



**FORTISBC ENERGY INC.**

**GENERAL TERMS AND CONDITIONS**

**THESE GENERAL TERMS AND CONDITIONS ARE EFFECTIVE NOVEMBER 1, 2018**



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## Definitions

Unless the context indicates otherwise, in the General Terms and Conditions of FortisBC Energy and in the rate schedules of FortisBC Energy the following words have the following meanings:

- Application Charge*** Means the applicable charges as set out in the Standard Charges Schedule.
- Basic Charge*** Means a fixed charge required to be paid by a Customer for Service as specified in the applicable Rate Schedule, or the prorated daily equivalent charge – calculated on the basis of a 365.25-day year (to incorporate the leap year), and rounded to four decimal places.
- Biogas*** Means raw gas substantially composed of methane that is produced by the breakdown of organic matter in the absence of oxygen.
- Biomethane*** Means Biogas purified or upgraded to pipeline quality gas, also referred to as renewable natural gas.
- Biomethane Service*** Means the Service provided to Customers under Rate Schedules 1B for Residential Biomethane Service, 2B for Small Commercial Biomethane Service, 3B for Large Commercial Biomethane Service, 5B for General Firm Biomethane Service, 11B for Large Volume Interruptible Biomethane Service, 30 for Off-System Interruptible Biomethane Sales, 46 for Liquefied Natural Gas Sales, Dispensing and Transportation Service or Long Term Biomethane Contracts.
- British Columbia Utilities Commission*** Means the British Columbia Utilities Commission constituted under the *Utilities Commission Act* of British Columbia and includes and is also a reference to
- (i) any commission that is a successor to such commission, and
  - (ii) any commission that is constituted pursuant to any statute that may be passed which supplements or supersedes the *Utilities Commission Act* of British Columbia.

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<b><i>Business Day</i></b>	Means a Day that commences on other than a Saturday, a Sunday, or a statutory holiday in the Province of British Columbia.
<b><i>Carbon Offsets</i></b>	Means the number of metric tons of carbon dioxide or its equivalent volume in other greenhouse gas(es) that FortisBC Energy may purchase as a mechanism to balance demand-supply for Biomethane in the event of an undersupply of Biomethane in order to retain the greenhouse gas reductions that Customers would have received from Biomethane supply.
<b><i>CNG</i></b>	Means compressed natural gas.
<b><i>CNG Service</i></b>	Means compression and dispensing service for CNG as set out in Section 12B.1 (CNG Service and LNG Service).
<b><i>Commercial Service</i></b>	Means the provision of firm Gas supplied to one Delivery Point and through one Meter Set for use in approved appliances in commercial, institutional or small industrial operations.
<b><i>Commodity Cost Recovery Charge</i></b>	Means the commodity cost recovery charge defined in the Table of Charges of the applicable FortisBC Energy Rate Schedules.
<b><i>Commodity Unbundling Service</i></b>	Means the service provided to Customers under Rate Schedule 1U for Residential Commodity Unbundling Service, Rate Schedule 2U for Small Commercial Commodity Unbundling Service and Rate Schedule 3U for Large Commercial Commodity Unbundling Service.
<b><i>Conversion Factor</i></b>	Means a factor, or combination of factors, which converts gas meter data to Gigajoules or cubic metres for billing purposes.
<b><i>Customer</i></b>	Means a Person who is being provided Service or who has filed an application for Service with FortisBC Energy that has been approved by FortisBC Energy.
<b><i>Day</i></b>	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.
<b><i>Delivery Charge</i></b>	Means the delivery charge defined in the Table of Charges of the applicable Rate Schedules.

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**Delivery Point** Means the outlet of the Meter Set unless otherwise specified in the applicable Service Agreement.

**Delivery Pressure** Means the pressure of the Gas at the Delivery Point.

**Evacuation Order** An order issued by a local authority, provincial government, federal government, or First Nations band council during a State of Emergency, which requires Evacuee Customers remain away from their Premises until the Evacuation Order is lifted by the issuing authority.

**Evacuation Period** The period during which an Evacuee Customer is under an Evacuation Order.

**Evacuee Customer** A Customer who receives Service under the following Rate Schedules, as amended and filed with the British Columbia Utilities Commission from time to time, and who is under an Evacuation Order:

1. Residential Service (Rate Schedules 1, 1U, 1X, and 1B);
2. Small Commercial Service (Rate Schedules 2, 2U, 2X, and 2B); and
3. Large Commercial Service (Rate Schedules 3, 3U, 3X, and 3B) and Large Commercial Transportation Service (Rate Schedule 23).

**Financing Agreement** 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.

**First Nations** Means those First Nations that have attained self-government status pursuant to self-government agreements entered into with the Government of Canada and validly enacted self-government legislation in Canada.

**FortisBC Energy** Means FortisBC Energy Inc., a body corporate incorporated pursuant to the laws of the Province of British Columbia under number 0778288.

**FortisBC Energy System** 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.

**Franchise Fees** Has the same meaning as Municipal Operating Fees.

**Gas** Means natural gas (including any added odorant), propane and Biomethane.

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<b>Gas Service</b>	Means the delivery of Gas through a Meter Set.
<b>General Terms and Conditions</b>	Means these general terms and conditions of FortisBC Energy from time to time approved by the British Columbia Utilities Commission.
<b>Gigajoule</b>	Means a measure of energy equal to one billion joules.
<b>Heat Content</b>	Means the quantity of energy per unit volume of Gas measured under standardized conditions and expressed in megajoules per cubic metre (MJ/m <sup>3</sup> ).
<b>Hour</b>	Means any consecutive 60 minute period.
<b>Landlord</b>	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.
<b>LNG</b>	Means liquefied natural gas (LNG).
<b>LNG Service</b>	Means LNG fueling and fuel storage and dispensing service as set out in Section 12B.1 (CNG Service and LNG Service).
<b>Loan</b>	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.
<b>Long Term Biomethane Contract</b>	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.
<b>Main</b>	Means pipe(s) used to carry Gas for general or collective use for the purposes of distribution.
<b>Main Extension</b>	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.
<b>Marketer</b>	Means a Person who has entered into an agreement to supply a Customer under Commodity Unbundling Service.
<b>Meter Set</b>	Means an assembly of FortisBC Energy owned metering, including any ancillary equipment and piping.
<b>Month or Monthly</b>	Means a period of time, for billing purposes, of 27 to 34 consecutive Days.

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<b><i>Municipal Operating Fees</i></b>	Means the monies payable by FortisBC Energy to municipalities and First Nations  (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> ),  (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  (iii) 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> ).
<b><i>Other Service</i></b>	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.
<b><i>Other Service Charges</i></b>	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.
<b><i>Person</i></b>	Means a natural person, partnership, corporation, society, unincorporated entity or body politic.
<b><i>Premises</i></b>	Means a building, a separate unit of a building, or machinery together with the surrounding land.
<b><i>Profitability Index</i></b>	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.
<b><i>Rate Schedule</i></b>	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.

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<b><i>Residential Premises</i></b>	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.
<b><i>Residential Service</i></b>	Means firm Gas Service provided to a Residential Premises.
<b><i>Rider</i></b>	Means an additional charge or credit attached to a rate.
<b><i>Seasonal Service</i></b>	Means firm Gas Service provided to a Customer during the period commencing April 1 <sup>st</sup> and ending November 1 <sup>st</sup> .
<b><i>Service</i></b>	Means the provision of Gas Service or other service by FortisBC Energy.
<b><i>Service Agreement</i></b>	Means an agreement between FortisBC Energy and a Customer for the provision of Service.
<b><i>Service Area</i></b>	Has the meaning set out at the end of the Definitions in these General Terms and Conditions.
<b><i>Service Header</i></b>	Means a Gas distribution pipeline located on private property connecting three or more Service Lines or Meter Sets to a Main.
<b><i>Service Line</i></b>	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.
<b><i>Service Line Cost Allowance</i></b>	Means the service line cost allowance as set out in the Standard Charges Schedule.
<b><i>Service Related Charges</i></b>	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.

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<b>Standard Charges Schedule</b>	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.
<b>State of Emergency</b>	A state of emergency declared by a local authority, provincial government, federal government, or First Nations band council, pursuant to a statutory authority.
<b>Storage and Transport Charge</b>	Means the storage and transport charge defined in the Table of Charges of the applicable Rate Schedules.
<b>System Extension Fund</b>	Means the fund available from FortisBC Energy 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.
<b>Temporary Service</b>	Means the provision of Service for what FortisBC Energy determines will be a limited period of time.
<b>Tenant</b>	Means a Person who has the temporary use and occupation of real property owned by another Person.
<b>Unauthorized Transportation Service</b>	Means any transportation service utilized in excess of the curtailed quantity specified in any notice to interrupt or curtail transportation service.
<b>Vertical Subdivision</b>	Means a multi-storey building that has individually metered units and a common Service Header connecting banks of meters, typically located on each floor.
<b>Year</b>	Means a period of 12 consecutive Months totalling at least 365 Days.
<b>10<sup>3</sup>m<sup>3</sup></b>	Means 1,000 cubic metres.

