



FORTISBC INC.

ELECTRIC TARIFF

**FOR SERVICE IN THE WEST KOOTENAY AND OKANAGAN
AREAS**

GENERAL 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

Order No.: G-40-19

Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019

Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

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GENERAL TERMS AND CONDITIONS

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

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

Unless the context indicates otherwise, in the General Terms and Conditions and Rate Schedules of FortisBC the following words have the following meanings:

1. DEFINITIONS

Advanced (or AMI) Meter	An Electricity meter with integrated wireless transmit functions and those functions are activated.
Billing Demand	The Demand used in establishing the Demand portion of billing for Service during a specific billing period.
British Columbia Utilities Commission	Means the British Columbia Utilities Commission constituted under the Utilities Commission Act of British Columbia and includes and is also a reference to <ul style="list-style-type: none">(a) any commission that is a successor to such commission, and(b) any commission that is constituted pursuant to any statute that may be passed which supplements or supersedes the Utilities Commission Act of British Columbia.
Business Day	Means a Day that commences on other than a Saturday, a Sunday, or a statutory holiday in the Province of British Columbia.
Commercial Service	Service for business, commercial, institutional, or industrial use. Commercial Service is available as an alternative to Residential Service only in the circumstances described in Section 6.3.1 (Partial Commercial Use). FortisBC may require documentation to support Commercial use of a Premises for the purpose of being billed at Commercial Service rates.
Contract Demand	The Demand reserved for the Customer by FortisBC and contracted for by the Customer.

Order No.:	G-40-19	Issued By:	Doug Slater, Director, Regulatory Affairs
Effective Date:	July 1, 2019	Accepted for Filing:	<u>June 26, 2019</u>
BCUC Secretary:	<u>Original signed by Patrick Wruck</u>		Original Page TC-1

Customer	Means a Person who is being provided Service or who has filed an application for Service with FortisBC that has been approved by FortisBC.
Customer Charge	Means a fixed charge required to be paid by a Customer for Service as specified in the applicable Rate Schedule.
Customer Portion of Costs (CPC)	Means the Extension Cost less the FortisBC Contribution towards the Extension.
Day	Means any period of 24 consecutive Hours beginning and ending at 7:00 a.m. Pacific Standard Time or as otherwise specified in the applicable Service Agreement.
Demand	The rate of delivery of Electricity measured in kilowatts (kW), kilovolt-amperes (kVA), or horsepower (hp) over a given period of time.
Drop Service	The 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.
Electricity	Means both electric Demand and electric Energy or either, as the context requires.
Energy	Electric consumption measured in kilowatt hours (kWh).
Evacuation Order	An order issued by a local authority, provincial government, federal government, or First Nations band council during a State of Emergency, which requires Evacuee Customers to remain away from their Premises until the Evacuation Order is lifted by the issuing authority
Evacuation Period	The period during which an Evacuee Customer is under an Evacuation Order.
Evacuee Customer	A Customer who receives Service under the following Rate Schedules, as amended and filed with the British Columbia Utilities Commission from time to time, and who is under an Evacuation Order: <ol style="list-style-type: none"> 1. Residential Service (Rate Schedules 1, 2A, and 3A); 2. Small Commercial Service (Rate Schedule 20); 3. Irrigation and Drainage Service (Rate Schedules 60 and 61); and 4. Commercial Service (Rate Schedules 21, 22A and 23A) and Lighting Service (Rate Schedule 50) in limited circumstances, as described in Section 19

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Extension	Means an addition to, or extension of, FortisBC's distribution system including an addition or extension on public or private property.
Extension Cost	Means FortisBC's estimated cost of constructing an Extension including the cost of labour, material and construction equipment. Extensions Cost includes the cost of connecting the Extension to FortisBC's distribution system, inspection costs, survey costs, and permit costs. If, in FortisBC's opinion, upgrades to FortisBC's distribution system would be beneficial for Service to other Customers, the extra cost of this reinforcement is excluded from the Extension Cost.
Financing Agreement	An agreement under which FortisBC provides financing to a Customer for improving the energy efficiency of a Premises, or a part of a Premises.
First Nations	Means those First Nations that have attained self-government status pursuant to self-government agreements entered into with the Government of Canada and validly enacted self-government legislation in Canada.
FortisBC	Means FortisBC Inc., a body corporate incorporated pursuant to the laws of the Province of British Columbia under number 0778288.
FortisBC Contribution	Means FortisBC's financial contribution towards the Extension Cost as specified in Section 16 (Extensions).
FortisBC System	Means the Electricity transmission and distribution system owned and operated by FortisBC, as such system is expanded, reduced or modified from time to time.
Hour	Means any consecutive 60 minute period.
Landlord	Means a Person who, being the owner of real property, or the agent of that owner, who has leased or rented the property to a Tenant.
Load Factor	The percentage determined by dividing the Customer's average Demand over a specific time period by the Customer's maximum Demand during that period.
Loan	The principal amount of financing provided by FortisBC to a Customer, plus interest charged by FortisBC on the amount of financing and any applicable fees and late payment charges.
Meter Set	Means an assembly of FortisBC owned metering, including any ancillary equipment.

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Month or Monthly	Means a period of time, for billing purposes, of 27 to 34 consecutive Days. For greater clarity, 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" or bimonthly 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.
Person	Means a natural person, partnership, corporation, society, unincorporated entity or body politic.
Power Factor	The percentage determined by dividing the Customer's Demand measured in kilowatts by the same Demand measured in kilovolt-amperes.
Point of Delivery	The first point of connection of FortisBC's facilities to the Customer's conductors or equipment at a location designated by or satisfactory to FortisBC, without regard to the location of FortisBC's metering equipment.
Premises	A dwelling, a building, or machinery together with the surrounding land.
Radio-off AMI Meter	An Advanced (or AMI) Meter with integrated wireless transmit functions disabled.
Radio-off Customer	Customers that have a Radio-off AMI Meter installed at their Customer Premises.
Rate Schedule	Means a schedule attached to and forming part of these General Terms and Conditions, which sets out the charges for Service and certain other related terms and conditions for a class of Service.
Residential Premises	Means a Premises used for residential and housekeeping requirements, including: <ul style="list-style-type: none"> (a) single family dwelling, including any outbuildings supplied through the same meter; (b) single or individually metered single-family townhouse, rowhouse, condominium, duplex or apartment, carriage house, farm building, or manufactured home; (c) at FortisBC's discretion, any other types of living quarters.

Residential Service	Except as provided for in Section 6.3.1 (Partial Commercial Use) and Section 6.3.2 (Other Use), means Service for use at a Residential Premises, including a Residential Premises where a portion is used to carry on a business.
Rider	Means an additional charge or credit attached to a rate.
Service	Means the provision of Electricity or other service by FortisBC.
Service Agreement	Means an agreement between FortisBC and a Customer for the provision of Service.
State of Emergency	A state of emergency declared by a local authority, provincial government, federal government, or First Nations band council, pursuant to a statutory authority.
Suspension	The physical interruption of the supply of Electricity to the Premises independent of whether or not the Service is terminated.
Temporary Service	Means the provision of Service for what FortisBC determines will be a limited period of time.
Tenant	Means a Person who has the temporary use and occupation of real property owned by another Person.
Transformer	Includes transformers, cutouts, lightning arrestors and associated equipment, and the labour to install.
Transmission Voltage	A nominal potential greater than 35,000 volts measured phase to phase.
Termination	The cessation of FortisBC's ongoing responsibility with respect to the supply of Service to the Premises independent of whether or not the Service is suspended.
Primary Voltage	A nominal potential of 750 to 35,000 volts measured phase to phase.
Secondary Voltage	A nominal potential of 750 volts or less measured phase to phase.
Year	Means a period of 12 consecutive Months totalling at least 365 Days.

2. APPLICATION FOR SERVICE

2.1 Application Requirements

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

Applicants will be required to provide information and identification acceptable to FortisBC.

Applicants may be required to sign an application form for Service. A contractual relationship will 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.

A Customer will not transfer or assign a Service application or contract or a Financing Agreement without the written consent of FortisBC.

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 for Contact Centre account set-up. Applications involving the installation of facilities should be discussed with the local FortisBC representative well in advance of the date that Service is required.

2.2 Rate Classification

FortisBC 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 FortisBC'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.

2.3 Refusal of Application

FortisBC may refuse to accept an application for Service for any of the reasons listed in Section 10.2 (Refusal of Service and Suspension of Service).

Order No.:	G-40-19	Issued By:	Doug Slater, Director, Regulatory Affairs
Effective Date:	July 1, 2019	Accepted for Filing:	<u>June 26, 2020</u>
BCUC Secretary:	<u>Original signed by Patrick Wruck</u>		Original Page TC-6

2.4 Rental Premises

In the case of rental Premises FortisBC may:

- (a) require a Landlord who wishes FortisBC to contract directly with a Tenant to enter into an agreement with FortisBC whereby the Landlord assumes responsibility for that Tenant's non-payment for Service to the Premises;
- (b) contract directly with the Landlord as a Customer of FortisBC with respect to any or all Services to the Premises; or
- (c) contract directly with each Tenant as a Customer of FortisBC.

2.5 Security Deposit for Payment of Bills

If a Customer or applicant cannot establish or maintain credit to the satisfaction of FortisBC, 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 FortisBC. As security for payment of bills, all Customers who have not established or maintained credit to the satisfaction of FortisBC, may be required to provide a security deposit or equivalent form of security, the amount of which may not:

- (a) be less than \$50; and
- (b) exceed an amount equal to the estimate of the total bill for the two highest consecutive Months consumption of Electricity by the applicable Premises.

2.5.1 Interest

FortisBC will pay interest to a Customer on a security deposit at the rate and at the times specified in Section 8.8 (Payment of Interest). Subject to Section 2.5.4 (Application of Deposit), if a security deposit in whole or in part is returned to the Customer for any reason, FortisBC will credit any accrued interest to the Customer's account at that time.

No interest is payable:

- (a) on any unclaimed deposit left with FortisBC after the account for which it is security is closed; and
- (b) on a deposit held by FortisBC in a form other than cash.

2. APPLICATION FOR SERVICE (Cont'd)

2.5.2 Refund of Deposit

A security deposit may be returned to the Customer at any time if, according to the records of FortisBC, the Customer has at all times during the immediately preceding one Year period maintained an account with FortisBC and paid in full all amounts when due in accordance with the Service Agreement. When the Customer pays the final bill, FortisBC will refund any remaining security deposit plus any accrued interest or cancel the equivalent form of security.

2.5.3 Unclaimed Refund

If FortisBC is unable to locate the Customer to whom a security deposit is payable, FortisBC will take reasonable steps to locate the Customer; but if the security deposit remains unclaimed 10 Years after the date on which it first became refundable, the deposit, together with any interest accrued thereon, will become the absolute property of FortisBC.

2.5.4 Application of Deposit

If a Customer's bill, including the Loan amount, is not paid when due, FortisBC may apply all or any part of the Customer's security deposit or equivalent form of security and any accrued interest toward payment of the bill. Even if FortisBC applies the security deposit or calls on the equivalent form of security, FortisBC may, under Section 10.2 (Refusal of Service and Suspension of Service), discontinue Service to the Customer for failure to pay for Service on time.

2.5.5 Replenish Security Deposit

If a Customer's security deposit or equivalent form of security is called upon by FortisBC towards paying an unpaid bill, the Customer may be required to re-establish the security deposit or equivalent form of security before FortisBC will reconnect or continue Service to the Customer.

2.5.6 Failure to Pay

Failure to pay a security deposit or to provide an equivalent form of security acceptable to FortisBC may, in FortisBC's discretion, result in discontinuance or refusal of Service as set out in Section 10.2 (Refusal of Service and Suspension of Service).

