



FORTISBC ENERGY INC.

RATE SCHEDULE 6P

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

Effective November 1, 2018

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1. Definitions

1.1 Definitions

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

- (a) **Customer** - means a person who enters into a Service Agreement with FortisBC Energy.
- (b) **Day** – means, subject to Section 1.2 (Change in Definition of “Day”), any period of twenty-four consecutive hours beginning and ending at 7:00 a.m. Pacific Standard Time.
- (c) **Delivery Point** - means the location or point where FortisBC Energy dispenses Gas to a Customer pursuant to this Rate Schedule.
- (d) **Force Majeure** - means any acts of God; strikes, lockouts, or other industrial disturbances; civil disturbances, arrests and restraints of rulers or people; interruptions by government or court orders; present or future valid orders of any regulatory body having proper jurisdiction; acts of the public enemy, wars, riots, blackouts, insurrections; failure or inability to secure materials or labour by reason of regulations or orders of government; serious epidemics; landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, breakage or accident to machinery or lines of pipes, or freezing of wells or pipelines; or the failure of gas supply, temporary or otherwise, from a Supplier of gas, which act of Force Majeure was not due to negligence of the party claiming Force Majeure. Further, Force Majeure will also include a declaration of force majeure by a Transporter that results in Gas being unavailable for delivery at the Interconnection Point.
- (e) **Gas** - means the residue remaining after raw gas has been subjected to any or all of the following permissible processes:
 - (i) the removal of any of its constituent parts other than methane, and the removal of methane to such extent as is necessary in removing other constituents;

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- (ii) the compression, regulation, cooling, cleaning or any other chemical or physical process other than the addition of diluents, such as air or nitrogen, to such extent as may be required in its production, gathering, transmission, transportation, storage, removal from storage and delivery; and
 - (iii) the addition of odorant by FortisBC Energy,
- but for greater certainty Gas does not include propane.
- (f) **Heat Content** - means the gross heating value of the Gas, determined on the basis of a temperature of 15° Celsius with the Gas free of all water vapour and at an absolute pressure of 101.325 kilopascals, with the products of combustion cooled to the initial temperature of the Gas and the water formed by the combustion condensed to the liquid state. The Heat Content will be expressed in megajoules per cubic metre of Gas (MJ/m³) rounded to two decimal places.
 - (g) **Month** - means, subject to any changes from time to time required by FortisBC Energy, the period beginning at 7:00 a.m. Pacific Standard Time on the first day of the calendar month and ending at 7:00 a.m. Pacific Standard Time on the first day of the next succeeding calendar month.
 - (h) **NGV** - means natural gas for vehicles
 - (i) **Rate Schedule 6P or this Rate Schedule** - means this Rate Schedule, including all rates, terms and conditions, Definitions and the Table of Charges, as amended from time to time by FortisBC Energy with the consent of the British Columbia Utilities Commission.
 - (j) **Service Agreement** - means an agreement between FortisBC Energy and a Customer to provide Service pursuant to this Rate Schedule and the terms and conditions described in Section 3.3 (Service Agreement) of this Rate Schedule.
 - (k) **Supplier** - means a party who sells Gas to a Shipper or FortisBC Energy or has access to its own supplies of Gas.
 - (l) **Table of Charges** - means the table of prices, fees and charges, as amended from time to time by FortisBC Energy with the consent of the British Columbia Utilities Commission, appended to this Rate Schedule.
 - (m) **Transporter** - means, in the case of the Columbia area, TransCanada PipeLines Limited (Foothills System B.C.) and NOVA Gas Transmission Ltd., and in the case of the Inland and Lower Mainland areas, Westcoast Energy Inc., Northwest Pipeline LLC, FortisBC Huntingdon Inc., and any other gas pipeline transportation company connected to the facilities of FortisBC Energy from which FortisBC Energy receives Gas for the purposes of Gas service or resale.

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- (n) **Transporter's Service Terms** - means the general terms and conditions of the applicable Transporter, as filed with and approved from time to time by the National Energy Board or other applicable governmental authority.
- (o) **10³m³** - means 1,000 cubic metres.

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

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

2. Applicability

2.1 Description of Applicability

This Rate Schedule applies to the sale of firm Gas from FortisBC Energy to Customers under the Conditions of Service set forth in Section 3 (Conditions of Service), for the purpose of compression and dispensing Gas as fuel to operate vehicles. This Rate Schedule is applicable only to Customers who use a dispenser provided by FortisBC Energy for public use for on-site vehicle refueling service through a compressor(s) not exceeding 0.03 m³ per minute.

