

FASKEN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

550 Burrard Street, Suite 2900
Vancouver, British Columbia V6C 0A3
Canada

T +1 604 631 3131
+1 866 635 3131
F +1 604 631 3232

fasken.com

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Christopher R. Bystrom
Direct 604 631 4715
Facsimile 604 632 4715
cbystrom@fasken.com

Electronic Filing

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

Attention: Mr. Patrick Wruck, Commission Secretary

Dear Sirs/Mesdames:

**Re: FortisBC Energy Inc. and FortisBC Inc. Application for Approval of COVID-19
Customer Recovery Fund Deferral Account ~ Project No. 1599081 - Reply
Argument**

In accordance with the regulatory timetable in the above proceeding, we enclose for filing the Reply Argument of FortisBC Energy Inc. and FortisBC Inc., dated May 25, 2020.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP

[Original signed by]

Christopher Bystrom*
*Law Corporation

CRB/NR
Encl.



BRITISH COLUMBIA UTILITIES COMMISSION
IN THE MATTER OF THE UTILITIES COMMISSION ACT,
R.S.B.C. 1996, CHAPTER 473

and

FORTISBC ENERGY INC. AND FORTISBC INC.
COVID-19 CUSTOMER RECOVERY FUND DEFERRAL ACCOUNT
APPLICATION

REPLY SUBMISSION OF
FORTISBC ENERGY INC. AND FORTISBC INC.

MAY 25, 2020

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A. Introduction

1. In response to the impact of the COVID-19 pandemic on its customers, FortisBC Energy Inc. (“FEI”) and FortisBC Inc. (“FBC”) (together, “FortisBC” or the “Companies”) filed their COVID-19 Customer Recovery Fund Deferral Account Application (the “Application”) on April 3, 2020 to seek approval of customer relief measures and a COVID-19 Customer Recovery Fund deferral account for each of FEI and FBC.¹ FortisBC’s Application is supported by the majority of interveners, including the B.C. Sustainable Energy Association (“BCSEA”), the Commercial Energy Consumers Association of British Columbia (“CEC”), MoveUP (the Canadian Office and Professional Employees Union, Local 378, known as Movement of United Professionals), and the BC Old Age Pensioners’ Organization, Active Support Against Poverty, Council of Senior Citizens’ Organizations of BC, Disability Alliance BC, and Tenant Resource and Advisory Centre known collectively at BCOAPO et al (“BCOAPO”), although with recommendations. Intervener recommendations primarily focusing on the length of the customer relief and potential process for its extension. BCOAPO makes the most wide-ranging comments or recommendations, related to the bill credits for small commercial customers, the COVID-19 Customer Recovery Fund deferral accounts, and other matters. Only Mr. Shadrack appears not to support the Application. In this Reply Submission, FortisBC responds to the issues raised by interveners. Silence in this reply argument by FortisBC on any particular point should not be construed as agreement.

B. Length and Potential Extension of Customer Relief Measures

(a) FortisBC Has Discretion to Extend the 12 Month Repayment Plan

2. BCOAPO submits that “the approval granted to FortisBC should be more flexible rather than specifying, as it does now, that repayments will start July 1, 2020.”² FortisBC’s draft orders sought, which are modelled on the BCUC’s interim orders, do not mention the July 1,

¹ Exhibit B-1.

² BCOAPO Submission, p. 7.

2020 date and do not need to be adjusted. While customers that have been granted the three-month deferral will have agreed to enter into a 12-month repayment plan beginning July 1, 2020, if customers are unable to pay, FortisBC will work with them in the ordinary course to find a workable repayment plan. FEI and FBC have this discretion under the General Terms and Conditions of their tariffs, which give the Companies the ability to implement bill payment deferral on a case-by-case basis.³ Thus, as BCOAPO's submission notes, FortisBC's application form for customer relief says: "Depending on how the COVID-19 outbreak situation progresses and the duration of public health orders and measures in place, adjustments to the repayment period may be made."⁴

(b) FortisBC Will be Assessing the Three Month End Date

3. BCOAPO submits that the formal deferral should continue until at least the number of customers requesting deferral is reduced to a manageable number of customers.⁵ Mr. Shadrack recommends that the bill relief "should last until 30 days after all social distancing and other orders are lifted by BC's Medical Health Officer."⁶

4. FortisBC submits that an indefinite or lengthy extension of the deferral period is premature and does not represent a balanced consideration of the situation.