3. TERM OF SERVICE AGREEMENT

3.1 Term of Service

Unless otherwise specifically provided in these General Terms and Conditions, the Rate Schedules, or in any contract between the Customer and FortisBC, the term of Service and obligation to pay the charges under the applicable Rate Schedule for the minimum required term of Service will commence on the Day when FortisBC's Service is connected to the Customer's installation for the purpose of supplying Electricity, and

- (a) will be for one Year where the connection does not require more than a Drop Service, unless a shorter period is agreed to by FortisBC; or
- (b) will be for five Years where additional facilities other than those for a Drop Service are required; and
- (c) will 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 will be required and will be given in such manner that the contact terminates with the last Day of a billing period.

3.2 Delay in Taking Service

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

3.3 Termination of Service Agreement

3.3.1 Termination by Customer

Unless the Service Agreement or applicable Rate Schedule specifies otherwise, the Customer may terminate the Service Agreement after the end of the initial term by giving FortisBC timely notice, and no less than 48 Hours, so that arrangements can be made for final meter reading and billing. Until notice of Termination is given, the Customer will continue to be responsible for all Service supplied unless FortisBC receives an application for Service from a new Customer for the Premises concerned.

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

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3.3.2 Contract Termination by Customer

Notice of Termination requirements for contract Customers will be in accordance with the terms of the contract. If a contract Customer terminates the 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, will immediately become due and payable.

3.3.3 Effect of Termination

The Customer is not released from any previously existing obligations to FortisBC under a Financing Agreement by terminating the Service Agreement with FortisBC.

3.3.4 Termination by FortisBC

Unless the Service Agreement or applicable Rate Schedule specifies otherwise, FortisBC may terminate the Service Agreement for any reasons by giving the Customer at least 48 Hours written notice.

3.4 Reconnection of Service

If:

(a) Service is terminated:

- (i) at the request of a Customer; or
- (ii) for any of the reasons described in Section 10.2 (Refusal of Service and Suspension of Service); or
- (iii) to permit Customers to make alterations to their Premises; and
- (i) the same Customer or the spouse, employee, contractor, agent or partner of the same Customer requests reconnection of Service to the Premises within one Year, the applicant for reconnection must pay the reconnection charge plus the total of the minimum charges set out in the applicable Rate Schedule which would have been paid by the Customer between the time of termination and the time of reconnection of Service.

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.

4. CONDITIONS OF SERVICE

4.1 Connection of Drop Service

FortisBC will connect a Drop Service to the Customer's Premises after:

- (a) receipt of an application for Service;
- (b) payment of any applicable charges and deposits;
- (c) an Electrical Inspection Department permit to connect Service; and
- (d) other permits as may be required by others or by FortisBC.

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

4.2 Connection Requiring Extension

For Service connections requiring more than a Drop Service, the provisions of Section 16 (Extensions) will apply.

4.3 Point of Delivery

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

FortisBC, 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 will be permitted only at the discretion of and under terms acceptable to FortisBC.

4.4 Ownership of Facilities

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

4.5 Customer Contributions

The Customer may be required to make a contribution toward the cost of facilities in excess of the minimum charges for installation of new/upgraded Services provided for under Section 17 (Standard Charges Schedule) under any of the following conditions:

- (a) Extension of Service is in excess of a Drop Service as provided in Section 16 (Extensions);
- (b) Service is underground as specified under Section 6.2 (Underground Service);
- (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 FortisBC is obstructed by the Customer's property; or
- (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 FortisBC, and where the delay in taking Service is not attributable to the Customer, the Customer will receive interest as calculated in Section 8.8 (Payment of Interest) on such payment.

4.6 Revenue Guarantee Deposit

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

FortisBC will repay 20 percent 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 Section 8.8 (Payment of Interest).

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

4.7 Limitation of Use

Service supplied to a Customer will be for the use of that Customer only and for the purpose applied for, and will not be remetered, submetered or resold to others except with the written consent of FortisBC or as provided in the applicable Rate Schedule.

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Effective Date:	July 1, 2019	Accepted for Filing:	<u>June 26, 2019</u>
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5. SERVICE CHARACTERISTICS

5.1 Voltages Supplied

FortisBC 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 FortisBC 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 FortisBC can furnish information regarding voltage and phase characteristics available at the Point of Delivery.

FortisBC will not supply transformation from one Secondary Voltage to another Secondary Voltage.

FortisBC reserves the right to determine the voltage and amperage of the Service connection.

5.1.1 Nominal Standard Secondary Voltage from Pole-Mounted Transformers

<i>Single phase</i>	120/240 volts 3 wire maximum 400 amperes.
<i>Three phase</i>	120/208 volts; 4 wire; 300 kVA maximum transformation capacity
	347/600 volts; 4 wire; maximum 300 kVA transformation capacity.

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Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019

Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

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5.1.2 Nominal Standard Secondary Voltage from Pad-Mounted Transformers

Single phase:	120/240 volts; 3 wire; maximum 600 amperes.
Three phase:	120/208 volts; 4 wire; maximum 500 kVA transformation capacity.
	347/600 volts; 4 wire; maximum 2,500 kVA transformation capacity.

5.1.3 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.

5.2 Customer Owned Equipment

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

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5.3 Motor Specifications

Single phase motors rated larger than two hp and other equipment with rated capacity greater than 1,650 watts will not be used on 120 volt circuits, unless otherwise authorized by FortisBC.

Motors of 20 hp or larger will be equipped with reduced voltage starters or other devices approved by FortisBC to reduce starting current, unless otherwise authorized by FortisBC.

5.4 Space Heating Specifications

5.4.1 Residential

The maximum capacity of residential heating units to be controlled by one switch or thermostat will 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 will be connected so as to balance as nearly as possible the current drawn from the circuits at the Point of Delivery.

5.4.2 Industrial

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

5.5 Water Heating Specifications

The heating units will be of non-inductive design for a nominal voltage of 240 volts unless otherwise agreed to by FortisBC, 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 will be placed to heat the entire tank. In the two-unit heater tank, a "base" unit heater will 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 will be controlled by a separate thermostat and will not exceed 6,000 watts, except heating units installed in tanks of 350 litres and larger may, at FortisBC's option, exceed 6,000 watts but will 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.

FortisBC, 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 will not exceed a total of two Hours.

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

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6. TYPE OF SERVICE

6.1 Temporary Service

Where FortisBC has facilities available, Temporary Service may be supplied under any Rate Schedule applicable to the class of Service required. The Customer Charge or minimum set forth in that Rate Schedule will be applicable to the temporary Service, but in no case will it be less than one full Month.

6.1.1 Temporary to Permanent Service

The Customer will pay for the cost of the installation of a Temporary Drop Service of less than 30 meters over private property as prescribed in Section 17.1 (Installation of New/Upgraded Services) plus the charge for conversion to permanent Service as prescribed in Section 17.3 (Miscellaneous Standard Charges) provided the Temporary Service can be converted to the permanent Service at little additional cost.

6.1.2 Salvage of Temporary Service

If the Temporary Service cannot be used to form the permanent Service and must be removed, the Customer will pay for the cost of the installation of a Temporary Drop Service of less than 30 meters over private property as prescribed in Section 17.1 (Installation of New/Upgraded Services) plus the charge for salvage of the Temporary Service as prescribed in Section 17.3 (Miscellaneous Standard Charges). Following salvage of the Temporary Service, the Customer will pay for the installation of a permanent Drop Service as prescribed in Section 17.1 (Installation of New/Upgraded Services).

6.2 Underground Service

FortisBC's Tariff is designed to recover the cost of providing Service from overhead poles and conductors. A Customer applying for underground Service under any Rate Schedule will be responsible for actual costs greater than the connection of a Drop Service as specified in Section 4.5 (Customer Contributions).

6.2.1 Conditions of Underground Service

A Customer applying for underground Service agrees as follows:

- (a) FortisBC will own, install and maintain the underground Service line to the Point of Delivery. The Customer will own, install and maintain the underground Service line beyond the Point of Delivery.

- (b) The underground installation must comply with FortisBC's underground distribution standards.
- (c) FortisBC will not be responsible for any loss or damage beyond the reasonable control of FortisBC due to the installation, operation or maintenance of the underground circuit.

6.3 Residential Service

Residential Service is normally single phase 120/240 volt. In FortisBC's discretion, three phase Residential Service or single phase Residential Service in excess of 200 amperes may be provided under special contract terms requiring the Customer to pay all additional costs of a larger Service.

At FortisBC's option, for billing purposes multiple family dwellings used exclusively for living quarters and served through one meter, may have the kilowatt-hour blocks and customer charge increased in proportion to the number of single family living quarters served.

6.3.1 Partial Commercial Use

Where a partial Commercial use is carried on in a Residential Premises (with or without outbuildings) and the Commercial area is separately metered, the Commercial area only may be on the applicable Commercial Service rate. If new buildings are erected or major alterations are made to a Premises with partial Commercial use, the Customer may be required to arrange the wiring to provide for separate metering.

6.3.2 Other Use

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

6.3.3 Farms

Farm residences and their outbuildings will qualify for the exempt 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 will be billed on the Commercial Service rate.

7. METER SETS AND METERING

7.1 Installation

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

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

7.2 Protection of Equipment

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

7.3 No Unauthorized Changes

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

7.4 Location

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

The meter socket will 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 will be installed on the load side of the Service box and will be accessible to FortisBC personnel. All sockets must be installed between 1.4 m. and 1.7 m. above final grade to the centre of the meter. Meters will not be installed in carports, breezeways or similar areas. Any exceptions must be approved by FortisBC.

Meters will be installed in places providing safe and reasonable access. Meters will 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 FortisBC equipment. The full cost of relocating an inaccessible meter will be borne by the Customer.

7.5 Meter Tests or Adjustments

A Customer may request in writing a test of the accuracy of a meter. The Customer will deposit an amount as provided in Section 17.3 (Miscellaneous Standard Charges) and FortisBC will 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 will be refunded to the Customer. If the meter is found to satisfy the applicable laws and regulations, the Customer will forfeit the deposit.

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 will be calculated in accordance with Section 8.8 (Payment of Interest).

7.6 Metering Selection

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

7.7 Unmetered Service

FortisBC 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 FortisBC immediately of any proposed or actual changes in load or Hours of use. FortisBC, at its discretion, may at any time require the installation of a meter or meters and thereafter bill the Customer on the consumption registered.

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. FortisBC 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.

8.2.3 Sales Tax and Assessments

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

8.2.4 Historical Billing Information

Customers who request historical billing information may be charged the cost of processing and providing the information.

8.3 Meter Reading

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

8.4 Estimates

Where an accurate meter reading cannot be obtained due to meter failure, temporary inaccessibility, or any other reason, Electricity delivered to the Customer will be estimated by FortisBC from the best available sources and evidence. Where the Customer requests Termination of Service pursuant to Section 3.4 (Termination of Service Agreement), FortisBC may estimate the final meter reading for final billing.

8.5 Proration of Billing

Bills will be prorated as appropriate under the following conditions:

- (a) For meters normally read every one Month where the billing period is less than 21 Days or greater than 39 Days.
- (b) For meters normally read every two Months where the billing period is less than 51 Days or greater than 69 Days.

8.6 Equal Payment Plan

Upon application, FortisBC 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 FortisBC 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 FortisBC.

A Residential Customer may qualify for the plan provided their account is not in arrears, they have established credit to the satisfaction of FortisBC and the Customer expects to be on the equal payment plan for at least one Year.

FortisBC 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 by FortisBC if the Customer has not maintained their credit to the satisfaction of FortisBC. FortisBC 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, FortisBC 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.

8.7 Back-billing

8.7.1 When Required

FortisBC may, in the circumstances specified in this Section 8.7 (Back-billing) charge, demand, collect, or receive from its Customers in respect of a regulated Service rendered to its Customers a greater or lesser compensation than that specified in the Rate Schedules applicable to that Service.

