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File No: 19-1152-0000

May 26, 2020

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

Attention: Mr. Patrick Wruck, Commission Secretary and Manager, Regulatory Support

Dear Mr. Wruck:

**Re: British Columbia Hydro and Power Authority (BC Hydro) and
FortisBC Energy Inc. and FortisBC Inc. (FortisBC) Evacuation
Relief Tariff Amendment Applications**

In accordance with British Columbia Utilities Commission Order G-68-20 further establishing the Regulatory Timetable for the review of the above noted Applications, FortisBC respectfully submits the attached final written submission.

If further information is required, please contact the undersigned.

Yours truly,

FARRIS LLP

Per: 

Erica C. Miller

ECM/
Enclosures
cc: Registered Parties

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BRITISH COLUMBIA UTILITIES COMMISSION

IN THE MATTER OF
the *Utilities Commission Act*, RSBC 1996, Chapter 473

and

British Columbia Hydro and Power Authority, FortisBC Energy Inc. and FortisBC Inc.
Evacuation Relief Tariff Amendment Application

**FINAL SUBMISSIONS OF
FORTISBC ENERGY INC. AND FORTISBC INC.**

DATED, MAY 26, 2020

FortisBC Energy Inc. and FortisBC Inc.

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PART 1 - OVERVIEW

1. On August 1, 2018, FortisBC Energy Inc. (**FEI**) and FortisBC Inc. (**FBC**) filed an application (the **Application**) with the British Columbia Utilities Commission (**BCUC**) seeking approval of changes to FEI's General Terms and Conditions (**FEI GT&Cs**) and FBC's Terms and Conditions (**FBC T&Cs**). FEI and FBC (together, "**FortisBC**" or the "**Companies**") seek these changes pursuant to sections 59 to 61 of the *Utilities Commission Act*, RSBC 1996, c 473 (the **UCA**).¹
2. If approved, the changes sought by FortisBC will provide the Companies with the ability to provide certain billing relief to "Evacuee Customers" (as this term is defined below) who are the subject of an evacuation order issued by a local authority, provincial or federal government, or First Nations band council. The ability sought will allow the Companies to not charge, or to issue a credit to, these "Evacuee Customers" for their gas and/or electricity service during the period they are subject to the evacuation order.
3. Presently, neither the FEI GT&Cs or the FBC T&Cs (together, the "**FortisBC Tariffs**") allow the Companies to directly grant the type of relief FortisBC seeks to allow under the proposed changes. Instead, the Companies must currently apply to the BCUC for an exemption order, on a case-by-case basis.
4. Approving the proposed changes to the FortisBC Tariffs, and allowing FortisBC to grant relief without the necessity of a separate, case-by-case application to the BCUC, provides several benefits including:
 - a. allowing the Companies to provide a more efficient and timely response and relief to the impacted customers;
 - b. facilitating the more efficient and effective use of resources for both the BCUC and the Companies, by eliminating the necessity for multiple separate exemption applications; and

¹ In addition to seeking tariff changes in the Application, FEI and FBC sought approval for certain exemption orders pursuant to section 63 of the *UCA*. These exemptions related to evacuation orders issued in May and July of 2018. This portion of the Application was previously addressed by the BCUC, which issued the exemption orders sought in Orders G-169-18 and G-170-18. As a result, this portion of the Application is not being addressed in these Final Submissions.

- c. eliminating the time lag associated with exemption applications, enabling FortisBC to promptly make any applicable billing adjustments and minimizing customer confusion and the need for retroactive billing adjustments.
- 5. The resulting decrease in revenue and the administrative costs of providing relief under the proposed amendments are expected to be minimal.²
- 6. It is respectfully submitted that the evidentiary record, including the Application and FortisBC's responses to Information Requests, confirms that the orders sought by the Companies should be granted. While these Final Submissions summarize key points, the Companies rely on the evidentiary record as a whole.

PART 2 - BACKGROUND

- 7. Evacuation orders are issued during extraordinary, emergency situations and typically require impacted individuals to immediately evacuate an area. In recent years, for example, evacuation orders have been issued in British Columbia as a result of natural disasters such as wildfires and flooding. Depending on the nature of the disaster, an evacuation order may impact FortisBC's customers within a localized area or in multiple areas across the Companies' service areas.³
- 8. By virtue of the fact that evacuation orders require impacted individuals to leave their premises, evacuated customers are typically left in a position where they are unable to receive the benefit of their gas and/or electricity service for the period they are subject to the evacuation order. Further, as these orders are normally issued without any notice (or on short notice only), it is often impossible or impractical for impacted customers to take ordinary measures to reduce or suspend their gas and/or electricity service.⁴ There may be instances where it is beneficial for customers to maintain their gas or electricity service for safety reasons or to help mitigate community damage, for example to maintain power for sprinklers or tools, despite the fact that the customer cannot benefit from the service.⁵ Presently, under the FortisBC Tariffs the Companies have only a limited ability to provide relief to customers that are impacted by an evacuation order, by offering flexible payment

² Ex. B2-3, BCUC IR1 2.7.

³ Ex. B2-1, Application, p. 2.

⁴ Ibid. See also Ex. B2-3, BCUC IR1 2.7.