5. First, customers are able to apply up to July 1, 2020 for the deferral, which means that the proposed customer relief should support the relatively large group of customers that have been financially impacted by the pandemic so far. As explained above, FortisBC can work with these customers to adjust the 12-month repayment plan if needed. To the extent that small numbers of customers become impacted due to COVID 19, FortisBC can work with

³ Exhibit B-2, BCUC IR1 1.4. E.g., Section 16.7 of FEI's GT&Cs states: "FortisBC Energy may bill a Customer as often as FortisBC Energy considers necessary but generally will bill on a Monthly basis." Section 16.8 says that the Customer may pay the bill on or before the due date, which may be a period "agreed upon by the Customer and FortisBC Energy."

⁴ BCOAPO Submission, p. 8.

⁵ BCOAPO Submission, p. 7.

⁶ Mr. Shadrack Submission, p. 1, 2 and 3.

those individual customers on a one-on-one basis. If there is a second wave of the virus that affects a large group of customers, FortisBC can assess the situation and apply for additional relief at that time.

6. Second, FortisBC and customers must also consider that the deferral of bill payments may become a burden for customers in the future, that extending the period of deferral will serve to increase this burden, and that, ultimately, sustainable bill payment plans need to be found.

7. Third, there needs to be an opportunity for FortisBC to learn from its experience with its customer relief measures, including how many customers are interested in the deferral.⁷ FortisBC will be assessing the current three-month end-date, including feedback from customers who have signed up for the deferral, and will apply to the BCUC if there is a need for an extension or other formal change to the program. Depending on the number of customers interested in a deferral, and other factors, including the availability of significant government relief programs, it may be preferable for FortisBC to work with customers individually.

(c) FortisBC Will Apply for Extension of Relief if Needed and Report to the BCUC in its Annual Reviews

8. MoveUP requests that FortisBC report to the BCUC by June 1, 2020 regarding an extension or plans for transitioning customers to repayment plans, and that any application for an extension be dealt with on an expedited basis.⁸ CEC recommends that FortisBC report at the end date of the program.⁹ BCOAPO requests that the BCUC lead a process to determine if the relief should be extended, rather than rely on a FortisBC application.¹⁰ FortisBC's response is threefold.

⁷ Exhibit B-4, CEC IR1 1.1.

⁸ MoveUP Submission, pp. 1-2.

⁹ CEC Submission, p. 5.

¹⁰ BCOAPO's submission, pp. 7 and 14-15.

9. First, FortisBC is in the best position to determine whether further structured relief is required for its customers. For example, FortisBC is in regular communication with customers seeking bill relief, and only FortisBC can determine whether it can manage the number of customers requesting deferral on a case-by-case basis. It is, therefore, appropriate and efficient for the BCUC to rely on FortisBC to bring forward an application to change the program if needed.

10. Second, FortisBC will assess the need for an extension or other formal change to the customer relief measures and can commit to applying to the BCUC by June 15, 2020 if necessary to implement any changes. MoveUP's requested date of June 1 is too early given the likely timing of a Decision in this proceeding, and as FortisBC needs as much time as possible to assess the need for any formal change. FortisBC agrees with MoveUP that an application to extend the relief measures should be dealt with on an expedited basis. The current proceeding demonstrates that FortisBC and the BCUC are able to proceed in a manner that facilitates expedited relief.

11. Third, FortisBC proposes to report on the COVID-19 Customer Recovery Fund deferral account and customer relief measures in each company's Annual Review, which are expected to be filed in August or September 2020.¹¹ Given the timing of these processes, FortisBC submits that no other earlier reporting is required.

C. Bill Credits for Small Commercial Customers That Have Closed Due to the Pandemic

(a) Meaning of "Closed" is Reasonably Clear

12. BCOAPO submits that FortisBC needs to more clearly define what it means by a business that has been "closed" in order to "comply with public health orders due to the COVID-19 pandemic".¹² BCOAPO suggests that there is a range of meanings to "closed" and

¹¹ Exhibit B-1, p. 4; Exhibit B-2, BCUC IR1 4.3.