2.2 Applicable In

The Lower Mainland area at:

16705 Fraser Highway, Surrey, British Columbia

2.3 British Columbia Utilities Commission

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

3. Conditions of Service

3.1 Conditions

This Rate Schedule is available in the Lower Mainland area served by FortisBC Energy under the FortisBC Energy tariff of which this Rate Schedule is a part if:

- (p) adequate Gas volumes for such Service are available;
- (q) adequate capacity exists on the FortisBC Energy System;
- (r) Customers' access to the designated dispensing area is for the sole purpose of on-site natural gas vehicle refueling. Access to the site is from 7:00 a.m. Pacific Standard Time to 5:00 p.m. Pacific Standard Time Monday to Friday, excluding statutory holidays, as well as Easter Monday and Boxing Day; and
- (s) FortisBC Energy has installed at the Delivery Point the facilities and equipment referred to in Section 4.1 (Facilities and Equipment).

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3.2 Sale of Gas

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

3.3 Service Agreement

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

- (a) the Customer will be bound by the terms and conditions of this Rate Schedule;
- (b) the Customer agrees to pay the FortisBC Energy the charges for the quantity of Gas dispensed from this Delivery Point by either debit or credit card at the time of dispensing, as per Section 3.4 (Form of Payments); and
- (c) by entering / swiping a debit or credit card, the Customer gives the FortisBC Energy the authority to charge that debit or credit card for the charges for such quantity of Gas dispensed from the Delivery Point.

3.4 Form of Payments

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

4. Measuring Equipment

4.1 Facilities and Equipment

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

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5. Measurement

5.1 Unit of Volume

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

5.2 Determination of Volume

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

5.3 Conversion to Energy Units

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

6. Interpretation

6.1 Interpretation

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

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

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- (e) the headings of the sections set out in this Rate Schedule or in the Service Agreement are for convenience of reference only and will not be considered in any interpretation of this Rate Schedule or the Service Agreement.

7. Miscellaneous

7.1 Waiver

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

7.2 Further Assurances

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

7.3 Special Condition

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

8. Limitations on Liability

8.1 Limitations on Liability

The following provisions of "Limitations on Liability" set forth in Section 24 (Limitations on Liability) of the FortisBC Energy General Terms and Conditions are applicable to provision of Service under this Rate Schedule: Sections 24.1 (Responsibility for the Delivery of Gas), 24.2(a) (Responsibility Before the Delivery Point), 24.3 (Responsibility After Delivery Point), 24.5 (Customer Indemnification).

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Table of Charges

Lower Mainland
Area

Delivery Margin Related Charges

- | | |
|---|----------|
| 1. Delivery Charge per Gigajoule | \$ 2.923 |
| 2. Rider 3 per Gigajoule | \$ 0.018 |

Commodity Related Charges

- | | |
|--|------------|
| 3. Commodity Cost Recovery Charge per Gigajoule | \$ 1.549 |
| 4. Storage and Transport Charge per Gigajoule | \$ 0.469 |
| 5. Rider 6 per Gigajoule | \$ (0.007) |

Subtotal of per Gigajoule Commodity Related Charges

\$ 2.011

- | | |
|--|----------|
| 6. Compression Charge per Gigajoule | \$ 8.441 |
|--|----------|

\$ 8.441

TOTAL per Gigajoule Rate

\$ 13.393

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Delivery Margin Related Riders

- Rider 2** (Reserved for future use.)
- Rider 3** **Biomethane Variance Account** - Applicable to Mainland and Vancouver Island Service Area Customers for the Year ending December 31, 2019.
- Rider 4** (Reserved for future use.)
- Rider 7** (Reserved for future use.)

Storage and Transport Related Riders

- Rider 6** **Midstream Cost Reconciliation Account** - Applicable to Mainland and Vancouver Island Service Area Customers, excluding Revelstoke, for the Year ending December 31, 2019.

Permanent Delivery Rate Establishment

Pursuant to British Columbia Utilities Commission Order G-208-18, delivery rates and delivery rate riders were set on an interim basis for consumption on and after January 1, 2019. Pursuant to British Columbia Utilities Commission Order G-30-19, the interim delivery rates and delivery rate riders are now made permanent and implemented for consumption on and after January 1, 2019.

Permanent Storage and Transport Charge Establishment

Pursuant to British Columbia Utilities Commission Order G-230-18, Storage and Transport Charges were set on an interim basis for consumption on and after January 1, 2019. Pursuant to British Columbia Utilities Commission Order G-9-19, the interim Storage and Transport Charges are now made permanent and implemented for consumption on and after January 1, 2019.

C/N