⁵ Ex. B2-3, BCUC IR1 2.7.

arrangements or through waiver of late payment fees or interest charges, for example.⁶ The Companies do not currently have the ability to waive or reimburse other charges payable by customers under the FortisBC Tariffs.

9. The Companies have previously addressed this tariff limitation by seeking specific exemption orders from the BCUC in relation to particular events. For example, Orders G-125-17A and G-124-17 were issued by the BCUC to enable FortisBC to provide relief to customers that were subject to wildfire evacuation orders in 2017, and Orders G-169-18 and G-170-18 were issued with respect to 2018 wildfire and flooding evacuation orders. However, there are disadvantages and inefficiencies associated with seeking exemption orders on a case-by-case basis, as is discussed in more detail below under the heading “Benefits of the Proposed Changes”. This is particularly the case as extreme weather events, often the underlying reason for evacuation orders, are becoming more common.⁷

PART 3 - THE APPLICABLE PROVISIONS OF THE UCA

10. FortisBC seeks to amend the FortisBC Tariffs pursuant to sections 59 to 61 of the *UCA*.
11. A copy of these provisions are attached at “**Appendix A**” to this Submission, for ease of reference.

PART 4 - THE PROPOSED CHANGES

A. The Evacuation Relief Clause

12. In the Application, the Companies seek to amend the FortisBC Tariffs to include definitions and a new section to permit evacuation relief. A copy of the blacklined proposed changes to the FortisBC Tariffs⁸ are attached as “**Appendix B**” to this Submission, for ease of reference.
13. FortisBC’s proposed Tariff changes contain an “**Evacuation Relief Clause**”. With respect to FBC, the proposed Evacuation Relief Clause is as follows:

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

⁶ Ex. B2-3, BCUC IR1 2.4.

⁷ Ex. B2-3, BCUC IR1 2.4 and Footnote 3.

⁸ As amended and filed in Ex. B2-5, BCUC IR2 6.1, Attachment 6.1.

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.⁹

14. The same Evacuation Relief Clause has been proposed for FEI, with the exception that the portion of the clause addressing FEI's discretion to provide relief reads as follows:

If a Customer is under an Evacuation Order for a period of less than five consecutive days, or if an Evacuation Order has ended more than two years before the date FortisBC Energy receives a request from an Evacuee Customer or otherwise becomes aware of the Evacuation Order, then FortisBC Energy 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.¹⁰

⁹ Ex. B2-1, Application, Appendix F, s. 14, as amended by Ex. B2-5, BCUC IR2 6.1 and Attachment 6.1, s. 19 (emphasis added).

¹⁰ Ex. B2-1, Application, Appendix E, s. 17, as amended by Ex. B2-5, BCUC IR2 6.1 and Attachment 6.1, s. 17 (FEI) (emphasis added).

15. If approved, the Evacuation Relief Clause will allow the Companies to provide relief to an “**Evacuee Customer**”, defined as a customer that is “under an Evacuation Order” and that receives service under one of the following Rate Schedules:
 - a. With respect to FEI: Residential Service (Rate Schedules 1, 1U, 1X, and 1B), Small Commercial Service (Rate Schedules 2, 2U, 2X, and 2B), Large Commercial Service (Rate Schedules 3, 3U, 3X, and 3B) and Large Commercial Transportation Service (Rate Schedule 23).¹¹
 - b. With respect to FBC: Residential Service (Rate Schedules 1, 2A, and 3A), Small Commercial Service (Rate Schedule 20), Irrigation and Drainage Service (Rate Schedules 60 and 61) and, in limited circumstances described in more detail below under the heading “Discretion under the Evacuation Relief Clause”, Commercial Service (Rate Schedules 21, 22A and 23A) and Lighting Service (Rate Schedule 50).¹²
16. An “**Evacuation Order**” for the purposes of the Evacuation Relief Clause is defined as:

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.¹³
17. Accordingly, an Evacuation Order may include an order issued by any level of government (federal, provincial, local or First Nations)¹⁴ and for any reason; it is not limited to orders issued in response to a specific type of natural disaster.
18. Under the Evacuation Relief Clause, the Companies may provide a credit to, or not charge an Evacuee Customer for the Rate Schedule charges that are or would otherwise be applicable (the “**Applicable Charges**”), for example, electricity charges, cost of gas or basic customer charges. The relief with respect to Applicable Charges would be available for the duration of the “**Evacuation Period**”, which is defined as the “period during which an Evacuee Customer is under an Evacuation Order”.¹⁵

¹¹ Ibid.

¹² Ibid.

¹³ Ex. B2-1, Application, p. 2 as amended by Ex. B2-5, BCUC IR2 6.1 and Attachment 6.1.

¹⁴ See also Ex. B2-3, BCUC IR1 1.1.

¹⁵ Ex. B2-1, Application, p. 2.

B. Discretion under the Evacuation Relief Clause

19. The Evacuation Relief Clause is discretionary in nature, in that the Companies “may” provide credit, or waive charges, to the Evacuee Customer. Additionally, FortisBC has expressly sought to include a discretion where (a) an Evacuation Order is in place for a period of less than five consecutive days,¹⁶ (b) more than two years pass after the Evacuation Period has ended, and (c) certain of FBC’s Rate Schedules are involved.

