is corrected.

In cases where the Customer does not provide the Company with safe and ready access to the meter, the Company, may install a remote meter. The Customer will be responsible for the cost (as specified in the Standard Charges) of the remote meter and its installation.

9.3 Exception

Notwithstanding the provisions of Section 9.1 and 9.2, approval of the B.C. Utilities Commission will be required prior to any removal of plant constructed to serve industrial Customers supplied at 60 kV and above

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10. CUSTOMER-OWNED GENERATION**10.1 Parallel Generation Facilities**

The Customer may, at its expense, install, connect and operate its own electrical generating facilities to its electrical circuit in parallel with the Company's electrical system provided that the manner of installation and operation of the facilities is satisfactory to the Company, and the facilities have the capacity to be immediately isolated from the Company's system in the event of disruption of Service from the Company.

Prior to the commencement of installation of any generating facilities, the Customer shall provide to the Company full particulars of the facilities, and the proposed installation, and shall permit the Company to inspect the installation. The Customer at its own expense shall provide approved synchronizing equipment before connecting parallel generating facilities to the Company electrical system.

The Customer's generating facilities shall not be operated in parallel with the Company's electrical system until written approval has been received from the Company. The Customer shall not modify its parallel facilities or the installation in any manner without first obtaining the written approval of the Company.

If at any time the Company's electrical system is adversely affected due to difficulties caused by the Customer's generating facilities, upon oral or written notice being given by the Company to a responsible employee of the Customer, the Customer shall immediately discontinue parallel operation, and the Company may suspend Service until such time as the difficulties have been remedied to the satisfaction of the Company.

The Customer shall be responsible for the proper installation, operation and maintenance of all protective and control equipment necessary to isolate the Customer's generating facilities from the Company's electrical system upon the occurrence of a fault on the Customer's generating facilities or the Company's electrical system. The Customer's protective equipment shall not be modified in any manner and the settings thereto shall not be changed without first obtaining written approval of the Company.

The Customer shall notify the Company in advance each and every time that the Customer's generating facilities are to be connected to or intentionally disconnected from the Company's electrical system.

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10. CUSTOMER-OWNED GENERATION (Cont'd)10.1 Parallel Generation Facilities (Cont'd)

During parallel operation of its generating facilities, the Customer shall cooperate with the Company so as to maintain the voltage and the Power Factor of Electricity at the Point of Delivery within limits agreeable to the Company, and shall take and use Electricity in a manner that does not adversely affect the Company's electrical system.

Notwithstanding any approval given by the Company, parallel operation of the Customer's generating facilities with the Company's electrical system shall be entirely at the risk of the Customer, and the Customer shall indemnify the Company and save it harmless from all injury, damage and loss and all actions, suits, claims, demands and expenses caused by or in any manner arising out of the operation of the Customer's generating facilities.

10.2 Standby Generation

The Customer may, at its expense, install standby generation facilities to provide electrical Service in the event of a disruption of Service from the Company. Standby generation facilities shall be installed so that they remain at all times electrically isolated from the Company's electrical system either directly or indirectly, and shall be installed in such a way that it is not possible for the facilities to operate in parallel with the Company's electrical system.

The Customer's standby electrical generating facilities shall not be operated without the prior inspection and written approval of the Company, and the facilities shall not be modified thereafter without the written approval of the Company.

10.3 Electrical Inspection Authority

The Customer must obtain the approval of the appropriate electrical inspection authority before installation.

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11. GENERAL PROVISIONS

11.1 Notices

Any notice, direction or other instrument shall be deemed to have been received on the following dates:

- (a) if sent by electronic transmission, on the business day next following the date of transmission;
- (b) if delivered, on the business day next following the date of delivery;
- (c) if sent by registered mail, on the fifth business day following its mailing, provided that if there is at the time of mailing or within two days thereafter a mail strike, slowdown, lockout or other labour dispute which might affect delivery, then any notice, direction or other instrument shall only be deemed to be effective if delivered or sent by electronic transmission.

11.2 Conflicts

In case of conflict between these Terms and Conditions and the rate schedules, the provisions of the rate schedules shall prevail. Where there is a conflict between a contract and these Terms and Conditions, the provisions of the contract shall apply.

11.3 Payment of Interest

When interest is to be applied to certain Customer payments as provided in these Terms and Conditions, it shall be calculated as follows:

The Company will pay simple interest at the average prime rate of the principle bank with which the Company conducts its business, commencing with the date the subject funds were received by the Company.

The interest will be remitted to the Customers at the time the deposit or other payments are refunded, or in the case when a deposit or other refundable payment is to be held beyond one year, the interest will be calculated once every 12 months and shall be applied to the Customer's account.

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11. GENERAL PROVISIONS (Cont'd)11.4 Force Majeure

If any Large Commercial Service rate schedule Customer is prevented from taking Electricity, except for emergency purposes, for a period in excess of five calendar days by damage to its works from fire, explosion, the elements, sabotage, act of God or the Queen's enemies, or from insurrection, strike, or difficulties with workmen and invokes force majeure, the Company shall not be bound to make Electricity available during the period of the interruption except for emergency purposes, and commencing on the sixth calendar day of the interruption but for not more than 25 calendar days, the Customer shall, in lieu of the Demand Charge stipulated in the applicable Large Commercial Service rate schedule, pay a reduced Demand Charge for the period of the interruption, commencing on the sixth calendar day of the interruption to a maximum of 25 calendar days, derived from the Demand Charge rate multiplied by the maximum Demand recorded during that period of the interruption. The Customer shall not be entitled to any adjustment in the monthly Demand Charge under this clause unless the Customer informs the Company in writing it is invoking this clause, and the Company will read the meters used for billing purposes at the end of the fifth day of interruption and at the end of the period of interruption. The Customer shall be prompt and diligent in removing the cause of the interruption (by restoring its works or such other action as may be necessary and as soon as the cause of the interruption is removed or ceases to exist the Company shall without delay make Electricity available and the Customer shall take and pay for the same in accordance with this Tariff.

The force majeure provisions of this Clause 11.4 shall not apply in any month in which the Company purchases Electricity from British Columbia Hydro and Power Authority, unless the Company and British Columbia Hydro and Power Authority agree to a force majeure provision, in which case the Customer shall be given relief from the Demand Charge in accordance with that agreement.

11.5 Equal Payment Plan

Upon application, the Company may permit qualifying residential Customers to pay their accounts in equal monthly payments. The payments will be calculated to yield, over a twelve month period, the total estimated amount that would be payable by the Customer calculated by applying the applicable Residential Service rate to the Customer's estimated consumption during the same twelve month period. Customers may make application at any time of the year. All accounts will be reconciled annually or the earlier Termination date, at which time the amounts payable by the Customer to the Company for Electricity actually consumed during the equal payment period will be compared to the sum of equal payments made during the period. Any resulting amount owing by the Customer will be paid to the Company.

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11. GENERAL PROVISIONS (Cont'd)11.5 Equal Payment Plan (Cont'd)

A residential Customer may qualify for the plan provided their account is not in arrears, they have established credit to the satisfaction of the Company and the Customer expects to be on the plan for at least one year.

The Company may at any time revise the equal monthly installments to reflect changes in estimated consumption or the applicable rate schedule.

The equal payment plan may be terminated by the Customer upon reasonable notice, or the Company if the Customer has not maintained their credit to the satisfaction of the Company. The Company reserves the right to cancel or modify the Equal Payment Plan Service at any time.

If a customer on an Equal Payment Plan has a credit balance and closes the account, the Company will refund the amount regardless of the size of the balance. If the customer has not terminated their account, and the credit balance is small, it will be carried forward.

11.6 Back-billing

(a) Back-billing means the rebilling for Services rendered to a Customer because the original billings are discovered to be either too high (over-billed) or too low (under-billed). The discovery may be made by either the Customer or the Company, and may result from the conduct of an inspection under provisions of the federal statute, the Electricity and Gas Inspection Act ("EGI Act"). The cause of the billing error may include any of the following non-exhaustive reasons or combination thereof:

- (i) Stopped meter.
- (ii) Metering equipment failure.
- (iii) Missing meter now found.
- (iv) Switched meters.
- (v) Double metering.
- (vi) Incorrect meter connections.
- (vii) Incorrect use of any prescribed apparatus respecting the registration of a meter.
- (viii) Incorrect meter multiplier.
- (ix) The application of an incorrect rate.
- (x) Incorrect reading of meters or data processing.
- (xi) Tampering, fraud, theft or any other criminal act.

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11. GENERAL PROVISIONS (Cont'd)11.6 Back-Billing (Cont'd)

- (b) Whenever the dispute procedure of the EGI Act is invoked, the provisions of that Act apply, except those which purport to determine the nature and extent of legal liability flowing from metering or billing errors.
- (c) Where metering or billing errors occur and the dispute procedure under the EGI Act is not invoked, the consumption and Demand will be based upon the records of the Company for the Customer, or the Customer's own records to the extent they are available and accurate, or if not available, reasonable and fair estimates may be made by the Company. Such estimates will be on a consistent basis within each Customer class or according to a contract with the Customer, if applicable.
- (d) If there are reasonable grounds to believe that the Customer has tampered with or otherwise used the Company's Service in an unauthorized way, or evidence of fraud, theft or other criminal act exists, then the extent of back-billing will be for the duration of unauthorized use, subject to the applicable limitation period provided by law and the provisions of items 11.6(g), 11.6(h), 11.6(i) and 11.6(j) below do not apply.

In addition, the Customer is liable for the administrative costs incurred by the Company in the investigation of any incident of tampering, including the direct costs of repair, or replacement of equipment.

Under-billing resulting from circumstances described above will bear interest at the rate normally charged by the Company on unpaid accounts from the date of the original under-billed invoice until the amount underbilled is paid in full.

- (e) In every case of under-billing or over-billing, the cause of the error will be remedied without delay, and the Customer will be promptly notified of the error and of the effect upon the Customer's ongoing bill.
- (f) In every case of over-billing, the Company will refund to the Customer all money incorrectly collected for the duration of the error, subject to the applicable limitation period provided by law. Interest will be paid in accordance with Clause 11.3.
- (g) Subject to item 11.6(d) above, in every case of under-billing, the Company will back-bill the Customer for the shorter of:

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11. GENERAL PROVISIONS (Cont'd)11.6 Back-Billing (Cont'd)

- (i) the duration of the error; or
 - (ii) six months for Residential, Commercial Service, Lighting and Irrigation; and
 - (iii) one year for all other Customers or as set out in a special or individually negotiated contract with the Company.
- (h) Subject to item 11.6(d) above, in all cases of under-billing, the Company will offer the Customer reasonable terms of repayment. If requested by the Customer, the repayment term will be equivalent in length to the back-billing period. The repayment will be interest free and in equal installments corresponding to the normal billing cycle. However, delinquency in payment of such installments will be subject to the usual late payment charges.
- (i) Subject to item 11.6(d) above, if a Customer disputes a portion of a back-billing due to under-billing based upon either consumption, Demand or duration of the error, the Company will not threaten or cause the discontinuance of Service for the Customer's failure to pay that portion of the back-billing, unless there are no reasonable grounds for the Customer to dispute that portion of the back-billing. The undisputed portion of the bill shall be paid by the Customer and the Company may threaten or cause the discontinuance of Service if such undisputed portion of the bill is not paid.
- (j) Subject to item 11.6(d) above, back-billing in all instances where changes of occupancy have occurred, the Company will make a reasonable attempt to locate the former Customer. If, after a period of one year, such Customer cannot be located, the over or under billing applicable to them will be canceled.