In the case of a minor adjustment to a Customer's bill, such as an estimated bill or a Monthly Payment Plan bill, such adjustments do not require back-billing treatment to be applied.

8.7.2 Definition

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 FortisBC, and may result from the conduct of an inspection under provisions of the federal statute, the EGI Act. The cause of the billing error may include any of the following non-exhaustive reasons or combination thereof:

- (a) Stopped meter.
- (b) Metering equipment failure.
- (c) Missing meter now found.
- (d) Switched meters.
- (e) Double metering.
- (f) Incorrect meter connections.
- (g) Incorrect use of any prescribed apparatus respecting the registration of a meter.
- (h) Incorrect meter multiplier.
- (i) The application of an incorrect rate.
- (j) Incorrect reading of meters or data processing.
- (k) Tampering, fraud, theft or any other criminal act.

8.7.3 Application of Act

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.

8.7.4 Billing Basis

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 FortisBC 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 FortisBC. Such estimates will be on a consistent basis within each Customer class or according to a contract with the Customer, if applicable.

8.7.5 Tampering / Fraud

If there are reasonable grounds to believe that the Customer has tampered with or otherwise used FortisBC's Service in an unauthorized way, or there is evidence of fraud, theft or other criminal acts, or if a reasonable Customer should have known of the under-billing and failed to promptly bring it to the attention of FortisBC, 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 Sections 8.7.8 (Under-billing) to 8.7.11 (Changes in Occupancy), below do not apply.

In addition, the Customer is liable for the administrative costs incurred by FortisBC 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 FortisBC on unpaid accounts from the date of the original under-billed invoice until the amount underbilled is paid in full.

8.7.6 Remediating Problem

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.

8.7.7 Over-billing

In every case of over-billing, FortisBC 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 Section 8.8 (Payment of Interest).

8.7.8 Under-billing

Subject to Section 8.7.5 (Tampering / Fraud) above, in every case of under-billing, FortisBC will back-bill the Customer for the shorter of:

- (a) the duration of the error; or
- (b) six Months for Residential, Commercial Service, Lighting and Irrigation; and
- (c) one Year for all other Customers or as set out in a special or individually negotiated contract with FortisBC.

8.7.9 Terms of Repayment

Subject to Section 8.7.5 (Tampering / Fraud) above, in all cases of under-billing, FortisBC 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.

8.7.10 Disputed Back-bills

Subject to Section 8.7.5 (Tampering / Fraud) 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, FortisBC 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 will be paid by the Customer and FortisBC may threaten or cause the discontinuance of Service if such undisputed portion of the bill is not paid.

8.7.11 Changes in Occupancy

Subject to Section 8.7.5 (Tampering / Fraud) above, back-billing in all instances where changes of occupancy have occurred, FortisBC 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.

8.8 Payment of Interest

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

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

The interest will be remitted to the Customer 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 will be applied to the Customer's account.

Order No.:	G-40-19	Issued By:	Doug Slater, Director, Regulatory Affairs
Effective Date:	July 1, 2019	Accepted for Filing:	<u>June 26, 2019</u>
BCUC Secretary:	<u>Original signed by Patrick Wruck</u>		Original Page TC-26

9. LOAD CHANGES AND OPERATION

9.1 Notice by Customer

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

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

Customers with a Demand component in the Rate Schedule who wish to change the Contract Demand or the Demand limit, will submit to FortisBC a written request subject to the following provisions;

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

If FortisBC 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. FortisBC will not be required to approve any requested change in the Contract Demand or the Demand limit.

9.2 Changes to Facilities

The Customer may be required to pay for the cost of any alterations to FortisBC's facilities necessary to provide the Customer's increased load. If any increase in load, Contract Demand or Demand limit, approved by FortisBC, requires it to add to its existing facilities for the purpose of complying with the Customer's request, the approved increase will be subject to payment of a Customer contribution under Section 4.5 (Customer Contributions). The Customer may also be required to provide a revenue guarantee deposit as set out in Section 4.6 (Revenue Guarantee Deposit).

9.3 Responsibility for Damage

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

The Customer will indemnify FortisBC 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 FortisBC for exceeding its Demand limit with its suppliers of Electricity.

9.4 Power Factor

Customers will 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. FortisBC may also require the Customer, at its expense, to install Power Factor corrective equipment to maintain the minimum required Power Factor.

FortisBC 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.

10. CONTINUITY OF SERVICE

10.1 Interruptions and Defects in Service

FortisBC 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 will 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 FortisBC, its servants or agents, or otherwise unless the loss, injury, damage or expense is directly resulting from the willful misconduct of FortisBC, its servants or agents provided, however, that FortisBC, 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 FortisBC, its servants or agents.

All responsibility of FortisBC for Electricity delivered to the Customer will cease at the Point of Delivery, and the Customer will indemnify FortisBC 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 FortisBC through misuse or negligence of the Customer, or the cost of necessary repairs or replacement will be paid to FortisBC by the Customer.

10.2 Refusal of Service and Suspension of Service

FortisBC may refuse Service or demand Suspension of Service if, in the opinion of FortisBC:

- (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 FortisBC;
- (d) the applicant or owner or occupant of the Premises has an unpaid account for Service or an unpaid amount under a Financing Agreement;
- (e) the Customer or applicant occupies the Premises with another occupant who has failed to pay FortisBC's bill, security deposit, or required increase in the security deposit in respect of another Premises that was occupied by that occupant and the Customer at the same time;
- (f) the Customer or applicant has provided false or misleading information;
- (g) the Customer or applicant is not the owner or occupant of the Premises;
- (h) the Customer has failed to apply for Service;
- (i) the Service requested is already supplied to the Premises for another Customer who does not consent to having the Service terminated;
- (j) the applicant cannot provide satisfactory security for payment as required by FortisBC;

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Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

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- (k) the applicant is in receivership or bankruptcy, or operating under the protection of insolvency legislation and has failed to pay any outstanding bills to FortisBC; or
- (l) the applicant has breached any agreement or terms with FortisBC.

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

10.2.1 Suspension of Service for Safety, Repairs or Maintenance

FortisBC 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 will be given.

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

FortisBC will 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.

10.2.2 Suspension of Service Without Notice

FortisBC will have the right to suspend or terminate Service at any time without notice for any of the following reasons:

- (a) the Customer has breached any agreement, including provisions of a Financing Agreement, with FortisBC;
- (b) the Customer has failed to pay arrears within the specified time
- (c) the Customer has fraudulently used the Service;
- (d) the Customer has tampered with FortisBC's equipment or committed similar actions;
- (e) the Customer has compromised FortisBC's Service to other Customers; or
- (f) FortisBC is 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 FortisBC will not operate as a cancellation of any contract with FortisBC, and will not relieve any Customer of its obligations under these General Terms and Conditions or the applicable Rate Schedule.

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Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019
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11. RIGHTS-OF-WAY AND ACCESS TO FACILITIES

11.1 Rights-of-Way

By applying for electric Service, the Customer agrees to grant to FortisBC 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, will deliver to FortisBC documents satisfactory to FortisBC in registrable form granting the rights-of-way, easements and executed permits. The Customer will, at their own expense, be responsible for obtaining rights-of-way, easements and any applicable permits on other properties necessary for FortisBC to provide Service to the Customer.

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

11.2 Access

FortisBC, through its authorized employees and agents, will 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 FortisBC. If access is restricted, FortisBC will be supplied with keys to such locks if requested or, at FortisBC's option, a key holder box, where such locations are unattended during reasonable times.

In no case will FortisBC accept keys to private residential properties.

If safe and ready access to FortisBC'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 will be suspended and not reconnected until the problem is corrected. In cases where the Customer does not provide FortisBC with safe and ready access to the meter, FortisBC may install a remote meter. The Customer will be responsible for the cost of the remote meter and its installation as set out under the Meter Access Charge in Section 17 (Standard Charges).

Where FortisBC uses radio-frequency technology to remotely communicate with its meters or other infrastructure owned and maintained by FortisBC, the Customer is responsible for ensuring no device or obstruction is placed on or near FortisBC's equipment for the purpose of interfering, attenuating or degrading the signal.

If a FortisBC representative attends a Customer's Premises at the request of a Customer but on attending the Customer refuses access, or the FortisBC representative 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 a False Site Visit Charge per occurrence may be levied as set out in Section 17.3 (Miscellaneous Standard Charges).

11.3 Exception

Notwithstanding the provisions of Section 11.1 (Rights-of-Way) and Section 11.2 (Access), 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.

12. CUSTOMER-OWNED GENERATION

12.1 Parallel Generation Facilities

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

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

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

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

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

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

During parallel operation of its generating facilities, the Customer will cooperate with FortisBC so as to maintain the voltage and the Power Factor of Electricity at the Point of Delivery within limits agreeable to FortisBC and as set out in Section 9.4 (Power Factor), and will take and use Electricity in a manner that does not adversely affect FortisBC's electrical system.

Notwithstanding any approval given by FortisBC, parallel operation of the Customer's generating facilities with FortisBC's electrical system will be entirely at the risk of the Customer, and the Customer will indemnify FortisBC 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.

12.2 Standby Generation

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

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

12.3 Electrical Inspection Authority

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

13. GENERAL PROVISIONS

13.1 Notices

Any notice, direction or other instrument will 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 will only be deemed to be effective if delivered or sent by electronic transmission.

13.2 Conflicts

In case of conflict between these General Terms and Conditions and the Rate Schedules, the provisions of the Rate Schedules will prevail. Where there is a conflict between a contract and these General Terms and Conditions, the provisions of the contract will apply.

13.3 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, FortisBC will 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 will, 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 will not be entitled to any adjustment in the monthly Demand Charge under this clause unless the Customer informs FortisBC in writing it is invoking this clause, and FortisBC 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 will 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

Order No.:	G-40-19	Issued By:	Doug Slater, Director, Regulatory Affairs
Effective Date:	July 1, 2019	Accepted for Filing:	<u>June 26, 2019</u>

is removed or ceases to exist FortisBC will without delay make Electricity available and the Customer will take and pay for the same in accordance with this Tariff.

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

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs
Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019
BCUC Secretary: Original signed by Patrick Wruck Original Page TC-38

16. EXTENSIONS

16.1 Ownership and Maintenance

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

16.2 Application Requirements

FortisBC will commence construction of an Extension or authorize the connection or disconnection of an Extension constructed by a FortisBC pre-approved contractor once the following conditions have been met:

- (a) The applicant for an Extension has completed a contract for Service as required under Section 2 (Application for Service) and any other required documentation;
- (b) The applicant has obtained all necessary easements, permits, or licences of occupation;
- (c) 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 FortisBC's investment; and
- (d) the applicant has paid to FortisBC the full estimated CPC less any amount financed by FortisBC and less any amount agreed to by FortisBC pursuant to Section 16.3 (Customer Portion of Costs).

16.3 Customer Portion of Costs

16.3.1 FortisBC Contribution

FortisBC will contribute towards an Extension as follows, multiplied by the number of Customers to be served from the Extension:

Rate Schedule	Maximum FortisBC Contribution
Rate Schedule 1, 2A, 3A	\$2,634
Rate Schedule 20, 21	\$279 per kW
Rate Schedule 30	\$121 per kW
Rate Schedule 50 (Type I, Type II)	\$28.15 per fixture
Rate Schedule 60, 61	\$3,543

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

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The Applicant will pay the Customer Portion of Costs (CPC). The CPC is the estimated cost to construct the Extension less the FortisBC Contribution towards the Extension, and does not include any applicable connection charges as specified in Section 17 (Standard Charges). The CPC will be paid either in cash or, with FortisBC's agreement, wholly or partly in kind.

16.3.2 Refund of Customer Portion of Costs

FortisBC will have the right to connect additional Customers to an Extension. Additional Customers that take Service from an Extension within five Years of the connection of the Extension to FortisBC's distribution system will pay a share of the Extension Cost (less the FortisBC 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 Customers taking Service from the Extension.