The Five Day Threshold

20. With respect to the five day threshold, the proposed Evacuation Relief Clause states that the Companies may, in their discretion, provide relief if “[t]he Evacuation Period is for a period of less than five consecutive days”.¹⁷
21. The Companies believe that, in most instances five days is an appropriate threshold for when relief is available. In making this assessment, the Companies considered:
- a. their experience with providing relief to customers impacted by Evacuation Orders in 2017 and 2018 by way of exemption applications, including the average length of the applicable orders and the effort required to process bill credits;
 - b. the amount of credit or waiver that would be applicable to an average residential customer if they were subject to an Evacuation Period of less than five days; and
 - c. the administrative effort associated with providing relief.¹⁸
22. The Companies determined that, in most circumstances, a threshold of five days strikes a reasonable balance between the relief provided and the level of administrative effort required to provide the relief.¹⁹ However, by including the ability to waive this threshold in appropriate circumstances, the Companies will have the flexibility to work with customers, and to take into account factors applicable to the individual customer or situation.²⁰ For

¹⁶ With the date of the Evacuation Order being the start of the five consecutive days (see Ex. B2-1, Application, p. 3; Ex. B2-3, BCUC IR1 3.5).

¹⁷ Ex. B2-1, Application, Appendix E, s. 17.1 (FEI) and Appendix F, s. 14 (FBC), as amended by Ex. B2-5, BCUC IR2 6.1 and Attachment 6.1 (emphasis added).

¹⁸ Ex. B2-3, BCUC IR1 3.4.

¹⁹ Ex. B2-3, BCUC IR1 3.1 and 3.2.

²⁰ *Ibid.* See also Ex. B2-3, BCUC IR1 2.3. In addition to circumstances that affect a particular customer, the particular situation could shift the balance between administrative costs and the benefits received by customers. For example, if a large number of customers are subject to an Evacuation Order there may be economies of scale that

example, where a certain customer was subject to an Evacuation Order of less than five days while others impacted by the same incident and in the same area were under Evacuation Orders that lasted much longer, FortisBC's discretion will enable it to consider waiving the five day threshold, providing more consistent customer treatment if appropriate in the circumstances.²¹

23. To determine whether it is an appropriate circumstance to exercise its discretion, FortisBC will consider the individual customer's circumstances, including details such as the Evacuation Order duration, the number of Evacuation Orders in the relevant time period and the customer's location. The Companies' customer service representatives, supported by team leaders and managers, are provided with guidance and training to ensure they are able to apply this discretion in a fair and consistent manner to all Evacuee Customers.²²
24. The discretion to grant relief where the Evacuation Period is less than five days, as well as the factors to be considered in determining whether to exercise this discretion, are consistent with the relief proposed by the British Columbia Hydro and Power Authority ("**BC Hydro**") in its application for evacuation relief tariff changes.²³

The Two Year Limitation Period

25. Additionally, the Evacuation Relief Clause provides the Companies with discretion where "[a]n Evacuation Order has ended more than two years before the date [FortisBC] receives a request from an Evacuee Customer or otherwise becomes aware of the Evacuation Order".²⁴
26. The two year threshold arises from a two year limitation period for claims, provided by law. However, FortisBC has sought to include discretion to consider requests by potential Evacuee Customers that arise more than two years after the Evacuation Order has

makes it economical for the Companies to grant relief even if this Evacuation Order was only in place for a short Evacuation Period.

²¹ Ex. B2-6, British Columbia Old Age Pensioners' Organization, Disability Alliance BC, Tenant Resource and Advisory Centre and Together Against Poverty Society ("**BCOAPO**") IR2 7.1.

²² Ex. B2-6, BCOAPO IR2 7.2.

²³ Ex. B2-3, BCUC IR1 2.3. See also Ex. B2-6, BCOAPO IR2 7.1. .

²⁴ Ex. B2-1, Application, Appendix E, s. 17.1 (FEI) and Appendix F, s. 14 (FBC), as amended by Ex. B2-5, BCUC IR2 6.1 and Attachment 6.1 (emphasis added).

ended.²⁵ While the Companies expect that very few customers will be requesting relief more than two years after the end of an Evacuation Order, this discretion will again give the Companies the ability consider factors that are unique to an individual customer or situation, when assessing whether to grant relief.²⁶

27. Including discretion to grant relief outside the two year period is also consistent with the relief proposed by BC Hydro as part of its request for tariff amendments.²⁷
28. As with the five day threshold, FortisBC will evaluate requests for relief that fall outside of the two year period on a case-by-case basis, based on individual circumstances and taking into consideration the same factors that would be considered for all Evacuee Customers, irrespective of whether the request is made within or outside of the two year period.²⁸

Specified Rate Schedules

29. Finally, and specifically with respect to FBC, the proposed Evacuation Relief Clause includes discretion to grant relief for certain customers receiving Commercial Service or Lighting Service. Specifically, FBC may grant relief, at its discretion, if:
 - (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.²⁹
30. This discretion to provide relief to these customers is consistent with the relief proposed by BC Hydro.³⁰
31. Drafts of the final orders sought for each of the Companies are provided in “**Appendix C**”.