12. REPAYMENT OF ENERGY MANAGEMENT INCENTIVES

For those Customers supplied under Large Commercial Service or Wholesale rate schedules or Customers with a Contract Demand of 300 kVA or more, the unamortized balance of financial incentives paid to the Customer under Rate Schedule 90 shall be remitted to the Company within 30 days of billing, if:

- (a) the operations at the Customer site are reduced by more than 50% for a continuous period of three months or longer; or

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12. REPAYMENT OF ENERGY MANAGEMENT INCENTIVES (Cont'd)

(b) over 50% of the Electricity previously provided by the Company is replaced by another source including self-generation or another supplier.

In both cases the repayment shall be prorated based on the amount of energy replaced compared to the amount of energy supplied by the Company in the year immediately preceding the Electricity replacement.

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SCHEDULE 1 - RESIDENTIAL SERVICE

APPLICABLE: To residential use including service to incidental motors of 5 HP or less.

BIMONTHLY
RATE: Customer Charge \$28.22 per period
All kW.h @ 8.868¢ per kW.h

OVERDUE
ACCOUNTS: A late payment charge of 1 1/2 % will be assessed each month
(compounded monthly 19.56% per annum) on all outstanding
balances not paid by the due date.

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SCHEDULE 2 A - RESIDENTIAL SERVICE - TIME OF USE

APPLICABLE: To residential use including service to incidental motors of 5 HP or less. This rate is applicable to Customers with satisfactory, as determined by the Company, load factors. Service under this Schedule is available for a minimum of 12 consecutive months and will continue, at the election of the Customer, to be available for a minimum of 36 consecutive months after commencement of service.

RATES BY PRICING PERIOD:

		¢/kW.h
Summer (July, August)	On-Peak Hours: 9:00 am - 11:00 am Monday-Friday 3:00 pm – 11:00 pm Monday-Friday	14.878
	Off-Peak Hours: 11:00 pm - 9:00 am Monday-Friday 11:00 am – 3:00pm Monday-Friday All hours on Saturday and Sunday	4.819
All other months	On-Peak Hours: 8:00 am - 1:00 pm Monday-Friday 5:00 pm - 10:00 pm Monday-Friday	14.878
	Off-Peak Hours: 10:00 pm to 8:00 am Monday-Friday 1:00 pm - 5:00 pm Monday-Friday All hours on Saturday and Sunday	4.819

plus:

CUSTOMER
CHARGE: \$28.22 per two month period

OVERDUE A late payment charge of 1 1/2% will be assessed each month (compounded monthly
ACCOUNTS 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 20 - SMALL COMMERCIAL SERVICE

APPLICABLE: To non-residential Customers whose electrical demand is generally not more than 40 kW and can be supplied through one meter. Where there is more than one service to the same location and they are of the same voltage and phase classification and they were connected prior to January 5, 1977, the electrical energy and demands registered for such services will be combined and billed at this rate.

BI-MONTHLY
RATE:

For a two month period

First	16000 kW.h	10.109¢ per kW.h
Next	184000 kW.h	7.675¢ per kW.h
Balance		5.698¢ per kW.h

plus

BASIC CHARGE: \$33.99 per two month period

DELIVERY AND
METERING VOLTAGE

DISCOUNTS: The above rate applies to power service when taken at the Company's standard secondary voltage. A discount of 1 1/2% shall be applied to the above rate if the electric service is metered at a primary distribution voltage.

OVERDUE

ACCOUNTS: A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 21 - COMMERCIAL SERVICE

APPLICABLE: To non-residential Customers whose electrical demand is generally greater than 40 kW but less than 500 kW and can be supplied through one meter. Where there is more than one service to the same location and they are of the same voltage and phase classification and they were connected prior to January 5, 1977, the electrical energy and demands registered for such services will be combined and billed at this rate.

MONTHLY

RATE: A Demand Charge of:

\$8.38 per kW of "Billing Demand" above 40 kW

plus

An Energy Charge of:

First	8000 kW.h	10.109¢ per kW.h
Next	92000 kW.h	7.675¢ per kW.h
Balance		5.698¢ per kW.h

plus

BASIC CHARGE: \$16.99 per month

"Billing Demand"

The greatest of:

- i. twenty five per cent (25%) of the Contract Demand , or
- ii. the maximum demand in kW for the current billing month, or
- iii. seventy-five per cent (75%) of the maximum demand in kW registered during the months previous eleven month period.

DELIVERY AND
METERING VOLTAGE

DISCOUNTS: The above rate applies to power service when taken at the Company's standard secondary voltage.

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SCHEDULE 21 - COMMERCIAL SERVICE (Cont'd)

- (a) A discount of 1 1/2% shall be applied to the above rate if the electric service is metered at a primary distribution voltage.
- (b) A discount of 83.8¢ per kW of billing demand shall be applied to the above rate if the Customer supplies the transformation from the primary to the secondary voltage.
- (c) If a Customer is entitled to both of the above discounts, the discount applicable to the metering at a primary voltage is to be applied first.

POWER FACTOR: If at the Company's option, the demand is measured in kVA instead of kW then;

40 kW shall become 45 kVA
83.8¢ per kW shall become 75.0¢ per kVA
\$8.38 per kW shall become \$7.50 per kVA
where used in this schedule.

BILLING

CODES: The following letter designations may appear on Customer's bills:

"A" – Demand measured in kW, Company owned transformation from primary to secondary distribution voltage, metering at secondary distribution voltage

"B" – Demand measured in kVA, Company owned transformation from primary to secondary distribution voltage, metering at secondary distribution voltage

"C" – Demand measured in kW, Customer owned transformation from primary to secondary distribution voltage, metering at primary distribution voltage

"D" – Demand measured in kVA, Customer owned transformation from primary to secondary distribution voltage, metering at primary distribution voltage

OVERDUE

ACCOUNTS: A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 22 A - COMMERCIAL SERVICE – SECONDARY – TIME OF USE

APPLICABLE: To non-residential Customers whose electrical demand is less than 500 kW and is supplied at a secondary distribution voltage through one meter. This rate is applicable to Customers with satisfactory, as determined by the Company, load factors. Service under this Schedule is available for a minimum of 12 consecutive months and will continue, at the election of the Customer, to be available for a minimum of 36 consecutive months after commencement of service.

RATES BY PRICING PERIOD:

		¢/kW.h
Summer (July, August)	On-Peak Hours: 9:00 am - 11:00 am Monday-Friday 3:00 pm – 11:00 pm Monday-Friday	15.587
	Off-Peak Hours: 11:00 pm - 9:00 am Monday-Friday 11:00 am – 3:00pm Monday-Friday All hours on Saturday and Sunday	5.052
All other months	On-Peak Hours: 8:00 am - 1:00 pm Monday-Friday 5:00 pm - 10:00 pm Monday-Friday	15.587
	Off-Peak Hours: 10:00 pm to 8:00 am Monday-Friday 1:00 pm - 5:00 pm Monday-Friday All hours on Saturday and Sunday	5.052

plus:

CUSTOMER CHARGE: \$16.99 per month

BILLING: The Company may, at its option, bill this rate bimonthly in which case the Customer Charge shall be doubled.

OVERDUE ACCOUNTS: A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 23 A - COMMERCIAL SERVICE - PRIMARY - TIME OF USE

APPLICABLE: To non-residential Customers whose electrical demand is less than 500 kW and is supplied at a primary distribution voltage through one meter. This rate is applicable to Customers with satisfactory, as determined by the Company, load factors. Service under this Schedule is available for a minimum of 12 consecutive months and will continue, at the election of the Customer, to be available for a minimum of 36 consecutive months after commencement of service.

RATES BY PRICING PERIOD:

		¢/kW.h
Winter (Nov. - Feb.)	On-Peak Hours: 7:00 am - 12:00 pm business days 4:00 pm - 10:00 pm business days	22.510
	Off-Peak Hours: 10:00 pm to 7:00 am business days 12:00 pm - 4:00 pm business days All hours on weekends and statutory holidays	5.640
Summer (July, August)	On-Peak Hours: 10:00 am - 9:00 pm business days	21.662
	Off-Peak Hours: 9:00 pm - 10:00 am All hours on weekends and statutory holidays	4.682
Shoulder (all other months)	On-Peak Hours: 6:00 am - 10:00 pm, Monday to Saturday	6.200
	Off-Peak Hours: 10:00 pm to 6:00 am - Monday to Saturday, All day Sunday	3.893

plus:

CUSTOMER CHARGE: \$38.26 per month

OVERDUE ACCOUNTS A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 30 - LARGE COMMERCIAL SERVICE - PRIMARY

APPLICABLE: To power service to Customers for a contract demand of 500 kVA or more, subject to written agreement.

MONTHLY RATE: A Customer Charge of \$870.57

plus: A Demand Charge of \$7.90 per kVA of Billing Demand

plus: An Energy Charge of 5.278¢ per kW.h

plus

“Billing Demand”

The greatest of:

- i. twenty-five percent (25%) of the Contract Demand, or
- ii. the maximum demand in kVA for the current billing month, or
- iii. seventy-five percent (75%) of the maximum demand in kVA registered during the previous eleven month period.

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SCHEDULE 30 - LARGE COMMERCIAL SERVICE - PRIMARY (Cont'd)DELIVERY AND
METERING VOLTAGE

DISCOUNTS: The above rate applies to power service when taken at the Company's standard primary distribution voltage available in the area.

- (a) A discount of 1 1/2% shall be applied to the above rate if the electric service is metered at a transmission line voltage.
- (b) A discount of 74.9¢ per kVA of billing demand shall be applied to the above rate if the Customer supplies the transformation from the transmission line voltage to the primary distribution voltage.
- (c) If a Customer is entitled to both of the above discounts, the discount applicable to the metering at a transmission line voltage is to be applied first.

OVERDUE
ACCOUNTS:

A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 31 - LARGE COMMERCIAL SERVICE - TRANSMISSION

AVAILABLE: In all areas served by the Company for supply at 60 hertz, three phase with a nominal potential of 60,000 volts or higher as available.

APPLICABLE: Applicable to industrial Customers with loads of 5,000 kVA or more, subject to written agreement.

MONTHLY RATE: A Customer Charge of \$2,611.74

plus: A Demand Charge of \$6.39 per kVA of Billing Demand

plus: An Energy Charge of 4.643¢ per kW.h

“Billing Demand”

The greatest of:

- i. eighty percent (80%) of the Contract Demand, or
- ii. The maximum demand in kVA for the current billing month; or
- iii. eighty percent (80%) of the maximum demand in kVA recorded during the previous eleven month period.

OVERDUE

ACCOUNTS: A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 32 - LARGE COMMERCIAL SERVICE - PRIMARY - TIME OF USE

APPLICABLE: To power service to Customers for a contract demand of 500 kVA or more, taking service at a standard primary distribution voltage, subject to written agreement. This rate is applicable to Customers with satisfactory, as determined by the Company, load factors. Service under this Schedule is available for a minimum of 12 consecutive months and will continue, at the election of the Customer, to be available for a minimum of 36 consecutive months after commencement of service.

