



FORTISBC ENERGY INC.

RATE SCHEDULE 6P

**PUBLIC SERVICE – NATURAL GAS VEHICLE
REFUELING SERVICE**

Effective November 1, 2018

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Order No.: G-225-22 Issued By: Diane Roy, Vice President, Regulatory Affairs

Effective Date: September 1, 2022 Accepted for Filing: September 1, 2022

BCUC Acting Secretary: Original Signed by Sara Hardgrave Third Revision of Page R-6P.i

1. Definitions

1.1 Definitions

Except where the context requires otherwise, all words and phrases defined below or in the General Terms and Conditions of FortisBC Energy and used in this Rate Schedule or in a Service Agreement have the meanings set out below or in the General Terms and Conditions of FortisBC Energy. Where any of the definitions set out below conflict with the definitions in the General Terms and Conditions of FortisBC Energy, the definitions set out below govern.

- (a) **Applicable Vehicle Fueling Station** – means a vehicle fueling station listed in Section 2.2 of this Rate Schedule.
- (b) **Customer** – means a person who enters into a Service Agreement with FortisBC Energy.
- (c) **Day** – means, subject to Section 1.2 (Change in Definition of “Day”), any period of twenty-four consecutive hours beginning and ending at 7:00 a.m. Pacific Standard Time.
- (d) **Delivery Point** – means the location or point where FortisBC Energy dispenses Gas to a Customer pursuant to this Rate Schedule.
- (e) **Dispense or any form of the verb, including Dispensing** – means the act of filling a natural gas vehicle with Gas from Fueling Equipment at a Vehicle Fueling Station.
- (f) **Force Majeure** – means any acts of God; strikes, lockouts, or other industrial disturbances; civil disturbances, arrests and restraints of rulers or people; interruptions by government or court orders; present or future valid orders of any regulatory body having proper jurisdiction; acts of the public enemy, wars, riots, blackouts, insurrections; failure or inability to secure materials or labour by reason of regulations or orders of government; serious epidemics; landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breakage or accident to machinery or lines of pipes, or freezing of wells or pipelines; or the failure of gas supply, temporary or otherwise, from a Supplier of gas, which act of Force Majeure was not due to negligence of the party claiming Force Majeure. Further, Force Majeure will also include a declaration of force majeure by a Transporter that results in Gas being unavailable for delivery at the Interconnection Point.

Order No.: G-225-22 Issued By: Diane Roy, Vice President, Regulatory Affairs

Effective Date: September 1, 2022 Accepted for Filing: September 1, 2022

BCUC Acting Secretary: Original Signed by Sara Hardgrave Second Revision of Page R-6P.1

- (g) **Fueling Equipment** – means all infrastructure for the compression and dispensing of Gas to vehicles, such as: apparatus, conduits, lines, pipes, fuel pump, compressor, and compression and Dispensing equipment.
- (h) **Gas** – means the residue remaining after raw gas has been subjected to any or all of the following permissible processes:
- (i) the removal of any of its constituent parts other than methane, and the removal of methane to such extent as is necessary in removing other constituents;
 - (ii) the compression, regulation, cooling, cleaning or any other chemical or physical process other than the addition of diluents, such as air or nitrogen, to such extent as may be required in its production, gathering, transmission, transportation, storage, removal from storage and delivery; and
 - (iii) the addition of odorant by FortisBC Energy,
- but for greater certainty Gas does not include propane.
- (i) **Heat Content** – means the gross heating value of the Gas, determined on the basis of a temperature of 15° Celsius with the Gas free of all water vapour and at an absolute pressure of 101.325 kilopascals, with the products of combustion cooled to the initial temperature of the Gas and the water formed by the combustion condensed to the liquid state. The Heat Content will be expressed in megajoules per cubic metre of Gas (MJ/m³) rounded to two decimal places.
- (j) **Host** – means the owner or occupier or both of the Vehicle Fueling Station.
- (k) **Month** – means, subject to any changes from time to time required by FortisBC Energy, the period beginning at 7:00 a.m. Pacific Standard Time on the first day of the calendar month and ending at 7:00 a.m. Pacific Standard Time on the first day of the next succeeding calendar month.
- (l) **NGV** – means natural gas for vehicles.
- (m) **Rate Schedule 6P or this Rate Schedule** – means this Rate Schedule, including all rates, terms and conditions, Definitions and the Table of Charges, as amended from time to time by FortisBC Energy with the consent of the British Columbia Utilities Commission.
- (n) **Supplier** – means a party who sells Gas to a Shipper or FortisBC Energy or has access to its own supplies of Gas.
- (o) **Table of Charges** – means the table of prices, fees and charges, as amended from time to time by FortisBC Energy with the consent of the British Columbia Utilities Commission, appended to this Rate Schedule.

