

**COMMONWEALTH OF PUERTO RICO  
PUBLIC SERVICE REGULATORY BOARD  
PUERTO RICO ENERGY BUREAU**

**NEPR**

**Received:**

**May 22, 2021**

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IN RE: REVIEW OF LUMA'S  
TERMS OF SERVICE (LIABILITY  
WAIVER)

**CASE NO. NEPR-MI-2021-0007**

**SUBJECT: Filing of Additional Information  
and Submitting Responses to Requests Issued  
During Technical Conference**

**MOTION SUBMITTING ADDITIONAL INFORMATION AND RESPONSES TO  
REQUESTS ISSUED DURING TECHNICAL CONFERENCE**

**TO THE HONORABLE PUERTO RICO ENERGY BUREAU:**

**COME NOW LUMA Energy, LLC** ("ManagementCo"), and **LUMA Energy ServCo, LLC** ("ServCo"), (jointly referred to as "LUMA"), and respectfully state and request the following:

**I. Introduction and Background**

On February 24, 2021, LUMA filed a *Petition for Approval of Initial Budgets and Related Terms of Service* ("Initial Budgets Petition"). As Exhibit 2 to the Initial Budgets Petition, LUMA filed a *Petition for Approval of Terms of Service and Memorandum of Law in Support Thereof* ("Terms of Service Petition"). LUMA requested that this honorable Bureau approve Terms of Service applicable to all customer classes in PREPA's Tariff Book approved by Resolution and Order issued on May 28, 2019, in Case Number CEPR-AP-2015-0001; CEPR-AP-2018-0003 ("Tariff Book Resolution and Order").

On May 4, 2021, this honorable Puerto Rico Energy Bureau ("Bureau") issued a Resolution and Order ("May 4<sup>th</sup> Order") that set a procedural calendar in this proceeding, scheduled a technical conference for May 18<sup>th</sup>, 2021, and required LUMA, among others, to provide a summary of the Terms of Service Petition in Spanish and responses to requests for information

included in Attachment A of the May 4 Order (“Requests for Information”) on or before May 10, 2021, at 12:00 p.m. The May 4<sup>th</sup> Order also requested that on or before May 14, 2021, LUMA file the presentation to be offered during the technical conference.

On May 7, 2021, LUMA filed with this Energy Bureau a Spanish-language translation of the Terms of Service Petition. After requesting a brief extension of time, on May 11, 2021, LUMA filed Responses to the Requests for Information. Then, on May 14, 2021 LUMA submitted the pre-filed testimonies of Mr. Mario Hurtado, Vice President, Regulatory LUMA and an independent expert, Mr. Branko Terzic.

The technical conference was held as scheduled on May 18, 2021. Mr. Mario Hurtado, Mr. Kalen Kostyk, Manager Accounting, LUMA and Mr. John Stone, Director of Risk Management LUMA, appeared to offer testimony and answer questions from the Bureau and its consultants on behalf of LUMA. Mr. Branko Terzic, independent expert, testified before the Bureau and answered questions in support of LUMA’s Terms of Service Petition.

In accordance with the May 4<sup>th</sup> Order and verbal requests and bench orders issued by the Bureau during the technical conference, LUMA hereby submits additional information and argumentation in support of the Terms of Service Petition, and files the BC Hydro tariff that was requested by the Bureau during the technical conference, *see* TC-RFI-LUMA-MI-21-0007-210518-PREB-001.

## **II. Discussion**

### **A. Submission of Examples of Liability Waivers Applicable to U.S., Canadian and Caribbean Utilities.**

During the technical conference held on May 18<sup>th</sup>, 2021, the Energy Bureau inquired about the scope of the proposed Terms of Service and requested examples of liability waivers that have been adopted in the United States and Canada. With this Motion, LUMA is submitting the

relevant texts of twenty (20) tariffs adopted for utilities in the United States, Canada and the Caribbean, that include liability waivers.<sup>1</sup> As the independent regulatory expert Mr. Terzic establishes in his pre-filed testimony submitted to this Bureau on May 14, 2021, “[a] Terms of Service provision which includes limits on the economic liability of electric utilities due to service interruptions, deficient, irregular or imperfect service, within filed rates is universal in the US for both Investor Owned Utilities (IOUs) and Public Power electric utilities such as PREPA.” *See Pre-Filed Testimony*, B. Terzic, lines 133-36. “Each utility [Terms of Service] is reflective of the uniqueness of state law, utility regulatory experience, recent history after catastrophes and many other factors.” *See Id.*, lines 257-59. “The difference in utility liability waivers across the US . . . are due to myriad factors, including: state law, court decisions, the public and political significance of outages, frequency and responses outages due to extreme weather events, frequency and responsiveness to outages due to non-weather related events, the existence of other regulatory actions providing incentives for reliability and resilience, the history of rate increases and comparative rate levels to other regions and areas . . . .” *Id.* lines 250-55.

The table included as attachment 1 to TC-RFI-LUMA-MI-21-0007-210518-PREB-001, itemizes different iterations of liability waivers that exempt electric power utilities from liability from direct and indirect damages. As Mr. Terzic explained in his pre-filed testimony, the language of the tariffs varies by jurisdiction. The tariffs have different ranges of exculpatory languages that are interpreted pursuant to the laws of each jurisdiction and follow the different definitions of negligence under applicable laws:

1. Waiver for liability explicitly including mention of negligent actions or omissions. *See BC Hydro Tariff*, Tampa Electric Company, FPL (Florida), Kansas Energy, New York Con

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<sup>1</sup> Links are included to the full text of the tariffs.

Ed, PJM (Washington D.C.), Long Island Power Authority (PSE&G), and Orange and Rockland Utilities, Inc.

2. No liability for damages, including direct and consequential damages in connection with defective electric power services, outages or service interruptions without distinctions on degrees of negligence. *See* Alberta ATCO Distribution Tariff, Connecticut Light and Power Company (d/b/a Eversource Energy), Tampa Electric Company, Georgia Power Company, Indiana Michigan Power Company, Minnesota PUC, New Jersey Public Service Electric and Gas Company, AEP (Ohio), Narragansett Electric Company (Rhode Island), Appalachian Power Company (Virginia), WEPCO Wisconsin Electric, Orange and Rockland Utilities, Inc.
3. Compensation for willful misconduct limited to direct damages. *See* BC Hydro Tariff and PJM.
4. Liability waiver that explicitly includes gross negligence. *See* BC Hydro Tariff.

Also included are liability waivers for two utilities in the Caribbean: Jamaica Public Service Company (waiver for damages to equipment or for any loss, injury or damage of any nature whatsoever) and the Caribbean Utilities Company (Cayman Islands) (waiver includes negligence). *See* TC-RFI-LUMA-MI-21-0007-210518-PREB-001, attachment 1.

**B. Legal and Factual Justifications for Inclusion of Gross Negligence and Willful Misconduct.**

During the technical conference, the Energy Bureau inquired about that portion of the proposed Terms of Service that includes a waiver of liability in connection with events of interrupted, irregular or defective electric service due to gross negligence or willful misconduct.

It is respectfully submitted that the proposed Terms of Service that include three forms of degrees of negligent conduct constitute a workable rule of uniform and clear application,

reasonably tailored to the realities of the neglected, dilapidated and fragile state of the transmission and distribution system (T&D System) that LUMA will operate. As Mr. Mario Hurtado explained during the technical conference, the proposed Terms of Service do not call for exempting LUMA of all responsibilities with regards to its operations.<sup>2</sup> Rather, the Puerto Rico Transmission and Distribution System Operation and Maintenance Agreement dated June 22, 2020 (“OMA”) provides specific language on proposed Terms of Service that would be submitted for approval by this Energy Bureau to protect PREPA, customers and LUMA as Operator, from risks that are difficult to predict in connection with operations of the current state of the generation, transmission and distribution systems, as discussed in Section Sub-Section C *infra*. Further, LUMA is required to meet contractual requirements of the OMA, for which the Puerto Rico Public-Private Partnerships Authority is the administrator. As such, LUMA has responsibility and liability associated with its performance under the contract. As stated in the Partnership Committee Report – Puerto Rico Public-Private Partnership for the Electric Power Distribution and Transmission System at page 7, “LUMA’s Operational and Financial Proposal included higher liability caps and liquidated damages payments than the other proponents in the event of performance failures by the operator [of the T&D System] which demonstrated a greater

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<sup>2</sup> LUMA will remain accountable to the PREB and its customers for compliance with the Puerto Rico energy public policy and regulatory framework as well as all legal and regulatory requirements applicable to electric service companies. For example, LUMA will continue to remain subject to the following actions or oversight from PREB under Act 57-2014, as applicable: (a) PREB’s regulatory actions to guarantee the capacity, reliability, safety, efficiency and rate reasonableness of the electric system; (b) PREB’s oversight of an energy service company’s electric service’s compliance with standards of quality, efficiency and reliability necessary to maintain a robust grid; and (c) PREB’s actions or orders to implement the purposes of Act 57-2014 and require compliance with PREB rules, regulations, orders and determinations, including issue orders and seek and grant legal remedies. See Act 57-2014, Art. 6.3(c), (d), and (pp), as amended. In addition, under Act 57-2014, LUMA may be subject to complaints from affected persons with standing regarding alleged noncompliance with the energy public policy and applicable laws in effect. *Id.* Art. 6.4(a)(3) and 6.4(c). The PREB may also impose administrative penalties on electric service companies, including LUMA, for violations of Act 57-2104 and PREB’s regulations and orders. *Id.*, Art. 6.37. LUMA is also subject required to meet the contractual requirements of the OMA.

willingness to stand behind its contractual commitments and to protect the interest of PREPA's customers and the people of Puerto Rico." LUMA is committed to serve its customers and is supportive of initiatives to streamline and improve the processes to ensure that customer complaints are addressed in a timely manner and fair manner.

To provide context on the proposed terms of service, it is important to note that Puerto Rico law on civil liability for fault or negligence, both pursuant to Article 1802 of the now repealed Civil Code of 1930, and Article 1536 of the Civil Code of 2020, 31 LPRA § 10801 (2021), does not distinguish between degrees or types of negligence.<sup>3</sup> For clarity and uniformity in adopting and implementing the Terms of Service, all forms of negligence should be included in the Terms of Service. This, to avoid that artful pleading annuls or undercuts the liability waiver and to protect PREPA, customers and LUMA from bearing the costs of managing and defending claims for negligence that should be covered by the proposed Terms of Service.

The degrees of negligence are a function of the foreseeability of the risk and the manner in which the actor deviated from the standard of conduct that a prudent person would follow. The Puerto Rico Supreme Court has not adopted degrees of negligence in its interpretation of the types of acts or omissions that give rise to civil liability due to fault or negligence. Per current interpretation of the Puerto Rico Civil Code that imposes general civil liability for negligent and culpable acts or omissions, negligence encompasses a broad range of conduct and omissions, including gross or inexcusable neglect and lesser neglect, provided that the consequences are foreseeable or predictable. *See* Carlos Irizarry Yunque, *Responsabilidad Civil Extracontractual*, at page 35 (2009).

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<sup>3</sup> Article 1538 of the 2020 Puerto Rico Civil Code introduced in Puerto Rico the concept of punitive damages payable where the culpable or negligent act or omission constitutes a crime, are intentional or show clear disregard for the life, security and property of others. 31 LPRA § 10803.

When adjudicating claims of ordinary or simple negligence courts examine the act with reference to the prudent person standard, to consider if there is a deviation of actions and the diligences expected from a prudent person. *See e.g., Montalvo v. Cruz*, 144 DPR 748 (1998). In turn, gross negligence involves a higher degree of disregard to the risk and heightened lack of due care and diligence with regards to foreseeable risks. *See Elias y otros v. Chenet y otros*, 147 DPR 507, 521 (1999) (“gross negligence has been defined as the complete lack of care or the exercise of such a small degree of diligence that justifies the belief that there is complete indifference towards the interests and wellbeing of others.” (translation ours)). Although neither the Puerto Rico codified law nor the Puerto Rico Supreme Court have fixed the definition of wanton negligence or misconduct, “[w]anton negligence may be generally defined as an act (or failure to act when there is a duty to act) in reckless disregard of the rights of another, coupled with a consciousness that injury is a probable consequence of the act or omission.” *Montes Mitchell v. Departamento de Justicia*, 2011 WL 7396146, KLRA 201100129 at page 4 (P.R. Cir. Aug. 31, 2011) (citing *Evens v. Texas Pac.-Missouri P.T.R. R.*, 134 F.2d 275 (1943)).