²⁵ For clarity, this discretion does not detract from FortisBC’s ability to rely on the two year limitation period, both with respect to the Evacuation Relief Clause, or otherwise.

²⁶ Ex. B2-3, BCUC IR1 3.10.

²⁷ Ex. B2-3, BCUC IR1 2.3

²⁸ Ex. B2-6, BCOAPO IR2 8.1.

²⁹ Ex. B2-5, BCUC IR2 6.1 and Attachment 6.1 (emphasis added).

³⁰ Ex. B2-5, BCUC IR2 6.1.

PART 5 - BENEFITS OF THE PROPOSED CHANGES

32. FortisBC believes that the inclusion of the Evacuation Relief Clause in the FortisBC Tariffs is in the public interest.³¹ It is based on the basic premise that customers that apply for service are agreeing to pay for the service and any related consumption because they benefit from receiving the service. In the case of an Evacuee Customer, the Evacuation Relief Clause provides relief where they are unable to benefit from service because an Evacuation Order is preventing them from accessing or using their premises. Often this is in circumstances where it is not possible or practical to take ordinary measures to reduce or suspend their gas and/or electricity service. Additionally, there may be instances where it is beneficial for customers to maintain their gas or electricity service for safety reasons or to help mitigate community damage, for example to maintain power for sprinklers or tools, despite the fact that the customer cannot benefit from the service.³²
33. The benefits of the relief provided by the Evacuation Relief Clause are available to all customers receiving service under the specified Rate Schedules, if they become subject to an Evacuation Order.³³
34. FortisBC's proposed changes are also consistent with the evacuation relief that BC Hydro seeks to include in its Tariff, in terms of the intent of the relief, the underlying principles of eligibility, administration of the relief and the discretion to grant relief. This will have the benefit that FortisBC and BC Hydro are able to offer and administer the relief in substantially the same manner to substantially similar customers.³⁴
35. The Companies believe that the benefits to ratepayers generated by the proposed changes to the FortisBC Tariffs sufficiently justify the cost to provide the relief.³⁵
36. The evacuation relief will alleviate one aspect of the stress, anxiety, and uncertainty, namely concern about their energy bill, facing Evacuee Customers. Correspondingly, the benefit of alleviating this additional stress by permitting evacuation relief is likely to be significant for Evacuee Customers.³⁶

³¹ Ex. B2-5, BCUC IR2 10.2.

³² Ex. B2-3, BCUC IR1 2.7.

³³ Ex. B2-3, BCUC IR1 2.7.

³⁴ Ex. B2-5, BCUC IR2 6.1.

³⁵ Ex. B2-3, BCUC IR1 2.7.

³⁶ Ex. B2-6, BCOAPO IR2 10.1.

37. Further, the proposed changes will allow the Companies to provide billing relief to Evacuee Customers without the need to file separate applications to the BCUC each time an exemption is required. This will ease the regulatory burden that would be associated with seeking relief in each instance, facilitating a more efficient and effective use of the resources of both the BCUC and the Companies. It will also eliminate the time lag associated with filing separate applications, facilitating the Companies' ability to provide timely communication and relief to Evacuee Customers. The Companies believe this is an important benefit to Evacuee Customers, particularly since they may otherwise be experiencing stress, anxiety and considerable uncertainty under the circumstances of an Evacuation Order. Further, eliminating the time lag will enable the Companies to make any applicable billing adjustments promptly, minimizing the administration required in making retroactive billing adjustments, as well as minimizing customer confusion (which is more likely to result when billing adjustments extend over a longer period of time). The proposed changes will enable FortisBC to provide a more timely and efficient response and relief to Evacuee Customers.
38. In contrast to the benefits provided by approving the proposed changes, the costs are expected to be modest.
39. The relative portion of Evacuee Customers to total customers is small, and the Evacuation Periods during which Evacuee Customers are impacted are temporary and typically short in duration.³⁷ With respect to revenue, while it is challenging to forecast revenue variances due to relief to be provided due to the Evacuation Relief Clause (on account of the uncertainty and unpredictability of instances where relief might be sought³⁸), this variance is not expected to have a measurable or material impact on rates. This is consistent with the Companies' past experience: the one-time rate impact associated with Orders G-125-17A and G-124-17³⁹ was 0.020 percent for FEI and 0.006 percent for FBC.⁴⁰

³⁷ Ex. B2-6, BCOAPO IR2 10.1.

³⁸ Ex. B2-3, BCUC IR1 4.6.

³⁹ As noted above, these Orders related to exemptions granted to FortisBC, with respect to wildfire evacuation orders issued in 2017.

⁴⁰ Ex. B2-3, BCUC IR1 2.6.

40. While there will be some administrative costs associated with administering the relief sought under the Evacuation Relief Clause, these costs are also expected⁴¹ to be minimal (estimated to be less than \$5 per Evacuee Customer) and to not occur every year.⁴²

PART 6 - ACCOUNTING TREATMENT

41. If flow-through treatment for revenue variances is approved as proposed under FortisBC's Multi-Year Ratemaking Plans, customer revenue variances resulting from relief granted under the Evacuation Relief Clause will be recorded in the Company's Flow-Through deferral accounts and recovered from customers in the following year.⁴³

PART 7 - CONCLUSION

42. In all the circumstances, FortisBC requests that the changes sought in the Application to the FortisBC Tariffs be granted, to permit the Companies to provide a credit to, or to not charge the Applicable Charges to Evacuee Customers who come to be under an Evacuation Order for an Evacuation Period.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.