Order No.: G-225-22

Issued By: Diane Roy, Vice President, Regulatory Affairs

Effective Date: September 1, 2022

Accepted for Filing: September 1, 2022

BCUC Acting Secretary: Original Signed by Sara Hardgrave

Third Revision of Page R-6P.2

- (p) **Transporter** – means, in the case of the Columbia area, TransCanada PipeLines Limited (Foothills System B.C.) and NOVA Gas Transmission Ltd., and in the case of the Inland and Lower Mainland areas, Westcoast Energy Inc., Northwest Pipeline LLC, FortisBC Huntingdon Inc., and any other gas pipeline transportation company connected to the facilities of FortisBC Energy from which FortisBC Energy receives Gas for the purposes of Gas service or resale.
- (q) **Transporter's Service Terms** – means the general terms and conditions of the applicable Transporter, as filed with and approved from time to time by the National Energy Board or other applicable governmental authority.
- (r) **Vehicle Fueling Station** – means the location of the Fueling Equipment including the land upon which the Fueling Equipment is installed for the purposes of providing compression and Dispensing of Gas to vehicles.
- (s) **10³m³** – means 1,000 cubic metres.

1.2 **Change in Definition of "Day"**

FortisBC Energy may amend the definition of "Day" from time to time to suitably align its operations with those of its Transporters. If FortisBC Energy amends the definition of "Day", a pro-rata adjustment of quantities of Gas and charges to account for any Day of more or less than 24 hours will be made and the terms of the Service Agreement will be similarly adjusted.

2. **Applicability**

2.1 **Description of Applicability**

This Rate Schedule applies to the sale of firm Gas from FortisBC Energy to Customers under the Conditions of Service set forth in Section 3 (Conditions of Service), for the purpose of compression and Dispensing Gas as fuel to operate vehicles. This Rate Schedule is applicable only to Customers who use a dispenser provided by FortisBC Energy for public use for on-site vehicle refueling service at the fueling station locations identified in Section 2.2 (Applicable Vehicle Fueling Stations).

2.2 **Applicable Vehicle Fueling Stations**

Service under this Rate Schedule is available at the following vehicle fueling stations:

- (a) The FortisBC Energy Vehicle Fueling Stations located at 16705 Fraser Highway, Surrey, British Columbia (FortisBC Surrey Fueling Station).

Order No.: G-225-22

Issued By: Diane Roy, Vice President, Regulatory Affairs

Effective Date: September 1, 2022

Accepted for Filing: September 1, 2022

BCUC Acting Secretary: Original Signed by Sara Hardgrave

Fourth Revision of Page R-6P.3

- (b) The Environmental 360 Solutions Ltd. (E360S) Vehicle Fueling Station located at 2935 Acland Road, Kelowna, British Columbia (E360S Fueling Station).
- (c) The Annacis Island Vehicle Fueling Station located at 755 Belgrave Way, Delta, British Columbia.
- (d) The GFL Environmental Inc. (GFL) Vehicle Fueling Station located at 34374 Vye Road, Abbotsford, British Columbia (GFL Abbotsford Fueling Station).

2.3 **British Columbia Utilities Commission**

This Rate Schedule may be amended from time to time with the consent of the British Columbia Utilities Commission.

3. **Conditions of Service**

3.1 **Conditions**

Service under this Rate Schedule is available at Applicable Vehicle Fueling Stations during the hours of operation posted at each station and is provided by FortisBC Energy under the FortisBC Energy tariff of which this Rate Schedule is a part, if:

- (a) adequate Gas volumes for such Service are available;
- (b) adequate capacity exists on the FortisBC Energy System;
- (c) Customers' access to the designated Dispensing area is for the sole purpose of on-site Gas vehicle refueling; and
- (d) FortisBC Energy has installed at the Delivery Point the facilities and equipment referred to in Section 4.1 (Facilities and Equipment).