RATES BY PRICING PERIOD:

		¢/kW.h
Winter (Nov. - Feb.)	On-Peak Hours: 7:00 am - 12:00 pm business days 4:00 pm - 10:00 pm business days	20.889
	Off-Peak Hours: 10:00 pm to 7:00 am business days 12:00 pm - 4:00 pm business days All hours on weekends and statutory holidays	4.260
Summer (July, August)	On-Peak Hours: 10:00 am - 9:00 pm business days	20.054
	Off-Peak Hours: 9:00 pm - 10:00 am All hours on weekends and statutory holidays	3.314
Shoulder (all other months)	On-Peak Hours: 6:00 am - 10:00 pm, Monday to Saturday	4.811
	Off-Peak Hours: 10:00 pm to 6:00 am - Monday to Saturday, All day Sunday	2.535

plus:

CUSTOMER

CHARGE: \$2,057.19 per month

OVERDUE

ACCOUNTS: A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 33 - LARGE COMMERCIAL SERVICE - TRANSMISSION - TIME OF USE

APPLICABLE: In all areas served by the Company for supply at 60 hertz, three phase with a nominal potential of 60,000 volts or higher as available. Applicable to industrial Customers with loads of 5,000 kVA or more, subject to written agreement. This rate is applicable to Customers with satisfactory, as determined by the Company, load factors. Service under this Schedule is available for a minimum of 12 consecutive months and will continue, at the election of the Customer, to be available for a minimum of 36 consecutive months after commencement of service.

RATES BY PRICING PERIOD:

		¢/kW.h
Winter (Nov. - Feb.)	On-Peak Hours: 7:00 am - 12:00 pm business days 4:00 pm - 10:00 pm business days	14.728
	Off-Peak Hours: 10:00 pm to 7:00 am business days 12:00 pm - 4:00 pm business days All hours on weekends and statutory holidays	4.172
Summer (July, August)	On-Peak Hours: 10:00 am - 9:00 pm business days	19.646
	Off-Peak Hours: 9:00 pm - 10:00 am All hours on weekends and statutory holidays	3.247
Shoulder (all other months)	On-Peak Hours: 6:00 am - 10:00 pm, Monday to Saturday	4.714
	Off-Peak Hours: 10:00 pm to 6:00 am - Monday to Saturday, All day Sunday	2.483

plus:

CUSTOMER CHARGE: \$2,401.24 per month

OVERDUE ACCOUNTS: A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 40 - WHOLESALE SERVICE - PRIMARY

AVAILABLE: In Grand Forks, Kelowna, Penticton, Princeton, Summerland, Lardeau and Yahk.

APPLICABLE: To service for resale, subject to written agreement.

MONTHLY RATE: A Customer Charge of \$2,010.44 per Point of Delivery
plus: A Demand Charge of \$8.70 per kVA of Billing Demand

plus: An Energy Charge of 4.462¢ per kW.h

“Billing Demand”

The greatest of:

- i. twenty-five percent (25%) of the Contract Demand, or
- ii. the maximum demand in kVA for the current billing month, or
- iii. seventy-five percent (75%) of the maximum demand in kVA registered during the previous eleven month period.

OVERDUE

ACCOUNTS: A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 41 - WHOLESALE SERVICE - TRANSMISSION

APPLICABLE: To supplementary power service to the City of Nelson, subject to written agreement.

AVAILABLE: At suitable City of Nelson interconnections with the Company's 66 kV system.

MONTHLY RATE: A Customer Charge of \$4,595.37

plus: A Demand Charge of \$5.17 per kVA of Billing Demand

plus: An Energy Charge of 4.394¢ per kW.h

“Billing Demand”

The greatest of:

- i. twenty-five percent (25%) of the Contract Demand, or
- ii. the maximum demand in kVA for the current billing month, or
- iii. seventy-five percent (75%) of the maximum demand in kVA registered during the previous eleven month period.

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OVERDUE

RATE FOR EMERGENCY

PURPOSES: The additional demand resulting from emergency or shutdown service (Emergency Demand) will be excluded in determining the application of Item (c) in the calculation of the Billing Demand, provided the City of Nelson requests that the demand meter be read by the Company immediately before and after the emergency or as soon as practical at the commencement of the emergency period. The amount of Emergency Demand will be determined from the meter readings and the best information available. The City of Nelson will compensate the Company for any higher demand charges resulting from the Emergency Demand.

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SCHEDULE 42 - WHOLESALE SERVICE - PRIMARY -TIME OF USE

APPLICABLE: To power Service to Grand Forks, Kelowna, Penticton, Summerland, Lardeau, and Yahk, at a Primary Voltage for resale, subject to written agreement. This rate is applicable to Customers with satisfactory, as determined by the Company, Load Factors. Service under this Schedule is available for a minimum of 12 consecutive months after commencement of Service.

RATES BY PRICING PERIOD:

		¢/kW.h
Winter (Nov. - Feb.)	On-Peak Hours: 7:00 am - 12:00 pm business days 4:00 pm - 10:00 pm business days	18.567
	Off-Peak Hours: 10:00 pm to 7:00 am business days 12:00 pm - 4:00 pm business days All hours on weekends and statutory holidays	3.785
Summer (July, August)	On-Peak Hours: 10:00 am - 9:00 pm business days	17.825
	Off-Peak Hours: 9:00 pm - 10:00 am All hours on weekends and statutory holidays	2.946
Shoulder (all other months)	On-Peak Hours: 6:00 am - 10:00 pm, Monday to Saturday	4.277
	Off-Peak Hours: 10:00 pm to 6:00 am - Monday to Saturday, All day Sunday	2.251

plus:

CUSTOMER CHARGE: \$2,010.44 per month per Point of Delivery

OVERDUE ACCOUNTS: A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 43 - WHOLESALE SERVICE - TRANSMISSION - TIME OF USE

APPLICABLE: To supplementary power service to the City of Nelson, subject to written agreement. At suitable City of Nelson interconnections with the Company's 63kV system. This rate is applicable to Customers with satisfactory, as determined by the Company, load factors. Service under this Schedule is available for a minimum of 12 consecutive months and will continue, at the election of the Customer, to be available for a minimum of 36 consecutive months after commencement of service.

RATES BY PRICING PERIOD:

		¢/kW.h
Winter (Nov. - Feb.)	On-Peak Hours: 7:00 am - 12:00 pm business days 4:00 pm - 10:00 pm business days	12.855
	Off-Peak Hours: 10:00 pm to 7:00 am business days 12:00 pm - 4:00 pm business days All hours on weekends and statutory holidays	3.643
Summer (July, August)	On-Peak Hours: 10:00 am - 9:00 pm business days	17.148
	Off-Peak Hours: 9:00 pm - 10:00 am All hours on weekends and statutory holidays	2.831
Shoulder (all other months)	On-Peak Hours: 6:00 am - 10:00 pm, Monday to Saturday	4.114
	Off-Peak Hours: 10:00 pm to 6:00 am - Monday to Saturday, All day Sunday	2.167

plus:

CUSTOMER CHARGE: \$689.01 per month

OVERDUE ACCOUNTS: A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 50 - LIGHTING - ALL AREAS

APPLICABLE: To lighting applications where the Customer will contract for service for a term of one year. The Company will supply service for lighting from dusk to dawn daily.

All lighting equipment installed on and after the effective date of this Schedule will be Company approved and conform to all relevant Company design and installation standards and requirements, and be suitable to accept electrical service at the Company's available secondary voltage. Other requirements may be supplied under special contract.

This Schedule is not available for equipment other than Company approved lighting fixtures.

TYPES OF SERVICE:1. Customer-Owned and Customer-Maintained

Type I - For a Customer-owned street lighting fixture or lighting system where the Customer owns and maintains at its own expense the light standards if any, lighting fixtures and all auxiliary equipment.

Electricity at 120/240 volts single phase is supplied by the Company at a single point of delivery for each separate Customer system. Multiple light systems shall be provided service at a single point of delivery wherever practical. The Customer shall supply transformers for other than 120/240 volt single phase supply.

Type I shall apply only if the Customer system can be operated and maintained, beyond the point of supply of electricity, independently of the Company's system. The installed cost of devices necessary for independent operation shall be paid by the Customer. Where Customer owned lighting fixtures are on Company owned poles maintenance work shall only be performed by parties qualified to do the work, and authorised by the Company. Type One service may be refused for safety reasons.

2. Customer-Owned and Company-Maintained

Type II - Customer-owned street lighting fixtures installed on existing Company poles at the Customer's expense with all maintenance to be performed by the Company at costs described below.

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SCHEDULE 50 - LIGHTING - ALL AREAS (Cont'd)TYPES OF SERVICE:(Cont'd)3. Company-Owned, Company-Installed and Maintained

Type III - For Company-owned street lighting fixtures on existing Company-owned poles where the Company performs all maintenance. Facilities provided by the Company, including fixtures, lamp, control relay, support bracket, and conductor and energy for operation thereof are owned by the Company.

TERMS AND Installation

CONDITIONS: Type II lighting fixtures of design and specifications approved by the Company for installation on Company-owned poles will be installed by the Company at the Customer's expense. There will be no charge to the Customer for the use of existing Company-owned poles as standards for mounting of fixtures other than as provided for in this Section.

The Company will provide to the Customer on request, lighting fixtures and standards, where required, of Company approved design and specifications at its cost plus overheads and handling costs as described in the Cost Recovery section below. For Type III fixtures the Company will provide one span of duplex of not more than 30 metres.

Extension of Service

Extensions of service will be provided under the terms of the Company's Extension Policy.

Relocation

At the Customer's request, the location of a light may be changed provided the Customer pays for the cost of removal and reinstallation, including cost of extension of service if applicable, with costs recovered as described below.

Other Equipment

Equipment other than lighting fixtures is not permitted on Company-owned poles except with the Company's written consent.

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SCHEDULE 50 - LIGHTING - ALL AREAS (Cont'd)

TERMS AND

CONDITIONS:Maintenance of Type III Lights

Maintenance of Type III lighting fixtures shall be performed by the Company, the cost of which is provided for in the "Monthly Rate" of this Schedule. Such work will be undertaken by the Company during regular working hours and the Company will be allowed ten working days subsequent to notification by the Customer for performance of such maintenance. Cleaning of the glassware will be carried out only when the lamp is replaced.

The Customer shall be responsible for any wilful damage to the Company's equipment.