Counsel for FortisBC:



Erica Miller

Dated: May 26, 2020

⁴¹ The administrative costs associated with providing relief are not tracked or accounted for separately, as they do not occur with predictable frequency, and the cost of the tracking/accounting exercise would create an administrative burden that is not commiserate with the benefit received, given the minimal nature of the costs (see Ex. B2-3, BCUC IR1 2.7).

⁴² Ex. B2-3, BCUC IR1 3.10.2.

⁴³ Ex. B2-1, Application, p. 2; Ex. B2-3, BCUC IR1 4.1 and 4.2.

Appendix A

PROVISIONS OF THE *UTILITIES COMMISSION ACT*

APPENDIX A – PROVISIONS OF THE UCA

Discrimination in rates

59 (1) A public utility must not make, demand or receive

- (a) an unjust, unreasonable, unduly discriminatory or unduly preferential rate for a service provided by it in British Columbia, or
- (b) a rate that otherwise contravenes this Act, the regulations, orders of the commission or any other law.

(2) A public utility must not

- (a) as to rate or service, subject any person or locality, or a particular description of traffic, to an undue prejudice or disadvantage, or
- (b) extend to any person a form of agreement, a rule or a facility or privilege, unless the agreement, rule, facility or privilege is regularly and uniformly extended to all persons under substantially similar circumstances and conditions for service of the same description.

(3) The commission may, by regulation, declare the circumstances and conditions that are substantially similar for the purpose of subsection (2) (b).

(4) It is a question of fact, of which the commission is the sole judge,

- (a) whether a rate is unjust or unreasonable,
- (b) whether, in any case, there is undue discrimination, preference, prejudice or disadvantage in respect of a rate or service, or
- (c) whether a service is offered or provided under substantially similar circumstances and conditions.

(5) In this section, a rate is "unjust" or "unreasonable" if the rate is

- (a) more than a fair and reasonable charge for service of the nature and quality provided by the utility,
- (b) insufficient to yield a fair and reasonable compensation for the service provided by the utility, or a fair and reasonable return on the appraised value of its property, or
- (c) unjust and unreasonable for any other reason.

Setting of rates

60 (1) In setting a rate under this Act

- (a) the commission must consider all matters that it considers proper and relevant affecting the rate,

(b) the commission must have due regard to the setting of a rate that

(i) is not unjust or unreasonable within the meaning of section 59,

(ii) provides to the public utility for which the rate is set a fair and reasonable return on any expenditure made by it to reduce energy demands, and

(iii) encourages public utilities to increase efficiency, reduce costs and enhance performance,

(b.1) the commission may use any mechanism, formula or other method of setting the rate that it considers advisable, and may order that the rate derived from such a mechanism, formula or other method is to remain in effect for a specified period, and

(c) if the public utility provides more than one class of service, the commission must

(i) segregate the various kinds of service into distinct classes of service,

(ii) in setting a rate to be charged for the particular service provided, consider each distinct class of service as a self contained unit, and

(iii) set a rate for each unit that it considers to be just and reasonable for that unit, without regard to the rates set for any other unit.

(2) In setting a rate under this Act, the commission may take into account a distinct or special area served by a public utility with a view to ensuring, so far as the commission considers it advisable, that the rate applicable in each area is adequate to yield a fair and reasonable return on the appraised value of the plant or system of the public utility used, or prudently and reasonably acquired, for the purpose of providing the service in that special area.

(3) If the commission takes a special area into account under subsection (2), it must have regard to the special considerations applicable to an area that is sparsely settled or has other distinctive characteristics.

(4) For this section, the commission must exclude from the appraised value of the property of the public utility any franchise, licence, permit or concession obtained or held by the utility from a municipal or other public authority beyond the money, if any, paid to the municipality or public authority as consideration for that franchise, licence, permit or concession, together with necessary and reasonable expenses in procuring the franchise, licence, permit or concession.

Rate schedules to be filed with commission

61 (1) A public utility must file with the commission, under rules the commission specifies and within the time and in the form required by the commission, schedules showing all rates established by it and collected, charged or enforced or to be collected or enforced.

(2) A schedule filed under subsection (1) must not be rescinded or amended without the commission's consent.

(3) The rates in schedules as filed and as amended in accordance with this Act and the regulations are the only lawful, enforceable and collectable rates of the public utility filing them, and no other rate may be collected, charged or enforced.

(4) A public utility may file with the commission a new schedule of rates that the utility considers to be made necessary by a change in the price, over which the utility has no effective control, required to be paid by the public utility for its gas supplies, other energy supplied to it, or expenses and taxes, and the new schedule may be put into effect by the public utility on receiving the approval of the commission.

(5) Within 60 days after the date it approves a new schedule under subsection (4), the commission may,

(a) on complaint of a person whose interests are affected, or

(b) on its own motion,

direct an inquiry into the new schedule of rates having regard to the setting of a rate that is not unjust or unreasonable.