C/O

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## Service Areas

These General Terms and Conditions refer to the following major Service Areas: Mainland and Vancouver Island (and where applicable, more specifically Lower Mainland, Inland, Columbia and Whistler) and Fort Nelson.

### ***Mainland and Vancouver Island Service Area***

Means the areas including, but not limited to, the following locations and surrounding areas of

100 Mile House	MacKenzie
108 Mile House	Maple Ridge
150 Mile House	Matsqui
Abbotsford	Merritt
Anmore	Merville
Armstrong	Metchosin
Ashcroft	Midway
Bear Lake	Mill Bay
Belcarra	Mission
Black Creek	Montrose
Brentwood Bay	Nanaimo
Burnaby	Nanoose Bay
Cache Creek	Naramata
Campbell River	Nelson
Castlegar	New Westminster
Cedar	North Cowichan
Central Saanich	North Saanich
Chase	North Vancouver City
Chemainus	North Vancouver District
Chetwynd	Oak Bay
Chilliwack	Okanagan Falls
Christina Lake	Oliver
Clinton	Osoyoos
Cobble Hill	Oyama
Coldstream	Parksville
Collettsville	Peachland
Colwood	Penticton
Comox	Pitt Meadows
Coombs	Port Alberni

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Coquitlam	Port Coquitlam
Courtenay	Port Moody
Cowichan Bay	Powell River
Craigmont	Prince George
Cranbrook	Princeton
Creston	Qualicum Beach
Crofton	Quesnel
Cumberland	Revelstoke
Delta	Richmond
Duncan	Roberts Creek
Elkford	Robson
Esquimalt	Rossland
Falkland	Royston
Ferguson Lake	Saanich
Fernie	Saanichton
Fruitvale	Salmo
Galloway	Salmon Arm
Gibraltar Mines	Savona
Gibsons	Sechelt
Grand Forks	Shawnigan Lake
Greenlake	Shelley
Greenwood	Sidney
Halfmoon Bay	Sooke
Harrison Hot Springs	Sorrento
Hedley	Spallumcheen
Highlands	Sparwood
Hixon	Squamish
Honeymoon Creek	Summerland
Hope	Surrey
Hudson's Hope	Trail
Jaffray	Vancouver
Kamloops	Vernon
Kelowna	Victoria
Kent	View Royal
Keremeos	Warfield
Kimberley	West Vancouver

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Lac La Hache	Westbank
Ladysmith	Westwold
Lakeview Heights	Whistler
Langford	White Rock
Langley City	Williams Lake
Langley District	Winfield
Lantzville	Woodsdale
Lazo	Yahk
Logan Lake	
Lumby	

***Fort Nelson Service Area***

Means the areas including, but not limited to, the following locations and surrounding areas of

Fort Nelson  
Prophet River

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## 1. Application Requirements

### 1.1 Requesting Services

A Person requesting FortisBC Energy:

- (a) to provide Gas Service;
- (b) to provide a new Service Line;
- (c) to re-activate an existing Service Line;
- (d) to transfer an existing account;
- (e) to change the type of Service provided; or
- (f) to make alterations to an existing Service Line or Meter Set;

must apply to FortisBC Energy at any of its office locations in person, by mail, by telephone, by facsimile or by other electronic means.

### 1.2 Required Documents

An applicant for:

- (a) Residential Service may be required to sign an application and a Service Agreement provided by FortisBC Energy;
- (b) Commercial Service may be required to sign an application and a Service Agreement provided by FortisBC Energy; or
- (c) Service on Rate Schedules that are not for Residential Service or for Commercial Service must sign the applicable Service Agreement provided by FortisBC Energy.

### 1.3 Separate Premises / Businesses

If an applicant is requesting Service from FortisBC Energy at more than one Premises, or for more than one separately operated business, the applicant will be considered a separate Customer for each of the Premises and businesses. For the purposes of this provision, FortisBC Energy will determine whether or not any building contains one or more Premises or any business is separately operated.

### 1.4 Required References

FortisBC Energy may require an applicant for Service to provide reference information and identification acceptable to FortisBC Energy.

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**1.5 Rental Premises**

In the case of rental Premises, FortisBC Energy may:

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

**1.6 Refusal of Application**

FortisBC Energy may refuse to accept an application for Service for any of the reasons listed in Section 23 (Discontinuance of Service and Refusal of Service).

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## 2. Agreement to Provide Service

### 2.1 Service Agreement

The agreement for Service between a Customer and FortisBC Energy will be:

- (a) the oral or written application of the Customer which has been approved by FortisBC Energy and which is deemed to include the General Terms and Conditions; or
- (b) a Service Agreement signed by the Customer.

### 2.2 Customer Status

A Person becomes a Customer of FortisBC Energy when FortisBC Energy:

- (a) approves the Person's application for Service; or
- (b) provides Service to the Person.

A Person who is being provided Service by FortisBC Energy but who has not applied for Service will be served in accordance with these General Terms and Conditions.

### 2.3 No Assignment / Transfer

A Customer may not transfer or assign an agreement for Service without the prior written approval of FortisBC Energy.

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### 3. Conditions on Use of Service

#### 3.1 Authorized Consumption

A Customer must not increase the maximum rate of consumption of Gas delivered to it by FortisBC Energy from that which may be consumed by the Customer under the applicable Rate Schedule nor significantly change its connected load without the prior written approval of FortisBC Energy, which approval will not be unreasonably withheld.

#### 3.2 Unauthorized Sale / Supply / Use

A Customer must not sell or supply Gas supplied to it by FortisBC Energy to other Persons or use Gas supplied to it by FortisBC Energy for any purpose other than as specified in the Service Agreement without the prior written approval of FortisBC Energy, at its sole discretion.

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## 4. Rate Classification

### 4.1 Rate Classification

Subject to Section 4.2(a) (Special Contracts and Tariff Supplements), a Customer may be provided Service under any Rate Schedule for which it meets the applicability criteria as set out in the appropriate Rate Schedule.

### 4.2 Special Contracts and Tariff Supplements

In exceptional circumstances, special contracts and tariff supplements may be negotiated between FortisBC Energy and the Customer and submitted for British Columbia Utilities Commission approval where:

- (a) a minimum rate or revenue stream is required by FortisBC Energy to ensure that Service to the Customer is economic; or
- (b) factors such as system by-pass opportunities exist or alternative fuel costs are such that a reduced rate is justified to continue to provide the Customer with Service.

### 4.3 Periodic Review

FortisBC Energy may:

- (a) conduct periodic reviews of the quantity of Gas delivered and the rate of delivery of Gas to a Customer to determine which Rate Schedule applies to the Customer;
- (b) change the Customer's charge to the appropriate charge calculated under the appropriate Rate Schedule; and
- (c) apply the appropriate Rate Schedule to the Customer.

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## 5. Application Charge and Other Charges

### 5.1 Application Charge

An applicant for Service must pay the applicable Application Charge set out in the Standard Charges Schedule.

### 5.2 Application Charge for Manifold Meters and Vertical Subdivisions

Where a new Service Line is required to serve more than one Customer at a Premises and the Service is provided with Gas meters connected to a meter manifold, the applicable Application Charge for manifold meters set out in the Standard Charges Schedule will apply. Where a new Service Header is required to serve a Vertical Subdivision, the applicable Application Charge set out in the Standard Charges Schedule will apply.

### 5.3 Waiver of Application Charge

The applicable Application Charge:

- (a) will be waived by FortisBC Energy if Service to a Customer is reactivated after it was discontinued for any of the reasons described in Section 13.2 (Right to Restrict); and
- (b) may be waived by FortisBC Energy if a Landlord requires Gas Service between the time a previous Tenant moves out and a new Tenant moves in, up to a maximum of 31 Days.

### 5.4 Reactivation Charges

If:

- (a) Service is terminated:
  - (i) at the request of a Customer; or
  - (ii) for any of the reasons described in Section 23 (Discontinuance of Service and Refusal of Service); or
  - (iii) to permit Customers to make alterations to their Premises; and
- (b) the same Customer or the spouse, employee, contractor, agent or partner of the same Customer requests reactivation of Service to the Premises within one Year,

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the applicant for reactivation must pay the greater of:

- (i) the costs FortisBC Energy incurs in de-activating and re-activating the Service at the rates set out in the Standard Charges Schedule, or
- (ii) the sum of the minimum charges set out in the applicable Rate Schedule which would have been paid by the Customer between the time of termination and the time of reactivation of Service.

#### 5.5 Identifying Load or Premises Served by Meter Sets

If a Customer requests FortisBC Energy to identify the Meter Set that serves the Premises and/or load after the Meter Set was installed, the Customer will pay the cost FortisBC Energy incurs in re-identifying the Meter Set where:

- (a) the Meter Set is found to be properly identified; or
- (b) the Meter Set is found to be improperly identified as a result of Customer activity, including:
  - (i) a change in the legal civic address of the Premises;
  - (ii) renovating or partitioning the Premises; or
  - (iii) rerouting Gas lines after the Delivery Point.