Maintenance of Type II Lights

The Customer will pay maintenance and capital costs, including the cost of installation, maintenance of underground supply, and relocation, on an as spent basis. Customers will inform the Company in writing of the location of any lighting fixture requiring maintenance and the time in which the maintenance must be performed. The Company will bill the customer for all costs incurred including the following overheads:

Cost RecoveryLabour Loading - on labour costs excluding overtime

Overhead Absorption Loading	\$13.00 per hour
Exempt Staff	68% of labour rate
OPEIU Staff	55% of labour rate
IBEW Staff	54% of labour rate

Material Loading

Inventory – Material Handling	5% of cost
Freight and tax	10% of cost

General and Administrative Overhead

20% on first \$1,000
12% on next \$9,000
11% on amounts > \$10,000

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SCHEDULE 50 - LIGHTING - ALL AREAS (Cont'd)MONTHLY RATE FOR EACH
TYPE OF SERVICE:

<u>Type of Light</u>	<u>Watts</u>	<u>Monthly Use (kW.h)</u>	<u>Rate (\$ per month)</u>			<u>Company-Owned Type III</u>
			<u>Nominal Lumens</u>	<u>Customer-Owned Type I</u>	<u>Type II</u>	
Fluorescent	* 383	140	21,800	19.68		
Mercury Vapour	* 125	55	5,000	7.88	7.88	17.44
	* 175	78	7,000	11.13	11.13	20.73
	* 250	107	10,000	15.28	15.28	24.87
	* 400	166	21,000	23.70	23.70	33.29
Sodium Vapour	70	33	6,000	4.77	4.77	14.30
	100	47	9,000	6.71	6.71	16.29
	150	70	14,000	9.97	9.97	19.58
	200	91	20,000	12.98	12.98	22.59
	250	111	23,000	15.87	15.87	25.42
	400	173	45,000	24.72	24.72	34.31

* No longer available at new locations or as replacement fixtures where existing fixtures are being replaced except at the sole discretion of the Company.

OVERDUE

ACCOUNTS: A late payment charge of 1 1/2% (compounded monthly 19.56% per annum) will be assessed each month on all outstanding balances not paid by the due date.

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SCHEDULE 60 - IRRIGATION AND DRAINAGE

AVAILABLE: For an irrigation or drainage season commencing with the customer's meter reading taken within 5 business days of April 1st each year and terminating with the customer's meter reading taken within 5 business days of October 31st each year. During the non-irrigation season customers will be automatically transferred to the applicable general service rate and billings prorated for a partial first or final service month when read dates are outside of the 5 day band.

APPLICABLE: To motors at one point of delivery, which are to be used primarily for irrigation and drainage purposes. This schedule applies to electric service when taken at the Company's standard secondary voltage. Incidental lighting essential to the pumping operation will be allowed on this schedule provided that the customer supplies and installs his own transformers and other necessary equipment as required. Service to motors of 5 HP or less will be single phase, unless the Company specifically agrees to supply three phase.

BILLING: Bills will be rendered monthly or bimonthly but may be estimated in periods of low consumption or when access is restricted.

RATE: During the Irrigation Season

Basic Monthly Charge: \$17.00
All Energy: 5.890¢ per kW.h

During the Non-Irrigation Season

Customers will be transferred to the applicable general service rate.

OVERDUE
ACCOUNTS:

A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 61 - IRRIGATION AND DRAINAGE - TIME OF USE

APPLICABLE: For customers normally supplied under Rate Schedule 60. Service to motors of 5 HP or less will be single phase, unless the Company specifically agrees to supply three phase. This rate is applicable to Customers with satisfactory, as determined by the Company, load factors. Service under this Schedule is available for a minimum of 12 consecutive months and will continue, at the election of the Customer, to be available for a minimum of 36 consecutive months after commencement of service.

RATES BY PRICING PERIOD:

		¢/kW.h
Winter (Nov. - Feb.)	On-Peak Hours: 7:00 am - 12:00 pm business days 4:00 pm - 10:00 pm business days	15.607
	Off-Peak Hours: 10:00 pm to 7:00 am business days 12:00 pm - 4:00 pm business days All hours on weekends and statutory holidays	3.912
Summer (July, August)	On-Peak Hours: 10:00 am - 9:00 pm business days	15.019
	Off-Peak Hours: 9:00 pm - 10:00 am All hours on weekends and statutory holidays	3.245
Shoulder (all other months)	On-Peak Hours: 6:00 am - 10:00 pm, Monday to Saturday	4.298
	Off-Peak Hours: 10:00 pm to 6:00 am - Monday to Saturday, All day Sunday	2.696

plus:

CUSTOMER CHARGE: \$41.85 per month

OVERDUE ACCOUNTS: A late payment charge of 1 1/2% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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SCHEDULE 73 - EXTENSIONS - ALL AREAS - CLOSEDAPPLICABLE:

To Extensions constructed after the filing date of this Schedule, which are operated and maintained by the Company.

DEFINITIONS:

In this schedule,

1. "Extension Cost" means the cost of constructing an Extension including all labour, material, construction equipment costs, surveying, easements and clearing, but excluding the necessary transformers and metering equipment.
2. "Gazetted Roadway" means any road gazetted according to the provisions of the Highway Act and includes:
 - (a) Section 4 Roads under the Highway Act which are maintained by public funds. If required by the Company, easements are provided by the Customer at no cost to the Company.
 - (b) Extensions over private property which are constructed on easements as an alternative to building on gazetted roadways.
3. "Extension" means the total length of line rated 25 kV or less from a point on an existing distribution line to an applicant's service entrance.
4. "Monthly Extension Charge" is a charge under this Schedule calculated on a monthly basis which is additional to all other applicable charges or levies for electric service under the Company's tariff.
5. "Permanent Principal Residence" means a residence which is constructed in a permanent manner and is presently occupied or will be occupied in the near future by the owner or a tenant for the major portion of the year.
6. "Private Property" includes lands held by the Crown in the right of the Province of British Columbia and lands held in fee simple, but does not include Indian Reserve land where Extensions are constructed along main public roads within Reserve land and the purpose of the extension is to supply electric service to the residents on the Indian Reserve.
7. "Drop Service" includes that portion of an overhead service connection extending not more than 30 metres onto the Customer's property and not requiring any intermediate support on the Customer's property.

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SCHEDULE 73 - EXTENSIONS - ALL AREAS - CLOSED (Cont'd)GENERAL:

1. Notwithstanding payments by the Customer to the Company toward the cost of a portion or all of an Extension, ownership of the Extension shall remain with the Company.
2. Rate Schedules 71 and 72 will continue to apply to Extensions constructed prior to the filing date of this Schedule, and to additional Customers served from those Extensions where only a Drop Service is required and where the line facility charge as determined under Schedule 72 applies.
3. Applicants shall provide at no cost to the Company a cleared right of way and easement acceptable to the Company. This shall include tree trimming and tree removal rights and right of access to Company lines and equipment for supplying or terminating service.
4. Service will be provided by overhead Extensions unless an underground Extension is requested in which case the Customer shall pay the difference in cost between overhead and underground.

SPECIAL CONTRACTS:

Notwithstanding the other provisions of this Schedule, special contract arrangements may be required:

1. where additional investment is required in order to upgrade or reinforce existing facilities or install new facilities to provide service at a phase and voltage not presently available,
2. where an Extension is required to provide service to a Customer and the permanency of continuing use or an increase in the number of Customers served from such Extension is uncertain,
3. where Extensions are made for seasonal use or the supply of service to recreational areas,
4. where temporary or standby service is required,
5. for large General Service and Industrial Customers, where installation and upgrading of substation and transmission facilities may be required, or
6. where the ongoing operating cost of the line exceed those provided for in the Monthly Extension Charges.

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SCHEDULE 73 - EXTENSIONS - ALL AREAS - CLOSED (Cont'd)SPECIAL CONTRACTS (Cont'd)

The Special Contracts may require the applicant to pay for such Extensions and additions to facilities, to pay for any renewals or replacements of the extension which may be required, and to pay Monthly Extension Charges as required to reflect the ongoing costs of operating the line. In the case of temporary or standby service, the Customer may also be required to pay the cost of removal of the facilities.

REQUIREMENTS PRIOR TO CONSTRUCTION:

The Company will not commence construction of an Extension under this Schedule until:

1. the applicant has completed the required service contract and other required documentation;
2. the applicant has paid the required connection charge and revenue guarantee deposit described in this Schedule;
3. the applicant has agreed to be responsible for the cost of obtaining necessary easements, permits, survey costs, or licenses of occupation;
4. the applicant has paid the required cash contribution, if applicable, towards the Extension Cost or other facilities as calculated by the Company, and
5. where applicable, construction of the new home has advanced to the point where completion seems assured, or the applicant has provided adequate security for the amount of the Company contribution.

Extensions will be made as material and labour are available and the Company reserves the right to postpone the extension of lines and services where climatic conditions would cause abnormally high construction costs.

TERM AND BILLING:

1. Applicants will be required to contract for service for a five-year period where the Extension Cost exceeds \$2,000.00, otherwise the contract shall be for one year.
2. Billings for service will commence on the date that service was requested to be supplied as set out in the contract for service or the date on which the Extension is energized, whichever occurs later.

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SCHEDULE 73 - EXTENSIONS - ALL AREAS - CLOSED (Cont'd)TERM AND BILLING (Cont'd)

3. When a Customer terminates service before the contract period has elapsed, he shall continue to be responsible for the levies as provided for in this and other applicable Schedules until expiry of the contract period or until permanent service at the same location is contracted for by another party, whichever occurs first.
4. For those Customers to which this Schedule applies who are billed monthly, the Monthly Extension Charges applicable shall be as set out in the Schedule of Charges. For those Customers to which this Schedule applies who are billed every two months, the Monthly Extension Charges applicable shall be double the amounts set out in the Schedule of Charges.

SHARING OF EXTENSION COST:1. Calculation of Extension Cost:

The Company shall determine the Extension Cost based upon standard costs shown on the Schedule of Charges set out on Sheet 49 except that actual costs may be used when special circumstances exist such that the standard would be unusually high or low.

2. Extensions over Private Property:

The applicant shall provide a cleared space satisfactory to the Company for the Extension over Private Property. This space shall be cleared and maintained clear of obstructions at no cost to the Company.

The Company shall provide a Drop Service to the point of delivery. The cost of any additional facilities shall be borne by the applicant in accordance with the Schedule of Charges.

If within ten years others take service from such an Extension, then a refund may be made to the previous applicant in proportion to that part of the Extension used by other applicants.

If an Extension over Private Property serves several Customers, the Company may consider it as being along a Gazetted Roadway. An acceptable right of way easement shall be supplied at no cost to the Company and the terms for an Extension along a Gazetted Roadway will apply.

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SCHEDULE 73 - EXTENSIONS - ALL AREAS - CLOSED (Cont'd)SHARING OF EXTENSION COST (Cont'd)3. Extensions Along Gazetted Roadways:

The cost of Extensions along Gazetted Roadways, required upgrading of existing facilities and installation of other facilities to provide service, will be paid for as follows:

(a) General Service and Industrial Customers

The Customer will contribute the full Extension Cost in excess of \$2,000. The Company may contribute toward the cost of upgrading of existing facilities which would be required in the near future, or result in a betterment to the system.

Revenue Guarantee Deposit

General Service and Industrial Customers may be required to provide a revenue guarantee deposit equivalent to the Company's contribution to the Extension which amount may be refunded in equal installments in the next five year period provided the Customer's account is paid in full by the due date.

(b) Irrigation and Drainage Service

The Customer will contribute the full Extension Cost of providing service to permanent irrigation and drainage services.

(c) Subdivisions

The Company will extend service to a subdivision upon application for service and execution of a contract by the developer, subject to the terms and conditions contained in this Schedule.

The Developer will contribute the full Extension Cost of providing service to subdivisions.

(d) Residential Service

The Company will contribute a basic \$2,000 for each Permanent Principal Residence. The balance of the Extension Cost will be shared equally by the Company and Customer except that the maximum Company contribution will be \$3,000 in addition to the basic contribution.