(6) After an inquiry under subsection (5), the commission may

(a) rescind or vary the increase and order a refund or customer credit by the utility of all or part of the money received by way of increase, or

(b) confirm the increase or part of it.

Appendix B

FORTISBC PROPOSED TARIFF AMENDMENTS

13.3 Force Majeure	TC-37
14. REPAYMENT OF ENERGY MANAGEMENT INCENTIVES	TC-39
15. ENERGY EFFICIENCY IMPROVEMENT FINANCING	TC-40
16. EXTENSIONS	TC-41
16.1 Ownership and Maintenance	TC-41
16.2 Application Requirements	TC-41
16.3 Customer Portion of Costs	TC-41
16.4 Design and Construction Requirements	TC-43
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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).
<u>Evacuation Order</u>	<u>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.</u>
<u>Evacuation Period</u>	<u>The period during which an Evacuee Customer is under an Evacuation Order.</u>
<u>Evacuee Customer</u>	<u>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:</u>

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.
<u>First Nations</u>	<u>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</u>
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.

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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.
<u>State of Emergency</u>	<u>A state of emergency declared by a local authority, provincial government, federal government, or First Nations band council, pursuant to a statutory authority.</u>
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.

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8. BILLING

8.1 Basis for Billing

Subject to Section 19 (Evacuation Relief), FortisBC will bill the Customer in accordance with the Customer's Service Agreement, the Rate Schedule under which the Customer is provided Service, and the fees and charges contained in Section 17 (Standard Charges Schedule).

The Customer will pay for Electricity in accordance with these General Terms and Conditions and the Customer's applicable Rate Schedule, as amended from time to time and accepted for filing by the British Columbia Utilities Commission. If it is found that the Customer has been overcharged, the appropriate refund will be with interest as calculated in Section 8.8 (Payment of Interest).

8.2 Payment of Accounts

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

8.2.1 Customer Selected Bill Date

Customers will be permitted to select a bill date under the following conditions:

- (a) The Customer is served with a meter with the integrated wireless transmit functions enabled and the meter is not currently manually read; and
- (b) The Customer's account is not in arrears.

FortisBC will render bills to the Customer on or as close to the Customer selected bill date as possible. FortisBC, at its sole discretion, may refuse a Customer request to change a bill date.

8.2.2 Late Payments

A Customer's account, including the account under a Financing Agreement, not paid by the due date printed on the bill will be in arrears. Late payment charges may be applied to overdue accounts at the rate specified on the bill and as set out on the applicable Rate Schedule.

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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.

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<i>Delivery Point</i>	Means the outlet of the Meter Set unless otherwise specified in the applicable Service Agreement.
<i>Delivery Pressure</i>	Means the pressure of the Gas at the Delivery Point.
<u>Evacuation Order</u>	<u>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 remain away from their Premises until the Evacuation Order is lifted by the issuing authority.</u>
<u>Evacuation Period</u>	<u>The period during which an Evacuee Customer is under an Evacuation Order.</u>
<u>Evacuee Customer</u>	<u>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:</u> <u>1. Residential Service (Rate Schedules 1, 1U, 1X, and 1B);</u> <u>2. Small Commercial Service (Rate Schedules 2, 2U, 2X, and 2B); and</u> <u>3. Large Commercial Service (Rate Schedules 3, 3U, 3X, and 3B) and Large Commercial Transportation Service (Rate Schedule 23).</u>
<i>Financing Agreement</i>	Means an agreement under which FortisBC Energy provides financing to a Customer for improving the energy efficiency of a Premises, or a part of a Premises.
<i>First Nations</i>	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.
<i>FortisBC Energy</i>	Means FortisBC Energy Inc., a body corporate incorporated pursuant to the laws of the Province of British Columbia under number 0778288.
<i>FortisBC Energy System</i>	Means the Gas transmission and distribution system owned and operated by FortisBC Energy, as such system is expanded, reduced or modified from time to time.

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FORTISBC ENERGY INC. GENERAL TERMS AND CONDITIONS
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Franchise Fees	Has the same meaning as Municipal Operating Fees.
Gas	Means natural gas (including any added odorant), propane and Biomethane.
Gas Service	Means the delivery of Gas through a Meter Set.
General Terms and Conditions	Means these general terms and conditions of FortisBC Energy from time to time approved by the British Columbia Utilities Commission.
Gigajoule	Means a measure of energy equal to one billion joules.
Heat Content	Means the quantity of energy per unit volume of Gas measured under standardized conditions and expressed in megajoules per cubic metre (MJ/m ³).
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.
LNG	Means liquefied natural gas (LNG).
LNG Service	Means LNG fueling and fuel storage and dispensing service as set out in Section 12B.1 (CNG Service and LNG Service).
Loan	Means the principal amount of financing provided by FortisBC Energy to a Customer, plus interest charged by FortisBC Energy on the amount of financing and any applicable fees and late payment charges.
Long Term Biomethane Contract	A long term contract entered into between FortisBC Energy and a Customer for Biomethane Service, filed as a tariff supplement, for a term of no less than five Years and no greater than ten Years, and for a commitment to purchase no less than 60,000 Gigajoules in aggregate over the term of the contract.
Main	Means pipe(s) used to carry Gas for general or collective use for the purposes of distribution.