LUMA appreciates that the terms gross negligence and willful misconduct, facially, may suggest inclusion of serious actions or omissions. It is respectfully submitted, however, that gross negligence involves a degree of negligence that does not encompass criminal intent or intent to cause harm. Although willful misconduct involves consciousness of the probable consequences of the acts or omissions, it does not encompass a specific intent to cause harm; rather, it involves negligent conduct.

The proposed Terms of Service are aligned with the statutory liability waiver set forth in Section 6 of Act 114 -2007 (Public Policy on Net Metering), as amended by Act 17-2019, that codifies a broad liability waiver with regards to connections of renewables to the transmission and

distribution system, **that does not distinguish between varying degrees of negligence** and includes a liability waiver for acts or omissions that injure third parties and likewise does not exclude degrees of negligent or culpable conduct. To wit, it provides that:

The Electric Power Authority or the transmission and distribution network Contractor **shall not be directly or indirectly liable** for allowing or continuing to allow solar electric equipment, a windmill, or other source of renewable energy to be connected to its transmission and distribution system, **or for acts or omissions of the feedback customer that cause losses or injuries, including death, to any third party.**

22 LPRA § 1016 (emphasis added).

It is respectfully submitted that the Bureau should adopt the proposed Terms of Service that, in harmony with the statutory liability waiver of Section 6 of Act 114 -2007, include all types of negligent actions or omissions. Section 6 of Act 114 -2007 establishes a threshold a principle to follow in setting liability waivers in connection with providing electric power services: exemption from liability to include all types of negligent acts or omissions that causes losses or injuries.

Importantly, in Puerto Rico, there is another context in which liability waivers are in place to advance a public policy. To wit, in order to promote the payment of the public insurance for employees by the employers, the System of Compensation for Work Accidents Act, 11 P.R. Laws Ann. 1 et seq., does not allow any claim for damages against insured employers. The ban of claims for damages is absolute, no matter the type of damage or the degree of negligence or fault by the employer. *See Santiago Hodge v. Parke Davis Co.*, 126 DPR 1, 8 (1990); *Cortijo Walker v. Fuentes Fluviales*, 91 DPR 574, 580 (1964). The only circumstance in which the waiver does not operate is when the employer causes the damage intentionally. *Odriozola v. S. Cosmetic Dist. Corp.*, 116 DPR 485, 500-01 (1985). In *Hernández v. Bermúdez Longo, S.E.*, 149 DPR 543, 548-550 (1999), a construction employee died because the employer did not take the minimum security measures to provide a safe construction site and the Court determined that gross negligence is just a degree



of negligence that does not constitute an exemption to the employer's immunity for negligent acts. The Court therefore rejected the allegation that not complying with security regulations was such a major negligence that it amounted to an intentional act. *See also Elías Vega et al. v. Chenet et al.*, 147 D.P.R. 507, 521 (1999) (determining that the court of first instance needed to evaluate if the doctor's negligence amounted to gross negligence in order for him to be covered by the Good Samaritan Act).

The aforementioned shows that the varying degrees of negligence, ordinary *vis à vis* gross negligence and wanton acts, are not inconsistent with public policy nor with the principles that justify the adoption of liability waivers for public utilities. Because the proposed Terms of Service do not extend to intentional conduct, there is no principled reason to exclude types or degrees of negligent conduct such as gross negligence and willful misconduct.

A blanket exclusion of gross negligence and willful misconduct in a jurisdiction that does not distinguish between different degrees of negligent conduct, will seriously undermine the intended purpose of the liability waiver, as LUMA and PREPA would be exposed to managing claims and defending complaints that involve ordinary negligence, but that claimants may fashion as grossly negligent acts or willful acts, to avoid the liability waiver. All to the detriment of the interests of ratepayers.

Absent a bright-line rule setting differences between ordinary negligence, gross negligence and willful misconduct, the reasonable rule that will lend itself to consistent and fair application, is to approve a waiver that includes all degrees of negligent conduct.

### **C. Potential liability for gross negligence**

Although the Puerto Rico Supreme Court has defined gross negligence as “the complete lack of care or the exercise of such a small degree of diligence that justifies the belief that there is

complete indifference towards the interests and wellbeing of others,” *Elías Vega*, 147 DPR at 521, it has rarely determined that acts or omissions were committed with gross negligence. Instead of making a distinction among the types of negligence, the Court had always stated that it cannot award an amount too low, that does not compensate sufficiently for the damages suffered, and cannot award exaggerated amounts, because punitive damages were prohibited in Puerto Rico. Thus, the most efficient way to establish award amounts was to review previous awards for similar situations and bring those amounts to the current dollar value. *Rodríguez v. Hospital*, 186 DPR 889 (2012); *SLA v. FW Woolworth*, 143 DPR 76 (1997).

However, the Civil Code of 2020 incorporates punitive damages to the Puerto Rico doctrine. Article 1538, 31 LPRA §10803, provides that “when the act or omission constitutes a criminal offense, is executed intentionally or with severe disregard for the life, security and property of others, the Court may impose an additional compensation that cannot be superior to the amount granted to repair the damage caused.” Consequently, now a person may be liable for up to two times the amount of damages caused if the Court determines that the person acted with gross negligence or willfully.<sup>4</sup> Nevertheless, for the determination of the primary award, that is, the amount that would compensate the damage, the Courts would still review previous awards for similar situations.<sup>5</sup> Awards by the Puerto Rico Supreme Court for negligence that could be

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<sup>4</sup> We have not identified any case before the Puerto Rico Supreme Court or the Court of Appeals in which this Article has been applied.

<sup>5</sup> There are few cases awarding damages against the Puerto Rico Electric Power Authority (“PREPA”) in recent years due to the automatic stay in response to PREPA entering in the Title III proceeding in 2017. The stay has been objected but upheld. *See, for example, Delgado Santana v. Star Electrical Services General Supplies, AEE*, KLAN201800771 (Court of Appeals, September 12, 2018) (claiming for the physical damages and eventual death of a person who had an accident while working on an electric panel); *Rodríguez Ramos v. AEE*, KLAN201800520 (Court of Appeals, June 27, 2018) (claiming \$100,000 for damages caused by illegal suspension of electric service); *Martínez Ruiz v. ELA, AEE*, KLCE201701737 (Court of Appeals, April 26, 2018) (claiming damages for the death of a minor and injuries caused to other minors in a car accident due in part to lack of street lighting).

categorized as gross negligence in other contexts have amounted, on average, to \$500,000 during the last 20 years.<sup>6</sup> PREPA's list of pending claims includes a significant exposure for payment of third-party claims that would be covered by the Terms of Service<sup>7</sup>:

Type of Claim	Liability for All Claims
Claims related to service suspension/disruption, or connection failure	\$4,823,223.76
Claims related to accidents alleged to be caused due to lack of/inadequate public lighting	\$13,739,940.00
Claims related to voltage issues and/or outages	\$928,426.38
Claims related to accidents involving contact with electrified objects	\$135,394,265.62

<sup>6</sup> See e.g., *Meléndez Vega v. El Vocero*, 189 DPR 123 (2013) (a newspaper that acted with actual malice when publishing a defamatory series of articles alleging sexual misconduct of a public official had to pay \$350,000 for damages. This amount was reduced by the Supreme Court from the original \$1,815,000.); *Maderas Tratadas v. Sun All.*, 185 DPR 880 (2012) (a series of robberies occurred in the building where Plaintiff operated its hardware store. At the time of the robberies, Plaintiff had armed security officers in its premises, provided by the company CBI, which Plaintiff had hired. The robberies were committed, in part, by one of the security guards provided by CBI. Puerto Rico Supreme Court awarded Plaintiff \$175,000.); *Toro Aponte v. ELA*, 142 DPR 464 (1997) (Plaintiff was awarded \$150,000 after a doctor left the gauzes used during her caesarean section inside her and affected her intestine.); *Elba A.B.M. v. UPR*, 125 DPR 294 (1990) (the University and its insurance company were sentenced to pay jointly \$450,000 for the damages suffered by a student who was assaulted at the lobby of a building and raped in campus, due to lack of security). See also, *Morales v. Automatic Vending Serv., Inc.*, 103 DPR 281 (1975) (a complaint was filed by the widow and a son of José Ibarra Quintero and by six children begotten in a previous marriage to recover the damages sustained as a result of the death of Ibarra Quintero, who died upon being ran over by a motor vehicle insured by the defendant. The PRSC confirmed the trial court's judgement in granting \$20,000 as indemnity to the widow and \$30,000 to their son. To each one of his six children, all of legal age, begotten in a previous marriage, it granted \$3,000.); *Goenaga v. West Indies Trading Corp.*, 88 DPR 865 (1963) (West Indies was using flammable materials in the basement it was renting, causing an explosion that burnt down the whole two-story building. Plaintiff was renting the rest of the building, in which she had a clothes fabric. Plaintiff was awarded \$130,951 in damages, to be paid jointly by West Indies and the owner of the building, for allowing the use of flammable materials.).

<sup>7</sup> For a sample of pending claims for economic losses see RFI-LUMA-MI-21-0007-210504-PREB-001-Att4 (Attachment 4 to Answers to Requests for Information in Attachment A regarding Terms of Service), line 223 (claims \$181,835 for damages to crop caused by overfly of PREPA's helicopter), line 226 (claims \$104,368 for not having received electric energy services in their residence for several months after an accident with fiber optic infrastructure), line 227 (claims \$84,466 for damages to equipment caused by interruption of electric service in refinery), line 232 (claims \$215,511 for damages to crop caused by overfly of PREPA's helicopter), line 233 (claims \$525,000 for damages to vehicle and other losses due to vehicle being hit by a PREPA pole), line 234 (claims \$242,740 in damages to residence caused by an explosion on a PREPA substation), line 244 (claims \$130,850 for loss of several home appliances and other damages due to an explosion caused by the detachment of a PREPA high tension cable), line 392 (claims \$300,000 for damages because PREPA has not installed energy to a residential project and consequently developer has not been able to sell the houses).

Claims related to property damage and/or damage caused by PREPA property	\$25,050,855.35
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See Response to Requests for Information in Attachment A regarding Terms of Service, Response RFI-LUMA-MI-21-0007-210504-PREB-001.<sup>8</sup>

Given that the Civil Code of 2020 allows for imposition of punitive damages, it should be expected that there will be an added and heightened exposure for payments related to judgments for damages claims that will be ultimately borne by ratepayers. Liabilities for payments of punitive damages is a changed circumstance that counsels decisively in favor of adopting the proposed Terms of Service and renders them reasonable and proper.

#### **D. The Need for the Proposed Terms of Service**

The record in this proceeding and the dockets of other pending proceedings, including Initial Budgets, NEPR-MI-2021-0004, and System Remediation Plan, NEPR-MI-2020-0019, establish beyond cavil what the Legislative Assembly of Puerto Rico decreed in enacting Act 17-2019: “[e]lectric power services in Puerto Rico are inefficient, unreliable, and provided at an unreasonable cost to residential, commercial, and industrial customers despite the existence of a

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<sup>8</sup> For samples of pending claims against PREPA, *see, for example*, RFI-LUMA-MI-21-0007-210504-PREB-001-Att4 (Attachment 4 to Answers to Requests for Information in Attachment A regarding Liability Waiver): line 2 (claims \$1 million for damages as a consequence of the suspension of electric service), line 20 (claims \$1 million for damages suffered when a tree fell on top of his car), line 38 (claims \$642,000 for damages suffered in a motorcycle accident due to lack of street lighting), line 42 (claims \$2.5 million for damages suffered when he crashed his vehicle against a PREPA public lighting pole), line 47 (claims \$690,000 for damages suffered when a PREPA truck hit their car on the highway), line 57 (claims \$8 million for damages suffered when a PREPA cable hit his neck while driving his motorcycle; the cable was detached from a pole after being hit by a car), line 59 (claims \$1 million for the loss of her vehicle and other damages suffered when she lost control of the car while driving under the rain; alleges there was no street lighting), line 65 (claims \$3 million for damages suffered on a motorcycle accident due to lack of street lighting), line 99 (claims \$1.7 million for damages suffered when he fell on a manhole; street lighting was not working), line 176 (claims \$950,000 for the loss of an arm due to an electrical discharge), line 178 (claims \$39 million for second and third degree burns suffered by minor when he made contact with the electric line with a metal stick while trying to reach a ball stuck on a tree), line 179 (claims \$1 million for burns suffered by minor when a short circuit caused an explosion while he was looking for a basketball on the roof), line 183 (claims \$5 million for damages suffered by man who received electric discharge from a stabilizer cable on the sidewalk).

vertically integrated monopolistic structure. This is mainly due to a lack of infrastructure maintenance, the inadequate distribution of generation vis-à-vis demand, the absence of the necessary modernization of the electrical system to adjust it to new technologies, energy theft, and the reduction of the Electric Power Authority's personnel." Act 17-2019, Statement of Motives.