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## 6. Security for Payment of Bills

### 6.1 Security for Payment of Bills

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

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

### 6.2 Interest

FortisBC Energy will pay interest to a Customer on a security deposit at the rate and at the times specified in the Standard Charges Schedule. Subject to Section 6.5 (Application of Deposit), if a security deposit in whole or in part is returned to the Customer for any reason, FortisBC Energy will credit any accrued interest to the Customer's account at that time.

No interest is payable:

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

### 6.3 Refund of Deposit

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

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**6.4 Unclaimed Refund**

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

**6.5 Application of Deposit**

If a Customer's bill, including the Loan amount, is not paid when due, FortisBC Energy may apply all or any part of the Customer's security deposit or equivalent form of security and any accrued interest toward payment of the bill. Even if FortisBC Energy applies the security deposit or calls on the equivalent form of security, FortisBC Energy may, under Section 23 (Discontinuance of Service and Refusal of Service), discontinue Service to the Customer for failure to pay for Service on time.

**6.6 Replenish Security Deposit**

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

**6.7 Failure to Pay**

Failure to pay a security deposit or to provide an equivalent form of security acceptable to FortisBC Energy may, in FortisBC Energy's discretion, result in discontinuance or refusal of Service as set out in Section 23 (Discontinuance of Service and Refusal of Service).

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## 7. Term of Service Agreement

### 7.1 Initial Term for Residential and Commercial Service

If a Customer is being provided Residential Service or Commercial Service, the initial term of the Service Agreement:

- (a) when a new Service Line is required will be one Year; or
- (b) when a Main Extension is required, will be for a period of time fixed by FortisBC Energy not exceeding the number of Years used to calculate the revenue in the Main Extension economic test used in Section 12 (Main Extensions).

### 7.2 Initial Term for Gas Service other than Residential or Commercial Service

If a Customer is being provided Gas Service other than Residential Service or Commercial Service, the initial term of the Service Agreement will be as specified in the Service Agreement or as specified in the appropriate Rate Schedule.

### 7.3 Transfer to Residential or Commercial Service

If a Customer is being provided Gas Service other than Residential Service or Commercial Service and transfers to Residential Service or Commercial Service, the initial term of the Service Agreement will be determined by the criteria set out in Section 7.1 (Initial Term for Residential and Commercial Service). A Customer may only transfer Service from one Rate Schedule to another Rate Schedule once a Year.

### 7.4 Renewal of Agreement

Unless:

- (a) the Service Agreement or the applicable Rate Schedule specifies otherwise;
- (b) the Service Agreement is terminated under Section 8 (Termination of Service Agreement);
- (c) a refund has been made under Section 9.2 (Refund of Charges); or
- (d) the Service Agreement is for Seasonal Service;

the Service Agreement will be automatically renewed at the end of its initial term from Month to Month for Residential Service or Commercial Service, and from Year to Year for all other types of Gas Service.

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## **8. Termination of Service Agreement**

### **8.1 Termination by Customer**

Unless the Service Agreement or applicable Rate Schedule specifies otherwise, the Customer may terminate the Service Agreement after the end of the initial term by giving FortisBC Energy at least 48 Hours notice.

### **8.2 Continuing Obligation**

The Customer is responsible for, and must pay for, all Gas delivered to the Premises and is responsible for all damages to and loss of Meter Sets or other FortisBC Energy property on the Premises until the Service Agreement is terminated.

### **8.3 Effect of Termination**

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

### **8.4 Sealing Service Line**

After receiving a termination notice for a Premises and after a reasonable period of time during which a new Customer has not applied for Gas Service at the Premises, FortisBC Energy may seal off the Service Line to the Premises.

### **8.5 Termination by FortisBC Energy**

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

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## 9. Delayed Consumption

### 9.1 Additional Charges

If a Customer has not consumed Gas:

- (a) within 2 Months after the installation of the Service Line to the Customer's Premises, FortisBC Energy may charge the minimum charge under the appropriate Rate Schedule for each billing period after that; and
- (b) within one Year after installation of the Service Line to the Customer's Premises, FortisBC Energy may charge the Customer the full cost of construction and installation of the Service Line and Meter Set less the total of the minimum charges under the appropriate Rate Schedule billed to the Customer to that date.

### 9.2 Refund of Charges

If a Customer who has paid the charges for a Service Line under Section 9.1(b) (Additional Charges) consumes Gas in the second Year after installation of the Service Line, FortisBC Energy will refund to the Customer the payments made under Section 9.1(b) (Additional Charges). If a refund is made under Section 9.2 (Refund of Charges), the term of the Service Agreement will be one Year from the time the Customer begins consuming Gas.

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## 10. Service Lines

### 10.1 Provided Installation

If FortisBC Energy's Main is adjacent to the Customer's Premises, FortisBC Energy:

- (a) will designate the location of the Service Lines on the Customer's Premises and determine the amount of space that must be left unobstructed around them;
- (b) will install for Rate Schedule 1 and Rate Schedule 2 Customers the Service Line from the Main to the Meter Set on the Customer's Premises at no additional cost to the Customer provided:
  - (i) the Service Line follows the route which is the most suitable to FortisBC Energy;
  - (ii) the estimated direct cost of the Service Line does not exceed the Service Line Cost Allowance set out in the Standard Charges Schedule; and
  - (iii) the distance from the front of the Customer's building or machinery to the meter does not exceed 1.5 metres;
- (c) will charge Rate Schedule 1 and Rate Schedule 2 Customers for the estimated direct construction costs in excess of the Service Line Cost Allowance set out in the Standard Charges Schedule; and
- (d) will perform an economic test for Customers of Rate Schedule 3 and Customers of Rate Schedules numbered higher than Rate Schedule 3, and for any Customers connecting to a Service Header including Vertical Subdivisions, and, when the Profitability Index of the test is less than 0.8, will charge the Customer a contribution sufficient to achieve a minimum Profitability Index of 0.8. The economic test will be discounted cash flow test, similar to the economic test for Main Extensions set out in Section 12 (Main Extensions).

### 10.2 Extended Installation

The Customer may make application to FortisBC Energy to extend the Service Line beyond that described in Section 10.1 (Provided Installation) part (b)(iii). Upon approval by FortisBC Energy and agreement for payment by the Customer of the additional costs, FortisBC Energy will extend the Service Line only if it is on the route approved by FortisBC Energy.

### 10.3 Customer Requested Routing

If:

- (a) FortisBC Energy's Main is adjacent to the Customer's Premises; and

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- (b) the Customer requests that its piping or Service Line enter its Premises at a different point of entry or follow a different route from the point or route designated by FortisBC Energy;

FortisBC Energy may charge the Customer for all additional costs as determined by FortisBC Energy to install the Service Line in accordance with the Customer's request.

#### 10.4 Temporary Service

A Customer applying for Temporary Service must pay FortisBC Energy in advance for the costs which FortisBC Energy estimates it will incur in the installation and subsequent removal of the facilities necessary to supply Gas to the Customer.

#### 10.5 Winter Construction

If an applicant or Customer applies for Service which requires construction when, in FortisBC Energy's opinion, frost conditions may exist, FortisBC Energy may postpone the required construction until the frost conditions no longer exist.

If FortisBC Energy carries out the construction, the applicant or Customer may be required to pay all costs in excess of the Service Line Cost Allowance which are incurred due to the frost conditions.

#### 10.6 Additional Connections

If a Customer requests more than one Service Line to the Premises, on the same Rate Schedule, FortisBC Energy may install the additional Service Line and may charge the Customer the applicable Application Charge as well as the full cost (including overheads) for the Service Line installation. FortisBC Energy will bill the additional Service Line from a separate meter and account. If the additional Service Line is requested by a spouse, contractor, employee, agent or partner of the existing Customer, the same charges will apply.

#### 10.7 Easement Required

If an intervening property is located between the Customer's Premises and FortisBC Energy's Main, the Customer is responsible for the costs of obtaining an easement in favour of FortisBC Energy and in a form specified by FortisBC Energy, for the installation, operation and maintenance on the intervening property of all necessary facilities for supplying Gas to the Customer.

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**10.8 Ownership**

FortisBC Energy owns the entire Service Line from the Main up to and including the Meter Set, whether it is located inside or outside the Customer's Premises. 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.

**10.9 Maintenance**

FortisBC Energy will maintain the Service Line, subject to Section 24.2 (Responsibility Before Delivery Point).

**10.10 Supply Cut Off**

If the supply of Gas to a Customer's Premises is cut off for any reason, FortisBC Energy is not required to remove the Service Line from the Customer's property or Premises.

**10.11 Damage Notice**

The Customer must advise FortisBC Energy immediately of any damage occurring to the Service Line.

**10.12 Prohibition**

A Customer must not construct any permanent structure over a Service Line or install any air intake openings or sources of ignition which contravene government regulations, codes or FortisBC Energy policies.

**10.13 No Unauthorized Changes**

No changes, extensions, connections to or replacement of, or disconnection from FortisBC Energy's Mains or Service Lines, will be made except by FortisBC Energy's authorized employees, contractors or agents or by other Persons authorized in writing by FortisBC Energy. Any change in the location of an existing Service Line:

- (a) must be approved in writing by FortisBC Energy; and
- (b) will be made at the expense of the Customer if the change is requested by the Customer or necessitated by the actions of the Customer.