¹² BCOAPO Submission, p. 11.

that this could include business that are continuing their operations in modified fashion.¹³ FortisBC does not believe the meaning of “closed” is as ambiguous as BCOAPO suggests. If a business is still operating in modified fashion then by definition it is not closed.

(b) Closure Due to Public Health Order Not Required

13. BCOAPO submits that “the BCUC should require FortisBC to confirm, as part of its after the fact eligibility review, whether or not and for what period the government public health orders for closure were applicable to the commercial customer’s business.”¹⁴ FortisBC clarified in the oral hearing before the BCUC Panel that bill credits would be available to small commercial customers that have closed their business due to the pandemic, not only strictly due to public health orders.¹⁵ This change is reflected in the BCUC’s interim orders and FortisBC’s draft orders sought attached to its Final Submission.

(c) Commercial Customers That Are Closed Will Not Benefit From Service

14. BCOAPO questions why the utility has not offered bill forgiveness to residential customers as well as to small businesses.¹⁶ BCOAPO says: “Fortis has failed to cost even its own more modest proposals, let alone one that includes bill credits for residential customers with a demonstrable need so its assertions that such a relief measure would not work is less than persuasive: more opinion than fact.”¹⁷ As set out its Final Submission, FortisBC considered a range of factors when designing its proposed customer relief, and the financial costs of providing bill credits was only one of those factors.¹⁸ A primary consideration in offering bill credits to small commercial customers that had closed their business was that small commercial customers that were closed would not continue to benefit from utility service.

¹³ BCOAPO Submission, pp. 11-12.

¹⁴ BCOAPO Submission, p. 14.

¹⁵ Tr. 1, p. 17, ll. 16-20 (Roy).

¹⁶ BCOAPO Submission, p. 4.

¹⁷ BCOAPO Submission, p. 4.

¹⁸ FortisBC Final Submission, paras. 10-16.

There are also a relatively small number of customers and they are expected to have minimal usage while closed.¹⁹

15. FortisBC explained why it did not offer credits to residential customers as follows:

With respect to residential customers, FortisBC considered the potential large volume of customers impacted and the ability to provide meaningful support to those that need it most while balancing the overall costs to all customers of providing such relief. Offering the ability to defer payments, free of interest, and a twelve month repayment term, provides immediate support and relief as well as a reasonable repayment period to help ease financial difficulty over the longer term, resulting in minimal impact and cost to all other customers

While FortisBC considered the option of bill credits, residential customers continue to use the energy and service provided and the provision of such credits at this time implies a predetermination that residential customers will not be able to pay their bills now or in the future. However, it is too early to make this determination – a residential customer’s inability to pay today does not necessarily indicate that they will be unable to pay in the future. While it may be the case that some residential customers are ultimately unable to pay their deferred balances, FortisBC’s proposed approach provides a reasonable balance of immediate relief with the potential opportunity for future targeted recovery programs, thus minimizing the overall financial impacts to all customers.²⁰

(d) Small Commercial Customers that are Open, but in Financial Distress due to COVID-19, Qualify for Deferral

16. BCOAPO argues that commercial customers that are not closed, but in financial stress, may receive bill credits, and, therefore, residential customers in similar financial distress should also receive bill credits.²¹ FortisBC’s proposal is that credits are only available to commercial customers that have actually closed their business. As noted above, this would not include businesses that are open or operating in some modified or limited fashion. A

¹⁹ Exhibit B-3, BCOAPO IR1 2.1.

²⁰ Exhibit B-3, BCOAPO IR1 2.1.

²¹ BCOAPO Submission, pp. 12-13.

commercial customer whose business is open, but is in financial distress, qualifies for the bill deferral, just as residential customers do.