As the independent expert Mr. Terzic opined in his pre-filed testimony, "a more restrictive limitation of liability can be supported in this instance due to a number of unique and negative circumstances. Under the OMA, LUMA . . . steps into manage and operate a large and complex electric system which it did not design, build, operate, train the workforce or maintain with its own crews. Thus, **claims of economic losses in the future will most likely be the result of the accumulated problems** inherent in the existing electric system LUMA will contract to operate and improve in the future." *See* Pre-Filed Testimony, B. Terzic, lines 263-69. (emphasis added).

As Mr. Hurtado testified in the technical conference, and as explained in the Terms of Service Petition, LUMA, as an operator of last resort, has the legal duty to treat all customers equally and equitably. The obligation to carry out these activities under all conditions, including emergencies and hazards, impose risks that the proposed Terms of Service would cover to benefit all ratepayers and customers. LUMA will have to make decisions and take actions to provide efficient, safe and reliable electric power services, that will include, for example, limitations of that service. The proposed Terms of Service are appropriate for current risk mitigation, and are reasonable and necessary considering that the Puerto Rico transmission and distribution system needs significant repairs and improvements due to decades of neglect and that does not currently meet the standards of performance and Contract Standards<sup>9</sup> of the OMA, *see e.g.*, OMA Section 4.1 (d).

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<sup>9</sup> The term Contract Standards means the "terms, conditions, methods, techniques, practices and standards imposed or required" under Applicable Law and Prudent Utility Practice, among others.

Per Mr. Terzic's testimony in the technical conference, an analysis whether the proposed Terms of Service are common, inside or outside the range of existing liability waivers is inapposite and should not serve as a basis for this Bureau to issue a rule that will have the force of law. Vague terms such as common or average are not suited for rulemaking nor inform decisions that involve the weighing of factors and conditions anent the operations of the Puerto Rico T&D System that LUMA will operate and remediate.

For example, as LUMA explained in the submissions with the Bureau in Case No. NEPR-MI-2019-0007, PREPA's current performance is significantly below industry standards. *See* filings of January 29, 2021, Exhibit 2, and February 7 and 9, Exhibit 2. As explained in Exhibit 3 to LUMA's February 5, 2020 filing in case No. NEPR-MI-2019-007, per the Institute of Electrical and Electronics Engineers (IEEE) 2020 System Average Interruption Duration Index (SAIDI) Benchmark report, benchmark is well below the benchmark for 4<sup>th</sup> quartile utilities --that are considered to perform below industry standards-- of up to 500 minutes. PREPA is at 1,097 minutes. For System Average Interruption Frequency Index (SAIFI), PREPA is at 8.8 interruptions, *see* submission of April 28, 2021 at page 7, while the top of the 4<sup>th</sup> quartile is 3. For safety, PREPA's Total Recordable Incident Rate for 2019 is 8.76, while the Edison Electric Institute (EEI) average rates is 1.78 with the worst comparable performing rate at 4.32. *See* Exhibit 3 to LUMA's February 5, 2020 filing in case No. NEPR-MI-2019-007, at page 2. Furthermore, PREPA's DART Incident Rate is at 5.95 while the EEI T&D average rate is 1.05 and the worst performing comparable is 3.0. *Id.* With regards to customer service, the customer satisfaction score for PREPA, as per the results of the residential customer satisfaction survey conducted by J.D. Power, is 398, while the group index is at 751. *Id.* at page 3 as revised by the filing of April 28, 2021, Case No. 2019-0007.

Similarly, in its Resolution and Order of April 22, 2021 on PREPA's baseline performance, Case No. NEPR-MI-2019-0007, this Energy Bureau recognized current PREPA failings in maintaining data on performance ("Regarding reliability, the Energy Bureau recognizes the particular importance of high-quality data, and that PREPA has not been including required codes in its reliability data is troubling."), *see* April 22<sup>nd</sup> Resolution at page 16; *see also id.* at page 17 (expressing concerns with PREPA's performance with regards to customer service data: "Regarding customer service, the Energy Bureau recognizes the importance of customer service for customers across the Commonwealth of Puerto Rico. The Energy Bureau is concerned with data in this area as well. The Energy Bureau is particularly concerned that PREPA's average speed to answer may not adequately capture all calls being made to PREPA's call centers.").

In the proposed System Remediation Plan ("SRP"), filed in case NEPR-MI-2020-0019, LUMA explained that it identified more than 1,000 gaps in different components of PREPA's operations. *See* SRP, filed on February 24, 2021 at page 1. In turn, the gap assessment that was filed in NEPR-MI-2020-0019 in response to the Bureau's Request for Information No. 001, shows low maturity levels across most of PREPA's organization and consistently poor health in most of the assets that LUMA will be called upon to use on and after service commencement date<sup>10</sup>. *See* SRP at pages 1-2. The two main deficiencies that LUMA identified and that are highly relevant and probative of the reasonableness and need for the proposed Terms of Service are in (1) system and processes; and (2) physical assets. *Id.* at page 2. "Organizational systems and processes require significant improvement resources and capital. Physical assets are in poor condition from storm damage, age and deferred maintenance. Both categories of deficiencies have corresponding

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<sup>10</sup> The O&M Services are to commence on a date referred to as the "Service Commencement Date," or the "Interim Period Service Commencement Date" if PREPA remains in Title III bankruptcy proceeding and certain conditions precedent specified under the OMA are satisfied or waived.

negative effects on system performance and reliability, as evidenced in SAIDI and SAIFI performance metrics . . . .” *Id.*

In assessing the organization, low maturity scores were noted consistently with an overall rating of 1.6 . . . .” *Id. see also* SRP Appendix A. This means that PREPA’s ability to provide solutions to its assessed problems range from having a basic understanding of the need to resolve noted deficiencies and being in the process of starting or deciding on how best to address them, to being unaware of or opting not to comply with industry norms. In particular, LUMA noted substantive deficiencies in areas that have significant impact or consequence to a utility, such as workplace health and safety, maintenance practices, project management and controls, policies and procedures and the collection and use of accurate data.

In assessing the assets, the lack of accurate data to inform business and asset management decisions is particularly prevalent when assessing the health of the T&D System. In recent years, PREPA has neither had nor performed an inspection program to document the health condition of its system assets. There is little data or other evidence to prove that inspection, test and repair of critical system assets has been performed. There is also no evidence to demonstrate any effort by PREPA to assess the health and condition of its assets.

*Id.*, *see also* slides 12-14 of LUMA’s presentation for the SRP technical conference filed on May 14, 2021, Case No. NEPR-MI-2020-0019.

This honorable Energy Bureau should also consider the data and analysis that LUMA presented as part of the SRP, showing that implementation of the SRP will require time, effort, and resources to reach the remediated state and that reaching said remediated state “does not equal complete correction of deficiencies, nor does it represent optimal of use of best practices[,] [c]orrections and improvements must continue to be performed to achieve Puerto Rico’s goals.” *See* Slide 40 of LUMA’s presentation for the SRP technical conference filed on May 14, 2021, Case No. NEPR-MI-2020-0019. Given the precarious and, in several measurable components, dangerous, current state of PREPA’s operations and system assets, the following are the expected conditions of the remediated state:



- The organization has identified the means to address the major elements and some work is progressing on implementation,
- Basic performance can be measured,
- Performance is minimally adequate,
- Processes are documented and defined,
- Issue identification is performed, and
- The organization is competitively sub-par.

*Id.* at slide 41.

The aforementioned low maturity in PREPA's organization and the critical state of PREPA's assets, are highly probative of the unbounded and unique risks that have no correlation nor commonality with other utilities in the United States and Canada. LUMA and PREPA cannot accurately estimate exposure to damages or efficiently ensure against risks. That is why the proposed Terms of Service are reasonable and necessary. It would be unreasonable for this honorable Energy Bureau to base its determination on a textual comparison of liability waivers in the United States and Canada, that apply to utilities whose operations and assets are not in the same position as PREPA.

Consideration should also be given to the state of Puerto Rico law that imposes a duty of care in connection with the health and state of the assets of the T& D System. With regards to the operations of a public utility such as PREPA, the Puerto Rico Supreme Court has held that entities dedicated to energy generation and distribution are not called upon to insure from all risks, but must exercise the highest degree of care to avoid damages, given the inherently dangerous nature of this industry. This degree of care extends to the installation, maintenance, and operation of the plants and electric lines, and the duty of conducting inspections to discover defects and hazards.

*Ramos v. AFF*, 86 DPR 603, 609-10 (1962) (dismissing complaint and concluding that there was no evidence demonstrating that the cable was old, deteriorated, non-functional, in poor maintenance nor that security measures were not followed). It has also been held that electric distribution companies are responsible for damages caused due to negligent omissions, including not performing periodic inspections of the infrastructure and equipment. *See Concepción Guzmán v. AFF*, 92 DPR 488, 493 (1965) (imposing liability for wooden pole that broke and caused damages was rotten). Given this standard of care, it will only harm ratepayers if they are called upon to bear the costs of judgments for compensation for damages due to negligent acts or omissions in connection with the poor state of the electric power grid in Puerto Rico.

As the record in this proceeding shows, including the expert testimony of Mr. Terzic, adoption of a more restrictive liability waiver as part of the proposed Terms of Service is reasonable and justified for the utility to which they will apply.

### **III. Clarification**

During the technical conference held on May 18, 2021, Commissioner Ángel Rivera inquired about an inventory of the claims paid by PREPA since 2009, filed as RFI-LUMA-MI-21-0007-210504-PREB-001-Att3 (Attachment 3 to Answers to Requests for Information in Attachment A regarding Terms of Service). Particular reference was made to column Q on “claims paid/*reclamaciones pagadas*” that shows a total sum of \$988,220.34. LUMA explained in the technical conference that the table was prepared and maintained by PREPA; not LUMA. It is hereby clarified that, today, Mr. Lionel Santana from PREPA’s Legal Division, explained that said inventory of claims paid since 2009, RFI-LUMA-MI-21-0007-210504-PREB-001-Att3, only includes extrajudicial claims. It does not include judgments paid by PREPA during the relevant period. Consequently, RFI-LUMA-MI-21-0007-210504-PREB-001-Att3 does not include all of

the payments for judgments issued in civil third party suits that PREPA has made since 2009 nor does it show the full scope of the liabilities that ratepayers will be exposed to in the future.

**WHEREFORE**, LUMA respectfully requests that this Bureau **take notice** of the aforementioned and **deem** that LUMA timely complied with that portion of the May 4<sup>th</sup> Order that requires LUMA to file additional information, and with the bench orders issued in the May 18<sup>th</sup> technical conference. It is also requested that the Energy Bureau approve the proposed Terms of Service.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico, this 21<sup>st</sup> day of May 2021.

I hereby certify that I filed this motion using the electronic filing system of this Energy Bureau and that I will send an electronic copy of this motion to the attorneys for PREPA, Joannely Marrero-Cruz, jmarrero@diazvaz.law; and Katiuska Bolaños-Lugo, kbolanos@diazvaz.law.



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## **Terms of Service**

### **2021-05-18 Technical Conference**

### **Docket ID: NEPR-MI-2021-0007**

**Response: TC-RFI-LUMA-MI-21-0007-210518-PREB-001**

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**Subject: Examples of Liability Waivers in U.S. and Canadian Jurisdictions**

#### **Request:**

During the technical conference of May 18, 2021, Commissioners and Bureau consultants requested examples of liability waivers applicable to utilities in the United States and Canada, including examples of liability waivers for gross negligence and willful misconduct. The Bureau requested a copy of the tariff for BC Hydro.

#### **Response:**

LUMA is submitting as attachment 1, a table that includes relevant texts from several tariffs adopted for utilities in the United States, Canada and the Caribbean, that include liability waivers. In compliance with the bench order issued on the technical conference, a copy of the tariff for BC Hydro that Mr. Branko Terzic referenced in the technical conferences, is included as attachment 2 to this response TC-RFI-LUMA-MI-21-0007-210518-PREB-001.