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**10.14 Site Preparation**

The Customer will be responsible for all necessary site preparation including but not limited to clearing building materials, construction waste, equipment, soil and gravel piles over the proposed Service Line route to the standards established by FortisBC Energy. FortisBC Energy may recover any additional costs associated with delays or site visits necessitated by inadequate or substandard site preparation by the Customer.

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## 11. Meter Sets and Metering

### 11.1 Installation

In order to bill the Customer for Gas delivered, FortisBC Energy will install one or more Meter Sets on the Customer's Premises. Unless approved by FortisBC Energy, all Meter Sets will be located on surrounding land outside of any buildings on the Customer's Premises at locations designated by FortisBC Energy.

### 11.2 Measurement

The quantity of Gas delivered to the Premises will be metered using apparatus approved by Measurement Canada. The amount of Gas registered by the Meter Set during each billing period will be converted to Gigajoules in accordance with the *Electricity and Gas Inspection Act (EGI Act)* and rounded to the nearest one-tenth of a Gigajoule.

### 11.3 Testing Meters

If a Customer applies for the testing of a Meter Set and:

- (a) the Meter Set is found to be recording incorrectly, *EGI Act*, the cost of removing, replacing and testing the meter will be borne by FortisBC Energy subject to Section 24.4 (Responsibility for Meter Set); and
- (b) the Meter Set is found to be recording correctly, as defined by the *EGI Act*, the Customer must pay FortisBC Energy for the cost of removing, replacing and testing the Meter Set as set out in the Standard Charges Schedule.

### 11.4 Defective Meter Set

If a Meter Set ceases to register, FortisBC Energy will estimate the volume of Gas delivered to the Customer according to the procedures set out in Section 16.6 (Incorrect Register).

### 11.5 Protection of Equipment

The Customer must take reasonable care of and protect all Meter Sets and related equipment on the Customer's Premises. The Customer's responsibility for expense, risk and liability with respect to all Meter Sets is set out in Section 24.4 (Responsibility for Meter Set).

### 11.6 No Unauthorized Changes

No Meter Set will be installed, connected, moved or disconnected except by FortisBC Energy's authorized employees, contractors or agents or by other Persons with the prior written approval of FortisBC Energy.

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**11.7 Removal of Meter Set**

At the termination of a Service Agreement, FortisBC Energy may disconnect or remove a Meter Set from the Premises if a new Customer is not expected to apply for Service for the Premises within a reasonable time.

**11.8 Customer Requested Meter Relocation or Modifications**

Any change in the location of a Meter Set or any modifications to the Meter Set, including automatic and/or remote meter reading:

- (a) must be approved by FortisBC Energy in writing; and
- (b) will be made at the expense of the Customer if the change or modification is requested by the Customer or necessitated by the actions of the Customer. If any of the changes to the Meter Set require FortisBC Energy to incur ongoing incremental operating and maintenance costs, FortisBC Energy may recover these costs from the Customer through a Monthly charge.

**11.9 Meter Set Consolidations**

A Customer who has more than one Meter Set at the same Premises or adjacent Premises may apply to FortisBC Energy to consolidate its Meter Sets. If FortisBC Energy approves the Customer's application, the Customer will be charged the value for all plant abandoned except for Meter Sets that are removed to facilitate Meter Set consolidations. In addition, the Customer will be charged FortisBC Energy's full costs, including overheads, for any abandonment, Meter Set removal and alteration downstream of the new Meter Set. If a new Service Line is required, FortisBC Energy will charge the Customer the applicable Application Charge. In addition, the Customer will be required to sign a release waiving FortisBC Energy's liability for any damages should the Customer decide to re-use the abandoned plant downstream of the new Meter Set.

**11.10 Delivery Pressure**

FortisBC Energy's normal Delivery Pressure is 1.75 kPa. FortisBC Energy may charge Customers who require Delivery Pressure at other than the normal Delivery Pressure the additional costs associated with providing other than the normal Delivery Pressure.

**11.11 Customer Requested Mobile Service**

The Customer will be charged the cost of providing temporary mobile Gas Service if the request for such Service is made by or necessitated by the actions of the Customer.

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## 12. Main Extensions

### 12.1 System Expansion

FortisBC Energy will make extensions of its Gas distribution system in accordance with system development requirements.

### 12.2 Ownership

All extensions of the Gas distribution system will be the property of FortisBC Energy.

### 12.3 Economic Test

All applications to extend the Gas distribution system to one or more new Customers will be subject to an economic test approved by the British Columbia Utilities Commission. The economic test will be a discounted cash flow analysis of the projected revenue and costs associated with the Main Extension. The Main Extension will be deemed to be economic and will be constructed if the results of the economic test indicate a Profitability Index of 0.8 or greater for an individual Main Extension.

### 12.4 Revenue

The projected revenue to be used in the economic test will be determined by FortisBC Energy by:

- (a) estimating the number of Customers to be served by the Main Extension;
- (b) establishing consumption estimates for each Customer;
- (c) projecting when the Customer will be connected to the Main Extension; and
- (d) applying the appropriate revenue margins for each Customer's consumption.

The revenue projection will take into consideration the estimated number and type of Gas appliances used. In addition, the projected revenue from the applicable Application Charges will be included. Only those Customers expected to connect to the Main Extension within 5 Years of its completion, or within 10 Years of its completion for the Main Extension with a planning horizon longer than 5 Years as determined by FortisBC Energy will be considered.

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## 12.5 Costs

The total costs to be used in the economic test include, without limitation:

- (a) the full labour, material, and other costs necessary to serve the new Customers including Mains, Service Lines, Meter Sets and any related facilities such as pressure reducing stations and pipelines;
- (b) the appropriate allocation of FortisBC Energy's overheads based on the direct capital costs for the construction of the Main Extension;
- (c) the incremental operating and maintenance expenses necessary to serve the Customers; and
- (d) an allocation of system improvement costs.

In addition to the costs identified, the economic test will include applicable taxes and the appropriate return on investment as approved by the British Columbia Utilities Commission.

In cases where a larger Gas distribution Main is installed to satisfy future requirements, the difference in cost between the larger Main and the smaller Main necessary to serve the Customers supporting the application may be eliminated from the economic test.

## 12.6 Contributions in Aid of Construction

If the economic test results indicate a Profitability Index of less than 0.8, the Main Extension may proceed provided that the shortfall in revenue is eliminated by contributions in aid of construction by the Customers to be served by the Main Extension, their agents or other parties, or if there are non-financial factors offsetting the revenue shortfall that are deemed to be acceptable by the British Columbia Utilities Commission.

FortisBC Energy may finance the contributions in aid of construction for Customers. Contributions of less than \$100 per Customer may be waived by FortisBC Energy.

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**12.7 Contributions Paid by Connecting Customers**

The total required contribution will be paid by the Customers connecting at the time the Main Extension is built. FortisBC Energy will collect contributions from all Customers connecting during the first five Years, or during the first 10 Years (if applicable) after the Main Extension is built. As additional contributions are received from Customers connecting to the Main Extension, partial refunds will be made to those Customers who had previously made contributions, except those Customers who have received funding under Section 12.11 (System Extension Fund). At the end of the fifth Year or tenth Year (if applicable), all Customers will have paid an equal contribution, after reconciliation and refunds.

| C/O

For larger Main Extension projects, FortisBC Energy may use the Main Extension Contribution Agreement for initial contributions. Customers will be billed the contribution amount after the Main Extension is built.

**12.8 Refund of Contributions**

A review will be performed annually, or more often at FortisBC Energy's discretion, to determine if a refund is payable to all Customers who have contributed to the extension.

If the review of contributions indicates that refunds are due:

- (a) individual refunds greater than \$100 will be paid at the time of the review;
- (b) individual refunds less than \$100 will be held until a subsequent review increases the refund payable over \$100, or until the end of the five-Year contributory period;
- (c) no interest will be paid on contributions that are subsequently refunded;
- (d) the total amount of refunds issued will not be greater than the original amount of the contribution; and
- (e) if, after making all reasonable efforts, FortisBC Energy is unable to locate a Customer who is eligible for a refund, the Customer will be deemed to have forfeited the contribution refund and the refund will be credited to the other Customers who contributed towards the Main Extension.

For clarity, no refunds will be due to Customers who receive funding under Section 12.11 (System Extension Fund).

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## 12.9 Extensions to Contributory Extensions

When a Main Extension is attached to an existing contributory Main Extension within the five-Year contributory period for the existing extension or within the ten-Year contributory period for the existing extension (if applicable), the new extension will be evaluated using the Main Extension test to determine whether a contribution is required. A prorated portion of the total contribution for the existing contributory extension will be assigned to the new extension on the basis of expected use, point of connection, and other factors. Any contributions toward the cost of the existing extension from Customers on the new extension will be used to provide partial refunds to the contributing Customers on the existing extension, subject to Section 12.11 (System Extension Fund). The total refunds issued will not exceed the total amount of contributions paid by Customers on the existing extension.