No Customer contribution will be required on Extensions along Gazetted Roadway where the amount of the contribution is less than \$200 per Customer.

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SCHEDULE 73 - EXTENSIONS - ALL AREAS - CLOSED (Cont'd)REFUND OF CUSTOMER CONTRIBUTIONS:

1. The Company shall have the right to connect subsequent Customers to all line extensions along Gazetted Roadway.
2. If an additional permanent Customer takes service from the Extension, he shall be required to share the Extension Cost, and refunds will be made to existing Customers in relation to the new contributions received, provided that no further contributions and refunds are required:
 - (i) if the refund would be less than \$200 per Customer, or
 - (ii) if more than five years have passed since the Extension was completed and the refund would be less than \$500 per Customer, or
 - (iii) if more than ten years have passed since the Extension was completed.
3. Applicants for service involving an addition to an existing Extension will be considered as applicants for a new Extension except where the capital contribution per applicant for the new Extension is less than the capital contribution for the existing Extension, in which case the existing Extension and the new Extension will be considered as a joint Extension for determining the capital contribution, subject to 2 above.

MONTHLY EXTENSION CHARGE:

In addition to all other charges applicable under the Company's tariff, the Customer may be required to pay a Monthly Extension Charge based on the length of the Extension.

Applicants for service involving an addition to an existing Extension will be considered as applicants for a new Extension except where the Monthly Extension Charge per applicant for the new Extension is less than the Monthly Extension Charge for the existing Extension in which case the existing Extension and the new Extension will be considered as a joint Extension for determining the charge.

The Monthly Extension Charge applicable to each applicant contracting for service from an Extension shall be determined by dividing the total Monthly Extension Charge applicable to an Extension by the number of applicants contracting for service, subtracting \$10.00, and increasing or decreasing the result to the nearest dollar. (see Schedule of Charges for monthly rate per metre)

A Monthly Extension Charge of less than \$10.00 per applicant will not be billed.

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SCHEDULE 73 - EXTENSIONS - ALL AREAS - CLOSED (Cont'd)MONTHLY EXTENSION CHARGE: (Cont'd)TERMS AND
CONDITIONS:

Service under this Schedule is subject to the Terms and Conditions contained in this tariff.

Schedule of Charges Applicable to Distribution Line ExtensionsA. Standard Costs used to calculate Extension Cost

1. Pole in place cost	30 foot	\$ 830.00
	35 foot	\$ 900.00
	40 foot	\$1,045.00
	45 foot	\$1,130.00
	50 foot	\$1,175.00
2. Primary conductor	Single Phase	\$ 1.15 per meter
	Three Phase	\$ 4.00 per meter
3. Secondary conductor	Single Phase	\$ 2.85 per metre
	Three Phase	\$ 5.70 per metre
4. Anchors		\$ 175.00

Note: Standard Costs above are applicable to services up to 200 amps. For services in excess of 200 amps, actual cost of secondary conductor will be determined.

B. Summary of Customer Contributions to Extension Cost(a) Private Property Portion

All costs other than the Drop Service.

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SCHEDULE 73 - EXTENSIONS - ALL AREAS - CLOSED (Cont'd)Schedule of Charges Applicable to Distribution Line Extensions (Cont'd)(b) Gazetted Roadway Portion

- i. Residential
 - No contribution on first \$2,000 of Extension Cost
 - 50% of that portion of Extension Cost between \$2,000 and \$8,000, plus
 - 100% of that portion of Extension Cost in excess of \$8,000
- ii. General Service
 - Extension Cost in excess of \$2,000
- iii. Irrigation
 - full Extension Cost
- iv. Subdivision
 - full Extension Cost

(c) Underground

The Customer will be required to pay the excess of the cost of underground compared to overhead services, in addition to other contributions which may be required by the above.

C. Monthly Extension Charge

- (a) single phase 6.4¢ per metre
- (b) three phase 8.0¢ per metre
- (c) underbuild 3.2¢ per metre

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SCHEDULE 74 - EXTENSIONSAPPLICABLE:

To the construction of an addition to, or extension of, the Company's distribution system.

Rate Schedule 73 will continue to apply to all Extensions for which payment of the Customer Portion of Costs has been made prior to October 1, 1997.

CUSTOMER PORTION OF COSTS:

1. An Applicant will apply for Service pursuant to Section 2 of the Terms and Conditions.
2. The Company shall contribute towards an Extension as follows, multiplied by the number of Customers served to be served from the Extension:

Rate Schedule	Maximum FortisBC Contribution
RS 1, 2A,	\$1,741
RS 20, 21	\$155 per kW
RS30	\$65 per kW
RS 50 (Type I, Type II)	\$19.04 per fixture
RS 60, 61	\$3,037

The Applicant will pay the Customer Portion of Costs ("CPC"). The CPC is the estimated cost of construction of the Extension less the Company Contribution towards the Extension, and does not include any applicable connection charges as specified in Schedule 82. The CPC will be paid either in cash or, with the Company's agreement, wholly or partly in kind.

Where Customer actions cause construction to be delayed by a period of 6 months or greater after receipt of the CPC, the Company reserves the right to re-quote the CPC using current pricing, excluding any material(s) already purchased. Any additional costs must be paid by the Customer to the Company prior to the commencement of construction. Any resulting credit will be promptly refunded by the Company to the Customer.

REFUND OF CUSTOMER PORTION OF COSTS:

1. The Company shall have the right to connect additional Applicants to an Extension. Additional Customers that take Service from an Extension within five years of the connection of the Extension to the Company's distribution system shall pay a share of the Extension Cost (less the

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SCHEDULE 74 - EXTENSIONS (Cont'd)REFUND OF CUSTOMER PORTION OF COSTS: (Cont'd)

Company Contribution towards the Extension), without interest, in proportion to that part of the Extension that is used to provide Service and in proportion to the number of original Applicants taking Service from the Extension.

2. No share of the Extension Cost will be paid where:
 - (i) the contribution would be less than \$200.00 per Applicant, or
 - (ii) more than five years have passed from the date the Extension was connected to the Company's distribution system to the date of the connection of the additional Applicant to the Extension.
3. A refund of the Extension Cost that has been received from an additional Applicant shall be made to existing Applicants.

FINANCING:

Company financing is available on approval of credit. The CPC will be financed based on the Company's weighted average cost of capital as approved by the British Columbia Utilities Commission. A downpayment of 20% of the CPC is required from each Applicant. Financing is available for one to five year terms for extensions costing over \$2,000. The Company will finance a maximum of \$10,000 per Applicant.

SPECIAL CONTRACTS:

The Applicant may be required to make a contribution in addition to the CPC in the following circumstances:

1. where additional investment is required in order to upgrade or reinforce existing facilities or install new facilities to provide Service at a phase and voltage not presently available,
2. for Large Commercial Service and Industrial Applicants, where installation and upgrading of substation and transmission facilities may be required; or

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SCHEDULE 74 - EXTENSIONS (Cont'd)SPECIAL CONTRACTS: (Cont'd)

3. for temporary or standby Service, where the Applicant may also be required to pay the cost of removal of the facilities.

In any of the the above circumstances, the Company may request the Applicant to enter into a special contract arrangement. The special contract may require the Applicant to pay for Extension Costs and upgrades or reinforcements of existing facilities, and to pay for any replacements of the Extension which may be required.

OWNERSHIP AND MAINTENANCE OF EXTENSIONS:

The Company will assume ownership and maintenance of an Extension on public or private property, upon connection of the Extension to the Company's distribution system.

EASEMENTS AND RIGHT OF WAY CLEARING:

1. The Applicant shall provide an easement for the Extension, including an easement for vehicle access to the Extension, that is acceptable to the Company. For Extensions to be constructed by the Company, such easement will be provided prior to the construction of the Extension. For all other Extensions, such easement will be provided prior to the connection of the Extension to the Company's distribution system.
2. The Applicant shall be responsible for all right of way clearing costs required for the construction of an Extension.
3. The Applicant shall ensure that all right of way clearing is performed in accordance with the Company's distribution construction standards.

DESIGN AND CONSTRUCTION REQUIREMENTS:

1. Extensions will normally be constructed overhead, but may be constructed underground where such construction is in accordance with the Company's distribution system plans.
2. Upon receipt of a request for Service requiring an Extension, the Company shall engineer and design the Extension ("Design Package"), and provide a quote of the Extension cost ("Estimate

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SCHEDULE 74 - EXTENSIONS (Cont'd)DESIGN AND CONSTRUCTION REQUIREMENTS: (Cont'd)

2. Package"). The cost of preparing the Design Package, including the cost of any revisions to the Design Package that are requested by the Applicant, shall be borne by the Applicant and shall be paid upon receipt of the Design Package. Prior to the release of the Design Package and the Estimate Package, the Applicant may be required to sign a contract that includes terms and conditions relating to the construction of the Extension.
3. The Applicant may select the Company or a contractor authorized by the Company to construct the Extension.
4. Where the Applicant selects the Company to construct the Extension, the Company will construct the Extension at the cost quoted in the Estimate Package.
5. Where the Applicant selects an authorized contractor to construct the Extension, prior to the connection of the Extension to the Company's distribution system, the Applicant will pay to the Company all additional costs, which will be estimated in advance by the Company, incurred for designing, engineering, surveying, obtaining permits, connecting to the Company's distribution system, and inspecting the Extension.
6. Extensions shall be constructed in accordance with the Design Package and in accordance with the Company's distribution construction standards and material specifications.
7. For Extensions constructed by an authorized contractor, the Company, in its sole discretion, may survey, at the cost of the Applicant, such Extensions prior to connecting the Extension to the Company's distribution system.
8. An authorized contractor may not work on any of the Company's electrical facilities, and the Company shall make all connections to or disconnections from the Company's distribution system.

The Company will not commence construction of an Extension or authorize a connection or disconnection of an Extension constructed by an authorized contractor until:

1. the Applicant has completed a contract for Service as required by Section 2.1 of the Terms and Conditions and any other required documentation;

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SCHEDULE 74 - EXTENSIONS (Cont'd)DESIGN AND CONSTRUCTION REQUIREMENTS: (Cont'd)

2. all necessary easements, permits, or licences of occupation have been obtained;
3. where applicable, construction of the new building has advanced to the point where completion seems assured, or the Applicant has provided adequate security for the amount of the Company's investment; and
3. the Applicant has paid to the Company the full estimated CPC less any amount financed by the Company and less any amount agreed to by the Company pursuant to the "Customer Portion of Costs" section found on Sheet 50 of this Schedule.

DEFINITIONS:

In this Schedule,

1. "Applicant" includes a corporation, partnership, or person that has applied to the Company for a Service connection that requires the construction of an Extension.
2. "Customer Portion of Costs" (CPC) means Extension Cost less the Company Contribution towards the Extension.
3. "Company Contribution" means the Company's financial contribution towards the Extension Cost for Service as specified on Sheet 50.
4. "Extension Cost" means the Company's estimated cost of constructing an Extension including the cost of labour, material and construction equipment. Extension Cost includes the cost of connecting the Extension to the Company's distribution system, inspection costs, survey costs, permit costs. If in the Company's opinion, upgrades to the Company's distribution system would be beneficial for Service to other Customers, the extra cost of this reinforcement is excluded from the Extension Cost.
5. "Extension" means an addition to, or extension of, the Company's distribution system including an addition or extension on public or private property.
6. "Transformer" includes transformers, cutouts, lightning arrestors and associated equipment, and labour to install.