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FORTISBC ENERGY INC. GENERAL TERMS AND CONDITIONS
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Main Extension	Means an extension of one of FortisBC Energy's mains with low, distribution, intermediate or transmission pressures, and includes tapping of transmission pipelines, installing any required pressure regulating facilities and upgrading of existing Mains or pressure regulating facilities on private property.
Marketer	Means a Person who has entered into an agreement to supply a Customer under Commodity Unbundling Service.
Meter Set	Means an assembly of FortisBC Energy owned metering, including any ancillary equipment and piping.
Month or Monthly	Means a period of time, for billing purposes, of 27 to 34 consecutive Days.
Municipal Operating Fees	<p>Means the monies payable by FortisBC Energy to municipalities and First Nations</p> <p>(a) for the use of the streets and other property to construct and operate the utility business of FortisBC Energy within municipalities and First Nations lands (formerly, reserves within the <i>Indian Act</i>),</p> <p>(b) relating to the revenues received by FortisBC Energy for Gas consumed within municipalities and First Nations lands (formerly, reserves within the <i>Indian Act</i>), or</p> <p>(c) relating, where applicable, to the value of Gas transported by FortisBC Energy through municipalities and First Nations lands (formerly, reserves within the <i>Indian Act</i>).</p>
Other Service	Means the provision of Service other than Gas Service including, but not limited to rental of equipment, natural gas vehicle fuel compression, alterations and repairs, merchandise purchases, and financing.
Other Service Charges	Means charges for rental, natural gas vehicle fuel compression service, damages, alterations and repairs, financing, insurance and merchandise purchases, and late payment charges, Municipal Operating Fees, Provincial Sales Tax, Goods and Services Tax or other taxes related to these charges.

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Person	Means a natural person, partnership, corporation, society, unincorporated entity or body politic.
Premises	Means a building, a separate unit of a building, or machinery together with the surrounding land.
Profitability Index	Means the revenue to cost ratio comparing the revenues expected from: a Main Extension, a connection to a Customer of Rate Schedule 3 or a Customer of a Rate Schedule numbered higher than Rate Schedule 3, or a connection to a Service Header (including Vertical Subdivisions), to the expected costs over a period of time of 40 Years.
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 the Premises of a single Customer, whether single family dwelling, separately metered single-family townhouse, rowhouse, condominium, duplex or apartment, or single-metered apartment blocks with four or less apartments.
Residential Service	Means firm Gas Service provided to a Residential Premises.
Rider	Means an additional charge or credit attached to a rate.
Seasonal Service	Means firm Gas Service provided to a Customer during the period commencing April 1 st and ending November 1 st .
Service	Means the provision of Gas Service or other service by FortisBC Energy.
Service Agreement	Means an agreement between FortisBC Energy and a Customer for the provision of Service.
Service Area	Has the meaning set out at the end of the Definitions in these General Terms and Conditions.
Service Header	Means a Gas distribution pipeline located on private property connecting three or more Service Lines or Meter Sets to a Main.

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Service Line	Means that portion of FortisBC Energy's gas distribution system extending from a Main or a Service Header to the inlet of the Meter Set. In case of a Vertical Subdivision, or multi-family housing complex, the Service Line may include the piping from the outlet of the Meter Set to the Customer's individual Premises, but not within the Customer's individual Premises.
Service Line Cost Allowance	Means the service line cost allowance as set out in the Standard Charges Schedule.
Service Related Charges	Means service related charges including, but are not limited to, application charges, Municipal Operating Fees, and late payment charges, plus Provincial Sales Tax, Goods and Service Tax, or other taxes related to these charges.
Standard Charges Schedule	Means the schedule attached to and forming part of the General Terms and Conditions which lists the various charges relating to Service provided by FortisBC Energy as approved from time to time by the British Columbia Utilities Commission.
<u>State of Emergency</u>	<u>A state of emergency declared by a local authority, provincial government, federal government, or First Nations band council, pursuant to a statutory authority.</u>
Storage and Transport Charge	Means the storage and transport charge defined in the Table of Charges of the applicable Rate Schedules.
System Extension Fund Pilot	Means the fund available from FortisBC Energy, for the period beginning January 1, 2017 and ending December 31, 2020, to provide assistance to eligible new Customers who are required to pay a contribution in aid of construction in order for a system extension to proceed as set forth in these General Terms and Conditions.
Temporary Service	Means the provision of Service for what FortisBC Energy 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.

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Unauthorized Transportation Service	Means any transportation service utilized in excess of the curtailed quantity specified in any notice to interrupt or curtail transportation service.
Vertical Subdivision	Means a multi-storey building that has individually metered units and a common Service Header connecting banks of meters, typically located on each floor.
Year	Means a period of 12 consecutive Months totalling at least 365 Days.
10³m³	Means 1,000 cubic metres.

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16. Billing

16.1 Basis for Billing

Subject to Section 17 (Evacuation Relief), FortisBC Energy will bill the Customer in accordance with the Customer's Service Agreement, the Rate Schedule under which the Customer is provided Service, and the fees and charges contained in the General Terms and Conditions.