C/O

## 12.10 Security

In those situations where the financial viability of a Main Extension is uncertain, FortisBC Energy may require a security deposit in the form of cash or an equivalent form of security acceptable to FortisBC Energy.

## 12.11 System Extension Fund

FortisBC Energy will budget funds annually to its System Extension Fund, which is intended to provide limited assistance to eligible new Customers who are required to pay a contribution in aid of construction of a Main Extension.

Customers must apply to FEI for funding from the System Extension Fund.

The Customer applying for the System Extension Fund must meet the following requirements:

- (a) The Customer must be located within FortisBC Energy's Mainland and Vancouver Island Service Area;
- (b) The Customer's Premises must be a separately metered single-family dwelling or townhouse, that is the Customer's principal residence and is occupied for the majority of the year; and
- (c) The result of the economic test for the Main Extension must indicate a Profitability Index of greater than 0.2 and less than 0.8, indicating that a contribution in aid of construction is required by the Customer.

C/O

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The number of Customers eligible to receive the System Extension Fund will be limited and the determination of eligibility will be made by FortisBC Energy in its sole discretion, acting reasonably. The maximum System Extension Fund available to a Customer is 95 percent of the required contribution in aid of construction from the Customer, up to a maximum of \$10,000 per Customer.

C/O

A Main Extension may not proceed until funding has been approved and payment of the contribution is paid. Construction of the Main Extension must commence within nine calendar Months of the date FortisBC Energy approves the application for the System Extension Fund. Customers who provide a contribution in aid of construction for a Main Extension and who receive funding from the System Extension Fund will not be eligible for a refund as set forth in Section 12.8 (Refund of Contributions).

C/O

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**12A. Section Reserved for Future Use**

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## 12B. Vehicle Fueling Stations

### 12B.1 CNG Service and LNG Service

FortisBC Energy will provide CNG Service and LNG Service to vehicles in accordance with the provisions of this Section 12B (Vehicle Fueling Stations).

CNG Service or LNG Service will be provided under the terms and conditions of a Service Agreement between FortisBC Energy and the Customer. The Service Agreement must comply with the provisions of this Section 12B (Vehicle Fueling Stations).

The CNG Service and LNG Service are described below:

CNG Service will typically consist of:

- (a) installing and maintaining a CNG fueling station, including, but not limited to, the compressor, dryer /dehydrator, high pressure storage, dispensing equipment; and
- (b) dispensing of CNG.

LNG Service will typically consist of:

- (a) transport and delivery of the LNG from FortisBC Energy's LNG facilities to the Customer premises by LNG tankers, the charge for which will be determined pursuant to Rate Schedule 46;
- (b) installing and maintaining an LNG fueling station, including, but not limited to, the storage, vaporizer, pump, dispensing equipment; and
- (c) dispensing of LNG.

### 12B.2 Ownership

All CNG and LNG fueling stations, temporary or permanent, will remain the property of FortisBC Energy, regardless of whether they are located on the Customer's property. The ownership includes all components of the fueling station(s).

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**12B.3 Cost of Service Recovery**

Customers will be charged a “take-or-pay” rate (i.e. minimum contract demand) under the Service Agreement that recovers the present value of the cost of service associated with provision of CNG Service or LNG Service over the term of the Service Agreement, as calculated pursuant to Section 12B.4 (Calculation of Cost of Service), where the minimum contract demand stipulated in the Service Agreement is the forecast consumption based on the forecast number of vehicles served by the vehicle fueling station.

**12B.4 Calculation of Cost of Service**

The total costs to be used in determining the cost of Service to be recovered from the Customer under the Service Agreement include, without limitation:

- (a) the actual capital investment in the fueling station including any associated labour, material, and other costs necessary to serve the Customer, less any contributions in aid of construction by the Customer or third parties, grants, tax credits or non-financial factors offsetting the full costs that are deemed to be acceptable by the British Columbia Utilities Commission;
- (b) depreciation and net negative salvage rates and expenses related to the capital assets associated with the vehicle fueling station;
- (c) all operating and maintenance expenses, with no adjustment for capitalized overhead, necessary to serve the Customer, escalated annually by British Columbia consumer price index inflation rates as published by BC Stats Monthly; and
- (d) an allowance for overhead and marketing costs relating to developing natural gas vehicle fueling station agreements to be recovered from the Customer.

In addition to the costs identified, the cost of Service recovery will include applicable property and incomes taxes and the appropriate return on rate base as approved by the British Columbia Utilities Commission for FortisBC Energy.

**12B.5 Customer’s Obligation at the Expiration of Initial Term of the Service Agreement**

If, at the expiry of the initial term of an executed Service Agreement, the Customer does not wish to renew the Service Agreement, the Customer can terminate the Service Agreement provided the Customer agrees to pay any unrecovered capital costs (including the positive or negative salvage value) associated with the fueling stations, or agrees to similar provisions that permit recovery from the Customer of the remaining un-depreciated capital costs of the fueling station. Examples of such provisions include, but are not limited to, adjusting the contract rate or adjusting the contract term.

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### 13. Interruption of Service

#### 13.1 Regular Supply

FortisBC Energy will use its best efforts to provide the constant delivery of Gas and the maintenance of unvaried pressures.

#### 13.2 Right to Restrict

FortisBC Energy may or may require any of its Customers to, at all times or between specified Hours, discontinue, interrupt or reduce to a specified degree or quantity, the delivery of Gas for any of the following purposes or reasons:

- (a) in the event of a temporary or permanent shortage of Gas, whether actual or perceived by FortisBC Energy;
- (b) in the event of a breakdown or failure of the supply of Gas to FortisBC Energy or of FortisBC Energy's Gas storage, distribution, or transmission systems;
- (c) in order to comply with any legal requirements;
- (d) in order to make repairs or improvements to any part of FortisBC Energy's Gas distribution, storage or transmission systems;
- (e) in the event of fire, flood, explosion or other emergency in order to safeguard Persons or property against the possibility of injury or damage.

#### 13.3 Notice

FortisBC Energy will, to the extent practicable, give notice of its requirements and removal of its requirements under Section 13.2 (Right to Restrict) to its Customers by:

- (a) newspaper, radio or television announcement; or
- (b) notice in writing that is:
  - (i) sent through the mail to the Customer's billing address;
  - (ii) left at the Premises where Gas is delivered;
  - (iii) served personally on the Customer; or
  - (iv) sent by facsimile or other electronic means to the Customer; or
- (c) oral communication.

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**13.4 Failure to Comply**

If, in the opinion of FortisBC Energy, a Customer has failed to comply with any requirement under Section 13.2 (Right to Restrict), or in the event that FortisBC Energy determines that discontinuance, interruption or reduction of service is required due to any of the reasons in Section 13.2(a) to (e), FortisBC Energy may, after providing notice to the Customer in the manner specified in Section 13.3 (Notice), to the extent practicable, discontinue, interrupt or reduce Service to the Customer.

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## **14. Access to Premises and Equipment**

### **14.1 Access to Premises**

FortisBC Energy will have a right of entry to the Customer's Premises. The Customer must provide free access to its Premises at all reasonable times to FortisBC Energy's authorized employees, contractors and agents for the purpose of reading, testing, repairing or removing meters and ancillary equipment, turning Gas on or off, completing system leakage surveys, stopping leaks, examining pipes, connections, fittings and appliances and reviewing the use made of Gas delivered to the Customer, or for any other related purpose which FortisBC Energy requires.

### **14.2 Access to Equipment**

The Customer must provide clear access to FortisBC Energy's equipment. The equipment installed by FortisBC Energy on the Customer's Premises will remain the property of FortisBC Energy and may be removed by FortisBC Energy upon termination of Service.

### **14.3 Installation of Remote Meter**

If a Customer fails to provide FortisBC Energy with access to the Customer's Premises as set out in Section 14.1 (Access to Premises) or to FortisBC Energy's equipment as set out in Section 14.2 (Access to Equipment), FortisBC Energy will be authorized to install a remote meter. The Customer will be responsible for FortisBC Energy's full costs (including overheads) associated with installing and maintaining the remote meter.

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## 15. Promotions and Incentives

### 15.1 Promotion of Gas Appliances

FortisBC Energy may promote, sell, rent, lease, or finance natural gas vehicle equipment, Gas appliances and related accessories and services on a cash or finance plan basis and make reasonable charges for these Services.

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**15A. Section Reserved for Future Use**

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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. | N

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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**16.8 Bill Due Dates**

The Customer must pay FortisBC Energy's bill for Service on or before the due date shown on the bill which will be:

- (a) the first business Day after the twenty-first calendar Day following the billing date,  
or
- (b) such other period as may be agreed upon by the Customer and FortisBC Energy.

**16.9 Historical Billing Information**

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

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## 17. Evacuation Relief

### 17.1 Applicability

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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**18. Section Reserved for Future Use**

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## 19. Back-Billing

### 19.1 When Required

FortisBC Energy may, in the circumstances specified in this Section 19 (Back-Billing), charge, demand, collect or receive from its Customers in respect of a regulated Service rendered to its Customers a greater or lesser compensation than that specified in the Rate Schedules applicable to that Service.