No share of the Extension Cost will be paid where:

- (a) the contribution would be less than \$200.00 per Customer connected to the Extension; or
- (b) more than five Years have passed from the date the Extension was connected to FortisBC's distribution system to the date of the connection of the additional Customer to the Extension.

A refund of the Extension Cost that has been received from an additional Customer connecting to the Extension will be made to existing Customers on that Extension.

16.3.3 Financing

FortisBC financing is available to applicants for an Extension on approval of credit. The CPC will be financed based on FortisBC'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. FortisBC will finance a maximum of \$10,000 per applicant.

16.3.4 Special Contracts

An applicant for an Extension may be required to make a contribution in addition to the CPC in the following circumstances:

- (a) 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;
- (b) For Large Commercial Service and Industrial Applicants, where installation and upgrading of substation and transmission facilities may be required; or

- (c) 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, FortisBC may request the applicant for an Extension 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 that may be required.

16.4 Design and Construction Requirements

Extensions will normally be constructed overhead, but may be constructed underground where such construction is in accordance with FortisBC's distribution system plans or other constraints exist that require underground systems.

Extensions will be designed and constructed in accordance with FortisBC's distribution construction standards and material specifications.

16.5 Designing and Estimating

An applicant for an Extension may select FortisBC or a FortisBC pre-approved contractor to design and/or construct the Extension.

Where an applicant selects FortisBC to design and/or construct the Extension:

- (a) Upon receipt of a request for Service requiring an Extension, FortisBC will engineer and design the Extension (Design Package), and provide a quote of the Extension cost (Estimate Package);
- (b) The cost of preparing the Design Package, including the cost of any revisions to the Design Package that are requested by the applicant, will be borne by the applicant and will be paid upon receipt of the Design Package;
- (c) 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.
- (d) FortisBC will construct the Extension at the cost quoted in the Estimate Package.

Where an applicant selects a FortisBC pre-approved contractor to design and/or construct the Extension:

- (a) The Design Package will be engineered and designed to FortisBC standards, and FortisBC will provide an Estimate Package for FortisBC's costs;

- (b) Prior to the connection of the Extension to FortisBC's distribution system, the applicant will pay to FortisBC all additional costs, estimated in advance by FortisBC and provided to the applicant in the Estimate Package, incurred for designing, engineering, surveying, obtaining permits, connecting to FortisBC's distribution system, and inspecting the Extension;
- (c) FortisBC, in its sole discretion, may survey, at the cost of the applicant, Extensions designed and/or constructed by a FortisBC pre-approved contractor prior to connecting the Extension to FortisBC's distribution system.

16.6 Delay in Construction

Where Customer actions cause construction to be delayed by a period of 6 Months or greater after receipt of the CPC, FortisBC 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 FortisBC prior to the commencement of construction. Any resulting credit will be promptly refunded by FortisBC to the Customer.

16.7 Limitation on Work Done by FortisBC Pre-approved Contractors

A FortisBC pre-approved contractor may not work on any of FortisBC's electrical facilities, and FortisBC will make all connections to or disconnections from FortisBC's distribution system.

16.8 Easements and Right of Way Clearing

An applicant for an Extension will provide an easement for the Extension, including an easement for vehicle access to the Extension, that is acceptable to FortisBC. For Extensions to be constructed by FortisBC, 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 FortisBC's distribution system.

The applicant will be responsible for all right of way clearing costs required for the construction of an Extension.

The Applicant will ensure that all right of way clearing is performed in accordance with FortisBC's distribution construction standards.

17. STANDARD CHARGES SCHEDULE

17.1 Installation of New/Upgraded Services

The minimum charge for the installation of a new or upgrading of an existing Service, including one meter, is as follows:

Overhead – Single Phase – 200 Amps or less	\$739
Underground – Single Phase – 200 Amps or less	\$804

For all other Service connections and a meter, the applicant will pay the Customer Portion of Costs of the Service connection as per Section 4.5 (Customer Contributions).

17.2 Connection Charges

Meter connection, or manual reconnection of a meter after disconnection for violation of the General Terms and Conditions in this Tariff, or Meter Test

Performed during regular working hours	\$135
Performed during overtime hours	\$224
Performed during callout hours	\$462
Each additional Meter connection for one Customer at the same time at one location	\$34
Remote reconnection of a meter after disconnection for violation of the General Terms and Conditions in this Tariff	\$13
Disconnection and reconnection of meter	\$271
Relocation of existing Service requiring a Service drop change on the same building during regular working hours	\$902

17.3 Miscellaneous Standard Charges

Account Setup or Transfer	\$13
Return Payment Charge	\$13
Meter Access Charge – Single Phase Remote Meter	\$206
Meter Access Charge – Poly Phase Remote Meter	\$419
False Site Visit Charge	\$246
Temporary to Permanent Service Charge	\$267
Salvage of Temporary Service Charge	\$267

17.4 Custom Work

FortisBC may recover the full cost of the following custom work:

- (a) 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, FortisBC will be reimbursed for the full cost;
- (b) Installation of facilities beyond those considered necessary by FortisBC in order to provide Service and not provided for elsewhere in FortisBC's tariff;
- (c) Replacement or repair of facilities damaged by causes other than reasonable wear and tear;
- (d) 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.

19. EVACUATION RELIEF

19.1 Applicability

If a Customer is under an Evacuation Order for a period of five or more consecutive days, then the Company may provide credit to an Evacuee Customer, or not charge the Evacuee Customer, for the Rate Schedule charges that are or would otherwise have been applicable during the Evacuation Period.

The Company also may, in its discretion, provide credit to an Evacuee Customer, or not charge the Evacuee Customer, for the Rate Schedule charges that are or would otherwise have been applicable during the Evacuation Period, if:

- (a) The Evacuation Period is for a period of less than five consecutive days;
- (b) An Evacuation Order has ended more than two years before the date the Company receives a request from an Evacuee Customer or otherwise becomes aware of the Evacuation Order;
- (c) A Customer being served under Commercial Service (Rate Schedules 21, 22A, and 23A) is under an Evacuation Order and Service is to a nursing home, boarding house, rooming house, common area of multiple occupancy building, mobile home park, or similar establishment; or
- (d) A Customer being served under Lighting Service (Rate Schedule 50), is under an Evacuation Order and Service is to private outdoor lighting.

When evacuation relief is granted, if shown on an Evacuee Customer's bill in the form of a credit to the Evacuee Customer's account, interest will not be paid on any amounts credited to the Evacuee Customer's account under this section in any circumstance

Order No.: G-216-20

Issued By: Diane Roy, Vice President, Regulatory Affairs

Effective Date: August 14, 2020

Accepted for Filing: August 28, 2020

BCUC Acting Secretary: Original signed by Marija Tresoglavic

Original Page TC-48

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RATE SCHEDULE 1 - RESIDENTIAL SERVICE

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

BIMONTHLY RATE: All kW.h @ 13.266¢ per kW.h
plus:

CUSTOMER CHARGE: \$42.42 per two Month period

OVERDUE ACCOUNTS: A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

NOTE: For the purposes of Monthly billing the Customer Charge will be prorated on a Monthly basis and the threshold will be 800 kW.h per Month.

PERMANENT RATE ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

C

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs
Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023
BCUC Secretary: Original signed by Patrick Wruck Sixth Revision of Page R-1.1

RATE SCHEDULE 2 A - RESIDENTIAL SERVICE - TIME OF USE - CLOSED

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 FortisBC, 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	22.352
	Off-Peak Hours: 11:00 pm - 9:00 am Monday-Friday 11:00 am – 3:00pm Monday-Friday All hours on Saturday and Sunday	7.238
All other months	On-Peak Hours: 8:00 am - 1:00 pm Monday-Friday 5:00 pm - 10:00 pm Monday-Friday	22.352
	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	7.238

plus:

CUSTOMER CHARGE: \$42.42 per two Month period

OVERDUE ACCOUNTS A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

PERMANENT RATE ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

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Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs
 Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023
 BCUC Secretary: Original signed by Patrick Wruck Sixth Revision of Page R-2A.1

RATE SCHEDULE 3 A - EXEMPT RESIDENTIAL SERVICE

Rate Schedule 3A is cancelled and is no longer in effect.

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Order No.: G-384-22

Issued By: Diane Roy, Vice President, Regulatory Affairs

Effective Date: December 31, 2022

Accepted for Filing: December 29, 2022

BCUC Acting Secretary: Original signed by Sara Hardgrave

Fifth Revision of Page R-3A.1

RATE SCHEDULE 20 - SMALL COMMERCIAL SERVICE

APPLICABLE: To Commercial 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: All kW.h @ 11.340¢ per kW.h

plus:

CUSTOMER CHARGE: \$52.17 per two Month period

DELIVERY AND METERING VOLTAGE DISCOUNTS: The above rate applies to power service when taken at FortisBC's standard secondary voltage. A discount of 1.5% will be applied to the above rate if the electric service is metered at a primary distribution voltage.

OVERDUE ACCOUNTS: A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

NOTE: For the purposes of Monthly billing the Customer Charge will be prorated on a Monthly basis.

PERMANENT RATE ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

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Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs

Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023

BCUC Secretary: Original signed by Patrick Wruck

Sixth Revision of Page R-20.1

RATE SCHEDULE 21 - COMMERCIAL SERVICE

APPLICABLE: To Commercial 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:

\$12.88 per kW of "Billing Demand" above 40 kW

plus:

An Energy Charge of:

7.827¢ per kW.h

plus:

CUSTOMER
CHARGE:

\$61.24 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 previous eleven Month period.

DELIVERY AND
METERING VOLTAGE

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

- (a) A discount of 1.5% will be applied to the above rate if the electric service is metered at a primary distribution voltage.

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs

Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023

BCUC Secretary: Original signed by Patrick Wruck

Sixth Revision of Page R-21.1

RATE SCHEDULE 21 - COMMERCIAL SERVICE (Cont'd)

- (b) A discount of 36.3¢ per kW of Billing Demand will 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 FortisBC's option, the Demand is measured in kVA instead of kW then;

40 kW will become 45 kVA
36.3¢ per kW will become 33.0¢ per kVA
\$12.88 per kW will become \$11.58 per kVA
where used in this schedule.

BILLING

CODES:

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

- "A" – Demand measured in kW, FortisBC owned transformation from primary to secondary distribution voltage, metering at secondary distribution voltage
- "B" – Demand measured in kVA, FortisBC 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 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

PERMANENT RATE ESTABLISHMENT:

Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

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

APPLICABLE: To Commercial 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 FortisBC, 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	17.148
	Off-Peak Hours: 11:00 pm - 9:00 am Monday-Friday 11:00 am – 3:00pm Monday-Friday All hours on Saturday and Sunday	5.557
All other months	On-Peak Hours: 8:00 am - 1:00 pm Monday-Friday 5:00 pm - 10:00 pm Monday-Friday	17.148
	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	5.557

plus:

CUSTOMER CHARGE: \$18.69 per Month

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

OVERDUE ACCOUNTS: A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

PERMANENT RATE

ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

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Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs
 Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023
 BCUC Secretary: Original signed by Patrick Wruck Sixth Revision of Page R-22A.1

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

APPLICABLE: To Commercial 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 FortisBC, 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	24.766
	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	6.203
Summer (July, August)	On-Peak Hours: 10:00 am - 9:00 pm business days	23.831
	Off-Peak Hours: 9:00 pm - 10:00 am All hours on weekends and statutory holidays	5.150
Shoulder (all other months)	On-Peak Hours: 6:00 am - 10:00 pm, Monday to Saturday	6.821
	Off-Peak Hours: 10:00 pm to 6:00 am - Monday to Saturday, All day Sunday	4.284

plus:

CUSTOMER

CHARGE: \$42.11 per Month

OVERDUE

ACCOUNTS

A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

PERMANENT RATE

ESTABLISHMENT:

Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

C

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs

Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023

BCUC Secretary: Original signed by Patrick Wruck

Sixth Revision of Page R-23A.1

RATE 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 Demand Charge of:
\$10.42 per kVA of Billing Demand

plus:

An Energy Charge of:

All kW.h @ 6.318¢ per kW.h

plus:

CUSTOMER CHARGE: \$1071.70 per Month

"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

seventy-five percent (75%) of the maximum Demand in kVA registered during the previous eleven Month period.