3.2 **Sale of Gas**

Subject to Section 13 of the General Terms and Conditions of FortisBC Energy (Interruption of Service), FortisBC Energy will sell to the Customer and the Customer will buy from FortisBC Energy at the Delivery Point such quantity of Gas as is required by the Customer for the operation of the Customer's vehicle, for the charges as calculated in accordance of the Table of Charges contained herein and shown on the gas dispenser, and on all of the terms and conditions as set out in this Rate Schedule.

3.3 **Service Agreement**

By Dispensing Gas from the Delivery Point, the Customer acknowledges and agrees with FortisBC Energy Inc. that:

- (a) the Customer will be bound by the terms and conditions of this Rate Schedule;

Order No.: G-225-22 Issued By: Diane Roy, Vice President, Regulatory Affairs

Effective Date: September 1, 2022 Accepted for Filing: September 1, 2022

BCUC Acting Secretary: Original Signed by Sara Hardgrave

Third Revision of Page R-6P.4

- (b) the Customer agrees to pay to FortisBC Energy the charges for the quantity of Gas dispensed from the fueling station Delivery Point by either credit card or fleet card at the time of dispensing, as per Section 3.4 (Form of Payments); and
- (c) by entering / swiping a credit card or fleet card, the Customer gives FortisBC Energy the authority to charge that form of payment for the charges for such quantity of Gas dispensed from the Delivery Point.

3.4 **Form of Payments**

All payments required to be made at the point of sale and pursuant to this Rate Schedule will be made via credit card or fleet card, payable in lawful money of Canada at par in immediately available funds in Vancouver, British Columbia.

4. **Measuring Equipment**

4.1 **Facilities and Equipment**

FortisBC Energy will install, maintain and operate at the Delivery Point such metering and communications facilities and equipment as FortisBC Energy determines are necessary or desirable for measuring the quantity of Gas delivered pursuant to this Rate Schedule to the Customer.

5. **Measurement**

5.1 **Unit of Volume**

The unit of volume of Gas for all purposes hereunder will be 1 cubic metre at a temperature of 15° Celsius and an absolute pressure of 101.325 kilopascals.

5.2 **Determination of Volume**

Gas delivered hereunder will be metered using metering apparatus approved by Measurement Canada and the determination of standard volumes delivered hereunder will be in accordance with terms and conditions pursuant to the *Electricity and Gas Inspection Act* of Canada.

Order No.: G-225-22

Issued By: Diane Roy, Vice President, Regulatory Affairs

Effective Date: September 1, 2022

Accepted for Filing: September 1, 2022

BCUC Acting Secretary: Original Signed by Sara Hardgrave

Third Revision of Page R-6P.5

5.3 Conversion to Energy Units

In accordance with the *Electricity and Gas Inspection Act* of Canada, volumes of Gas delivered each Day will be converted to energy units by multiplying the standard volume by the Heat Content of each unit of Gas. Volumes will be specified in 10³m³ rounded to two decimal places and energy will be specified in Gigajoules rounded to the nearest Gigajoule.

6. Interpretation

6.1 Interpretation

Except where the context requires otherwise or except as otherwise expressly provided, in this Rate Schedule or in a Service Agreement:

- (a) all references to a designated section are to the designated section of this Rate Schedule unless otherwise specifically stated;
- (b) the singular of any term includes the plural, and vice versa, and the use of any term is equally applicable to any gender and, where applicable, body corporate;
- (c) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity;
- (d) all words, phrases and expressions used in this Rate Schedule or in a Service Agreement that have a common usage in the gas industry and that are not defined in the General Terms and Conditions of FortisBC Energy, the Definitions or in the Service Agreement have the meanings commonly ascribed thereto in the gas industry; and
- (e) the headings of the sections set out in this Rate Schedule or in the Service Agreement are for convenience of reference only and will not be considered in any interpretation of this Rate Schedule or the Service Agreement.

7. Miscellaneous

7.1 Waiver

No waiver by either FortisBC Energy or the Customer of any default by the other in the performance of any of the provisions of this Rate Schedule will operate or be construed as a waiver of any other or future default or defaults, whether of a like or different character.