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
1.	Alberta	ATCO Electric Distribution <sup>1</sup>	<p><u>Section 8.1.4 - Company Liability</u></p> <p>Notwithstanding anything to the contrary contained in these Terms and Conditions, the Company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature, (excepting only direct physical loss, injury or damage to a Customer or a Customer's property, resulting from the negligent acts or omissions of the Company, its employees or agents) arising out of or in any way connected with the provision of service by the Company to its Customers including, but not limited to, any failure, defect, fluctuation, reduction or interruption in the provision of service by the Company to its Customers or the Company's failure to meet an In-Service Date provided that the Company has made reasonable efforts to meet the said In-Service Date. For the purpose of the foregoing and without otherwise restricting the generality thereof, "direct physical loss, injury or damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and energy, cost of capital, and loss of use of any Facilities or property, or any other similar damage or loss whatsoever.</p> <p><u>Section 9.4 - Company Liability</u></p> <p>Notwithstanding anything to the contrary contained in these Terms and Conditions, the company shall not be liable for any loss, injury, damage, expense, charge, cost or liability of any kind, whether of direct, indirect, special or consequential nature, (excepting only direct physical loss, injury or damage to a Generating Customer or a Generating Customer's property, resulting from the negligent acts or omissions of the Company, its employees or agents) arising out of or in any way connected with the provision of service by the Company to its Generating Customers including, but not limited to, any failure, defect, fluctuation, reduction or interruption in the provision of service by the Company to its Generating Customers or the Company's failure to meet an In-Service Date provided that the Company has made reasonable efforts to meet the said In-Service Date. For the purpose of the foregoing and without otherwise restricting the generality thereof, "direct physical loss, injury or damage" shall not include loss of revenue, loss of profits, loss of earnings, loss of production, loss of contract, cost of purchased or replacement capacity and energy, cost of capital, and loss of use of any Facilities or property, or any other similar damage or loss whatsoever.</p>

<sup>1</sup> <https://www.auc.ab.ca/Shared%20Documents/ATCOElectric-CustomerTermsandConditionsService.pdf>

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
2.	British Colombia	BC Hydro <sup>2</sup>	<p><u>9.5 - Liability of BC Hydro</u></p> <p>BC Hydro will endeavour to provide a regular and uninterrupted supply of Electricity but does not guarantee a constant supply of Electricity or the maintenance of unvaried frequency or voltage and will not be responsible or liable for any loss, injury, damage or expense caused by or resulting from any interruption, termination, failure or defect in the provision of Electricity, whether caused by the negligence of BC Hydro, or its representatives or agents or otherwise, except to the extent that the loss, injury, damage or expense results directly from the willful misconduct of BC Hydro or its representatives or agents, provided, however, that neither BC Hydro, nor any of its representatives or agents is responsible for any loss of profit, loss of revenue or other economic loss, even if the loss arises directly from the willful misconduct of BC Hydro or its representatives or agents.</p>
3.	Cayman Islands	Caribbean Utilities Company, Ltd. <sup>3</sup>	<p><u>7.2 Limitation of Liability</u></p> <p>Except as set forth herein, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy, the obligor's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein, the obligor's liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. Neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise. It is the intent of the Parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an</p>

<sup>2</sup> <https://www.bchydro.com/content/dam/BCHydro/customer-portal/documents/corporate/tariff-filings/electric-tariff/bchydro-electric-tariff.pdf>

<sup>3</sup> [file:///C:/Users/ap37554/Downloads/1420043894TD-Code---2014-11-21---THE-FINAL-VERSION-02%20\(5\).pdf](file:///C:/Users/ap37554/Downloads/1420043894TD-Code---2014-11-21---THE-FINAL-VERSION-02%20(5).pdf)

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.
4.	Connecticut	Connecticut Light and Power Company (d/b/a Eversource Energy) <sup>4</sup>	<p><u>9A - Quality of Service</u></p> <p>The Company endeavors to furnish adequate and reliable service, but does not guarantee continuous service, and it shall not be liable for direct or consequential damages of any kind resulting from any stoppage, interruption, variation or diminution of service caused by the customer's or supplier's acts or omissions, acts of the public enemy, a state of war, requirements of Federal, State or Municipal authorities, strikes, acts of God or the elements, accidents, operating conditions or contingencies or other causes.</p> <p style="text-align: center;">- - -</p> <p>The Company cannot be and is not responsible for any loss or damage (direct, indirect, or consequential) to any persons or property resulting in any way from any interruption of service or any change in characteristics of service, regardless of the cause of such interruption or change.</p> <p><u>14 – Liability of Company</u></p> <p>Service is delivered to the customer at the point where the service connection maintained by the Company terminates. The Company shall not be liable for direct, indirect or consequential damages of any kind, whether resulting from injuries to persons or property or otherwise, arising out of or that may be traceable to trouble or defects in the apparatus, wiring, facilities or equipment or to any other cause occurring beyond the point where the service connection of the Company terminates. Liability, if any, for such damages shall be that of the customer.</p>
5.	Florida	Tampa Electric Company <sup>5</sup>	<p>2.2.5 – Limitation on Consequential Damages</p> <p>The Customer shall not be entitled to recover from the Company for loss of use of any property or equipment, loss of profits or income, loss of production, rental expenses for replacement of property or equipment, diminution in value of property, expenses to restore operations, loss of goods or products, or any other consequential, indirect, unforeseen, incidental or special damages.</p> <p><u>I.- Introduction</u></p>

<sup>4</sup> [https://www.eversource.com/content/docs/default-source/rates-tariffs/ct-electric/delivery.pdf?sfvrsn=6393ec62\\_4](https://www.eversource.com/content/docs/default-source/rates-tariffs/ct-electric/delivery.pdf?sfvrsn=6393ec62_4)

<sup>5</sup> <https://www.tampaelectric.com/files/tariff/tariffsection5.pdf>

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			<p>Except for the installation and maintenance of its own property, Tampa Electric Company does not install or repair customer owned wiring on customer's premises. Therefore, the Company cannot assume any responsibility for, or liability arising because of, the conditions of wires or apparatus not owned by the Company.</p> <p><u>2.2.2 – Continuity of Service</u></p> <p>The Company will use all reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company, its employees, servants or agents, including, but not limited to, damages for complete or partial failure or interruption of service, for initiation of or re-connection of service, for shutdown for repairs or adjustments, for fluctuations in voltage, for delay in providing or in restoring service, or for failure to warn of interruption of service.</p> <p>Whenever the Company deems that an emergency warrants interruption or limitation in the service supplied, or there is a delay in providing or restoring said service because of an emergency, such interruption, limitation or delay shall not constitute a breach of contract and shall not render the Company liable for damages suffered thereby or excuse the Customer from fulfillment of its obligations.</p> <p><u>2.2.3 – Force Majeure</u></p> <p>The Company shall not be liable to the Customer, or to others for whose benefit this contract may be made, for any injury to persons, including the Customer, or for any damage to property, including property of the Customer, when such injury or damage is caused directly or indirectly by: (1) a hurricane, storm, heat wave, lighting, freeze, severe weather event, or other act of God; (2) fire, explosion, war, riot, labor strike, or lockout, embargo, interference by federal, state or municipal governments, injunction or other legal process; (3) breakage or failure of any property, facility, machinery, equipment or lines of the Company, the Customer, or others.</p>
6.	Florida	Florida FPL <sup>6</sup>	<p><u>2.5 - Continuity of Service</u></p> <p>The Company will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer for complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from causes beyond its control or through the ordinary negligence of its employees, servants or agents. The Company shall not be liable for any act or omission caused directly or</p>

<sup>6</sup> <https://www.fpl.com/content/dam/fpl/us/en/rates/pdf/electric-tariff-section6.pdf>



SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			indirectly by strikes, labor troubles, accident, litigation, shutdowns for repairs or adjustments, interference by Federal, State or Municipal governments, acts of God or other causes beyond its control.  <u>2.7 - Indemnity to Company</u>  The Customer shall indemnify, hold harmless and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the transmission and use of electricity on the Customer's side of the point of delivery.
7.	Georgia	Georgia Power Company <sup>7</sup>	F.1. In case the supply of electricity should be interrupted or fail by reason of accident or otherwise, such interruption shall not constitute a breach of the contract for service, nor shall the Company be liable for damages by reason of such failure. The Company reserves the right to shut off or curtail the supply of electricity at any time or from time to time whenever necessary for repairs or on the account of the lack of full supply.
8.	Jamaica	Jamaica Public Service Company Limited <sup>8</sup>	Liability  The Company will use reasonable diligence in furnishing as constant a supply of electrical energy as practicable but in case such supply shall be interrupted or fail by reason of strike, fire, Act of God, the Public Enemy, accident, legal processes, interference by Government or Local Authority, breakdown or injury to machinery or lines of the Company's system or repairs, the Company shall not be liable for damages. The Company shall not be liable to the Consumer for any damage to his equipment or for any loss, injury or damage of any nature whatsoever resulting from the Consumer's use of the electrical energy furnished by the Company or from the connection of the Company's line or lines with the Consumer's wiring and appliances. Whenever the company deems an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render the Company liable for any damages suffered thereby or excuse the Consumer from further fulfilment of the contract. The Company will use reasonable diligence in furnishing as constant a supply of electrical energy as practicable but in case such supply shall be interrupted or fail by reason of strike, fire, Act of God, the Public Enemy, accident, legal processes,

<sup>7</sup> <https://www.georgiapower.com/content/dam/georgia-power/pdfs/residential-pdfs/residential-rate-plans/georgia-power-rules-regs.pdf>

<sup>8</sup> <https://s26303.pcdn.co/wp-content/uploads/2018/06/Terms-Conditions.pdf?iframe=true&width=1000&height=500me=true&width=1000&height=500>

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			interference by Government or Local Authority, breakdown or injury to machinery or lines of the Company's system or repairs, the Company shall not be liable for damages. The Company shall not be liable to the Consumer for any damage to his equipment or for any loss, injury or damage of any nature whatsoever resulting from the Consumer's use of the electrical energy furnished by the Company or from the connection of the Company's line or lines with the Consumer's wiring and appliances. Whenever the company deems an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render the Company liable for any damages suffered thereby or excuse the Consumer from further fulfilment of the contract.
9.	Kansas	Kansas Energy <sup>9</sup>	<p><u>7.02 - Limitation of Liability</u></p> <p>A. Company shall use commercially reasonable efforts to supply steady and continuous Electric Service at the Point of Delivery. Company shall not be liable to customer for any loss, damage or injury whatsoever caused by or arising from Company's operations including loss, damage or injury occasioned by irregularities of or interruptions in Electric Service, leakage, escape or loss of electric energy after same has passed the Point of Delivery or for any other cause unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by Company's willful or wanton conduct. In no event shall Company be liable for any loss, damage or injury caused by any defects in customer's wiring or appliances.</p>
10.	Michigan	Indiana Michigan Power Company <sup>10</sup>	<p><u>7 – Company's Liability</u></p> <p>The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, or orders or acts of civil authority. Further, the Company shall not be liable for damages in case such supply should be interrupted due to causes or conditions beyond the Company's reasonable control, including extraordinary repairs, breakdowns or injury to machinery, transmission lines, distribution lines, or other facilities of the Company. Further, the Company shall not be liable for damages for interrupting service to any customer, whenever in the judgment of the Company such interruption is necessary in order to prevent or limit any instability or disturbance on the electric system of the Company or any electric system interconnected with the Company, such interruptive</p>

<sup>9</sup> <https://www.evergy.com/-/media/documents/billing/kansas-central/general-terms-and-conditions/7-companys-service-obligations-010121.pdf?la=en>

<sup>10</sup> [https://www.michigan.gov/documents/mpsc/IM16\\_current\\_A\\_B\\_C\\_D\\_623340\\_7.pdf](https://www.michigan.gov/documents/mpsc/IM16_current_A_B_C_D_623340_7.pdf)