Order No.: G-276-23

Issued By: Sarah Walsh, Director, Regulatory Affairs

Effective Date: January 1, 2023

Accepted for Filing: November 3, 2023

BCUC Secretary: Original signed by Patrick Wruck

Sixth Revision of Page R-30.1

RATE SCHEDULE 30 - LARGE COMMERCIAL SERVICE - PRIMARY (Cont'd)

DELIVERY AND
METERING VOLTAGE

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

- (a) A discount of 1.5% will be applied to the above rate if the electric service is metered at a transmission line voltage.
- (b) A discount of \$5.965 per kVA of billing Demand will 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 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

PERMANENT RATE
ESTABLISHMENT:

Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

C

RATE SCHEDULE 31 - LARGE COMMERCIAL SERVICE - TRANSMISSION

AVAILABLE: In all areas served by FortisBC 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 Wires Charge of:
\$5.40 per kVA of Billing Demand; plus:
A Power Supply Charge of:
\$3.77 per kVA of maximum Demand in current billing Month; plus:
An Energy Charge of:
All kW.h @ 5.880¢ per kW.h

CUSTOMER CHARGE: \$3,499.99 per Month

"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.

Plus, for Customers with a Stand-by Billing Demand under Rate Schedule 37 (except when Rate Schedule 37, Special Provision 7 applies);

Stand-by Billing Demand.

OVERDUE ACCOUNTS: A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

PERMANENT RATE ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

C

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs

Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023

BCUC Secretary: Original signed by Patrick Wruck

Sixth Revision of Page R-31.1

RATE 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 FortisBC, 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	25.714
	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	5.243
Summer (July, August)	On-Peak Hours: 10:00 am - 9:00 pm business days	24.687
	Off-Peak Hours: 9:00 pm - 10:00 am All hours on weekends and statutory holidays	4.080
Shoulder (all other months)	On-Peak Hours: 6:00 am - 10:00 pm, Monday to Saturday	5.922
	Off-Peak Hours: 10:00 pm to 6:00 am - Monday to Saturday, All day Sunday	3.124

plus:

CUSTOMER CHARGE: \$2,532.44 per Month

OVERDUE ACCOUNTS: A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

PERMANENT RATE

ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

C

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs
 Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023
 BCUC Secretary: Original signed by Patrick Wruck Sixth Revision of Page R-32.1

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

APPLICABLE: In all areas served by FortisBC 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 FortisBC, 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	19.930
	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	5.645
Summer (July, August)	On-Peak Hours: 10:00 am - 9:00 pm business days	26.579
	Off-Peak Hours: 9:00 pm - 10:00 am All hours on weekends and statutory holidays	4.394
Shoulder (all other months)	On-Peak Hours: 6:00 am - 10:00 pm, Monday to Saturday	6.377
	Off-Peak Hours: 10:00 pm to 6:00 am - Monday to Saturday, All day Sunday	3.362

plus:

CUSTOMER CHARGE: \$3,248.84 per Month

OVERDUE ACCOUNTS: A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

PERMANENT RATE

ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

C

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs
 Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023
 BCUC Secretary: Original signed by Patrick Wruck Sixth Revision of Page R-33.1

RATE SCHEDULE 37 - LARGE COMMERCIAL SERVICE- STAND-BY SERVICE

AVAILABILITY: Stand-by Service is a Back-Up and Maintenance Service intended to provide the Customer with a firm supply of electric power and energy when the Customer's generating facilities are not in operation or are operating at less than full rated capability.

Stand-by Service is available only to those Customers that normally supply all or some portion of load from self-generation and is strictly for the continued operation of Customer facilities at times when the Customer-owned generation is unavailable.

Stand-by Service cannot be used by the Customer in the fulfillment of any power sales obligation.

Stand-by Service is only available to a Customer contracted to receive service under Rate Schedule 31 (Rate Schedule 31).

Rate Schedule 31 Contract Demand is the Customer's Contract Demand expressed in kilovolt Amperes (kVA) and specified in the General Service Agreement (GSA) between FortisBC and the Customer. If the Customer and FortisBC cannot come to an agreement, the Rate Schedule 31 Contract Demand will be set by the British Columbia Utilities Commission.

Service taken up to a Customer's Rate Schedule 31 Contract Demand is not considered to occur within a Stand-by Period.

Net Metering Customers are not eligible for Stand by Service.

DEFINITIONS:

In this Schedule,

1. "Customer" has the meaning provided in FortisBC's Electric Tariff B.C.U.C. No. 2, Section 1 (Definitions).
2. "BCUC" means the British Columbia Utilities Commission.
3. "Maintenance Service" is provided during a FortisBC-approved scheduled outage for maintenance or downtime of the on-site generation.

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

Original Page R-37.1

RATE SCHEDULE 37 – LARGE COMMERCIAL SERVICE - STAND-BY SERVICE
(Cont'd)

CHARGES: (Cont'd)

Scenarios:

- a. In any Hour all energy delivered up to or below the Rate Schedule 31 Contract Demand is not Stand-by Energy and is billed under Rate Schedule 31.
- b. In any Hour, or metered portion thereof, if a Customer's demand exceeds the Rate Schedule 31 Contract Demand, but the demand in excess of the Rate Schedule 31 Contract Demand is less than the Maximum Level of Stand-by Service then:

Stand-by Energy = total consumption – Rate Schedule 31 Contract Demand consumption

- c. In any Hour, or metered portion thereof, if a Customer's demand exceeds the Rate Schedule 31 Contract Demand plus the Maximum Level of Stand-by Service allowed, service will be charge in accordance with Special Provision 7.

In any billing period, regardless of the above Scenario under which consumption charges are determined, total consumption will be equal to the total metered consumption recorded at the Customer's premise.

SPECIAL PROVISIONS:

1. Stand-by Billing Demand (SBBB) – Billing under this Rate Schedule requires the establishment of a SBBB, expressed in kVA. SBBB for a Customer using this Rate Schedule will be set at an amount between zero and 100 percent of the Customer's SBDL and is to be used in the determination of the Wires Charge in Rate Schedule 31. The SBBB is to be agreed to between the Customer and FortisBC and is specified in the GSA between FortisBC and the Customer. If the Customer and FortisBC cannot come to an agreement, the SBBB will be set by the BCUC.
2. Billing Demand in the underlying rate – The maximum demand recorded during a Stand-by Period will not be used in the calculation of Billing Demand in Rate Schedule 31.
3. Power Supply Demand Charge – The peak demand measured during a Stand-by Period will not be used in the calculation of demand charges in Rate Schedule 31.

RATE SCHEDULE 37 – LARGE COMMERCIAL SERVICE - STAND-BY SERVICE
(Cont'd)

SPECIAL PROVISIONS: (Cont'd)

4. Back-Up Notification – The Customer must inform FortisBC within 30 minutes of taking energy under the Back-Up provisions of this Schedule and inform FortisBC of the anticipated time that the generator will return to normal operations. If the Customer's generator is not available at the anticipated time, further notice including an updated anticipated time that the generator will return to normal operations must be provided.
5. Metering – The Customer must have FortisBC approved interval metering and meter communications in place prior to initiation of service under this Rate Schedule. FortisBC requires metering that measures the net quantity and direction of flow at the point of interconnection between the Customer and FortisBC and total generator output.
6. Required Equipment – The Customer will provide, install, and maintain on the Customer's premises all necessary transformers to which FortisBC's service is directly or indirectly connected. The Customer also will provide, install, and maintain the necessary switches, cutouts, protection equipment, and the necessary wiring on both sides of the transformers. All transformers, equipment and wiring will be of types and characteristics approved by FortisBC and their installation, operation and maintenance will be subject to inspection and approval by FortisBC.
7. Stand-by Penalty Period - In any Hour, or metered portion thereof, if a Customer's demand exceeds the Rate Schedule 31 Contract Demand plus the Maximum Level of Stand-by Service allowed or a Customer's demand exceeds the Rate Schedule 31 Contract Demand and the Customer is not eligible for either Maintenance or Back-Up Service due to the restrictions under this Rate Schedule service above the Customer's Rate Schedule 31 Contract Demand will be considered a Stand-by Period subject to the following penalty:

In a Stand-By Penalty Period Hour:

- a. Rate Schedule 37 Energy Charge (i) will be replaced with:

The Hourly per kWh price for the Hour in which the Stand-by Energy is taken by the Customer is the greater of:

- i. \$1,000

- ii. \$50/MWh calculated as:

$[(\text{Stand-by Energy} \times (1 + \text{loss rate } \%)) \times (0.05 + 0.0040)] \times 1.10$

- iii. 150 percent of the Energy Charge that would have resulted under the calculation of Rate Schedule 37 Energy Charge (i) in this Rate Schedule calculated as:

$[(\text{Stand-by Energy} \times (1 + \text{loss rate } \%)) \times ((\text{Mid-C} \times 1.5) + 0.0040)] \times 1.10$

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

Original Page R-37.5

RATE SCHEDULE 37 – LARGE COMMERCIAL SERVICE - STAND-BY SERVICE
(Cont'd)

SPECIAL PROVISIONS: (Cont'd)

- b. Special Provision 2 will not apply. The maximum demand recorded in the Hour during a Stand-by Penalty Period will be used in the current billing period's calculation of Billing Demand in Rate Schedule 31 but will not set a ratchet that will be used in the calculation of Billing Demand in Rate Schedule 31 in future billing periods.

When Back-Up Service is taken in excess of the calendar Year Hourly limit or when Special Provision 4 has been violated FortisBC will waive the penalty under the following circumstances:

- a. An extreme or unusual circumstance as identified in the force majeure provision in FortisBC's approved tariff, Section 12 limits the self-generation of the Customer; or
- b. A temporary reduction in Customer generation, as a response to a system issue on FortisBC's system, which takes the Customer's generation off-line.

Where service is taken during a Stand-by Period, but is taken under the circumstances described in items a. and b. above, and is not taken as described in Scenario c. of the Energy Charges section of this Schedule, the duration of the Stand-by Period involved will not be counted toward the limitation on Stand-by Service of 876 Hours per calendar Year.

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

Original Page R-37.6

RATE SCHEDULE 38 – LARGE COMMERCIAL SERVICE - INTERRUPTIBLE SERVICE

NATURE OF SERVICE:

Interruptible Service is a non-firm, large commercial rate where customers are subject to service suspensions as described in this Rate Schedule. A Customer taking service under this Rate Schedule is referred to as an Interruptible Customer.

AVAILABILITY:

Interruptible Service is available throughout FortisBC's electric service area to Customers whose entire load at one point of interconnection would normally be eligible for service on Rate Schedule 30 – Large Commercial Service – Primary, or Rate Schedule 31 – Large Commercial Service – Transmission, subject to:

- a. a review by FortisBC of each customer request for suitability and technical viability;
- b. written agreement; and
- c. in cases where the Interruptible Customer chooses to have only a portion of its total load served under this Rate Schedule, the portion of the customer's load that is to be served under this Rate Schedule is sufficient in size to itself qualify for service on either Rate Schedule 30 – Large Commercial Service – Primary, or Rate Schedule 31 – Large Commercial Service – Transmission.
- d. Electricity is available under this Rate Schedule on a pilot basis only until July 31, 2028.

CHARGES:

Each Billing Period, the Customer will be billed the total of the Customer Charge and Energy Charge calculated as described below.