Order No.: G-225-22 Issued By: Diane Roy, Vice President, Regulatory Affairs

Effective Date: September 1, 2022 Accepted for Filing: September 1, 2022

BCUC Acting Secretary: Original Signed by Sara Hardgrave Second Revision of Page R-6P.6

7.2 Further Assurances

Each of FortisBC Energy and the Customer will, on demand, execute and deliver or cause to be executed and delivered all such further documents and instruments and do all such further acts and things that may reasonably require to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Rate Schedule and to assure the completion of the transactions contemplated hereby.

7.3 Special Condition

FortisBC Energy reserves the right, in its sole discretion, to refuse Vehicle Refueling Service to Customers at locations within all of its Service Areas that are not economically accessible or viable or that do not have adequate NGV support services, such as vehicle conversion and/or maintenance centres.

8. Liability, Release, Disclaimer, Insurance and Environmental Compliance

8.1 Limitations on Liability

The Customer is responsible for, and shall indemnify and save harmless each of FortisBC Energy and the Host from all expenses, claims and liability incurred by FortisBC Energy or the Host, as applicable, with respect to the access to and use of the Vehicle Fueling Station and the Fueling Equipment by the Customer's personnel, including any damage to the Fueling Equipment occasioned by its use.

8.2 Release

The Customer, on its own behalf and on behalf of its Representatives, hereby releases, defends, indemnifies and holds harmless FortisBC Energy and the Host, and their respective directors, officers, employees, agents, contractors, successors and assigns, from and against any and all adverse claims, losses, suits, actions, judgments, demands, debts, accounts, damages, costs, penalties and expenses (including all legal fees and disbursements) arising from or incurred by or suffered as a result of the Customer's presence at the Vehicle Fueling Station or while using the Fueling Equipment, howsoever caused, save and except from any negligent act or omission of FortisBC Energy.

8.3 No Warranty and Disclaimer

The Customer acknowledges and agrees:

Order No.: G-225-22 Issued By: Diane Roy, Vice President, Regulatory Affairs

Effective Date: September 1, 2022 Accepted for Filing: September 1, 2022

BCUC Acting Secretary: Original Signed by Sara Hardgrave Third Revision of Page R-6P.7

- (f) Suitability of Fueling Equipment – FortisBC Energy does not represent or warrant the adequacy or suitability of the Fueling Equipment for the Customer’s purpose and all express or implied warranties, terms or conditions of merchantability or fitness for a particular purpose, whether existing at law or in equity, are expressly disclaimed by FortisBC Energy.
- (g) Limitations on Use – The Customer acknowledges and is aware the fuel supply may be temporarily suspended or unavailable from time to time, including as a result of equipment breakdown, to make repairs or improvements to the Fueling Equipment or to comply with the requirements of any law. FortisBC Energy will, regardless of the cause of fuel suspension or equipment breakdown, diligently undertake required repairs to minimize Fueling Equipment down-time.

8.4 **Limitation of Liability**

Neither party shall be liable to the other party for any indirect, punitive, exemplary, incidental, aggravated, punitive or consequential damages of any kind regardless of the form of action whether in contract, tort, strict product liability, breach of warranty, breach of representation, misrepresentation, statutory duty, or any other legal or equitable theory, even if such party has been advised of the possibility of such damages. This provision shall not apply to third party claims or to any claim by FortisBC Energy for loss of profit, use or interruption of business.

8.5 **Insurance**

The Customer will, at all times, obtain and maintain vehicle insurance coverage in accordance with all applicable statutory requirements. If the Customer is a commercially licensed business, the Customer will, at all times, obtain and maintain applicable insurance coverage in accordance with all statutory requirements, including:

- (h) Workers’ Compensation Insurance;
- (i) Automobile Liability Insurance;
- (j) Comprehensive General Liability Insurance from insurers registered in and licensed to underwrite insurance in British Columbia for bodily injury, death and property damage; and
- (k) Any such other insurance coverage as may be reasonably carried.

8.6 **Environmental Compliance**

The Customer acknowledges and agrees that the Customer has the responsibility and obligation to immediately report to FortisBC Energy any spills and releases that occur at the Vehicle Fueling Station through the Emergency number posted at the station arising from the Customer’s use of the Fueling Equipment.