(e) Customers Will Continue to Receive Clear Messaging on Bills

17. BCOAPO says that providing bill credits in a lump sum may result in customer confusion if they continue to receive energy bills and that such bills should include clear messaging that customers are not required to pay.²² FortisBC advises that bill messages directly on the bill clarify enrollment and payment requirements that are applicable during the payment deferral and bill credit period. Further, at the time the lump sum credit is applied, the calculation of the bill and amount owing will be clearly presented on the bill. In addition, FortisBC has information on the website as well as contact centre representatives that are well informed to respond to any questions that customers may have.²³

(f) Exogenous Factor Treatment is Moot

18. BCOAPO does not object to the establishment of the COVID-19 Customer Recovery Fund deferral account, but objects to the impacts of the bill credits being treated as an exogenous event.²⁴ FortisBC is requesting that the bill credits be recorded in the COVID-19 Customer Recovery Fund deferral account, to which BCOAPO does not object. If the bill credits are recorded in the deferral account, then whether they would qualify for exogenous treatment under FortisBC's proposed MRPs is moot.

D. COVID-19 Customer Recovery Fund Deferral Accounts

(a) Any Unrecoverable Revenue from Three-Month Deferral Is Due to COVID-19

19. BCOAPO submits that unrecoverable revenue related to deferred bills should be recovered in the deferral accounts only if the unrecoverable revenue is classified as being due

²² BCOAPO Submission, p. 16.

²³ <https://www.fortisbc.com/about-us/supporting-british-columbia-during-the-covid-19-outbreak/covid-19-customer-recovery-fund>

²⁴ BCOAPO Submission, p. 17.

to COVID-19.²⁵ FortisBC submits that by definition this will be the case. When a customer is granted a three-month deferral of their bills due to COVID-19, then that revenue becomes at risk due to COVID-19. FortisBC will seek to collect that revenue through the 12-month repayment plan (as adjusted if necessary) and its ordinary collection processes. If FortisBC is ultimately unable to collect the revenue, that unrecoverable revenue is rightly attributed to the original cause of the deferral, namely, COVID-19.

(b) Difference In Treatment Compared to Evacuation Relief is Justified

20. BCOAPO points out that FortisBC is proposing that the credits proposed in the evacuation relief proceeding will be recorded in the Flow-through deferral accounts and that FBC's Flow-through deferral account only receives FBC's short-term interest rate. BCOAPO suggests that this contradicts FortisBC's evidence in this proceeding and that there may be double counting of unrecovered revenue due to the operation of the Flow-through deferral account.²⁶

21. First, FortisBC's evidence in this proceeding explains why there will be no double counting of unrecovered revenue due to the Flow-through deferral accounts and the COVID-19 Customer Recovery Fund deferral accounts:

If a customer does not consume as much energy due to the pandemic, the revenue shortfall compared to what was forecast for rate-setting purposes is captured in specific revenue flow-through mechanisms. However, as a customer is billed, the actual revenue is recognized with an equivalent setup of an accounts receivable with the expectation of a cash receipt from the customer. If there is determination at a later point that the cash is unlikely to be received from the customer, a bad debt expense is booked as a reserve against the accounts receivable and the previously recognized revenue remains unchanged. With the establishment of the COVID-19 Recovery Fund deferral account, the total bad debt expense will be split into two amounts – that which is due to the

²⁵ BCOAPO Submission, p. 18.

²⁶ BCOAPO Submission, pp. 19-20.

COVID-19 pandemic and recorded in the deferral account, and normal course bad debt expense that continues to reside in O&M expense.²⁷

22. Second, there is no contradiction in FortisBC's evidence. As noted by BCOAPO,²⁸ FortisBC is proposing that any evacuation relief granted will reside in the Flow-through deferral accounts because they represent a reduction in revenues. In the case of the evacuation relief, FortisBC is proposing to provide credit or to waive the charges that would otherwise have applied for a qualifying evacuee customer during an evacuation period and that revenue variance will reside in each of the Companies' respective Flow-through deferral accounts. The only aspect of FortisBC's proposals in this proceeding that will also result in a reduction in revenues is for any bill credits that are provided (the bill deferral program does not reduce revenues). As discussed in the Application, FortisBC has proposed the COVID 19 Customer Recovery Fund deferral account to provide transparency and capture the impacts of its proposals in one place. This is in contrast to the evacuation relief proposals, where, due to the intermittent nature of the evacuation relief proposals and the limited amount of revenue involved, FortisBC did not propose to alter the Flow-through deferral account treatment and request a separate deferral account. In both cases, there is deferral account treatment, and there is logic behind the creation of the COVID 19 Customer Recovery Fund deferral account, such that these different treatments are not contradictory.