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			<p>action to be taken in accordance with predetermined plan and only in situations that threaten massive curtailments of service on the Company's system.</p> <p>Unless otherwise provided in a contract between Company and customer, the point at which service is delivered by Company to customer, to be known as "delivery point," shall be the point at which the customer's facilities are connected to the Company's facilities. The metering device is the property of the Company; however, the meter base and all internal parts inside the meter base are customer owned and are the responsibility of the customer to install and maintain. The Company shall not be liable for any loss, injury, or damage resulting from the customer's use of customer-owned equipment or occasioned by the energy furnished by the Company beyond the delivery point.</p> <p>The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single-phasing condition or any other fluctuation or irregularity in the supply of energy that could have been prevented by the use of such protective devices. The Company shall not be liable for any damages, whether direct or consequential, including, without limitations, loss of profits, loss of revenue, or loss of production capacity occasioned by interruptions, fluctuations or irregularity in the supply of energy.</p> <p>The Company is not responsible for loss or damage to customer's property caused by the disconnection or reconnection of service to the customer's facilities. The Company is not responsible for loss or damages to customer's property caused by the theft or destruction of Company facilities by a third party.</p> <p>The Company will provide and maintain the necessary line or service connections, transformers (when the same are required by conditions of contract between the parties thereto), meters, and other apparatus that may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Company.</p>
11.	Minnesota	Minnesota PUC <sup>11</sup>	<p><u>22. - Continuity of Service</u></p> <p>Company will endeavor to provide continuous service but does not guarantee a constant supply of electric energy and shall not be liable to Customer for damages occasioned by interruption, except as provided by law. The</p>

<sup>11</sup> <https://www.mnpower.com/Content/Documents/CustomerService/mp-ratebook.pdf#page=132>

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			Company shall not be liable for any loss of profits, special, or consequential damages resulting from the use of service or any interruption or disturbance of service.
12.	New Jersey	Public Service Electric and Gas Company <sup>12</sup>	<p><u>13 – Service Limitations</u></p> <p>13.1 Continuity of Service: Public Service will use reasonable diligence to provide a regular and uninterrupted supply of service; but, should the supply be suspended, curtailed, or discontinued by Public Service for any of the reasons set forth in Section 11 of these Standard Terms and Conditions, or should the supply of service be interrupted, curtailed, deficient, defective, or fail, by reason of any act of God, accident, strike, legal process, governmental interference, or by reason of compliance in good faith with any governmental order or directive, notwithstanding such order or directive subsequently may be held to be invalid, Public Service shall not be liable for any loss or damage, direct or consequential, resulting from any such suspension, discontinuance, interruption, curtailment, deficiency, defect, or failure.</p> <p><u>8 – Customer’s Installation</u></p> <p>8.8 Liability for Customer’s Installation: Public Service will not be liable for damages or for injuries sustained by customers or others or by the equipment of customers or others by reason of the condition or character of customer’s facilities or the equipment of others on customer’s premises. Public Service will not be liable for the use, care or handling of the electric service delivered to the customer after same passes beyond the point at which the service facilities of Public Service connect to the customer’s facilities.</p>
13.	New York	Orange and Rockland Utilities, Inc. <sup>13</sup>	<p><u>10.1 – Company Liability</u></p> <p><u>10.1(A) – Continuity of Supply</u></p> <p>(1) The Company will endeavor at all times to provide a regular and uninterrupted supply of service (except where the terms and conditions of a particular Service Classification provide otherwise) but should it interrupt the supply of service for the purpose of making repairs or improvements in any part of the system, or in case the supply of service shall be interrupted or irregular or defective or shall fail from causes beyond the Company’s control (including without limiting the generality of the foregoing, executive or administrative rules or orders issued from time to time by State or Federal officers, commissions, boards or bodies having jurisdiction) or</p>

<sup>12</sup> <https://nj.pseg.com/aboutpseg/regulatorypage/electrictariffs/-/media/F31F9A5A34884F299DA810B6F6CBEDCE.ashx>

<sup>13</sup> [https://www.oru.com/\\_external/orurates/documents/ny/electrictariff/electricGI10.pdf](https://www.oru.com/_external/orurates/documents/ny/electrictariff/electricGI10.pdf)

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			<p>because of the ordinary negligence of the Company, its employees, servants or agents, the Company will not be liable for damages, direct or consequential, resulting from such interruption or failure of service.</p> <p>(2) Compliance with directives of the NYISO shall, without limitation by reason of specification, constitute a circumstance beyond the control of the Company for which the Company shall not be liable; provided, however, that the Company shall not be absolved from any liability to which it may otherwise be subject for negligence in the manner in which it carries out the NYISO's instructions.</p> <p><u>10.1 (C) – Company Equipment and Use of Service</u></p> <p>The Company shall not be liable for any injury, casualty or damage resulting from the supply or use of electricity or from the presence or operation of the Company's structures, equipment, lines, appliances or devices on the customer's premises, except injuries or damages resulting from the negligence of the Company.</p>
14.	New York	ConEd <sup>14</sup>	<p><u>Liability</u></p> <p><u>21.1 – Continuity of Supply</u></p> <p>The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but in case the supply of service shall be interrupted or irregular or defective or fail from causes beyond its control or through ordinary negligence of employees, servants or agents the Company will not be liable therefor.</p> <p>The Company may, without liability therefor, interrupt service to any Customer or Customers in the event of emergency threatening the integrity of its system, if, in its sole judgment, such action will prevent or alleviate the emergency condition.</p> <p>Notwithstanding other limitations of liability contained in this tariff, the Company will compensate Customers for losses, of the type and to the extent set forth below, which result from power failures attributable to malfunctions in the Company's lines and cable of 33 kV or less and associated equipment as set forth below.</p> <p>The Company will reimburse residential Customers served directly under SC 1, and those served indirectly under SC 8, SC 12, and SC 13, as follows: (1) for actual losses of food spoiled due to lack of refrigeration, up to \$235 upon submission of an itemized list and over \$235 upon submission of an itemized list and proof of loss, up to a</p>

<sup>14</sup> <https://www.coned.com/external/cerates/documents/elecPSC10/electric-tariff.pdf>

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			<p>maximum of \$540 for any one Customer for any one incident; and (2) for actual losses of perishable prescription medicine, spoiled due to lack of refrigeration, upon submission of an itemized list and proof of loss and, if requested by the Company, submission of authorization to enable the Company to verify the claimed loss.</p> <p>The Company will reimburse Customers under other SCs for actual losses of perishable merchandise spoiled due to lack of refrigeration, upon submission of an itemized list and proof of loss, up to a maximum of \$10,700 for any one Customer for any one incident.</p> <p>The Company's total liability under this section is limited to \$15,000,000 per incident. In the event the total aggregate amount claimed under this provision exceeds \$15,000,000, the approved amounts of individual claims will be adjusted downward on a pro rata basis to the extent required to hold payments to a total of \$15,000,000. All claims under this section must be filed with the Company within 30 days from the date of occurrence.</p> <p>The Company shall be held responsible under the terms of this provision for losses of power attributable to malfunctions in its lines and cable of 33 kV or less and associated equipment when the condition persists for a period in excess of 12 hours or when the same Customer is subjected to two or more such conditions aggregating 12 hours or more within a 24-hour period, except as specified. The Company shall not be held responsible under the terms of this provision for losses of power attributable to the following: (a) equipment associated primarily with lines of higher voltage or with the generation of electricity, (b) deficiencies in generation or transmission facilities, (c) directives from the NYISO, and (d) conditions beyond the Company's control, such as storms, floods, vandalism, strikes, or fires or accidents external to the Company's operations, as long as reasonable efforts are made to restore service as soon as practicable, provided, however, that conditions of high or low temperature or humidity contributing to a malfunction of the Company's lines and cable of 33 kV or less shall not be considered a condition beyond the control of the Company.</p> <p>This provision shall not affect the Company's liability for damages resulting from its gross negligence or willful misconduct.</p> <p><u>21.2 – Intentional Disconnection of Service of an Individual Customer Made in Error</u></p> <p>The Company will reimburse residential Customers served directly under SC 1, those served indirectly under SC 8, SC 12, and SC 13, and any other residential Customers, whether directly or indirectly served, for losses actually sustained, not to exceed \$100 for any one Customer for any one incident, as the result of an intentional</p>

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			<p>disconnection of service of an individual Customer made in error lasting more than 12 hours, when such losses consist of the spoilage of food or medicine for lack of refrigeration.</p> <p>The Company will reimburse Customers served under other Service Classifications for losses actually sustained, not to exceed \$2,000 for any one Customer for any one incident, as the result of an intentional disconnection of service of an individual Customer made in error lasting more than 12 hours, when such losses consist of the spoilage of perishable merchandise for lack of refrigeration.</p> <p>All claims under this section must be filed within 90 days of the date of the erroneous intentional disconnection of service.</p> <p><u>21.4 – Company Equipment and Use of Service</u></p> <p>The Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of electricity or from the presence or operation of the Company’s structures, equipment, wires, pipes, appliances or devices on the Customer’s premises, except injuries or damages resulting from the negligence of the Company.</p> <p><u>21.7 – Emergency Limitation Upon Service</u></p> <p>The Company’s offers or supply of electric service, including extensions of lines and of service laterals, are each subject to and modified by the provisions, conditions, and limitations from time to time imposed by governmental emergency statutes or by orders, rules, regulations or ordinances promulgated there under and are contingent upon the Company’s ability to obtain and use the necessary equipment, materials, facilities, and labor.</p>
15.	New York	PSE&G LIPA <sup>15</sup>	<p><u>7 - Obligations of the Authority</u></p> <p><u>a) Uninterrupted Service</u></p> <p>(1) The Authority shall try, at all times, to provide regular and uninterrupted service; however, (2) The Authority will not be liable: (a) For interruption of service to make permanent or temporary repairs, changes, or improvements in any part of its system, or (b) For interrupted, irregular, defective, or failed service if the</p>

<sup>15</sup> <https://www.psegliny.com/aboutpseglongisland/ratesandtariffs/tariffs/-/media/502B816B21BD4CF8A3E93FA45B2C960D.ashx>

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			causes are beyond the Authority's control or are due to ordinary negligence of its employees or agents, or (c) For service that the Authority interrupts to prevent or relieve an emergency which threatens the system or the health or safety of a person or a surrounding area, or (d) For service that the Authority interrupts under a governmental order or directive.
16.	Ohio	AEP <sup>16</sup>	<p><u>20 - Company's Liability</u></p> <p>The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the Company, extraordinary repairs, or any act of the Company, including the interruption of service to any customer, taken to prevent or limit the extent or duration of interruption, instability or disturbance on the electric system of the Company or any electric system interconnected, directly or indirectly, with the Company's system, whenever such act is necessary or indicated in the sole judgment of the Company.</p> <p>The Company shall not be liable for any loss, injury, or damage resulting from the customer's use of the customer's equipment or occasioned by the energy furnished by the Company beyond the delivery point. Unless otherwise provided in a contract between the Company and customer, the point at which service is delivered by the Company to the customer, to be known as "delivery point", shall be the point at which the customer's facilities are connected to the Company's facilities. The metering device is the property of the Company; however, the meter base and all internal parts inside the meter base are customer owned and are the responsibility of the customer to install and maintain. The Company shall not be liable for any loss, injury, or damage caused by equipment which is not owned, installed and maintained by the Company.</p>

<sup>16</sup> [https://www.aepohio.com/lib/docs/ratesandtariffs/Ohio/2021-03-30\\_AEP\\_Ohio\\_Standard\\_Tariff.pdf](https://www.aepohio.com/lib/docs/ratesandtariffs/Ohio/2021-03-30_AEP_Ohio_Standard_Tariff.pdf)



SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
17.	Rhode Island	Narragansett Electric Company <sup>17</sup>	<p><u>Limitation of Liability for Service Problems</u></p> <p>25. The Company shall not be liable for any damage to equipment or facilities using electricity which damage is a result of Service Problems, or any economic losses which are a consequence of Service Problems. For purposes of this paragraph, the term “Service Problems” means any service interruption, power outage, voltage or amperage, fluctuations, discontinuance of service, reversal of its service, or irregular service caused by accident, labor difficulties, condition of fuel supply or equipment, federal or state agency order, failure to receive any electricity for which the Company has contracted, or any other causes beyond the Company’s immediate control.</p> <p>However, if the Company is unable for any reason to supply electricity for a continuous period of two days or more, then upon the request of the Customer, the Demand Charge, if any, shall be suspended for the duration of such inability.</p> <p>The Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Company’s appliances and equipment on the Customer’s premises.</p>
18.	Virginia	Appalachian Power Company <sup>18</sup>	<p><u>Company’s Liability</u></p> <p>The Company shall use reasonable diligence in attempting to furnish a regular and uninterrupted supply of energy, but the Company does not guarantee uninterrupted service. The Company shall not be liable for damages for injury to person or property in the event such supply is interrupted or fails by reason of an act of God, the public enemy, accidents, strikes or labor disputes, orders or acts of civil or military authority, breakdowns or injury to the machinery, transmission lines, distribution lines or other facilities of the Company, extraordinary repairs, or any other occurrence beyond the Company’s control, or any act of the Company to interrupt service to any customer whenever such interruption is necessary to prevent or limit any instability or disturbance on the electric system of the Company or any electric system interconnected with the Company.</p> <p>Unless otherwise provided in a contract between the Company and the customer, the point at which service is delivered by the Company to the customer, to be known as “delivery point,” shall be the point at which the customer’s facilities are connected to the Company’s facilities. The metering device is the property of the Company; however. the meter base and all internal parts inside the meter base are customer owned, and are the responsibility of the customer to install and maintain. The Company shall not be liable for any loss, injury or</p>