Order No.: G-225-22 Issued By: Diane Roy, Vice President, Regulatory Affairs

Effective Date: September 1, 2022 Accepted for Filing: September 1, 2022

BCUC Acting Secretary: Original Signed by Sara Hardgrave Seventh Revision of Page R-6P.8

Table of Charges

| | FortisBC Energy Surrey Fueling Station | E360S Fueling Station ^{1,2,3} |
|--|--|--|
| Delivery Margin Related Charges: | | |
| 1. Delivery Charge per Gigajoule | \$ 3.733 | \$ 2.804 |
| 2. Rider 3 per Gigajoule | \$ 0.132 | \$ 0.132 |
| Subtotal of per Gigajoule Delivery Margin Related Charges | \$ 3.865 | \$ 2.936 |
| Commodity Related Charges: | | |
| 3. Commodity Cost Recovery Charge per Gigajoule | \$ 2.230 | \$ 2.230 |
| 4. Storage and Transport Charge per Gigajoule | \$ 0.489 | \$ 0.925 |
| 5. Rider 6 per Gigajoule | \$ (0.130) | \$ (0.246) |
| Subtotal of per Gigajoule Commodity Related Charges | \$ 2.589 | \$ 2.909 |
| Station Service Related Charges: | | |
| 6. Compression Charge per Gigajoule | \$ 8.441 | n/a |
| 7. Capital Rate per Gigajoule | n/a | \$ 3.892 |
| 8. O&M Rate per Gigajoule | n/a | \$ 2.858 |
| 9. OH&M Charge per Gigajoule | n/a | \$ 0.520 |
| 10. Short Term Charge per Gigajoule | n/a | \$ 1.000 |
| 11. Spot Charge per Gigajoule | n/a | \$ 1.000 |
| 12. Host Fee per Gigajoule | n/a | \$ 2.500 |
| Subtotal of per Gigajoule Station Service Related Charges | \$ 8.441 | \$ 11.770 |
| TOTAL per Gigajoule Rate | \$ 14.895 | \$ 17.615 |

Order No.: G-275-23

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

Eighteenth Revision of Page R-6P.9

Table of Charges

| | Annacis Island Fueling Station ^{1,2,3} | GFL Abbotsford Fueling Station ^{1,2,3} | |
|--|--|--|---|
| Delivery Margin Related Charges: | | | |
| 1. Delivery Charge per Gigajoule | \$ 2.069 | \$ 3.289 | |
| 2. Rider 3 per Gigajoule | \$ 0.132 | \$ 0.132 | |
| Subtotal of per Gigajoule Delivery Margin Related Charges | \$ 2.201 | \$ 3.421 | |
| Commodity Related Charges: | | | |
| 3. Commodity Cost Recovery Charge per Gigajoule | \$ 2.230 | \$ 2.230 | R |
| 4. Storage and Transport Charge per Gigajoule | \$ 0.925 | \$ 0.925 | |
| 5. Rider 6 per Gigajoule | \$ (0.246) | \$ (0.246) | |
| Subtotal of per Gigajoule Commodity Related Charges | \$ 2.909 | \$ 2.909 | R |
| Station Service Related Charges: | | | |
| 6. Compression Charge per Gigajoule | n/a | n/a | |
| 7. Capital Rate per Gigajoule | \$ 4.396 | \$ 6.789 | |
| 8. O&M Rate per Gigajoule | \$ 2.705 | \$ 2.147 | |
| 9. OH&M Charge per Gigajoule | \$ 0.520 | \$ 0.520 | |
| 10. Short Term Charge per Gigajoule | \$ 1.000 | \$ 1.000 | |
| 11. Spot Charge per Gigajoule | \$ 1.000 | \$ 1.000 | |
| Subtotal of per Gigajoule Station Service Related Charges | \$ 9.621 | \$ 11.456 | |
| TOTAL per Gigajoule Rate | \$ 14.731 | \$ 17.786 | R |

Order No.: G-244-23/
G-320-21/G-225-22/G-352-22 (Interim)

Issued By: Sarah Walsh, Director, Regulatory Affairs

Effective Date: October 1, 2023

Accepted for Filing: September 26, 2023

BCUC Secretary: Original signed by Patrick Wruck

Eleventh Revision of Page R-6P.10