Monthly Rate:

For Customers otherwise eligible for Rate Schedule 30: \$1071.70 per Month

For Customers otherwise eligible for Rate Schedule 31: \$3,499.99 per Month

In cases where the Interruptible Customer chooses to have only a portion of its total load served under this Rate Schedule, and is therefore paying the above charges pursuant to the billing associated with the firm portion of its load, the Customer Charge billed under this Rate Schedule will be zero (\$0.00).

Rate Schedule 38 Energy Charge:

Interruptible Customers taking service on this rate will be billed an Energy Charge in each Billing Period equal to the sum of Hourly Energy Charges determined as follows:

Order No.: G-136-23 (Interim) Issued By: Sarah Walsh, Director, Regulatory Affairs

Effective Date: August 1, 2023 Accepted for Filing: July 10, 2023

BCUC Secretary: Original signed by Patrick Wruck

Original Page R-38.1

RATE SCHEDULE 38 – LARGE COMMERCIAL SERVICE - INTERRUPTIBLE SERVICE (Cont'd)

Rate Schedule 38 Energy Charge (Cont'd):

- (i) For a Peak Hour, the Intercontinental Exchange (ICE) Day Ahead Mid-Columbia Peak Index for the applicable day of flow in \$/MWh; and For an Off-Peak Hour, the Day Ahead Mid-Columbia Off-Peak Index for the applicable day of flow in \$/MWh (in either such case, the “applicable Mid-C Price”). In Hours in which the applicable Mid-C Price is negative, a value of \$0.00/MWh will be used. In Hours in which the applicable Mid-C Price exceeds the cap, if any, nominated by the Interruptible Customer pursuant to the applicable Service Agreement, expressed in \$/MWh (the “Mid-C Price Cap”) for the month in which such Hour occurs, a value equal to the Mid-C Price Cap will be used; and
- (ii) System losses as per Rate Schedule 109; and
- (iii) Hourly Service Adder of \$0.01000 per kWh.

The Hourly Energy charge is calculated as:

$(\text{Energy Taken}^* (\text{kW.h}) \times (1 + \text{loss rate } \%)) \times (\text{applicable Mid-C Price} + 0.0100)$

- * Energy Taken is equal to actual hourly consumption or as determined by Special Condition 3(b) if applicable.

N

REASONS FOR INTERRUPTION:

The Suspension of Service for any of the following reasons is an Interruption for the purpose of this Rate Schedule:

- a: To maintain service to Customers taking service under any of FortisBC’s other rate schedules that is not designated as non-firm; or
- b: To avoid any 3rd Party charges that may be levied against FortisBC related to Imbalance Energy; or
- c: To maintain the stability, reliability, or integrity of the FortisBC or Western Interconnected electrical systems; or
- d: Lack of available 71 Line transmission; or
- e: For Hours where FortisBC reasonably expects that the Energy Charge will be based on the Mid-C Price Capas described in part i) of the Energy Charge portion of this rate schedule, FortisBC may interrupt the Customer.

RATE SCHEDULE 38 – LARGE COMMERCIAL SERVICE – INTERRUPTIBLE SERVICE (Cont'd)

NOTICE OF INTERRUPTION:

FortisBC does not guaranty that prior notice of a pending or potential Interruption will be provided in any or all cases. However, FortisBC will endeavor to provide notice, where practicable.

SPECIAL PROVISIONS:

1. Service under this Schedule is available for a minimum of 12 Months after commencement of Service.
2. The applicable Mid-C Price will be converted to \$CDN using the daily Bank of Canada rate and settled on a monthly basis.
3. Prior to taking service under this Rate Schedule, and thereafter by January 31 of each year, the Interruptible Customer will provide to FortisBC an hourly anticipated load forecast for the premise being served under this Rate Schedule for the following five years. The forecast must be the same number for any one day or days, consistent with the scheduling of the Mid-C on- and off-peak hours for that day or days. Anticipated changes to this load forecast are to be communicated by the Interruptible Customer to FortisBC within the timeframes provided by FortisBC.
 - a. If the Interruptible Customer's actual hourly consumption is greater than that customer's forecast load for that hour, FortisBC will make a reasonable effort to serve the load but is under no obligation to do so. The customer may be asked to reduce load and failure to do so may result in interruption due to lack of supply. Energy Taken, for the purposes of billing in the Energy Charge section of this rate schedule, shall be based on actual consumption. The rate charged by FBC will not be impacted by increased consumption.
 - b. Where the Interruptible Customer's hourly consumption is less than that customer's forecast load for that hour and this is not due to a FortisBC curtailment of the Customer, Energy Taken, for the purposes of billing in the Energy Charge section of this rate schedule, shall be based on the customer forecast load for that hour. However, in recognition that power has been delivered to the FortisBC system and not consumed by the Customer, the Customer will receive a credit equal to the amount of energy it did not consume, grossed up for losses, multiplied by a rate equal to the lower of the BC Hydro RS 3808 Tranche One Energy rate and the Mid-C market-based rate being charged for that hour.
4. Energy provided under this Rate Schedule is non-firm and subject to interruptions that may be initiated through automatic means, or any other method when required at the sole discretion of FortisBC, for any of the reasons noted in the Reasons for Interruption or as set out in paragraph 11 below.

N

RATE SCHEDULE 38 – LARGE COMMERCIAL SERVICE - INTERRUPTIBLE SERVICE (cont'd)

SPECIAL PROVISIONS (Cont'd):

5. Existing Customers that move any portion of their existing load to this Rate Schedule will be deemed to have terminated service under the Customer's current Rate Schedule for that portion. Where a Customer requires firm service for a portion of its load, adequate separation of firm service and service taken under this Rate Schedule must be established to facilitate both approved revenue metering and interruption as provided under this rate. A separate point of delivery for the firm service portion may be required at the sole discretion of FortisBC.
6. In cases where the Interruptible Customer chooses to have only a portion of its total load served under this Rate Schedule, the portion of the Customer's load that is not served under this Rate Schedule will be billed pursuant to the rate schedule that would otherwise be applicable to the Customer's total load, regardless of the magnitude of the load that is not served under this rate schedule.
7. The Interruptible Customer may request to transition or return to firm service under either Rate Schedule 30 or 31 by making an application through the existing FortisBC Industrial Electricity Interconnection process. Making such an application does not guaranty that firm service in the amount requested will be available at the desired location.
8. To receive and continue service under this Rate Schedule, the Interruptible Customer will install all necessary communication, relay and breaker equipment as may be required on an ongoing basis, subject to FortisBC approval, and will pay for all associated hardware costs. The Customer must maintain all FortisBC-approved equipment at the Customer's location necessary for FortisBC to remotely interrupt the Customer.
9. FortisBC shall not be liable for any loss or damage caused by or resulting from any Interruption of service or the non-provision of notice of any pending or potential Interruption.
10. Nothing herein prevents FortisBC from interrupting service for emergency circumstances, determined at FortisBC's sole discretion.
11. FortisBC maintains the right to place a cap on the aggregate MVA accepted on the Interruptible Rate. The cap may be reviewed and revised from time to time. The current cap will be published on the FortisBC website.
12. FortisBC will determine upon Customer Application the amount of interruptible load, if any, that can be connected at the requested location.

N

RATE SCHEDULE 38 – LARGE COMMERCIAL SERVICE - INTERRUPTIBLE SERVICE (cont'd)

SPECIAL PROVISIONS (Cont'd):

13. Interruptible Customers may meet the conditions to become a Registered Entity under the Rules of Procedure for Reliability Standards in British Columbia and, if so would be required to be compliant with applicable Mandatory Reliability Standards. All compliance activities are the sole responsibility of the Interruptible Customer.
14. Where FortisBC has made a contribution toward the costs of any Extension or System Upgrade required to provide service to an Existing Customer, and that Customer requests to transition to Interruptible Service, may be required to repay some portion of the FortisBC contribution as determined by FortisBC in consideration of the Customer's particular circumstances.

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RATE 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 Wires Charge of:
\$10.19 per kVA of Billing Demand

plus:

A Power Supply Charge of:
\$5.47 per kVA of maximum Demand in current billing Month

plus:

An Energy Charge of:
All kW.h @ 6.110¢ per kW.h

CUSTOMER CHARGE: \$5,128.54 per Point of Delivery per Month

"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 registered during the previous eleven Month period.

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs

Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023

BCUC Secretary: Original signed by Patrick Wruck

Sixth Revision of Page R-40.1

RATE SCHEDULE 40 - WHOLESALE SERVICE - PRIMARY (Cont'd)

OVERDUE

ACCOUNTS: A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

DELIVERY
VOLTAGE

DISCOUNT: The above rate applies to power service when taken at FortisBC's standard primary voltage.

A discount of 0.87.3¢ per kW.h will be applied to the Energy Charge and a discount of \$3.01 per kVA will be applied to the Power Supply Charge if the Customer supplies the transformation from the transmission line voltage to the primary distribution voltage.

PERMANENT RATE
ESTABLISHMENT:

Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

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RATE 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 FortisBC's 66 kV system.

MONTHLY RATE: A Wires Charge of:

\$7.19 per kVA of Billing Demand

plus:

A Power Supply Charge of:

\$5.41 per kVA of maximum Demand in current billing Month

plus:

An Energy Charge of:

All kW.h @ 5.104¢ per kW.h

CUSTOMER CHARGE:

\$6,775.16 per Month

"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 registered during the previous eleven Month period.

Order No.: G-276-23

Issued By: Sarah Walsh, Director, Regulatory Affairs

Effective Date: January 1, 2023

Accepted for Filing: November 3, 2023

BCUC Secretary: Original signed by Patrick Wruck

Sixth Revision of Page R-41.1

RATE SCHEDULE 41 - WHOLESALE SERVICE – TRANSMISSION (Cont'd)

OVERDUE

ACCOUNTS: A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

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 FortisBC 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 FortisBC for any higher Demand charges resulting from the Emergency Demand.

PERMANENT RATE
ESTABLISHMENT:

Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

C

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs
Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023
BCUC Secretary: Original signed by Patrick Wruck Sixth Revision of Page R-41.2

RATE 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 FortisBC, 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	27.699
	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	5.646
Summer (July, August)	On-Peak Hours: 10:00 am - 9:00 pm business days	26.596
	Off-Peak Hours: 9:00 pm - 10:00 am All hours on weekends and statutory holidays	4.396
Shoulder (all other months)	On-Peak Hours: 6:00 am - 10:00 pm, Monday to Saturday	6.380
	Off-Peak Hours: 10:00 pm to 6:00 am - Monday to Saturday, All day Sunday	3.358

plus:

CUSTOMER CHARGE: \$2,999.51 per Month per Point of Delivery

OVERDUE ACCOUNTS: A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

PERMANENT RATE ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

C

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs
 Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023
 BCUC Secretary: Original signed by Patrick Wruck Sixth Revision of Page R-42.1

RATE 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 FortisBC's 63kV system. This rate is applicable to Customers with satisfactory, as determined by FortisBC, 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	18.952
	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	5.367
Summer (July, August)	On-Peak Hours: 10:00 am - 9:00 pm business days	25.283
	Off-Peak Hours: 9:00 pm - 10:00 am All hours on weekends and statutory holidays	4.177
Shoulder (all other months)	On-Peak Hours: 6:00 am - 10:00 pm, Monday to Saturday	6.069
	Off-Peak Hours: 10:00 pm to 6:00 am - Monday to Saturday, All day Sunday	3.195

plus:

CUSTOMER CHARGE: \$1,015.84 per Month

OVERDUE ACCOUNTS: A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

PERMANENT RATE ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

C

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs
 Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023
 BCUC Secretary: Original signed by Patrick Wruck Sixth Revision of Page R-43.1

RATE SCHEDULE 50 - LIGHTING - ALL AREAS

APPLICABLE: To lighting applications where the Customer will contract for service for a term of one Year. FortisBC 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 FortisBC approved and conform to all relevant FortisBC design and installation standards and requirements, and be suitable to accept electrical service at FortisBC's available secondary voltage. Other requirements may be supplied under special contract.