<sup>17</sup> [https://www.nationalgridus.com/media/pdfs/billing-payments/tariffs/ri/neco-tcs-dist-svc\\_ripuc\\_2243.pdf](https://www.nationalgridus.com/media/pdfs/billing-payments/tariffs/ri/neco-tcs-dist-svc_ripuc_2243.pdf)

<sup>18</sup> <https://www.appalachianpower.com/lib/docs/ratesandtariffs/Virginia/Tariff26-MASTER-Standard-April12-2021-Tariff1.pdf>

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			<p>damage resulting from the customer's use of the customer's equipment or use of the energy furnished by the Company beyond the delivery point.</p> <p>The Company does not guarantee the Delivery Service against fluctuations or interruptions. The Company will not be liable for any damages, whether direct or consequential, including, without limitations, loss of profits, loss of revenue, or loss of production capacity occasioned by fluctuations or interruptions. The customer shall provide and maintain suitable protective devices on the customer's equipment to prevent any loss, injury or damage that might result from single phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury or damage resulting from a single phasing condition or any other fluctuation or irregularity in the supply of energy which could have been prevented by the use of such protective devices.</p> <p>The Company is not responsible for loss or damage caused by the disconnection or reconnection of its facilities. The Company is not responsible for loss or damages caused by the theft or destruction of Company facilities by a third party.</p>
19.	Washington D.C.	PJM	<p><u>10.1 - Force Majeure for Transmission Service</u></p> <p>An event of force majeure under this section shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond the control of the party claiming force majeure under this section 10.1 that prevents the Transmission Provider, any Transmission Owner or any Transmission Customer from fulfilling any obligation under this Tariff related to the provision of transmission service. An event of force majeure does not include an act of negligence or intentional wrongdoing. Neither the Transmission Provider, the Transmission Owners, PJM Settlement nor the Transmission Customer will be considered in default as to any obligation under this Tariff related to the provision of transmission service if prevented from fulfilling the obligation due to an event of force majeure as described in this section 10.1. However, a party claiming force majeure whose performance under this Tariff is hindered by an event of force majeure as described in this section 10.1 shall make all reasonable efforts to perform its obligations under this Tariff.</p>

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			<p><u>10.2 - Liability</u></p> <p>Neither the Transmission Provider, a Transmission Owner, PJM Settlement, nor a Generation Owner acting in good faith to implement or comply with the directives of the Transmission Provider shall be liable, whether based on contract, indemnification, warranty, tort, strict liability or otherwise, to any Transmission Customer, third party or other person for any damages whatsoever, including, without limitation, direct, incidental, consequential, punitive, special, exemplary, or indirect damages arising or resulting from any act or omission in any way associated with service provided under this Tariff or any Service Agreement hereunder, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of service, except to the extent that the damages are direct damages that arise or result from the gross negligence or intentional misconduct of the transmission Provider, the Transmission Owner, PJMSettlement, or the Generation Owner, as the case may be.</p> <p>To the extent that a Transmission Customer, third party or other person has a claim against the Transmission Provider, PJMSettlement, a Transmission Owner, or a Generation Owner acting in good faith to implement or comply with the directives of the Transmission Provider the amount of any judgment or arbitration award on such claim entered in favor of the Transmission Customer, third party or other person shall be limited to the value of the Transmission Provider's PJM Net Assets or the Transmission Owner's assets or the Generation Owner's assets, as the case may be. The Transmission Customer, third party or other person may not seek to enforce any claims against the directors, managers, members, shareholders, officers or employees of the Transmission Provider, a Transmission Owner, or a Generation Owner acting in good faith to implement or comply with the directives of the transmission Provider who shall have no personal liability for obligations of the Transmission Provider, a Transmission Owner, or a Generation Owner by reason of their status as directors, managers, members, shareholders, officers or employees of the Transmission Provider or a Transmission Owner or a Generation Owner; provided, however, that nothing herein contained shall affect the obligations of any member of the Transmission Provider or PJMSettlement under the Operating Agreement or this Tariff or any schedule hereunder.</p> <p><u>10.3 - Indemnification</u></p> <p>The Transmission Customer shall at all times indemnify, defend, and save each Transmission Owner, the Transmission Provider, PJMSettlement, and each Generation Owner acting in good faith to implement or comply with the directives of the Transmission Provider, and their directors, managers, members, shareholders, officers and employees harmless from, any and all damages, losses, claims, including claims and actions relating to injury</p>

SAMPLE OF CURRENT UTILITY TARIFFS IN CERTAIN U.S. STATES, CANADIAN PROVINCES AND CARIBBEAN ISLANDS			
#	STATE	UTILITY COMPANY	TARIFF SECTION
			<p>to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the Transmission Provider's, PJMSettlement's, a Transmission Owner's, or a Generation Owner's (acting in good faith to implement or comply with the directives of the Transmission Provider) performance of its obligations under this Tariff on behalf of the Transmission Customer, except in cases of negligence or intentional wrongdoing by such Transmission Owner, the Transmission Provider, or such Generation Owner acting in good faith to implement or comply with the directives of the Transmission Provider.</p> <p><u>10.4 - Limitation on Claims</u>  No adjustment in the billing for any service, transaction, or charge under the Tariff may be asserted by PJM, PJMSettlement, or any Member or Participant with respect to a month, if more than two years has elapsed since the first date upon which the billing for that month occurred. PJMSettlement, on behalf of itself or as agent for PJM may make no adjustment to a Member's or participant's bill with respect to a month for any service, transaction, or charge under this Tariff, if more than two years have elapsed since the first date upon which the billing for that month occurred, unless 1) a claim made by a Member or Participant in writing and addressed to the President of PJMSettlement seeking such adjustment has been received by PJMSettlement prior thereto or 2) PJM and/or PJMSettlement have notified the Member or Participant in writing of the need to make such an adjustment prior thereto.</p>
20.	Wisconsin	WEPCO Wisconsin Electric <sup>19</sup>	<p><u>Conditions of Delivery</u></p> <p>(8) The Company shall use reasonable diligence in furnishing an uninterrupted and regular supply of power, but it shall not be liable for any damages sustained by customer because of interruptions, deficiencies, or imperfections in electric service provided under this rate.</p>

<sup>19</sup> <https://www.we-energies.com/pdfs/etariffs/wisconsin/elecrateswi.pdf>

**BRITISH COLUMBIA HYDRO AND POWER AUTHORITY**

**Electric Tariff**

Containing

Terms and Conditions  
and Rate Schedules for Service at Distribution Voltage

and

Rate Schedules for Service at Transmission Voltage  
(Terms and Conditions for Transmission Service are contained in  
Electric Tariff Supplements 5 and 6,  
or Electric Tariff Supplements 87 and 88, as applicable)

This Electric Tariff replaces all previous Electric Tariffs issued by BC Hydro and is  
available for inspection at  
[www.bchydro.com/electric\\_tariff](http://www.bchydro.com/electric_tariff)

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ACCEPTED: March 16, 2017

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ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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**BC Hydro**

Terms and Conditions, Title Page – Original  
Effective: April 1, 2017

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## Terms and Conditions

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ACCEPTED: March 16, 2017

ORDER NO. G-5-17



COMMISSION SECRETARY

**1. INTERPRETATION AND DEFINITIONS****1.1 Interpretation****1.1.1 Conflicts**

To the extent these Terms and Conditions conflict with any applicable Rate Schedule or Electric Tariff Supplement, the terms or conditions provided in such Rate Schedule or Electric Tariff Supplement will prevail. To the extent that an applicable Rate Schedule conflicts with an applicable Electric Tariff Supplement, the terms or conditions provided in the Electric Tariff Supplement will prevail.

**1.1.2 Statutes**

References to statutes in the Electric Tariff will include the statute and regulations issued pursuant to it, as amended and in force from time to time, and any superseding statute or regulation.

**1.1.3 Technical Terms**

Technical or industry-specific phrases, units of measure or words not otherwise defined in the Electric Tariff have the well-known meaning given to those terms in the electrical industry.

**1.1.4 Including**

In the Electric Tariff, the word “including” will in all cases be deemed to mean “including without limitation”, unless otherwise expressly provided.

**1.2 Definitions**

Unless the context otherwise requires, in the Electric Tariff the following words have the meanings set out below and alternate forms of the same words have corresponding meanings.

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ACCEPTED: September 18, 2020

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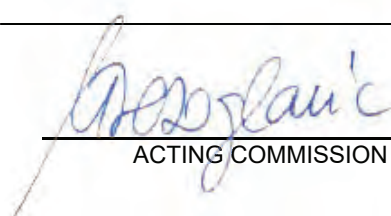
**BC Hydro**

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Effective: August 14, 2020

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<b>BC Hydro</b>	British Columbia Hydro and Power Authority.
<b>BC Hydro-Owned Street Lighting Service</b>	Service for lighting of public highways, streets, lanes and other similar public applications and displays, or for lighting of private property, where BC Hydro owns, installs and maintains the fixtures, conductors, controls and poles.
<b>Billing Demand</b>	Maximum Demand or, where permitted by the applicable Rate Schedule, estimated Demand, used to determine Demand charges under a Rate Schedule.
<b>COVID Relief Fund for Residential Customers</b>	A temporary program established by BC Hydro, available until June 30, 2020, for the purpose of providing grants to qualifying Residential Service Customers, and qualifying residential tenants of a Customer, to address impacts arising from the loss of employment or inability to work as a result of the COVID pandemic.
<b>COVID Relief Fund for Residential Customers Grant</b>	A credit issued by BC Hydro, in its discretion, to a qualifying Residential Service Customer or to a qualifying Customer with one or more qualifying residential tenants, to that Customer's BC Hydro account.
<b>COVID Relief Fund Return</b>	The return of a COVID Relief Fund for Residential Customers Grant that BC Hydro determined should not have been granted.
<b>Customer</b>	<p>Any Person whose application for Service has been accepted by BC Hydro or, in the absence of such an application, the Person with possession of the Premises to which Service is provided or the Owner or such other Person designated as the Customer pursuant to the Electric Tariff. If a Customer receives Service at more than one Premises, such Customer will be considered a separate Customer for each Premises.</p> <p>BC Hydro will determine the number of Premises for the purpose of this definition.</p>
<b>Customer Crisis Fund</b>	A pilot program established by BC Hydro with the revenue received pursuant to Rate Schedule 1903, for the purpose of providing crisis grants to qualifying Residential Service Customers.

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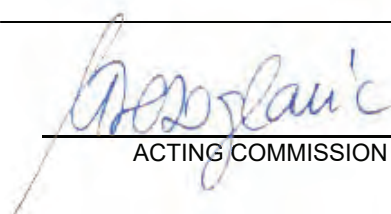


<b>Customer Crisis Fund Grant</b>	A credit issued by BC Hydro, in its discretion, to a qualifying Residential Service Customer in respect of arrears owing to BC Hydro.
<b>Customer Crisis Fund Return</b>	The return of a Customer Crisis Fund Grant that BC Hydro determined should not have been granted.
<b>Customer-Owned Street Lighting Service</b>	Service for lighting of public highways, streets, lanes, traffic signals, traffic signs and other similar public applications and displays where the Customer owns, installs and maintains the fixtures, conductors and controls.
<b>Demand</b>	The rate at which electric energy is used in any instant or averaged over any designated period of time, measured in kilowatts ( <b>kW</b> ) or kilovolt amperes ( <b>kVA</b> ).
<b>Disconnection</b>	A physical deactivation of a Service Connection, including through removal of Metering Equipment and / or other BC Hydro equipment used to provide Service, regardless of duration.
<b>Dwelling</b>	<p>A building or part of a building comprising private living quarters and containing sleeping quarters, a kitchen and bathroom, and in which the occupants have free access to all rooms, or alternative living quarters acceptable to BC Hydro, and including single-family homes, apartments, residential strata lots, townhouses, row-houses and duplexes.</p> <p>A Dwelling may include parking stalls, garage areas, storage areas and similar areas or spaces that are used in conjunction with the living quarters of the Customer.</p>
<b>Electric Tariff</b>	These Terms and Conditions, the Rate Schedules and all Electric Tariff Supplements.
<b>Electric Tariff Supplement</b>	A form of agreement for Service entered into by a Customer and BC Hydro pursuant to section 2.2 (Electric Tariff Supplements) of these Terms and Conditions, as filed with the British Columbia Utilities Commission from time to time.
<b>Electricity</b>	Both Demand and Energy or either, as the context requires.
<b>Energy</b>	Electric consumption, measured in kilowatt hours ( <b>kWh</b> ).