The Customer's payment due under the Financing Agreement under the On-Bill Financing Pilot Program, if any, will be billed by FortisBC Inc., will be shown on the Customer's bill for electricity services, and should be treated and paid as part of the Customer's bill for electricity services.

16.2 Meter Measurement

FortisBC Energy will measure the quantity of Gas delivered to a Customer using a Meter Set and the starting point for measuring delivered quantities during each billing period will be the finishing point of the preceding billing period.

16.3 Multiple Meters

Gas Service to each Meter Set will be billed separately for Customers who have more than one Meter Set on their Premises.

16.4 Estimates

For billing purposes, FortisBC Energy may estimate the Customer's meter readings if, for any reason, FortisBC Energy does not obtain a meter reading.

16.5 Estimated Final Reading

If a Service Agreement is terminated under Section 8.1 (Termination by Customer), FortisBC Energy may estimate the final meter reading for final billing.

16.6 Incorrect Register

If any Meter Set has failed to measure the delivered quantity of Gas correctly, FortisBC Energy may estimate the meter reading for billing purposes, subject to Section 19 (Back-Billing).

16.7 Bills Issued

FortisBC Energy may bill a Customer as often as FortisBC Energy considers necessary but generally will bill on a Monthly basis.

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17. Evacuation Relief

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17.1 Applicability

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If a Customer is under an Evacuation Order for a period of five or more consecutive days, then FortisBC Energy 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.

If a Customer is under an Evacuation Order for a period of less than five consecutive days, or if an Evacuation Order has ended more than two years before the date FortisBC Energy receives a request from an Evacuee Customer or otherwise becomes aware of the Evacuation Order, then FortisBC Energy 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.

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.

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Order No.: _____ Issued By: Doug Slater, Director, Regulatory Affairs

Effective Date: _____ Accepted for Filing: _____

BCUC Secretary: _____ First Revision of Page 17-1

Appendix C
DRAFT ORDERS



ORDER NUMBER

G-xx-xx

IN THE MATTER OF
the *Utilities Commission Act*, RSBC 1996, Chapter 473

and

FortisBC Energy Inc.
Application for Approval of Tariff Changes to
Permit Relief for Customers Under Evacuation Orders

BEFORE:

[Panel Chair]
Commissioner
Commissioner

on Date

ORDER

WHEREAS:

- A. On August 1, 2018, FortisBC Energy Inc. (FEI) applied to the British Columbia Utilities Commission (BCUC) pursuant to sections 59 to 61 of the *Utilities Commission Act* (UCA) for tariff changes to the FEI General Terms and Conditions (GT&Cs), effective September 1, 2018, to add definitions and a new section to permit Evacuation Relief (Application);
- B. The Application seeks tariff changes to permit relief in the form of a credit, or to not charge a qualifying customer (Evacuee Customer) who is under an Evacuation Order, and who receives service under Rate Schedules 1, 1U, 1X, 1B, 2, 2U, 2X, 2B, 3, 3U, 3X, 3B, and 23, for the charges that would otherwise have applied during the period the Evacuee Customer is under an Evacuation Order (Evacuation Period); and
- C. The BCUC has reviewed the Application, responses to information requests, and evidence filed and considers that approval is warranted.

NOW THEREFORE pursuant to sections 59 to 61 of the UCA, the BCUC approves the tariff changes to FEI's GT&Cs, effective [date], to permit Evacuation Relief for Evacuee Customers for an Evacuation Period.

DATED at the City of Vancouver, in the Province of British Columbia, this (XX) day of (Month Year).

BY ORDER

(X. X. last name)
Commissioner



ORDER NUMBER

G-xx-xx

IN THE MATTER OF
the *Utilities Commission Act*, RSBC 1996, Chapter 473

and

FortisBC Inc.
Application for Approval of Tariff Changes to
Permit Relief for Customers Under Evacuation Orders

BEFORE:

[Panel Chair]
Commissioner
Commissioner

on **Date**

ORDER

WHEREAS:

- A. On August 1, 2018, FortisBC Inc. (FBC) applied to the British Columbia Utilities Commission (BCUC) pursuant to sections 59 to 61 of the *Utilities Commission Act* (UCA) for tariff changes to the FBC Terms and Conditions (T&Cs), effective September 1, 2018, to add definitions and a new section to permit Evacuation Relief (Application);
- B. The Application seeks tariff changes to permit relief in the form of a credit, or to not charge a qualifying customer (Evacuee Customer) who is under an Evacuation Order, and who receives service under Rate Schedules 1, 2A, 3A, 20, 60, and 61, with discretion under certain circumstances for Rate Schedules 21, 22A, 23A and 50, for the charges that would otherwise have applied during the period the Evacuee Customer is under an Evacuation Order (Evacuation Period); and
- C. The BCUC has reviewed the Application, responses to information requests, and evidence filed and considers that approval is warranted.

NOW THEREFORE pursuant to sections 59 to 61 of the UCA, the BCUC approves the tariff changes to FBC's T&Cs, effective **[date]**, to permit Evacuation Relief for Evacuee Customers for an Evacuation Period.

DATED at the City of Vancouver, in the Province of British Columbia, this **(XX)** day of **(Month Year)**.

BY ORDER

(X. X. last name)
Commissioner