23. Third, FortisBC's proposed new deferral accounts for the COVID-19-related unrecovered revenue are justified. The deferral accounts will provide increased transparency as to the impact of the pandemic and will enable unrecovered revenue to be tracked and potentially recovered by rate schedule. FortisBC's Flow-through deferral accounts are not tracked by rate schedule, are used to record other items approved as flow-through, and the balance is disposed of each year. This manner of disposition may not be suitable for the unrecovered revenue due to COVID-19.

²⁷ Exhibit B-3, BCOAPO IR1 7.2.

²⁸ BCOAPO Submission, p. 19.

24. In addition, FortisBC's proposed treatment is equivalent to the revenue lag that would otherwise be recognized in working capital deficiency as part of rate base. FortisBC explained:

The rate base treatment of the COVID-19 deferral account is directly comparable to the inclusion of revenue lead lag days in the cash working capital component of rate base, to which the rate base rate of return is applied and approved by the BCUC. In absence of the rate base deferral account, FortisBC would, in its exogenous factor proposal, account for the additional costs to finance the revenue lead lag adjustment...²⁹

25. Therefore, FortisBC submits that its proposed deferral account treatment, including a rate base return, is appropriate.

(c) Disposition of Balance of Account Should Be Determined In Accordance with Regulatory Principles

26. BCOAPO submits that in any future application for disposition of the deferral accounts, the BCUC should consider whether the balances should be shared between customers and FortisBC's shareholder.³⁰ Mr. Shadrack argues that costs should be split 50/50 as it is an "Act of God" situation, and that any costs attributed to customers for COVID-19 should not apply to customers engaged in bill deferral payments.³¹

27. FortisBC has not proposed a method for disposing of the balance of the COVID-19 Customer Recovery Fund deferral accounts, but has proposed that the disposition should be left to future proceedings when the balances in the accounts are reasonably known.³² FortisBC submits that the disposition of the balances should not be determined in this proceeding as there is insufficient information related to the balances in the accounts and the nature of the balances by rate schedule, amongst other information needed to make an informed decision about the disposition. While a topic for a future BCUC Panel, FortisBC submits that the

²⁹ Exhibit B-3, BCOAPO IR1 9.1.

³⁰ BCOAPO Submission, p. 21.

³¹ Mr. Shadrack Submission, p. 2 and 6.

³² Exhibit B-1, pp. 3-4; Exhibit B-6, Shadrack IR1 2.

disposition of the costs should be decided in accordance with standard regulatory principles, including FortisBC's right to a reasonable opportunity to recover its costs to serve customers and a fair return under the approved rate setting framework at the time.

E. Other Issues

(a) FortisBC is Communicating With Customers

28. BCOAPO requests that the BCUC direct FortisBC to communicate to customers its willingness to be flexible with bill payment plans, and that customers can call FortisBC should different payment plans be required.³³ No such direction is needed. FortisBC regularly communicates with its customers regarding bill payment issues that arise, and there is no evidence of any deficiency in FortisBC's communications. As stated in its Application, FortisBC continues to encourage customers who are concerned about their energy bills to contact FortisBC to discuss their alternatives. FEI and FBC have and continue to inform customers about their respective COVID-19 Customer Recovery Funds, including who is eligible and how to apply, through various communication channels such as direct communication, news media, social media postings, and information on FortisBC's website³⁴

(b) FortisBC is Offering Relief to All Qualifying Customers

29. BCOAPO is concerned that the wording of the approval in this proceeding may give FortisBC the discretion to arbitrarily deny relief to qualifying customers.³⁵ FortisBC is offering the relief to all qualifying customers, and would not benefit in any way from denying relief to qualifying customers. FortisBC has requested discretion to offer the deferral and bill credits, not discretion to arbitrarily deny relief to qualifying customers. The interim orders of the BCUC and the draft orders sought as attached to FortisBC's Final Submission make this clear.

³³ BCOAPO Submission, p. 9.

³⁴ Exhibit B-1, p. 4.

³⁵ BCOAPO Submission, pp. 5-6.