This Schedule is not available for equipment other than FortisBC 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 FortisBC at a single point of delivery for each separate Customer system. Multiple light systems will be provided service at a single point of delivery wherever practical. The Customer will supply transformers for other than 120/240 volt single phase supply.

Type I will apply only if the Customer system can be operated and maintained, beyond the point of supply of electricity, independently of FortisBC's system. The installed cost of devices necessary for independent operation will be paid by the Customer. Where Customer owned lighting fixtures are on FortisBC owned poles maintenance work will only be performed by parties qualified to do the work, and authorised by FortisBC. FortisBC reserves the right to refuse Type I service for any reason.

2. **Customer-Owned and FortisBC-Maintained**

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

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

Original Page R-50.1

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

TYPES OF SERVICE: (Cont'd)

3. FortisBC-Owned, FortisBC-Installed and Maintained

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

TERMS AND CONDITIONS:

Installation

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

FortisBC will provide to the Customer on request, lighting fixtures and standards, where required, of FortisBC approved design and specifications at its cost plus overheads and handling costs as described in the Cost Recovery section below. For Type III fixtures FortisBC 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 FortisBC'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 FortisBC-owned poles except with FortisBC's written consent.

Dimmable Lighting

Dimmable service is only available for Type I and Type II lighting service where the Customer has five or more fixtures. For Type II service the Customer will provide to FortisBC an adequate supply of replacement parts at no cost to FortisBC.

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

Original Page R-50.2

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

**TERMS AND
CONDITIONS:**

Dimmable Lighting (Cont'd)

For each dimmable fixture, the Customer will provide FortisBC with a schedule showing the rated wattage of the lamp and auxiliary devices together with a schedule showing the wattage consumed each Hour and the resultant annual kW.h consumption. FortisBC will bill one-twelfth of the annual consumption each Month. The Customer will provide timely notification of any changes of operation, number and/or wattage of fixtures on June 1 of each year. The Customer will provide access to the dimmable fixtures upon reasonable notice by FortisBC to the Customer.

LED Lighting

The Customer and FortisBC will agree on the annual consumption to be billed for each LED lighting account and FortisBC will bill one-twelfth of the annual consumption each month.

Maintenance of Type III Lights

Maintenance of Type III lighting fixtures will be performed by FortisBC, the cost of which is provided for in the "Monthly Rate" of this Schedule. Such work will be undertaken by FortisBC during regular working Hours and FortisBC 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 will be responsible for any wilful damage to FortisBC'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 FortisBC in writing of the location of any lighting fixture requiring maintenance and the time in which the maintenance must be performed. FortisBC will bill the Customer for all costs incurred including the following overheads:

Cost Recovery

Labour Loading

On labour costs excluding overtime 74% of labour rate

Material Loading

Inventory – Material Handling 10% of cost

Loading rates may be adjusted from time to time as required to ensure appropriate recovery of costs.

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

Original Page R-50.3

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

MONTHLY RATE PER LIGHT FOR EACH
TYPE OF SERVICE:

<u>Type of Light</u>	<u>Watts</u>	<u>Monthly Use (kWh)</u>	<u>Nominal Lumens</u>	<u>Rate (\$ per Month)</u>		<u>FortisBC-Owned Type III</u>
				<u>Customer-Owned Type I</u>	<u>Type II</u>	
Fluorescent	*383	140	21,800	33.72		
Mercury Vapour	*125	55	5,000	13.52	13.52	29.86
	*175	78	7,000	19.08	19.08	35.54
	*250	107	10,000	26.19	26.19	42.65
	*400	166	21,000	40.64	40.64	57.07
Sodium Vapour	70	33	6,000	8.19	8.19	24.54
	*100	47	9,000	11.50	11.50	27.93
	*150	70	14,000	17.08	17.08	33.55
	200	91	20,000	22.29	22.29	38.72
	250	111	23,000	27.22	27.22	43.58
	*400	173	45,000	42.35	42.35	58.83

For Type I and Type II, Light Emitting Diode (LED) lighting service will be supplied at a Monthly rate of 0.24451 per kWh as determined according to the Terms and Conditions. Type III LED lighting service will include an additional monthly rate of \$6.59 per light for maintenance as set out in the Terms and Conditions.

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

OVERDUE

ACCOUNTS: A late payment charge of 1.5% (compounded monthly 19.56% per annum) will be assessed each month on all outstanding balances not paid by the due date.

PERMANENT RATE

ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

C

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs
 Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023
 BCUC Secretary: Original signed by Patrick Wruck Sixth Revision of Page R-50.4

NOTE: For the purposes of bi-monthly billing the Monthly rate for fluorescent, mercury vapour, and sodium vapour lights will be prorated on a bi-monthly basis. For LED and dimmable lighting FortisBC will bill one-sixth of the annual consumption each bi-monthly period. For Type III LED lighting, Service will include an additional bi-monthly rate of \$13.18 per light.

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs
Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023
BCUC Secretary: Original signed by Patrick Wruck Fifth Revision of Page R-50.5

RATE SCHEDULE 60 - IRRIGATION AND DRAINAGE

AVAILABLE: For an irrigation and drainage season commencing April 1st each year and terminating October 31st each year. Meter readings will be taken within 10 Business Days of the commencement and termination of the irrigation and drainage season. During the non-irrigation season Customers will be automatically transferred to the applicable Commercial rate and billings prorated for a partial first or final service Month when read dates are outside of the 10 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 FortisBC's standard secondary voltage. Incidental lighting essential to the pumping operation will be allowed on this schedule provided that the Customer supplies and installs their own transformers and other necessary equipment as required. Service to motors of 5 HP or less will be single phase, unless FortisBC 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.

MONTHLY RATE: All kW.h @ 8.210¢ per kW.h

CUSTOMER CHARGE: \$25.05 per Month

OVERDUE ACCOUNTS: A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

PERMANENT RATE ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs

Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023

BCUC Secretary: Original signed by Patrick Wruck

Sixth Revision of Page R-60.1

RATE 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 FortisBC specifically agrees to supply three phase. This rate is applicable to Customers with satisfactory, as determined by FortisBC, 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	21.813
	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	5.468
Summer (July, August)	On-Peak Hours: 10:00 am - 9:00 pm business days	20.990
	Off-Peak Hours: 9:00 pm - 10:00 am All hours on weekends and statutory holidays	4.535
Shoulder (all other months)	On-Peak Hours: 6:00 am - 10:00 pm, Monday to Saturday	6.007
	Off-Peak Hours: 10:00 pm to 6:00 am - Monday to Saturday, All day Sunday	3.768

plus:

CUSTOMER CHARGE: \$58.51 per Month

OVERDUE ACCOUNTS: A late payment charge of 1.5% will be assessed each month (compounded monthly 19.56% per annum) on all outstanding balances not paid by the due date.

PERMANENT RATE

ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

C

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs
 Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023
 BCUC Secretary: Original signed by Patrick Wruck Sixth Revision of Page R-61.1

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 will the amount be less than \$2.50 per Month.

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

Original Page R-85.1

SCHEDULE 91 – ON-BILL FINANCING PILOT PROGRAM - CLOSED

APPLICABLE: To all eligible Customers located in the City of Kelowna and the Regional District of Okanagan-Similkameen, excluding the City of Penticton and the District of Summerland for the energy efficiency improvement to an eligible Premises, or a part of an eligible Premises.

ELIGIBLE

CUSTOMERS: In order to be eligible for the Loan, the Customer must:

- (a) receive or will receive Service from FortisBC;
- (b) participate in the Equal Payment Plan as specified in Section 8.6 (Equal Payment Plan);
- (c) have paid on or before the due date, all or all but one of FortisBC's bills issued, if any, during the twelve Month period preceding the date of the application for the Loan;
- (d) as of the date for applying for the Loan, have a credit rating of at least 650 on the Equifax Beacon rating system (i.e. a credit rating of 650 or higher); and
- (e) be the lawful owner of an eligible Premises evidenced by a copy of the Land Title Certificate.

If the copy of the Land Title Certificate is not available, the Customer must consent to FortisBC to conduct a search of the Land Title Office to verify ownership.

ELIGIBLE

PREMISES: The Loan is for improving energy efficiency to a Premises, or part of a Premises that is a residential building of three stories or less that occupies no more than 600 square meters of ground service, is habitable all year and is:

- (a) a detached home;
- (b) a building that is part of a complex of side-by-side attached buildings; or
- (c) a mobile home on a permanent foundation.

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

Original Page R-91.1

SCHEDULE 91 – ON-BILL FINANCING PILOT PROGRAM (cont'd)

ELIGIBLE ENERGY

EFFICIENCY

IMPROVEMENTS: The energy efficiency improvements to a Premises or a part of a Premises eligible for the Loan must

- (a) fall into one of the following categories:
 - (i) air sealing;
 - (ii) mechanical ventilation;
 - (iii) attic insulation;
 - (iv) exterior wall insulation;
 - (v) basement, crawlspace and header insulation;
 - (vi) primary method of heating occupied space;
 - (vii) domestic hot water heating; or
 - (viii) window and door replacement; and
- (b) be a qualified retrofit measure under the Ministry of Energy, Mines and Natural Gas LiveSmart BC program.

ENERGY

REPORT:

To be eligible for the Loan, the improvements specified herein must be recommended in an energy report respecting the eligible Premises or the part of the Premises. The energy report must be completed and signed by a qualified energy advisor no more than eighteen calendar months before the date of the Financing Agreement. A qualified energy advisor is certified as such by Natural Resources Canada and employed by or under contract with a service organization licenced by Natural Resources Canada to perform EnerGuide Rating System evaluations.

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

Original Page R-91.2

SCHEDULE 91 – ON-BILL FINANCING PILOT PROGRAM (cont'd)

TERMINATION

OF PROGRAM: FortisBC may terminate the On-Bill Financing Pilot Program at any time and without notice subject to the provisions of the *Clean Energy Act* [SBC 2010], c. 22 and any regulations promulgated thereunder. Notwithstanding the foregoing, all Financing Agreements and obligations thereunder duly entered into under the On-Bill Financing Pilot Program up to the date of termination will survive such termination.

BASIC TERMS OF THE FINANCING AGREEMENT

In addition to the terms listed above under Schedule 91 and the charges, if applicable, for Disconnection and Reconnection of Meter, Required Cheque Service, and Collection listed under Schedule 80, the following terms and conditions are an integral part of the On-Bill Financing Pilot Program:

1. The Customer must meet all the eligible requirements contained herein and sign the applicable Financing Agreement provided by FortisBC in order to receive the Loan.
2. The Financing Agreements under the On-Bill Financing Pilot Program have a term of ten Years.
3. The Loan will be paid in 120 equal Monthly installments. The equal Monthly installments will form a component of FortisBC's electric utility bill known as the On-Bill Financing Charge and will be subject to normal utility collection procedures, including service disconnect, as outlined in Section 8.2 (Payment of Accounts).
4. Available Loan amounts under the On-Bill Financing Pilot Program are limited to a minimum principal amount of \$1,000 and a maximum principal amount of \$10,000 per Premises.
5. The interest charged by FortisBC on the principal amount of the Loan does not exceed 4.5 annual percentages.

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

Original Page R-91.4

RATE SCHEDULE 95 - NET METERING

DEFINITIONS:

| C/N

Customer-Generator - An electric Service Customer of FortisBC 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 FortisBC's transmission or distribution facilities; and
- (e) is intended to only offset part or all of the Customer-Generator's requirements for Electricity on an annual basis. The program is not intended for customers who generate Electricity in excess of their annual requirements.

| C/N

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

Order No.: G-63-18 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 18, 2019 Accepted for Filing: July 23, 2019

BCUC Secretary: Original signed by Patrick Wruck

First Revision of Page R-95.1

RATE 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 only a portion or all of the Customer's requirements for Electricity on an annual basis. The program is not intended for customers who generate Electricity in excess of their annual requirement, however, a customer meeting program requirements at the time of initial application will not become ineligible due to future net excess generation.