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**SCHEDULE 80 - CHARGES FOR CONNECTION OR RECONNECTION OF SERVICE
TRANSFER OF ACCOUNT, TESTING OF METERS, AND VARIOUS CUSTOM
WORK****CHARGE FOR
SERVICE:**Performed During Normal Working Hours

The charge for a meter connection, transfer of an account involving either a meter connection or reconnection of a meter after disconnection for violation of the Terms and Conditions contained in this tariff will be \$100.00

Where two or more meter connections are to be made for one Customer at the same time at one location, the charge shall be \$100.00 for one connection or transfer and \$25.00 for each additional. The \$100.00 fee will not be incurred when the Customer is required to pay the charge for Connection New/Upgraded Services.

There will be a \$15.00 charge for the setup or transfer of an account.

Performed During Overtime Hours

If the Customer requests the Company to perform the above functions during overtime hours, being a continuation of the normal work day for the personnel concerned, the \$100.00 charge becomes \$132.00

Performed During Callout Hours

If the Customer requests the Company to call out personnel to perform the above functions, the \$100.00 charge becomes \$339.00.

METER**TESTING:**

The deposit for removing and replacing a meter in Service for testing at the request of the Customer shall be \$25.00 except where increased to defray expenses incurred.

TEMPORARY**DROP SERVICE:**

The charge for installing a temporary Drop Service of less than 30 meters over private property shall be as prescribed in Schedule 82 plus \$200.00 provided the temporary Service can be converted to the permanent Service at little additional cost.

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SCHEDULE 80 - CHARGES FOR CONNECTION OR RECONNECTION OF SERVICE,
TRANSFER OF ACCOUNT, TESTING OF METERS, AND VARIOUS CUSTOM
WORK (Cont'd)

TEMPORARY
DROP SERVICE: (Cont'd)

If this temporary drop Service cannot be used to form the permanent Service, and must be removed, the charge for installing and removing a temporary drop Service of less than 30 meters shall be as prescribed in Schedule 82 plus \$200 for the cost of the removal of the equipment used to supply the temporary Service. The charge for the permanent connection shall be as prescribed in Schedule 82, in addition to the charge for installation and removal of a temporary drop Service of less than 30 meters.

DISCONNECTION
AND
RECONNECTION
OF METER:

The standard charge for a disconnection and subsequent reconnection of a meter at the meter location shall be \$200.00 provided such work can be performed during normal working hours.

RELOCATION
OF EXISTING
SERVICE:

The charge for the relocating of a Service requiring a Service drop change on the same building shall be \$673.00 provided such work can be performed during normal working hours. The Service entrance and meter box shall be in a location satisfactory to the Company.

CUSTOM WORK: The Company may recover the full cost of the following custom work:

1. At the Customer's request, when a special trip is necessary to inspect a Service due to an outage and the fault is found to be beyond the Point of Delivery, the Company shall be reimbursed for the full cost.
2. Installation of facilities beyond those considered necessary by the Company in order to provide Service and not provided for elsewhere in the Company's tariff.
3. Replacement or repair of facilities damaged by other than reasonable wear and tear.

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SCHEDULE 80 - CHARGES FOR CONNECTION OR RECONNECTION OF SERVICE,
TRANSFER OF ACCOUNT, TESTING OF METERS, AND VARIOUS CUSTOM
WORK (Cont'd)

CUSTOM WORK: (Cont'd)

4. At the Customer's request, relocation of the Service to permit tree trimming, construction, etc., where recovery of the costs are not provided for in the standard charges above.

RETURNED
CHEQUE SERVICE

CHARGE: If a cheque received from a Customer for the payment of an electric Service account or other billing is returned by the Bank for the reason of Not Sufficient Funds (N.S.F.) or reasons other than clerical error, the Customer will be charged a Service charge of \$19.00.

COLLECTION

CHARGE: A collection charge of \$12.00 per occurrence may be levied if it is necessary for a Company representative to attend a Customer's Premises more than twice in one calendar year for the purposes of affixing a disconnect notice to the Customer's Premises.

METER ACCESS

CHARGE: If it is necessary for the Company to install a remote metering device, a charge of \$152.00 for a single phase remote meter, or \$310.00 for a poly phase remote meter, shall be levied.

FALSE SITE VISIT

CHARGE: A charge of \$182.00 per occurrence may be levied if a FortisBC representative attends a Customer's Premises at the request of a Customer but, on attending, is unable to perform the requested work because the facilities required to be provided by the Customer, for this purpose, are found to be deficient.

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SCHEDULE 82 - CHARGES FOR INSTALLATION OF NEW/UPGRADED SERVICES

APPLICABLE: To all new Service installations or increases in Service size of existing Services.

CHARGE FOR SERVICE: Residential Service, Commercial Service, Lighting Type III and Irrigation
Customers are required to provide their Electrical Inspection Permit for verification of the Service size.

Where Customers supply their own transformation from the primary distribution voltage, the rate for Large Commercial Service and Industrial Service will apply.

The charge for the installation of a new or upgrading of an existing Service is:

Overhead - Single Phase	200 Amps or less	\$533.00
	400 Amps	\$937.00
Underground - Single Phase	200 Amps or less	\$565.00

For Service connections only requiring the installation of a meter, the Customer shall pay the charge for a meter connection as specified in Schedule 80.

For all other Service connections and a meter, the applicant shall pay the Customer Portion of Costs of the Service connection as determined under Schedule 74, which shall include the installation cost of the meter.

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SCHEDULE 85 - GREEN POWER RIDER

APPLICABLE: To any current rate Schedules and on the same terms applicable to rate Schedule under which Service is taken, for the purchase of Electricity from environmentally desirable technologies.

RATE: OPTION A - In addition to all charges on the applicable rate Schedule, an additional charge, of all discounts, of 1.500¢ per kW.h is levied against all kW.h sold.

OPTION B - In addition to all charges on applicable rate Schedule, the Customer may select a dollar amount of their choosing to be added to their periodic billing, but in no case shall the amount be less than \$2.50 per month.

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SCHEDULE 90 - DEMAND-SIDE MANAGEMENT SERVICES

APPLICABLE: To all Customers in all areas served by the Company and its municipal wholesale Customers.

OBJECTIVE: The purpose of the Company's Demand-Side Management (DSM) Services is to promote the efficient use of Electricity, in terms of consumption (Conservation) and/or timing (Demand Response).

PROGRAMS: DSM programs, compliant with applicable regulations, address electrical end-uses, through approved Measure(s), which may consist of an energy-efficient product, device, piece of equipment, system, building or process design and/or operational practice which exceeds applicable codes and/or current practice.

The Company will maintain an updated DSM program listing on its website, available in print format, detailing current program offerings and rules.

FINANCIAL
DETAILS:

DSM programs will consist of monetary incentives provided by the Company in the form of custom option or product option offerings to promote the purchase and installation of approved Measures. Incentives are targeted to Customers but may also be provided to trade allies who provide or install the Measures.

Monetary incentives are based on the annual kWh savings, or the on-peak kW reduction, attained through the Measure as determined on a prescriptive or custom calculation basis.

Monetary incentives are capped to the lesser of:

- i. the Company's long-term avoided power purchase costs,
- ii. 50% of installed Measure cost for existing construction,
- iii. 100% of incremental cost for new construction, or
- iv. The amount sufficient for the Customer to achieve a two-year payback.

Monetary incentives may alternately consist of low-cost financing O.A.C. for residential Customers only.

DSM Services may also consist of non-monetary offerings in the form of: public information, educational programs, or training; audits of Customer Premises or processes or Measures and reports thereof; product samples; pilot projects to test new Measures; and market transformation activities undertaken in conjunction with other utilities and/or governments.

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SCHEDULE 90 – DEMAND-SIDE MANAGEMENT SERVICES (Cont'd)TERMS AND CONDITIONS

The following terms and conditions are an integral part of the Demand-Side Management Services listed under Schedule 90:

FINANCIAL INCENTIVES

1. In order to be eligible for financial incentives, a Customer must receive the Company's approval prior to initiation of work on the approved Measure.
2. Only those audit or upgrade costs which are pertinent to DSM considerations will be eligible for financial incentives. An estimate of costs related to such issues as obsolescence, depreciation, maintenance, plant betterment and environmental concerns will be made to isolate that portion of the cost strictly related to energy.
3. Where incentives are in excess of \$10,000, payment of one half of the rebate will be deferred for up to one year. Upon confirmation of project savings, the remaining portion of the rebate will be paid pro rata to the energy savings. No interest will be paid on the withheld portion. Irrespective of actual savings, the final rebate will not exceed the original estimated rebate.
4. For those Customers in receipt of an incentive in excess of \$20,000, the unamortized balance of financial incentives paid to or on behalf of the Customer, under Rate Schedule 90 shall be remitted to the Company within 30 days of billing, if:
 - (a) the incented equipment or facilities are disabled or removed;
 - (b) the Customer's electrical load is reduced by more than 50% for a continuous period of twelve months or longer; or
 - (c) over 50% of the Electricity previously provided by the Company is replaced by another source including self-generation or another supplier.

In regards to (c) above, the repayment shall be prorated based on the amount of energy replaced compared to the amount of energy supplied by the Company in the year immediately preceding the Electricity replacement.

5. Any consulting or study subsidy offered under the Demand-Side Management tariff is contingent upon available budget and resources. When the Company pays more than \$1,500 for these Services on behalf of a Customer, any incentive amount that is eventually payable to that Customer will be reduced by the amount of the consulting or study contribution.

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SCHEDULE 95 - NET METERINGDEFINITION:

Customer-Generator - An electric Service Customer of the Company that also utilizes the output of a Net Metered System.

Net Consumption - Net Consumption occurs at any point in time where the Electricity required to serve the Customer-Generator's load exceeds that being generated by the Customer-Generator's Net Metered System.

Net Generation - Net Generation occurs at any point in time where Electricity supplied by FortisBC to the Customer-Generator is less than that being generated by the Customer-Generator's Net Metering System.

Net Excess Generation - Net Excess Generation results when over a billing period, Net Generation exceeds Net Consumption.

Net Metering - Net Metering is a metering and billing practice that allows for the flow of Electricity both to and from the Customer through a single, bi-directional meter. With Net Metering, consumers with small, privately-owned generators can efficiently offset part or all of their own electrical requirements by utilizing their own generation.

Net Metered System - A facility for the production of electric energy that:

- (a) uses as its fuel, a source defined as a clean and renewable resource in the BC Energy Plan;
- (b) has a design capacity of not more than 50 kW;
- (c) is located on the Customer-Generator's Premises;
- (d) operates in parallel with the Company's transmission or distribution facilities; and
- (e) is intended to offset part or all of the Customer-Generator's requirements for Electricity.

APPLICABLE: To FortisBC Customers receiving Service under Rate Schedules 1, 2A, 20, 21, 22, 22 A, 23 A, 60, 61.