(c) FortisBC Will Manage Workloads

30. MoveUP is concerned about the impact on its members' workload, particularly those who provide customer service.³⁶ FortisBC has explained that it can meet customer service workloads with its existing staffing levels.³⁷ FortisBC has continually demonstrated the ability to manage customer service workload, and there is no evidence to suggest that customer service quality is declining, or that FortisBC is not meeting its obligations to its internal workforce. FortisBC submits that this should not be a matter on which the BCUC should opine on in this proceeding.

(d) Reimbursement due to Other Sources of Relief Not Workable

31. The CEC recommends that customers be required to reimburse FortisBC if they are covered by sources of relief from government, in addition to insurance.³⁸ FortisBC submits that this is not necessary or practical. Given the number and complexity of government programs, it would be impossible to determine if other sources of relief were meant to or in fact did cover the same financial burden designed to be addressed by FortisBC's relief measures. Attempting to do so would add significantly to the complexity and administrative costs and burden of FortisBC's relief measures. Moreover, imposing such a reimbursement obligation would mean that FortisBC would not be providing the relief that customers are looking for. Finally, attempting to impose this condition after customers have already applied would be detrimental to FortisBC's relationships with its customers.

(e) Issues Raised by Mr. Shadrack

32. Mr. Shadrack raises a number of unique issues, including questioning FortisBC's legal authority to work with customers on a case-base-case basis,³⁹ that there should be a province-wide framework for resolving issues related to non-payment of bills to utilities due to

³⁶ MoveUP Submission, p. 1.

³⁷ Exhibit B-5, MoveUP IR1 1.4, 1.5 and 1.6.

³⁸ CEC Submission, p. 3, para. 20.

³⁹ Mr. Shadrack's Submission, pp. 3-4.

COVID-19,⁴⁰ that the BCUC should make directions regarding meter reading in a manner consistent with social distancing,⁴¹ and that FBC should provide customers with a “cash payment” where it has overcharged customers.⁴² FortisBC replies as follows:

- **Discretion under Tariffs to Manage Payment Plans:** FEI and FBC have the discretion under the General Terms and Conditions of its tariff to offer deferrals and repayment plans on a case-by-case basis.⁴³ For example, Section 16.8 of FEI’s General Terms and Conditions states that the due date for bill payment may be “agreed upon by the Customer and FortisBC Energy.”
- **No Need for Province-Wide Framework:** The BCUC is already hearing and determining applications from multiple utilities for customer relief measures due to COVID-19. These processes appear to be working well. Rather than a province-wide framework, FortisBC submits that it is preferable for the BCUC to consider relief suitable for the circumstances of each utility and its customers. In this regard, FortisBC notes that *Direction to the British Columbia Utilities Commission respecting Covid-19 Relief*, BC Reg.76/2020, applies only to BC Hydro,⁴⁴ and the province-wide health orders referenced by Mr. Shadrack do not relate to utility customer relief measures.
- **Meter Reading Being done Consistent with Social Distancing:** FBC does most of its meter reading through AMI. Where manual meter reading applies, FortisBC’s meter reading can be, and is being, undertaken in accordance with public health orders and guidance, including physical distancing protocols, during the COVID-19 pandemic.⁴⁵

⁴⁰ Mr. Shadrack’s Submission, pp. 4-5.

⁴¹ Mr. Shadrack’s Submission, p. 5.

⁴² Mr. Shadrack’s Submission, pp. 5-6.

⁴³ Exhibit B-2, BCUC IR1 1.4.

⁴⁴ Online: http://www.bclaws.ca/civix/document/id/complete/statreg/76_2020.

⁴⁵ Exhibit B-6, Mr. Shadrack IR1 4.

- **No Evidence of Overcharging:** There is no evidence that FBC has “consistently overcharged certain customers” as alleged by Mr. Shadrack.⁴⁶ With AMI, only a very small number of FBC’s customers have their meters read manually. Any time a customer is concerned about their estimated meter reading, the customer can contact customer service to provide their meter read and request an adjustment if they feel it is warranted.⁴⁷

F. Conclusion

33. FortisBC submits that the evidence in this proceeding supports the granting of the orders sought as attached to FortisBC’s Final Submission.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

Dated: May 25, 2020

[original signed by Christopher Bystrom]

Christopher Bystrom
Counsel for FortisBC

⁴⁶ Shadrack Submission, p. 2.

⁴⁷ Exhibit B-6, Mr. Shadrack IR1 4.