A Customer who is already a participant in the Net Metering Program, and wishes to remain so, must not increase their generating capacity without prior approval of FBC, which shall be granted on the same basis as a new customer will be evaluated for entry into the Net Metering Program.

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 will 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 FortisBC and as specified in the Net Metering Billing Calculation section in this schedule.

BILLING CALCULATION:

1. Net metering will 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, as measured in kWh, shall be held in a "kWh Bank" and used in subsequent billing periods to offset net consumption.

C/N

C/N

RATE SCHEDULE 95 - NET METERING (Cont'd)

4. For eligible Customers receiving Service under a Time-of-Use (TOU) Rate Schedule, consumption and generation during On-Peak Hours will be recorded and netted separately from consumption and generation during Off-Peak Hours and held in separate kWh Banks such that any balance in respective kWh Banks can be applied in subsequent billing periods in either the On-Peak Hours or Off-Peak Hours as appropriate.
5. In the case where there is a balance in the kWh Bank at the time of the first meter reading following March 31, FortisBC shall be deemed to have purchased that amount of electricity from the Customer, and shall pay the Customer for that Electricity at the Energy Price determined in accordance with Clause 6 below.
6. Energy Price – The price paid to a Customer-Generator for Electricity represented by kWh remaining in the kWh Bank at the billing period immediately following March 31 in each year shall be the BC Hydro 3808 Tranche 1 energy rate in effect at that time.

C/N

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 FortisBC.
2. The Net Metered System and all wiring, equipment and devices forming part of it, will 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 will be installed, maintained and operated in accordance with those Requirements.
3. Unless otherwise approved by FortisBC, the Customer-generator's Service will be metered with a single, bi-directional meter.
4. The Contract Period for Service under this schedule will be one (1) Year and thereafter will 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. FortisBC maintains the right to inspect the facilities with reasonable prior notice and at a reasonable time of Day.
7. FortisBC maintains the right to disconnect, without liability, the Customer-Generator for issues relating to safety and reliability.

Order No.: G-63-18 Issued By: Doug Slater, Director, Regulatory Affairs
Effective Date: July 18, 2019 Accepted for Filing: July 23, 2019
BCUC Secretary: Original signed by Patrick Wruck First Revision of Page R-95.3

RATE SCHEDULE 95 - NET METERING (Cont'd)

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 General Terms and Conditions set forth in FortisBC's Electric Tariff on file with the British Columbia Utilities Commission.
11. A Net Metered System used by a Customer-Generator will meet all applicable safety and performance standards established as set forth in FortisBC's Rules and Regulations.
12. A Customer-Generator will, at its expense, provide lockable switching equipment capable of isolating the Net Metered System from FortisBC's system. Such equipment will be approved by FortisBC and will be accessible by FortisBC 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 FortisBC including but not limited to safety and reliability.
14. The Customer will 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 will 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.

Order No.:	G-63-18	Issued By:	Doug Slater, Director, Regulatory Affairs
Effective Date:	July 18, 2019	Accepted for Filing:	<u>July 23, 2019</u>
BCUC Secretary:	<u>Original signed by Patrick Wruck</u>		First Revision of Page R-95.4

RATE SCHEDULE 96 – ELECTRIC VEHICLE CHARGING

APPLICABLE: Available for electric vehicle charging at FortisBC-owned Direct Current Fast Charging stations.

RATE: For 50 kW charging stations:
\$0.26 per minute.
For 100 kW charging stations:
\$0.54 per minute.
The rate is pro-rated on a per-second basis based on the time that a vehicle is plugged in.

C/N/O

NOTE: Customers taking service under this Rate Schedule will be billed and make payment at the time of charging.
The rate for electric vehicle charging will be reviewed on a periodic basis.

PERMANENT RATE ESTABLISHMENT: Pursuant to the British Columbia Utilities Commission Order G-350-21, rates under this schedule are set on a permanent basis for consumption on and after December 30, 2021.

C/N/O

RATE 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 (1/12th) 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, will have the meaning ascribed to them therein.

Order No.: G-40-19 Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: July 1, 2019 Accepted for Filing: June 26, 2019

BCUC Secretary: Original signed by Patrick Wruck

Original Page R-100.1

RATE 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 (BC Hydro) and the power is being delivered to a load with or beyond the BC Hydro service area. For clarity, the zero rate is not available for the delivery of power to the BC Hydro system where there is no equivalent point-to-point transmission reservation on the BC Hydro system.

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 BC Hydro and the power is being delivered to a load within or beyond the BC Hydro service area. For clarity, the zero rate is not available for the delivery of power to the BC Hydro system where there is no equivalent point-to-point transmission reservation on the BC Hydro system.

MINIMUM

PRICE: \$0.002 per kW per Hour

MAXIMUM

PRICE: The Transmission Customer will pay each Month for Reserved Capacity designated at the POD at rates not to exceed the applicable charges set forth below.

<u>Delivery</u>	<u>Transmission</u>	<u>Distribution</u>
<u>per kW of Reserved Capacity Demand</u>		
Monthly	\$4.75	\$9.16
Weekly	\$1.0991	\$2.1118
Daily	\$0.1567	\$0.3009
Hourly	\$0.0067	\$0.0126

Order No.: G-276-23 Issued By: Sarah Walsh, Director, Regulatory Affairs

Effective Date: January 1, 2023 Accepted for Filing: November 3, 2023

BCUC Secretary: Original signed by Patrick Wruck

Sixth Revision of Page R-101.1

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

BILLING FOR EXISTING CUSTOMERS:

Customers taking service on this rate schedule pursuant to a Transmission Access Agreement effective prior to February 25, 2019 will be charged a revised rate based on the published Tariff rate, which is current at the time service is provided, multiplied by the following percentage:

For the period beginning 00:00 January 1, 2020, 70%

For the period beginning 00:00 January 1, 2021, 80%

For the period beginning 00:00 January 1, 2022, 90%

For the period beginning 00:00 January 1, 2023, 100%

PERMANENT RATE ESTABLISHMENT:

Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

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RATE SCHEDULE 102 - NON-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 the FBC website 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 the FBC website; and
3. Once a discount is negotiated, details must be immediately posted on the FBC website. 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, will have the meaning ascribed to them therein.

PENALTY CHARGE:

A penalty charge will be applied at the 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.

PERMANENT RATE

ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

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Order No.:	G-276-23	Issued By:	Sarah Walsh, Director, Regulatory Affairs
Effective Date:	January 1, 2023	Accepted for Filing:	<u>November 3, 2023</u>
BCUC Secretary:	<u>Original signed by Patrick Wruck</u>		Sixth Revision of Page R-102.2

RATE 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.

MAXIMUM

MONTHLY RATE: \$0.18926 per kW.h of Reserved Capacity per Month

MAXIMUM

WEEKLY RATE: \$0.04406 per kW.h of Reserved Capacity per week

MAXIMUM

DAILY RATE: \$0.00624 per kW.h of Reserved Capacity per day

MAXIMUM

HOURLY RATE: \$0.00026 per kW.h of Reserved Capacity per Hour

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.

PERMANENT RATE ESTABLISHMENT:

Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

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**RATE 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: \$0.935 per MW of Reserved Capacity per Hour

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.

**PERMANENT RATE
ESTABLISHMENT:**

Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

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RATE 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 FortisBC 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 and 101.

RATE: \$10.55 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 FortisBC'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.

PERMANENT RATE ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

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RATE SCHEDULE 106 - ENERGY IMBALANCE SERVICE (Cont'd)

A positive imbalance will be credited as the lower of:

- (i) The Tranche 1 Energy Price set out in BC Hydro Rate Schedule 3808 as of January 1 in the calendar Year in which the available surplus power is delivered; and
- (ii) The Hourly Powerdex Mid-Columbia index price for the Hour in which the positive Energy Imbalance Service is taken by the Customer. In Hours in which the Mid-Columbia index price is negative, the negative value will be used result in a charge to the Customer for those Hours;

plus:

- (iii) An administrative premium of 10 percent will be subtracted from the credited amount or added to the charged amount if the Mid-Columbia index price was negative.

A negative imbalance will be charged as follows:

- 1. For Hourly negative Energy Imbalance Service less than or equal to 4 MW, the charge will be:

- (i) The amount of negative Energy Imbalance Service x (1 x loss compensation percentage under Rate Schedule 109);

multiplied by:

- (ii) The Hourly Powerdex Mid-Columbia per kW.h price for the Hour in which the negative Energy Imbalance Service is taken by the Customer. In Hours in which the Mid-Columbia per kW.h price is negative a zero value will be used;

plus:

- (iii) The Bonneville Power Authority's (BPA) wheeling rate from B.C.-U.S. Border to Mid-Columbia. per kW.h;

plus:

- (iv) An administrative premium of 10 percent.

RATE 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. FortisBC 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 FortisBC 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 and 101.

RATE: \$10.55 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 FortisBC'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.

PERMANENT RATE ESTABLISHMENT:

Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

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**RATE 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. FortisBC 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 FortisBC 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 and 101.

RATE: \$10.55 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 FortisBC 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.

PERMANENT RATE ESTABLISHMENT: Pursuant to British Columbia Utilities Commission Orders G-349-22 and G-87-23, rates were set on an interim basis for consumption on and after January 1, 2023. Pursuant to British Columbia Utilities Commission Order G-276-23 approving the compliance filing for implementation of the British Columbia Utilities Commission Decision and Order G-236-23 in the Generic Cost of Capital proceeding, the interim rates approved by Orders G-349-22 and G-87-23 are made permanent for consumption on and after January 1, 2023.

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RATE 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 January 2023, \$31,321.55 per MVA of Nominated Wheeling Demand | A

MONTH CHARGE: The Monthly charge will 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 will 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.

Order No.: G-19-10

Issued By: Sarah Walsh, Director, Regulatory Affairs

Effective Date: January 1, 2023

Accepted for Filing: April 5, 2023

BCUC Secretary: Original signed by Patrick Wruck

Fourth Revision of Page R-110.1

**RATE SCHEDULE 111 – WANETA EXPANSION RESIDUAL CAPACITY – BC
HYDRO**

AVAILABILITY: Available to BC Hydro for the purchase of WAX Capacity in accordance with the terms and conditions as set forth in Electric Tariff Supplement No. 10 until September 30, 2025.

APPLICABLE: Purchased Capacity is deemed to be available to BC Hydro at the Kootenay Interconnection, as specified in Electric Tariff Supplement No. 10.

HOURLY
CAPACITY RATE: The Monthly Demand Charge, in \$ per kW/Month, will be as determined pursuant to the Power Purchase Agreement (including all rate riders and excluding any taxes) and set out from time to time in BC Hydro's Rate Schedule 3808 or its successor Rate Schedule.

The Hourly capacity rate (\$ per MW/Hour) for the Purchased Capacity made available to BC Hydro is the Monthly Demand Charge multiplied by 1000 and divided by 730.

PURCHASED
CAPACITY: The amount of WAX Capacity that will be made available to BC Hydro during each Hour of the Term will be the lesser of:

- (i) 50 MW; and
- (ii) the amount of Residual Capacity (in MW) for that Hour, rounded to one decimal place.

The amounts payable by BC Hydro for each Hour of a Billing Month will be summed, and the sum for all Hours of the Billing Month will be invoiced by FortisBC.

DEFINITIONS: All terms capitalized above are defined in Electric Tariff Supplement No. 10.

Note: The terms and conditions under which service is provided to BC Hydro are contained in the Residual Capacity Agreement, Electric Tariff Supplement No. 10.