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

| C/N

### 19.2 Definition

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

- (a) stopped meter;
- (b) metering equipment failure;
- (c) missing meter now found;
- (d) switched meters;
- (e) double metering;
- (f) incorrect meter connections;
- (g) incorrect use of any prescribed apparatus respecting the registration of a meter;
- (h) incorrect meter multiplier;
- (i) the application of an incorrect rate;
- (j) incorrect reading of meters or data processing;
- (k) tampering, fraud, theft or any other criminal act.

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**19.3 Application of Act**

Whenever the dispute procedure of the *EGI Act* is invoked, the provisions of that Act apply, except those which purport to determine the nature and extent of legal liability flowing from metering or billing errors.

**19.4 Billing Basis**

Where metering or billing errors occur and the dispute procedure under the *EGI Act* is not invoked, the consumption and demand will be based upon the records of FortisBC Energy for the Customer, or the Customer's own records to the extent they are available and accurate, or if not available, reasonable and fair estimates may be made by FortisBC Energy. Such estimates will be on a consistent basis within each Customer class or according to an agreement for Service with the Customer, if applicable.

**19.5 Tampering / Fraud**

If there are reasonable grounds to believe that the Customer has tampered with or otherwise used FortisBC Energy's Service in an unauthorized way, or there is evidence of fraud, theft or other criminal acts, or if a reasonable Customer should have known of the under-billing and failed to promptly bring it to the attention of FortisBC Energy, then the extent of back-billing will be for the duration of the unauthorized use, and the provisions of Sections 19.8 (Under-billing) to 19.11 (Changes in Occupancy), below, do not apply.

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

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

**19.6 Remediating Problem**

In every case of under-billing or over-billing, the cause of the error will be remedied without delay, and the Customer will be promptly notified of the error and of the effect upon the Customer's ongoing bill.

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**19.7 Over-billing**

In every case of over-billing, FortisBC Energy will refund to the Customer all money incorrectly collected for the duration of the error; except that, if the date of when the error first occurred cannot be determined with reasonable certainty, the maximum refund period will be two years back from the date the error was discovered. Simple interest, computed at the short-term bank loan rate applicable to FortisBC Energy on a Monthly basis, will be paid to the Customer.

**19.8 Under-billing**

Subject to Section 19.5 (Tampering / Fraud), above, in every case of under-billing, FortisBC Energy will back-bill the Customer for the shorter of

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

**19.9 Terms of Repayment**

Subject to Section 19.5 (Tampering / Fraud), above, in all cases of under-billing, FortisBC Energy will offer the Customer reasonable terms of repayment. If requested by the Customer, the repayment term will be equivalent in length to the back-billing period. The repayment will be interest free and in equal instalments corresponding to the normal billing cycle. However, delinquency in payment of such instalments will be subject to the usual late payment charges.

**19.10 Disputed Back-bills**

Subject to Section 19.5 (Tampering / Fraud), above, if a Customer disputes a portion of a back-billing due to under-billing based upon either consumption, demand or duration of the error, FortisBC Energy will not threaten or cause the discontinuance of Service for the Customer's failure to pay that portion of the back-billing, unless there are no reasonable grounds for the Customer to dispute that portion of the back-billing. The undisputed portion of the bill will be paid by the Customer and FortisBC Energy may threaten or cause the discontinuance of Service if such undisputed portion of the bill is not paid.

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**19.11 Changes in Occupancy**

Subject to Section 19.5 (Tampering / Fraud), above, in all instances where changes of occupancy have occurred, FortisBC Energy will make a reasonable attempt to locate the former Customer for back-billing. If, after a period of one Year, such Customer cannot be located, the applicable over or under billing will be cancelled.

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**20. Equal Payment Plan**

**20.1 Definitions**

In this Section 20 (Equal Payment Plan), "Equal Payment Plan Period" means a period of one Year commencing with a normal meter reading date at the Customer's Premises.

**20.2 Application for Plan**

A Customer may apply to FortisBC Energy by mail, by telephone, by facsimile or by other electronic means to pay fixed Monthly instalments for Gas delivered to the Customer during the Equal Payment Plan Period. Acceptance of the application will be subject to FortisBC Energy finding the Customer's credit to be satisfactory.

**20.3 Monthly Instalments**

FortisBC Energy will fix Monthly instalments for a Customer so that the total sum of all the instalments to be paid during the Equal Payment Plan Period will equal the total amount payable for the Gas which FortisBC Energy estimates the Customer will consume during the Equal Payment Plan Period.

**20.4 Changes in Instalments**

FortisBC Energy may, at any time, increase or decrease the amount of Monthly instalments payable by a Customer in light of new consumption information or changes to the Rate Schedules or the General Terms and Conditions.

**20.5 End of Plan**

Participation in the Equal Payment Plan may be ended at any time:

- (a) by the Customer giving 5 Days' notice to FortisBC Energy; or
- (b) by FortisBC Energy, without notice, if the Customer has not paid the Monthly instalments as required.

**20.6 Payment Adjustment**

At the earlier of the end of the Equal Payment Plan Period for a Customer or the end of the Customer's participation in the Equal Payment Plan under Section 20.5 (End of Plan), FortisBC Energy will:

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- (a) compare the amount which is payable by the Customer to FortisBC Energy for Gas actually consumed on the Customer's Premises from the beginning of the Equal Payment Plan period to the sum of the Monthly instalments billed to the Customer from the beginning of the Equal Payment Plan Period, and
- (b) pay to the Customer or credit to the Customer's account any excess amount or bill the Customer for any deficit amount payable.

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## 21. Late Payment Charge

### 21.1 Late Payment Charge

If the amount due for Service or Service Related Charges on any bill has not been received in full by FortisBC Energy or by an agent acting on behalf of FortisBC Energy on or before the due date specified on the bill, and the unpaid balance is \$15 or more, FortisBC Energy may include in the next bill to the Customer the late payment charge specified in the Standard Charges Schedule.

### 21.2 Equal Payment Plan

If the Monthly instalment, Service Related Charges and payment adjustment as defined under Section 20.6 (Payment Adjustment) due from a Customer billed under the Equal Payment Plan set out in Section 20 (Equal Payment Plan) have not been received by FortisBC Energy or by an agent acting on behalf of FortisBC Energy on or before the due date specified on the bill, FortisBC Energy may include in the next bill to the Customer the late payment charge in accordance with Section 21.1 (Late Payment Charge) on the amount due.

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## **22. Returned Payment Charge**

### **22.1 Returned Payment Charge**

If a cheque received by FortisBC Energy from a Customer in payment of a bill is not honoured by the Customer's financial institution for any reason other than clerical error, FortisBC Energy may include a charge specified in the Standard Charges Schedule in the next bill to the Customer for processing the returned cheque whether or not the Service has been disconnected.

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## 23. Discontinuance of Service and Refusal of Service

### 23.1 Discontinuance With Notice and Refusal Without Notice

FortisBC Energy may discontinue Service to a Customer with at least 48 Hours written notice to the Customer or Customer's Premises, or may refuse Service for any of the following reasons:

- (a) the Customer has not fully paid FortisBC Energy's bill with respect to Services on or before the due date;
- (b) the Customer or applicant has failed to pay any required security deposit, equivalent form of security, or post a guarantee or required increase in it by the specified date;
- (c) the Customer or applicant has failed to pay FortisBC Energy's bill in respect of another Premises on or before the due date;
- (d) the Customer or applicant occupies the Premises with another occupant who has failed to pay FortisBC Energy's bill, security deposit, or required increase in the security deposit in respect of another Premises which was occupied by that occupant and the Customer at the same time;
- (e) the Customer or applicant is in receivership or bankruptcy, or operating under the protection of any insolvency legislation and has failed to pay any outstanding bills to FortisBC Energy;
- (f) the Customer has failed to apply for Service;
- (g) the Customer has failed to pay amounts due under the Financing Agreement on or before the due date; or
- (h) the land or portion thereof on which FortisBC Energy's facilities are, or are proposed to be, located contains contamination which FortisBC Energy, acting reasonably, determines has adversely affected or has the potential to adversely affect FortisBC Energy's facilities, or the health or safety of its workers or which may cause FortisBC Energy to assume liability for clean-up and other costs associated with the contamination. If FortisBC Energy, acting reasonably, determines that contamination is present it is the obligation of the occupant of the land to satisfy FortisBC Energy that the contamination does not have the potential to adversely affect FortisBC Energy or its workers. For the purposes of this Section, "contamination" means the presence in the soil, sediment or groundwater of special waste or another substance in quantities or concentrations exceeding criteria, standards or conditions established by the British Columbia Ministry of Environment, Lands and Parks or as prescribed by present and future laws, rules, regulations and orders of any other legislative body, governmental agency or duly constituted authority now or hereafter having jurisdiction over the environment.