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SCHEDULE 95 - NET METERING (Cont'd)

ELIGIBILITY: To be eligible to participate in the Net Metering Program, Customers must generate a portion or all of their own retail Electricity requirements using a renewable energy source. The generation equipment must be located on the Customer's Premises, Service only the Customer's Premises and must be intended to offset a portion or all of the Customer's requirements for Electricity.

Clean or renewable resources include sources of energy that are constantly renewed by natural processes, such as water power, solar energy, wind energy, geothermal energy, wood residue energy, and energy from organic municipal waste, and shall have a maximum installed generating capacity of no greater than 50 kW.

RATE: A Customer enrolled in the Net Metering Program will be billed as set forth in the rate schedule under which the Customer receives electric Service from the Company and as specified in the Net Metering Billing Calculation section in this schedule.

BILLING CALCULATION:

1. Net metering shall be, for billing purposes, the net consumption at FortisBC's Service meter(s).
2. If the eligible Customer-Generator is a net consumer of energy in any billing period, the eligible Customer generator will be billed in accordance with the Customer-Generator's applicable rate schedule.
3. If in any billing period, the eligible Customer-Generator is a net generator of energy, the Net Excess Generation shall be valued at the rates specified in the applicable Rate Schedule and credited to the Customers account.
4. For eligible Customers receiving Service under a Time-of-Use (TOU) rate schedule, consumption and generation during On-Peak Hours shall be recorded and netted separately from consumption and generation during Off-Peak Hours such that any charges or credits applied to the account reflect the appropriate time-dependent value for the energy.
5. In the event that the operation of a renewable energy generating system results in a credit balance on the Customer-Generator's account at the end of a calendar year, the credit will be purchased by the Company. If such amounts are not large, they will be carried forward and included in the billing calculation for the next period at the discretion of the Company.

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SCHEDULE 95 - NET METERING (Cont'd)SPECIAL CONDITIONS:

1. Prior to the interconnection of a Net Metering System the Customer-Generator must submit a Net Metering Application for review and execute a written Net Metering Interconnection Agreement with the Company.
2. The Net Metered System and all wiring, equipment and devices forming part of it, shall conform to FortisBC's, "GUIDELINES FOR OPERATING, METERING And PROTECTIVE RELAYING FOR NET METERING SYSTEMS UP TO 50 kW And VOLTAGE BELOW 750 VOLTS" and shall be installed, maintained and operated in accordance with those Requirements.
3. Unless otherwise approved by the Company, the Customer-generator's Service shall be metered with a single, bi-directional meter.
4. The Contract Period for Service under this schedule shall be one (1) year and thereafter shall be renewed for successive one-year periods. After the initial period, the Customer may terminate Service under this Rider by giving at least sixty (60) days previous notice of such Termination in writing to FortisBC.
5. If the Customer-Generator voluntarily terminates the net-metering Service, the Service may not be renewed for a period of 12 months from the date of Termination.
6. The Company maintains the right to inspect the facilities with reasonable prior notice and at a reasonable time of day.
7. The Company maintains the right to disconnect, without liability, the Customer-Generator for issues relating to safety and reliability.
8. Inflows of Electricity from the FortisBC system to the Customer-Generator, and outflows of Electricity from the Customer-Generators Net Metering System to the FortisBC system, will normally be determined by means of a single meter capable of measuring flows of Electricity in both directions.
9. Alternatively, if FortisBC determines that flows of Electricity in both directions cannot be reliably determined by a single meter, or that dual metering will be more cost-effective, FortisBC may require that, at the Customers cost, separate meter bases be installed to measure inflows and outflows of Electricity.
10. Except as specifically set forth herein, Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Electric Tariff on file with the British Columbia Utilities Commission.

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SCHEDULE 95 - NET METERING (Cont'd)SPECIAL CONDITIONS: (Cont'd)

11. A Net Metered System used by a Customer-Generator shall meet all applicable safety and performance standards established as set forth in the Company's Rules and Regulations.
12. A Customer-Generator shall, at its expense, provide lockable switching equipment capable of isolating the Net Metered System from the Company's system. Such equipment shall be approved by the Company and shall be accessible by the Company at all times.
13. The Customer-Generator is responsible for all costs associated with the Net Metered System and is also responsible for all costs related to any modifications to the Net Metered System that may be required by the Company including but not limited to safety and reliability.
14. The Customer shall indemnify and hold FortisBC or its agents harmless for any damages resulting to FortisBC or its agents as a result of the Customer's use, ownership, or operation of the Customer's facilities other than damages resulting to FortisBC or its agents directly as a result of FortisBC or its agents own negligence or willful misconduct, including, but not limited to, any consequential damages suffered by FortisBC or its agents. The Customer is solely responsible for ensuring that the Customer's facilities operate and function properly in parallel with FortisBC's system and shall release FortisBC or its agents from any liability resulting to the Customer from the parallel operation of the Customer's facilities with FortisBC's system other than damages resulting to the Customer from the parallel operation of the Customer's facilities with FortisBC's system directly as a result of FortisBC or its agents own negligence or willful misconduct.

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SCHEDULE 100 - NETWORK INTEGRATION TRANSMISSION SERVICE

AVAILABILITY: For Network Integration Transmission Service.

RATE: Monthly Network Transmission Revenue Requirement:

Customers will be charged the applicable Load Ratio Share of one twelfth ($1/12^{\text{th}}$) of the Network Transmission Revenue Requirement per month. The Network Transmission Revenue Requirement is as set forth in Attachment H to Electric Tariff Supplement No. 7.

NOTE: The terms and conditions under which Network Integration Transmission Service is supplied are contained in Electric Tariff Supplement No. 7 and capitalized terms appearing in this Rate Schedule, unless otherwise noted, shall have the meaning ascribed to them therein.

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**SCHEDULE 101 - LONG-TERM AND SHORT-TERM FIRM POINT-TO-POINT
TRANSMISSION SERVICE**

AVAILABILITY: For transmission of Electricity on a firm basis from one or more Point(s) of Receipt (POR) to one or more Point(s) of Delivery (POD).

ANNUAL RATE FOR LONG-TERM FIRM SERVICE:

The Monthly Rate is billed on the sum of the Reserved Capacity at each POD. The Monthly Rate will be zero (\$0.00) where the POD is a point of interconnection between the Transmission System and the transmission system of the B.C. Hydro and Power Authority.

MONTHLY RATE:

Wholesale Service-Transmission

A Basic Charge of \$379 per POD to a maximum of \$379 in any calendar month,
plus
\$4.13 per kVA of Reserved Capacity Billing Demand.

Wholesale Service-Primary

A Basic Charge of \$2,058 per POD to a maximum of \$2,058 in any calendar month,
plus
\$8.02 per kVA of Reserved Capacity Billing Demand.

Large Commercial Service-Transmission

A Basic Charge of \$2,585 per POD to a maximum of \$2,585 in any calendar month,
plus
\$4.38 per kVA of Reserved Capacity Billing Demand.

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SCHEDULE 101 - LONG-TERM AND SHORT-TERM FIRM POINT-TO-POINT
TRANSMISSION SERVICE (Cont'd)RATES FOR SHORT-TERM FIRM SERVICE

The posted prices will be above a minimum price and below a maximum price as set out below; except that the Monthly, Weekly, Daily or Hourly Rate, as applicable, will be zero (\$0.00) where the POD is a point of interconnection between the Transmission System and the transmission system of the B.C. Hydro and Power Authority.

MINIMUM PRICE: \$0.002 per kW per hour plus the applicable Basic Charge.

MAXIMUM PRICE:

The Transmission Customer shall pay each month for Reserved Capacity designated at the POD at rates not to exceed the applicable charges set forth below:

<u>Delivery</u>	Large Commercial Service - <u>Transmission</u> (Per KVA of Reserved Capacity)	Wholesale - <u>Primary</u>	Wholesale - <u>Transmission</u> (Billing Demand)
Monthly	\$5.89	\$10.79	\$5.56
Weekly	\$1.52	\$2.88	\$1.44
Daily	\$0.262	\$0.451	\$0.251
Hourly	\$0.0130	\$0.0237	\$0.0122
plus: a Basic Charge of			
Per Calendar Month per POD	\$2,585	\$2,058	\$379

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**SCHEDULE 101 - LONG-TERM AND SHORT-TERM FIRM POINT-TO-POINT
TRANSMISSION SERVICE (Cont'd)****SPECIAL CONDITION:**

Discounts: Three principal requirements apply to discounts for Transmission Service as follows:

1. any offer of a discount made must be announced to all Transmission Customers on OASIS in a timely manner;
2. any Customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must be provided to other Transmission Customers on OASIS; and
3. once a discount is negotiated, details must be immediately posted on OASIS. For any discount agreed upon for Service on a path, from POR to POD, an offer of the same discounted transmission Service rate for the same time period must be made for all unconstrained transmission paths that go to the same POD on the Transmission System.

NOTE: The terms and conditions under which Transmission Service is supplied are contained in Electric Tariff Supplement 7. Capitalized terms appearing in this Rate Schedule, unless otherwise noted, shall have the meaning ascribed to them therein.

PENALTY CHARGE:

A penalty charge will be applied at the rate of 125 per cent of the applicable rate for all usage in excess of the Reserved Capacity.

RESERVED CAPACITY BILLING DEMAND:

The sum of the Reserved Capacity designated at each POD for the applicable period.

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SCHEDULE 102 - NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE

AVAILABILITY: For transmission of Electricity on a Non-firm basis from one or more Point(s) of Receipt (POR) to one or more Point(s) of Delivery (POD).

RATES FOR SHORT-TERM NON-FIRM SERVICE

The Transmission Customer shall pay each month for Reserved Capacity designated at the POR at the posted prices which will be above a minimum price and below a maximum price as set out below.

MINIMUM PRICE: \$0.001 per kW per hour

MAXIMUM PRICE:

The Transmission Customer shall pay for Non-Firm Point-to-Point Transmission Service at rates not to exceed the applicable charges set forth below; except that the Monthly, Weekly, Daily or Hourly Rate, as applicable, will be zero (\$0.00) where the POD is a point of interconnection between the Transmission System and the transmission system of the B.C. Hydro and Power Authority.

<u>Delivery</u>	Large Commercial Service - <u>Transmission</u> (Per KVA of Reserved Capacity)	Wholesale - <u>Primary</u>	Wholesale - <u>Transmission</u> Billing Demand)
Monthly	\$5.89	\$10.79	\$5.56
Weekly	\$1.52	\$2.88	\$1.44
Daily	\$0.262	\$0.451	\$0.251
Hourly	\$0.0130	\$0.0237	\$0.0122
plus: a Basic Charge of			
Per Calendar Month per POD	\$2,585	\$2,058	\$379

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SCHEDULE 102 - NON-FIRM POINT-TO-POINT TRANSMISSION SERVICE (Cont'd)SPECIAL CONDITIONS:

Discounts - Three principal requirements apply to discounts for Transmission Service as follows.

1. any offer of a discount made must be announced to all Transmission Customers on OASIS in a timely manner;
2. any Customer-initiated requests for discounts (including requests for use by one's wholesale merchant or an affiliate's use) must be provided to other Transmission Customers on OASIS; and
3. once a discount is negotiated, details must be immediately posted on OASIS. For any discount agreed upon for Service on a path, from POR to POD, an offer of the same discounted transmission Service rate for the same time period must be made for all unconstrained transmission paths that go to the same POD on the Transmission System.