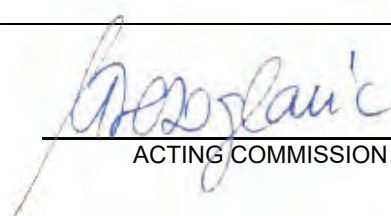
ACCEPTED: September 18, 2020ORDER NO. G-215-20

  
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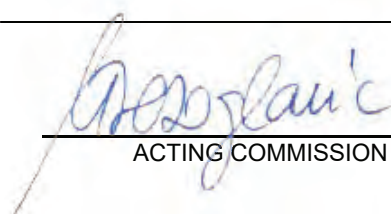
<b>Estimated Construction Cost</b>	The cost estimated by BC Hydro to construct an Extension, a Service Connection or Optional Facilities pursuant to section 8.3 (Extension Fee for Rate Zone I), as the context requires.
<b>Evacuation Order</b>	An order issued by a local authority, provincial government, 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.
<b>Evacuation Period</b>	The period during which an Evacuee Customer is under an Evacuation Order.
<b>Evacuee Customer</b>	<p>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:</p> <ol style="list-style-type: none"> <li>1. Residential Service (<b>Rate Schedules</b> 1101, 1121, 1105, 1107, 1127, 1148, 1151 and 1161);</li> <li>2. Small General Service (Rate Schedule 1234, 1205, 1300, 1301, 1310 and 1311);</li> <li>3. Irrigation Service (Rate Schedule 1401); and</li> <li>4. Street Lighting Service (Rate Schedule 1755).</li> </ol>
<b>Extension</b>	An addition to or an increase in the capacity of BC Hydro's distribution system required to meet new or increased Service requirements, but excluding Service Connections.
<b>Extension Fee</b>	A contribution-in-aid of construction of an Extension, calculated as set out in section 8.3 (Extension Fee for Rate Zone I).
<b>Financing Agreement</b>	An agreement under which BC Hydro provides financing to a Customer for improving the energy efficiency of a Premises.

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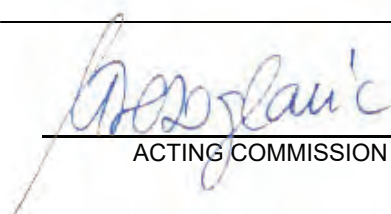
<b>General Service</b>	<p>Service for business, commercial, institutional or industrial use, including use in nursing homes, boarding houses, rooming houses, common areas of multiple occupancy buildings, recreational establishments, marinas and yacht clubs, hotels, motels, mobile home parks and similar establishments or parts thereof, or for any other use not specifically provided for in the Electric Tariff.</p> <p>For greater certainty, General Service is not available for use in circumstances where Transmission Service or Street Lighting Service is available for use, and is available as an alternative to Residential Service only in the circumstances described in section 6.1.3 (General Service Election – Residential Customers) and as an alternative to Irrigation Service only in the circumstances described in section 6.1.4 (General Service Election – Irrigation Customers).</p>
<b>Guarantor</b>	A BC Hydro Customer who agrees to be responsible for another Customer's security deposit amount as required by section 2.6.3 (Security) and who meets BC Hydro's requirements for acting as a Guarantor.
<b>Irrigation Service</b>	Except where General Service is requested pursuant to section 6.1.4 (General Service Election – Irrigation Customers), Service for irrigation and outdoor sprinkling use where associated motor loads are 746 watts ( <b>W</b> ) or more.
<b>Legacy Meter</b>	An Electricity meter, other than a Smart Meter or a Radio-off Meter, that is of a type in use by BC Hydro.
<b>Maximum Demand</b>	The highest Demand averaged over a time interval of not more than 32 consecutive minutes that is registered during a specified period by a meter with Demand measurement capability.
<b>Metering Equipment</b>	An assembly of metering and ancillary equipment, including one or more Legacy Meters, Radio-off Meters and / or Smart Meters, auxiliary control units, cabling, communication links, range extenders and any other devices owned and used by BC Hydro in connection with metering Electricity for a Premises, providing remote access to the metered data and / or monitoring the condition of the installed equipment, as applicable.

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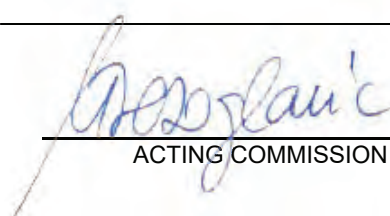
<b>Month</b>	A period of from 27 to 33 consecutive days.
<b>Owner</b>	The legal or beneficial owner(s) of a building or Premises or an agent or other authorized representative of such owner(s), such as a property manager, strata corporation or developer, as the context requires.
<b>Permanent Service</b>	Service that is not Temporary Service.
<b>Person</b>	A natural person, partnership, corporation, society, unincorporated entity or body politic.
<b>Point of Delivery</b>	The location at which the Service Connection is connected to the Metering Equipment or the Customer's electrical facilities, whichever comes first.
<b>Power Factor</b>	<p>The ratio determined by the following formula and based on monthly measurements of kilowatt hours (<b>kWh</b>) and lagging kilovolt-ampere reactive hours (<b>kVarh</b>) or at BC Hydro's discretion by random checks from time to time.</p> $\text{Power Factor} = \frac{kWh}{\sqrt{kWh^2 + kVarh^2}}$
<b>Premises</b>	A building, a separate unit of a building, a Dwelling or machinery, together with the surrounding land.
<b>Primary Voltage</b>	A voltage of 750 volts ( <b>V</b> ) or more measured phase to phase.
<b>Radio-off Meter</b>	A Smart Meter adjusted so that the meter's components that transmit and receive data by radio are deactivated.
<b>Rate Schedule</b>	A schedule that sets out rates for Service and other terms and conditions, as filed with the British Columbia Utilities Commission from time to time.
<b>Rate Zone I</b>	All distribution areas served by BC Hydro within the limits from time to time outlined in Rate Map A included in these Terms and Conditions, as well as the Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Rate Zone IB</b>	Bella Bella.

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<b>Rate Zone II</b>	Anahim Lake, Atlin, Bella Coola, Dease Lake, Elhateese, Fort Ware, Good Hope Lake, Haida Gwaii, Hartley Bay, Jade City, Telegraph Creek District, Toad River and Tsay Keh Dene.
<b>Residential Service</b>	<p>Except as otherwise provided in section 6.1.3 (General Service Election – Residential Customers), Service for use:</p> <ol style="list-style-type: none"> <li>1. In Dwellings, including Dwellings where a portion is used to carry on a business;</li> <li>2. In the common areas of multiple occupancy buildings if such common areas are used only for the common benefit of Dwellings in that building; and</li> <li>3. At farms, in the circumstances described in section 6.1.2 (Eligibility of Farms for Residential Service).</li> </ol>
<b>Secondary Voltage</b>	A voltage of less than 750 volts ( <b>V</b> ) measured phase to phase.
<b>Service</b>	The provision by BC Hydro of Electricity to a Premises.
<b>Service Agreement</b>	The agreement setting out the rights and responsibilities of BC Hydro and a Customer for Service, including the application for Service accepted by BC Hydro (if any), all applicable provisions of the Terms and Conditions and applicable Rate Schedule(s), and any additional terms and conditions of Service as agreed by BC Hydro and the Customer in an Electric Tariff Supplement or otherwise.
<b>Service Connection</b>	That part of the BC Hydro distribution system extending between a Point of Delivery and the first point of attachment to the rest of the BC Hydro distribution system.
<b>Smart Meter</b>	<p>An Electricity meter that:</p> <ol style="list-style-type: none"> <li>1. Meets the requirements set out in section 2 of the <i>Smart Meters and Smart Grid Regulation</i>, B.C. Reg. 368/2010, and</li> <li>2. Has components that transmit data by radio and those components are activated.</li> </ol>

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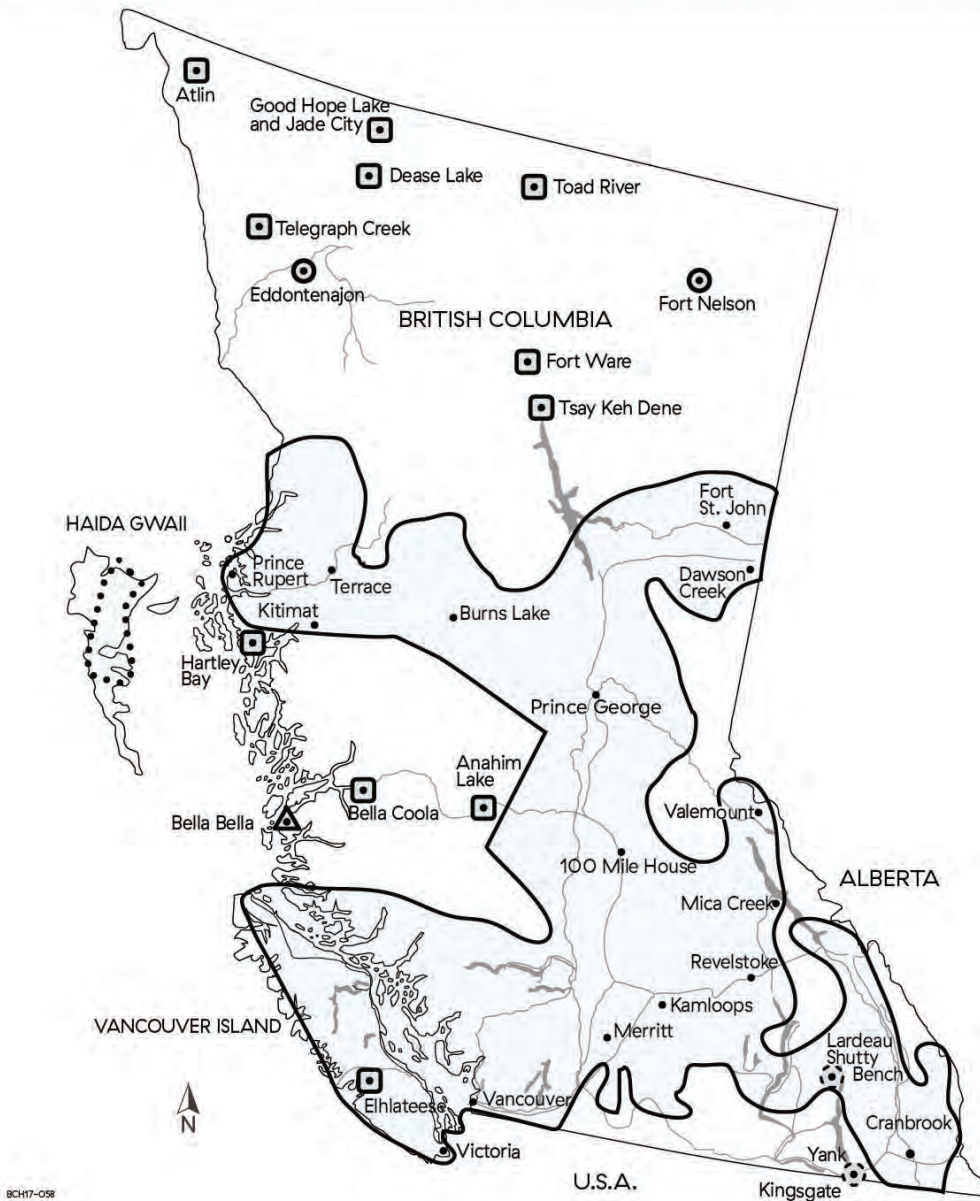
<b>State of Emergency</b>	A state of emergency declared by a local authority, provincial government, federal government, or First Nations band council, pursuant to a statutory authority.
<b>Street Lighting Service</b>	BC Hydro-Owned Street Lighting Service or Customer-Owned Street Lighting Service or both, as the context requires.
<b>System Improvement Costs</b>	The incremental cost of work on BC Hydro's distribution system, including substations, attributed to new or increased Service requirements, as estimated by BC Hydro.
<b>Temporary Service</b>	Service that will or, in BC Hydro's determination, is likely to be taken temporarily.
<b>Termination</b>	Cessation of Service to a Premises under any applicable Rate Schedule(s) or termination of the Service Agreement with a Customer, as the context requires.
<b>Terms and Conditions</b>	These terms and conditions of Service, as filed with the British Columbia Utilities Commission from time to time.
<b>Transformation</b>	The transformation of Primary Voltage to Secondary Voltage, including all associated labour, equipment and materials.
<b>Transmission Service</b>	Service for commercial, industrial and institutional Customers, provided at 60 kilovolts ( <b>kV</b> ) or more.
<b>Two Months</b>	A period of from 54 to 66 consecutive days.