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### 23.2 Discontinuance or Refusal Without Notice

FortisBC Energy may discontinue without notice or refuse the supply of Gas or Service to a Customer for any of the following reasons:

- (a) the Customer or applicant has failed to provide reference information and identification acceptable to FortisBC Energy, when applying for Service or at any subsequent time on request by FortisBC Energy;
- (b) the Customer has defective pipe, appliances, or Gas fittings in the Premises;
- (c) the Customer uses Gas in such a manner as in FortisBC Energy's opinion:
  - (i) may lead to a dangerous situation; or
  - (ii) may cause undue or abnormal fluctuations in the Gas pressure in FortisBC Energy's Gas transmission or distribution system;
- (d) the Customer fails to make modifications or additions to the Customer's equipment which have been required by FortisBC Energy in order to prevent the danger or to control the undue or abnormal fluctuations described above under part (c);
- (e) the Customer modifies, tampers, other otherwise alters a Meter Set;
- (f) the Customer breaches any of the terms and conditions upon which Service is provided to the Customer by FortisBC Energy;
- (g) the Customer fraudulently misrepresents to FortisBC Energy its use of Gas or the volume delivered;
- (h) the Customer vacates the Premises;
- (i) the Customer's Service Agreement is terminated for any reason;
- (j) the Customer breaches any of the terms and conditions under a Financing Agreement; or
- (k) the Customer stops consuming Gas on the Premises.

### 23.3 Application to Former Tariffs

Section 23.1 (Discontinuance With Notice and Refusal Without Notice), parts (c), (d) and (e), apply to bills rendered under these General Terms and Conditions and under the following former tariffs:

- (a) Lower Mainland - Gas Tariff;

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- (b) Inland - Gas Tariff B.C.E.C. No. 2;
- (c) Columbia - Gas Tariff B.C.U.C. No.1;
- (d) BC Gas General Terms and Conditions;
- (e) Terasen Gas Inc. General Terms and Conditions;
- (f) FortisBC Energy Inc. General Terms and Conditions Originally Effective March 1, 2011 and all subsequent amendments up to and including December 31, 2014;
- (g) FortisBC Energy (Vancouver Island) Inc. Gas Tariff Standard Terms and Conditions and Rates for Gas Service; and
- (h) FortisBC Energy (Whistler) Inc. Tariff Stating Terms and Conditions and Rates for Gas Service.

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## **24. Limitations on Liability**

### **24.1 Responsibility for Delivery of Gas**

FortisBC Energy, its employees, contractors or agents are not responsible or liable for any loss, damage, costs or injury (including death) incurred by any Customer or any Person claiming by or through the Customer caused by or resulting from, directly or indirectly, any discontinuance, suspension or interruption of, or failure or defect in the supply or delivery or transportation of, or refusal to supply, deliver or transport Gas, or provide Service, unless the loss, damage, costs or injury (including death) is directly attributable to the gross negligence or wilful misconduct of FortisBC Energy, its employees, contractors or agents provided, however that FortisBC Energy, its employees, contractors and agents are not responsible or liable for any loss of profit, loss of revenues, or other economic loss even if the loss is directly attributable to the gross negligence or wilful misconduct of FortisBC Energy, its employees, contractors or agents.

### **24.2 Responsibility Before Delivery Point**

The Customer is responsible for all expense, risk and liability with respect to:

- (a) the use or presence of Gas before it passes the Delivery Point in the Customer's Premises; and
- (b) FortisBC Energy-owned facilities serving the Customer's Premises;

if any loss or damage caused by or resulting from failure to meet that responsibility is caused, or contributed to, by the act or omission of the Customer or a Person for whom the Customer is responsible.

### **24.3 Responsibility After Delivery Point**

The Customer is responsible for all expense, risk and liability with respect to the use or presence of Gas after it passes the Delivery Point.

### **24.4 Responsibility for Meter Set**

The Customer is responsible for all expense, risk and liability with respect to all Meter Sets or related equipment at the Customer's Premises unless any loss or damage is:

- (a) directly attributable to the negligence of FortisBC Energy, its employees, contractors or agents; or
- (b) caused by or resulting from a defect in the equipment. The Customer must prove that negligence or defect.

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For greater certainty and without limiting the generality of the foregoing, the Customer is responsible for all expense, risk and liability arising from any measures required to be taken by FortisBC Energy in order to ensure that the Meter Sets or related equipment on the Customer's Premises are adequately protected, as well as any updates or alterations to the Service Line(s) on the Customer's Premises necessitated by changes to the grading or elevation of the Customer's Premises or obstructions placed on such Service Line(s).

#### 24.5 Customer Indemnification

The Customer will indemnify and hold harmless FortisBC Energy, its employees, contractors and agents from all claims, loss, damage, costs or injury (including death) suffered by the Customer or any Person claiming by or through the Customer or any third party caused by or resulting from the use of Gas by the Customer or the presence of Gas in the Customer's Premises, or from the Customer or Customer's employees, contractors or agents damaging FortisBC Energy's facilities.

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## **25. Miscellaneous Provisions**

### **25.1 Taxes**

The rates and charges specified in the applicable Rate Schedules do not include any local, provincial or federal taxes, assessments or levies imposed by any competent taxing authorities which FortisBC Energy may be lawfully authorized or required to add to its normal rates and charges or to collect from or charge to the Customer.

### **25.2 Conflicting Terms and Conditions**

Where anything in these General Terms and Conditions conflicts with special terms or conditions specified under an applicable Rate Schedule or Service Agreement, then the terms or conditions specified under the Rate Schedule or Service Agreement govern.

### **25.3 Authority of Agents of FortisBC Energy**

No employee, contractor or agent of FortisBC Energy has authority to make any promise, agreement or representation not incorporated in these General Terms and Conditions or in a Service Agreement, and any such unauthorized promise, agreement or representation is not binding on FortisBC Energy.

### **25.4 Additions, Alterations and Amendments**

The General Terms and Conditions, fees and charges, and Rate Schedules may, with the approval of the British Columbia Utilities Commission, be added to, cancelled, altered or amended by FortisBC Energy from time to time.

### **25.5 Headings**

The headings of the Sections set forth in the General Terms and Conditions are for convenience of reference only and will not be considered in any interpretation of the General Terms and Conditions.

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## 26. Direct Purchase Agreements

### 26.1 Collection of Incremental Direct Purchase Costs

Where FortisBC Energy incurs any costs relating to implementing, providing or facilitating the direct purchase arrangements of a Customer, agent, broker or marketer, FortisBC Energy may, subject to British Columbia Utilities Commission approval, collect those costs from the Customer, agent, broker or marketer. Such costs may include the costs of arranging, acquiring or transporting substitute Gas supplies as well as any other costs or obligations relating to the direct purchase arrangement that are incurred by FortisBC Energy. FortisBC Energy can bill the Customer for such costs as part of the regular FortisBC Energy bill for Service.

### 26.2 Direct Purchase Customers Returning to FortisBC Energy System Supply

Where a Customer has acquired Gas under a direct purchase arrangement and later wishes to return to the system Gas supply of FortisBC Energy:

- (a) FortisBC Energy may require that the Customer provide FortisBC Energy up to one Year's written notice before the date on which the Customer wishes to return to system Gas supply;
- (b) FortisBC Energy will supply the Customer with system Gas when the Customer wishes to return to system Gas supply if FortisBC Energy is able to secure additional Gas supply and transportation to accommodate the Customer; and
- (c) FortisBC Energy may, subject to British Columbia Utilities Commission approval, charge the Customer for any costs associated with the Customer returning to system Gas supply. Such costs may include, among other things, the costs of securing additional Gas supply and transportation to accommodate the Customer. FortisBC Energy may bill the Customer for such costs as part of the regular FortisBC Energy bill for Service.

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## 27. Commodity Unbundling Service

### 27.1 Unbundling Service Terms and Conditions

In the event a Customer enters into a Gas supply contract with a Marketer for Commodity Unbundling Service under Rate Schedule 1U, 2U or 3U, the following terms and conditions will apply:

- (a) The Customer must sign a notice of appointment of Marketer, in a form acceptable to FortisBC Energy, as notification to FortisBC Energy that the Marketer has the authority to do what is required with respect to the Customer's enrolment in Commodity Unbundling Service, including entering into the necessary Commodity Unbundling Service agreements and related Rate Schedules. Such notice of appointment of Marketer must also authorize FortisBC Energy to share with the Marketer certain historical and ongoing consumption information and to verify the Commodity Cost Recovery Charge used to bill the Customer as directed by the Marketer;
- (b) FortisBC Energy will be entitled to rely solely on communications from the Marketer with respect to the enrolment of the Customer in Commodity Unbundling Service and with respect to the termination or expiry of any contract between the Customer and Marketer;
- (c) FortisBC Energy will bill the Customer a Commodity Cost Recovery Charge according to the price indicated by the Marketer. Such price will be expressed as a single fixed price per Gigajoule in Canadian dollars. Such price will not include amounts payable by the Customer to the Marketer for services other than the Gas commodity cost. The price may only be changed by Marketer no more than once per Year on the anniversary of the Customer's enrolment in Commodity Unbundling Service with such Marketer. FortisBC Energy will have no obligation to verify that the price communicated by the Marketer is the price agreed to between the Customer and the Marketer;
- (d) FortisBC Energy will continue to bill the Customer as per the billing, payment, credit and collections policies set out in these General Terms and Conditions;
- (e) The Customer must make payment to FortisBC Energy based on the total charges on the bill and under no circumstances will payments be prorated between the various charges on the bill. Payments made by Customers to FortisBC Energy pursuant to the bills rendered by FortisBC Energy must be made without any right of deduction or set-off and regardless of any rights or claims the Customers may have against the Marketer;