NOTE: The terms and conditions under which Non-Firm Transmission Service is supplied are contained in Electric Tariff Supplement 7. Capitalized terms appearing in this Rate Schedule, unless otherwise noted, shall have the meaning ascribed to them therein.

PENALTY CHARGE:

A penalty charge will be applied at a rate of 125 percent of the applicable rate for all usage in excess of the Reserved Capacity.

RESERVED CAPACITY BILLING DEMAND:

The sum of the Reserved Capacity designated at each POD for the applicable period.

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SCHEDULE 103 - SCHEDULING, SYSTEM CONTROL AND DISPATCH SERVICE

PREAMBLE: This Service is required to schedule the movement of power through, out of, or within the Service territory.

The Transmission Customer must purchase this Service if taking supply under Rate Schedules 100, 101 and 102.

RATE:

<u>Wholesale Service-Transmission:</u>	\$0.00102 per kW.h
<u>Wholesale Service-Primary:</u>	\$0.00106 per kW.h
<u>Large Commercial Service-Transmission:</u>	\$0.00102 per kW.h

NOTE: A description of the methodology for discounting the Services provided under this Schedule is contained in Section 3 of Electric Tariff Supplement No. 7.

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BRITISH COLUMBIA UTILITIES COMMISSION

By: Dennis Swanson
Director, Regulatory Affairs

By: _____
Commission Secretary

EFFECTIVE (applicable to consumption on and after) January 1, 2011 G-156-10, G-184-10 & G-195-10

**SCHEDULE 104 - REACTIVE SUPPLY AND VOLTAGE CONTROL FROM
GENERATION SOURCES SERVICES**

PREAMBLE: In order to maintain Transmission Voltages on transmission facilities within acceptable limits, generation facilities under the control of the control area operator are operated to produce (or absorb) reactive power. Thus, Reactive Supply and Voltage Control from Generation Sources Service must be provided for each transaction on transmission facilities. The amount of Reactive Supply and Voltage Control from Generation Sources Service that must be supplied with respect to the Transmission Customer's transaction will be determined based on the reactive power support necessary to maintain Transmission Voltages within limits that are generally accepted in the region.

The Transmission Customer must purchase this Service if taking supply under Rate Schedules 100, 101, and 102.

RATE:

<u>Wholesale Service-Transmission:</u>	\$0.00114 per kW.h
<u>Wholesale Service-Primary:</u>	\$0.00106 per kW.h
<u>Large Commercial Service-Transmission:</u>	\$0.00106 per kW.h

NOTE: A description of the methodology for discounting the Services provided under this Schedule is contained in Section 3 of Electric Tariff Supplement No. 7.

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SCHEDULE 105 - REGULATION AND FREQUENCY RESPONSE SERVICE

PREAMBLE: Regulation and Frequency Response (RFR) Service is necessary to provide for the continuous balancing of resources (generation and interchange) with load and for maintaining scheduled Interconnection frequency at sixty cycles per second (60 Hz). Regulation and Frequency Response Service is accomplished by committing on-line generation whose output is raised or lowered (predominantly through the use of automatic generating control equipment) as necessary to follow the moment-by-moment changes in load. The Transmission Customer must either purchase this Service from the Company or make alternative comparable arrangements to satisfy its Regulation and Frequency Response Service obligation. The amount of and charges for Regulation and Frequency Response Service are set forth below.

AVAILABILITY: In support of the transmission of Electricity under Rate Schedules 100, 101, and 102.

RATE: \$11.05 per mega-watt per hour of generating capacity requested for RFR.

The required amount of RFR Service is a minimum of 2% of the Customer's load located in the Company's Service territory.

NOTE: A description of the methodology for discounting the Services provided under this Schedule is contained in Section 3 of Electric Tariff Supplement No. 7.

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SCHEDULE 106 - ENERGY IMBALANCE SERVICE

PREAMBLE: Energy Imbalance Service is provided when a difference occurs between the scheduled and the actual delivery of energy to a load located within a the Company's Service territory over a single hour. The Company must offer this Service when the transmission Service is used to serve load within its Service area. The Transmission Customer must either purchase this Service from the Company or make alternative comparable arrangements to satisfy its Energy Imbalance Service obligation. The Company shall establish a deviation band of +/- 1.5 percent (with a minimum of 2 MW) of the scheduled transaction to be applied hourly to any energy imbalance that occurs as a result of the Transmission Customer's scheduled transaction(s). Parties should attempt to eliminate energy imbalances within the limits of the deviation band within thirty (30) days or within such other reasonable period of time as is generally accepted in the region and consistently adhered to by the Company. If an energy imbalance is not corrected within thirty (30) days or a reasonable period of time that is generally accepted in the region and consistently adhered to by the Company, the Transmission Customer will compensate the Company for such Service. Energy imbalances outside the deviation band will be subject to charges to be specified by the Company. The charges for Energy Imbalance Service are set forth below.

AVAILABILITY: In support of the transmission of Electricity under Rate Schedules 100, 101, and 102.

ENERGY
IMBALANCE: Customers are allowed to maintain a $\pm 1.5\%$ balance between generation (minus losses) and load within the hour. The $\pm 1.5\%$ hourly balance limit is based on the capacity reserved. Positive hourly imbalances within the $\pm 1.5\%$ band not eliminated within 30 days, will attract a credit that is equal to the Company's minimum monthly cost of purchasing energy. If the Company does not purchase energy during the month, the previous minimum price will be used. Positive hourly imbalances outside the $\pm 1.5\%$ band will be forfeit.

For negative energy imbalances (when generation minus losses is less than load) that fall within the $\pm 1.5\%$ band and are not eliminated within 30 days, the energy imbalance charge will be:

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SCHEDULE 106 - ENERGY IMBALANCE SERVICE (Cont'd)

<u>RATE</u>	<u>Wholesale Service-Transmission:</u>	\$0.04092 per kW.h
	<u>Wholesale Service-Primary:</u>	\$0.03895 per kW.h
	<u>Large Commercial Service-Transmission:</u>	\$0.03893 per kW.h

For any negative energy imbalances (when generation minus losses is less than load) that fall outside the $\pm 1.5\%$ band the energy imbalance charge will be the actual cost the Company incurs in supplying that imbalance, plus 10%.

NOTE: A description of the methodology for discounting the Services provided under this Schedule is contained in Section 3 of Electric Tariff Supplement No. 7.

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SCHEDULE 107 - OPERATING RESERVE (OR) - SPINNING RESERVE SERVICE

- PREAMBLE: Spinning Reserve Service is needed to serve load immediately in the event of a system contingency. Spinning Reserve Service may be provided by generating units that are on-line and loaded at less than maximum output. The Company must offer this Service when the transmission Service is used to serve load within its Service area. The Transmission Customer must either purchase this Service from the Company or make alternative comparable arrangements to satisfy its Spinning Reserve Service obligation. The amount of and charges for Spinning Reserve Service are set forth below.
- AVAILABILITY: In support of the transmission of Electricity under Rate Schedules 100, 101, and 102.
- RATE: \$11.05 per mega-watt per hour of generating Capacity requested for OR - Spinning.
- The required amount of Spinning Reserve Service, for a Customer's load located in the Company's Service area, depends upon the type of generation serving the load. When the load is served by hydro generation, the required amount of Spinning Reserve Service is a minimum of 2.5% of the Customer's load. When the load is served by thermal generation, the required amount of Spinning Reserve Service is a minimum of 3.5% of the Customer's load.
- NOTE: A description of the methodology for discounting the Services provided under this Schedule is contained in Section 3 of Electric Tariff Supplement No. 7.

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SCHEDULE 108 - OPERATING RESERVE (OR) - SUPPLEMENTAL RESERVE SERVICE

- PREAMBLE: Supplemental Reserve Service is needed to serve load in the event of a system contingency; however, it is not available immediately to serve load but rather within a short period of time. Supplemental Reserve Service may be provided by generating units that are on-line but unloaded, by quick-start generation or by interruptible load. The Company must offer this Service when the transmission Service is used to serve load within its Service Area. The Transmission Customer must either purchase this Service from the Company or make alternative comparable arrangements to satisfy its Supplemental Reserve Service obligation. The amount of and charges for Supplemental Reserve Service are set forth below.
- AVAILABILITY: In support of the transmission of Electricity under Rate Schedule 100, 101, and 102.
- RATE: \$11.05 per mega-watt per hour of generating Capacity requested for OR-Supplemental.
- The required amount of Supplemental Reserve Service, for a Customer's load located in the Company Service area, depends upon the type of generation serving the load. When the load is served by hydro generation, the required amount of Supplemental Reserve Service is a minimum of 2.5% of the Customer's load. When the load is served by thermal generation, the required amount of Supplemental Reserve Service is a minimum of 3.5% of the Customer's load.
- NOTE: A description of the methodology for discounting the Services provided under this Schedule is contained in Section 3 of Electric Tariff Supplement No. 7.

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SCHEDULE 109 - TRANSMISSION LOSSES

APPLICABLE: All transactions under rate Schedules 100, 101, and 102 will incur real power losses as follows:

Wholesale Service - Transmission	6.08%
Wholesale Service - Primary	11.53%
Large Commercial Service - Transmission	6.08%

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SCHEDULE 110 – GENERAL WHEELING SERVICE – BC HYDRO

AVAILABILITY: Available to BC Hydro for the Wheeling of electricity over FortisBC's transmission facilities in accordance with the terms and conditions as set forth in Electric Tariff Supplement No. 9.

APPLICABLE: Applicable to the Point of Supply and the Point of Delivery as specified in Electric Tariff Supplement No. 9.

ANNUAL RATE: The annual rate for Wheeling from the Point of Supply to the Point of Delivery, pursuant to Tariff Supplement No. 9, will be adjusted by the annual rate of inflation published by Statistics Canada using the British Columbia Consumer Price Index (all items) for the month of January in the calendar year in which the adjustment is made. The base rate is as follows:

Point of Supply to Point of Delivery

On 1 December 2010, \$20,264.40 per MVA of Nominated Wheeling Demand

MONTH CHARGE: The monthly charge shall be one twelfth of the above annual rate per MVA of Nominated Wheeling Demand for the Point of Supply.

NOMINATED
WHEELING
DEMAND:

The maximum amount, as determined in Section 4 of Electric Tariff Supplement No. 9, at which FortisBC will Wheel electricity for BC Hydro during a stated year.

EMERGENCY
WHEELING:

The rate for electricity deliveries that exceed the Nominated Wheeling Demand shall be as set forth in Section 6 of Electric Tariff Supplement No. 9.

DEFINITIONS: All terms capitalized above are defined in Electric Tariff Supplement No. 9.

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FortisBC Inc.	Tariff Supplement No. 7 Revision 15
Effective: January 1, 2011	Transmission Access Terms and Conditions

C

ATTACHMENT H

Annual Transmission Revenue Requirement For Network Integration Transmission Service

1. The Annual Transmission Revenue Requirement for purposes of the Network Integration Transmission Service shall be:

(a)	for Customers not using Substation Equipment	\$38,440,000
(b)	for Customers using Substation Equipment	\$56,513,000

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2. The amount in (1) shall be effective until amended by the Transmission Provider or modified by the Commission.

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