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- (f) Non-payment of any amounts designated as Commodity Cost Recovery Charge charged on the bill will entitle FortisBC Energy to the same recourse as non-payment of any other FortisBC Energy Service charges and may result in termination of Service by FortisBC Energy in accordance with these General Terms and Conditions and any applicable Rate Schedules. In the event FortisBC Energy terminates the Customer's Service, the subject Customer will be removed from the Commodity Unbundling Service. Should the Customer wish to re-enrol in Commodity Unbundling Service, the Customer will be required to re-apply for Service with FortisBC Energy as per the then existing General Terms and Conditions and then be required to enrol as a new participant in order to be eligible for Commodity Unbundling Service;
- (g) FortisBC Energy is not responsible for the terms of any of the Customer's contract(s) with the Marketer. Provision of Commodity Unbundling Service in no way makes FortisBC Energy liable for any obligation incurred by a Marketer vis-à-vis the Customer or third parties;
- (h) In the event the British Columbia Utilities Commission issues an order to FortisBC Energy to return Customers to FortisBC Energy as supplier of last resort, the Customer will be returned with no notice to the FortisBC Energy standard system supply rate with no interruption of Service upon the then applicable terms and conditions of FortisBC Energy system supply Service. In the event there are incremental costs associated with returning the Customer to the standard system supply rate, these costs may be recovered by FortisBC Energy directly from the Customer; and
- (i) The Customer's enrolment in Commodity Unbundling Service must be on a Premises specific basis.

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## **28. Biomethane Service**

### **28.1 Notional Gas**

Customers must recognize that the location of generation facilities will determine where Biomethane will physically be introduced to the FortisBC Energy System and that Customers receiving Biomethane Service may not receive actual Biomethane at their Premises, but may instead be contributing to the cost for FortisBC Energy to deliver an amount of Biomethane proportionate to the Customer's Gas usage into the FortisBC Energy System.

### **28.2 Biomethane Physical Delivery**

Customers located in the vicinity of Biomethane generation facilities may receive Biomethane as a component of Gas in such proportion as FortisBC Energy determines in its sole discretion.

### **28.3 Reduced Supply**

Customers must recognize that the production of Biomethane is subject to biological processes and production levels may fluctuate. Customers registered for Biomethane Service for applicable Rate Schedules 1B, 2B, 3B and 5B, agree that in the event that Biomethane production does not provide sufficient gas supply, FortisBC Energy may purchase Carbon Offsets at a price not to exceed the funding received from Customers registered for Biomethane Service.

### **28.4 Price Determination**

Customers registered for Biomethane Service will be billed for Gas pursuant to their applicable Rate Schedule or Long Term Biomethane Contract.

- (a) For those Customers who have entered into a Service Agreement with FortisBC Energy for Biomethane under Rate Schedule 1B, Rate Schedule 2B, Rate Schedule 3B, Rate Schedule 5B, Rate Schedule 11B or Rate Schedule 46, the cost of Biomethane will be the sum of:
  - (i) the British Columbia Utilities Commission approved January 1<sup>st</sup> Commodity Cost Recovery Charge per Gigajoule;
  - (ii) the current British Columbia carbon tax applicable to conventional natural gas Customers;
  - (iii) any other taxes applicable to conventional natural gas sales; and

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- (iv) a premium of \$7.00 per Gigajoule.
- (b) For those Customers who have entered into a Long Term Biomethane Contract, the cost of Biomethane, at the time the Long Term Biomethane Contract is entered into, will be calculated as the highest of:
  - (i) a \$1.00 per Gigajoule discount from the price determination calculated in Section 28.4(a) above;
  - (ii) \$10.00 per Gigajoule; or
  - (iii) in any period beyond year five of a Long Term Biomethane Contract, the sum of:
    - a. the British Columbia Utilities Commission approved January 1<sup>st</sup> Commodity Cost Recovery Charge per Gigajoule;
    - b. the current British Columbia carbon tax applicable to conventional natural gas Customers; and
    - c. any other taxes applicable to conventional natural gas sales.

#### 28.5 Biomethane Customers

Customers registered for Biomethane Service will be charged a Biomethane Energy Recovery Charge based on a calculation that will deem the Customer's Gas usage to be a percentage of Biomethane and a percentage of conventional natural gas as elected by the Customer and determined by FortisBC Energy. Applicable Rate Schedules will be reviewed and updated quarterly with regard to the price of conventional natural gas and updated annually with regard to the price of Biomethane, with rate changes subject to British Columbia Utilities Commission approval.

#### 28.6 Enrolment

In the event a Customer enters into a Service Agreement with FortisBC Energy for Biomethane Service under Rate Schedule 1B, Rate Schedule 2B, Rate Schedule 3B, Rate Schedule 5B or Rate Schedule 46, the following terms and conditions will apply:

- (a) **Notice** – the Customer must provide notification to FortisBC Energy that he or she wishes to receive Biomethane Service, and FortisBC Energy will provide confirmation to the Customer once the Customer is registered for Biomethane Service.
- (b) **Eligibility** – the number of Customers eligible to receive Biomethane Service will be limited and the determination of eligibility will be made by FortisBC Energy in its discretion, acting reasonably.



- (c) **Change in Rate** - Customers registered for Biomethane Service will be charged for Gas at the rates set out in Rate Schedule 1B, Rate Schedule 2B, Rate Schedule 3B, Rate Schedule 5B or Rate Schedule 46. FortisBC Energy will use reasonable efforts to switch Customers to Rate Schedule 1B, Rate Schedule 2B, Rate Schedule 3B, Rate Schedule 5B or Rate Schedule 46 in a timely manner. However, Rate Schedule 1B, Rate Schedule 2B, Rate Schedule 3B, Rate Schedule 5B or Rate Schedule 46 rates will only be commenced on the first day of a Month, therefore, Customers registered for Biomethane Service within one (1) week on the last day of a Month may not be switched to Rate Schedule 1B, Rate Schedule 2B, Rate Schedule 3B, Rate Schedule 5B or Rate Schedule 46 until five (5) weeks after their registration date.
- (d) **Availability of Biomethane Service** – Subject to availability specified in each applicable Rate Schedule, Biomethane Service is available in all FortisBC Energy Service Areas, provided adequate capacity exists on FortisBC Energy’s System. Entry dates for commencing Biomethane Service will be the first day of each month. The number of Customers that may enrol in Biomethane Service under the applicable Rate Schedule for a given entry date may be limited. In the event that there is a limit to the total number of Customers that may be enrolled in Biomethane Service under the applicable Rate Schedule for a particular entry date, enrolments will be processed on a “first come, first served” basis, based on the date of application.
- (e) **Moving** – If a Customer registered for Biomethane Service moves to a new Premises where the Biomethane Service remains available under the applicable Rate Schedule, that Customer may remain registered for Biomethane Service at the new Premises.
- (f) **Switching Back to FortisBC Energy Standard Rate Schedule** – Customers may at any time request to terminate Biomethane Service and be returned to an applicable FortisBC Energy Rate Schedule. On receiving notice that a Customer wishes to terminate Biomethane Service, FortisBC Energy will return that Customer to the applicable FortisBC Energy Rate Schedule in accordance with the FortisBC Energy General Terms and Conditions.
- (g) **Switching to a Gas Marketer Contract** – Customers may at any time request to terminate Biomethane Service and receive their commodity from a Gas Marketer. On receiving notice that a Customer has entered into an agreement with a Gas Marketer, FortisBC Energy will process this request in accordance with Section 27 (Commodity Unbundling Service).
- (h) **Program Termination** – FortisBC Energy reserves the right to remove and/or terminate Customers from Biomethane Service at any time.

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## Standard Charges Schedule

Application Charge	
Existing Installation	\$15.00
New Installation	\$15.00
New Installation - Manifold Meters	\$15.00 per meter
New Installation - Vertical Subdivision	\$15.00 per meter
Service Line Cost Allowance	
Other than a duplex	\$3,080.00
Duplex	\$6,160.00

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## Administrative Charges

Late Payment Charge	1.5% per month (19.56% per annum) on outstanding balance
Returned Payment Charge	\$7.00

## Interest on Cash Security Deposits

FortisBC Energy will pay interest on cash security deposits at FortisBC Energy's prime interest rate minus 2%. FortisBC Energy's prime interest rate is defined as the floating annual rate of interest which is equal to the rate of interest declared from time to time by FortisBC Energy's lead bank as its "prime rate" for loans in Canadian dollars.

Payment of interest will be credited to the Customer's account in January of each Year.

## Metering Related Charges

### Meter Testing Charges

Meters rated at less than or equal to 14.2 m <sup>3</sup> /Hour	\$60.00
Meters rated greater than 14.2 m <sup>3</sup> /Hour	Actual Costs of Removal and Replacement

## Reactivation Charges

Performed During Regular Working Hours	\$90.00 per hour
Performed After Regular Working Hours	\$115.00 per hour

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