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**1.3 Map of Rate Zones****Rate map****RATE ZONE LIMITS**

ZONE I	ZONE IB	ZONE II
<p>— Integrated Service Area</p> <p>Districts of:</p> <p>○ Fort Nelson</p> <p>○ Eddontenajon</p> <p>○ Kingsgate – Yahk</p> <p>○ Lardeau – Shutty Bench</p>	<p>District of:</p> <p>△ Bella Bella</p>	<p>Districts of:</p> <p>.... Haida Gwaii</p> <p>□ Anahim Lake</p> <p>□ Atlin</p> <p>□ Bella Coola</p> <p>□ Dease Lake</p> <p>□ Elhlateese</p> <p>□ Fort Ware</p> <p>□ Good Hope Lake</p> <p>□ Hartley Bay</p> <p>□ Jade City</p> <p>□ Telegraph Creek</p> <p>□ Toad River</p> <p>□ Tsay Keh Dene</p>

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## **2. APPLICATION FOR SERVICE AND SERVICE AGREEMENT**

### **2.1 Application for Service and Service Agreement**

A Person requesting new or modified Service must apply to BC Hydro online at [www.bchydro.com](http://www.bchydro.com), by telephone, or in person. Applicants may be required to complete and sign an application and agreement for Service in the form provided by BC Hydro and to provide information and identification acceptable to BC Hydro.

BC Hydro may refuse to accept an application for Service for any of the reasons listed in section 2.4 (BC Hydro Refusal to Provide Service and Termination).

The Service Agreement between a Customer and BC Hydro will comprise, to the extent applicable, the application for Service, as accepted by BC Hydro, the provisions of the Terms and Conditions and Rate Schedules, and any additional terms and conditions of Service agreed by BC Hydro and the Customer in an Electric Tariff Supplement or otherwise.

Customer Crisis Fund Grants and COVID Relief Fund for Residential Customers Grants are deemed to be, for the purpose of section 2.4 (Refusal to Provide Service and Termination by BC Hydro) and section 5.2.1(5) (Regular Billing) of the Electric Tariff, amounts owing to Customers in respect of Service provided by BC Hydro to Customers pursuant to Service Agreements.

Customer Crisis Fund Returns and COVID Relief Fund Returns are deemed to be, for the purpose of section 2.4 (Refusal to Provide Service and Termination by BC Hydro) and section 5.2.1(5) (Regular Billing) of the Electric Tariff, amounts owing to BC Hydro in respect of Service provided by BC Hydro to Customers pursuant to Service Agreements.

### **2.2 Electric Tariff Supplements**

BC Hydro may provide Service under an Electric Tariff Supplement, subject to filing it with the British Columbia Utilities Commission.

### **2.3 Commencement and Term of Service**

Except as otherwise provided in the Service Agreement, a Person becomes a Customer and Service commences when:

1. BC Hydro connects or re-connects the Premises to BC Hydro's electrical system; or

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2. The Person's right to possession of the Premises commences,

whichever is later and regardless of whether such Person has completed and signed an application or any contract for Service, and Service will continue until Terminated by BC Hydro or the Customer.

#### **2.4 Refusal to Provide Service and Termination by BC Hydro**

BC Hydro may, without liability of any kind, refuse to provide Service to any Person or may without notice Terminate Service to any Customer (whether by Disconnection or otherwise) who:

1. Fails to pay for Service;
2. Fails to pay an amount due as a result of that Customer acting as a Guarantor for another BC Hydro Customer under section 2.6.3 (Security);
3. Fails to apply for Service or fails to provide information or identification acceptable to BC Hydro when applying for Service or at any subsequent time on request by BC Hydro;
4. Occupies the Premises with another occupant who has an amount outstanding under a Service Agreement or Financing Agreement in respect of the current Premises or another Premises previously occupied by the Person or Customer and such other occupant at the same time;
5. Fails to provide access as required by section 9.3 (Access to Premises);
6. Fails to pay any amount owing under a Financing Agreement; or
7. Otherwise fails to comply with the Service Agreement.

#### **2.5 No Assignment**

A Customer may not assign a Service Agreement to another Person.

#### **2.6 Security for Payment of Bills**

##### **2.6.1 Security for Payment of Bills**

An applicant for Service who has not established credit satisfactory to BC Hydro will be required to:

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1. Provide security in accordance with section 2.6.3 (Security), or
2. Participate in Pay As You Go Billing as set out in section 2.6.2 (Pay As You Go Billing), with no security.

A Customer who has not maintained credit satisfactory to BC Hydro will be required to provide security or to increase the amount of existing security in accordance with section 2.6.3 (Security).

### **2.6.2 Pay As You Go Billing**

Customers participating in Pay As You Go Billing will be billed by BC Hydro at the beginning of each month based either on an estimated average monthly bill or one-twelfth of the estimated annual bill for Service, subject to amendment by BC Hydro from time to time. Pay As You Go bills have the same force and effect as bills based on actual meter readings and must be paid in accordance with section 5.3 (Payment of Bills).

Any Customer participating in Pay As You Go Billing who has paid in full all amounts when due during the immediately preceding year may terminate Pay As You Go Billing and elect any other billing option then available to that Customer under the Service Agreement.

### **2.6.3 Security**

The amount of security required will in each case be determined by BC Hydro in its discretion based on factors such as Energy consumption at the Premises and Customer account and credit history, provided that the security required by BC Hydro will not in any case exceed:

1. If the account is billed monthly, two times the average monthly bill of the Customer or, in the case of an applicant, two times the estimated average monthly bill;
2. If the account is billed bi-monthly, three times the average monthly bill of the Customer or, in the case of an applicant, three times the estimated average monthly bill; or

This security obligation may be satisfied by providing to BC Hydro a security deposit or, for a Customer taking Residential Service, a guarantee from a Guarantor. A security deposit must be in the form of cash or an equivalent form of security acceptable to BC Hydro and a guarantee must be in a form acceptable to BC Hydro.

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**2.6.4 Application and Return of Security**

1. A security deposit may be returned to the Customer, or in the case of a guarantee provided by a Guarantor cancelled, at any time if, according to the records of BC Hydro, the Customer has at all times during the immediately preceding one year period maintained an account with BC Hydro and paid in full all amounts when due in accordance with the Service Agreement.
2. BC Hydro may apply the whole or any part of the Customer's security deposit and earned interest, if any, toward payment of any amount not paid by the Customer to BC Hydro on the due date shown on the bill. No application of the security deposit under this section will restrict BC Hydro's right to Terminate Service for the Customer's failure to pay for Service. The Customer will promptly replenish the security deposit upon request by BC Hydro.
3. A cash security deposit and interest, if any, may be applied by BC Hydro in whole or in part toward payment of the final bill of the Customer on the billing date of the final bill.
4. A security deposit in a form other than cash may be applied by BC Hydro in whole or in part toward payment of the final bill of the Customer if all amounts owing are not paid on the due date shown on the bill.
5. If a Customer's account is closed and a guarantee has been provided, BC Hydro may transfer to the Guarantor's account any outstanding balance, up to the maximum amounts specified in section 2.6.3 (Security), within one year of the date on which the account was closed.
6. Any part of a security deposit, including interest, if any, on a cash security deposit, that has not been applied in accordance with this section will be refunded or returned to the Customer.
7. BC Hydro will pay interest on cash security deposits at a rate equal to BC Hydro's weighted average cost of debt, calculated for BC Hydro's most recent fiscal year.
8. Payment of interest on a cash security deposit held by BC Hydro will be made in the form of a credit to the Customer's account each time the account is billed or added to the amount of the cash deposit when a refund is made as provided in paragraph 5 above.
9. BC Hydro will not pay interest on security deposits held by it in a form other than cash.

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10. No interest will accrue on any security deposit after the billing date of the final bill for the account secured by the deposit.

## **2.7 Termination of Service by Customer**

Except as otherwise provided in the Service Agreement, a Customer may Terminate Service by giving to BC Hydro at least 24 hours' notice. The Customer continues to be subject to all applicable terms and conditions of the Service Agreement, including the obligation to pay for all Electricity provided to the Premises and all damage to and loss of wires, Metering Equipment or other apparatus of BC Hydro until the Termination date specified in the notice or 24 hours after BC Hydro receives such notice, whichever is later.

In cases where the Customer is a tenant and fails to provide notice of Termination in accordance with this section, the Owner will, pursuant to section 2.3 (Commencement and Term of Service) but subject to the terms of any rental premises agreement in effect pursuant to section 9.2 (Rental Premises Agreements), become the new Customer for the Premises on the day that its right to possession of the Premises commences and therefore assume responsibility for payment of Electricity used on the Premises from that date.

## **2.8 No Release of Customer Obligations**

No Termination of Service will release a Customer from any previously existing obligations to BC Hydro under a Service Agreement or Financing Agreement or any other agreement with BC Hydro.

## **2.9 Customer Request for Disconnection**

Upon receipt of a Customer request, BC Hydro will Disconnect the Customer's Premises. The Customer will be responsible to pay for all Electricity used at the Premises until Disconnection in accordance with this section, unless Service is earlier Terminated by either the Customer or BC Hydro.

## **2.10 Re-Application for Service**

Where a Customer Terminates Service to a Premises and that Person, or a co-occupant, representative or agent of that Person, applies for Service to the same Premises within 12 months of such Termination on the same Rate Schedule as previously applied, and regardless of whether Disconnection occurred, the applicant will pay the sum of:

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1. The greater of the Minimum Reconnection Charge, as set out in section 11.3 (Minimum Reconnection Charges), or BC Hydro's estimated cost to restore Service; and
2. The sum of the minimum charges the Customer would have paid between the time of Termination and the time that Service is restored, under this section.

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### **3. PROVISION OF ELECTRICITY**

#### **3.1 New and Replacement Service Connections**

BC Hydro will provide an overhead or underground Service Connection for a Premises, subject to and in accordance with BC Hydro's current distribution system development plans, distribution standards and applicable laws and regulations in each case. BC Hydro may from time to time remove and replace any Service Connection as necessary to ensure compliance with BC Hydro's distribution system development plans, distribution standards and applicable laws and regulations.

#### **3.2 Number of Service Connections**

BC Hydro will serve each private property parcel of land with one Service Connection, except where BC Hydro and the appropriate inspection authority consent otherwise.

#### **3.3 Premises Previously Connected**

If a Premises is connected to BC Hydro's distribution system at the time when the application for Service is made, and no new Service Connection will be required, the applicant will pay an Account Charge as set out in section 6.5 (Account Charge). For any additional Service Connections or any modification or alteration to a Service Connection, the Customer will pay the applicable Service Connection charge for each Service Connection as set out in section 3.14 (Service Connection Charges) and, where applicable, the Extension Fee, provided that no Metering Equipment will be required in cases where BC Hydro permits unmetered Service.

#### **3.4 Premises Not Previously Connected**

If a Premises is not connected to BC Hydro's distribution system at the time when the application for Service is made, and if Service Connections, Metering Equipment and possibly an Extension will be required, the applicant will pay BC Hydro the amount set out under section 3.14 (Service Connection Charges) for each Service Connection and, where applicable, the Extension Fee, provided that no Metering Equipment will be required in cases where BC Hydro permits unmetered Service.

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**3.5 Temporary Service**

For Temporary Service, the applicant must pay to BC Hydro in advance of construction all costs BC Hydro estimates it will incur to install and remove the facilities necessary to provide Temporary Service. The facilities will include the Extension, Service Connection and transformers of BC Hydro, and the costs will include charges for labour, administration and depreciation on materials as determined by BC Hydro from time to time.

**3.6 Service Voltage and Number of Phases**

BC Hydro will determine the Service voltage and the number of phases of each Service Connection.

**3.7 Civil Work and Structures on Private Property**

A Customer will provide, own and maintain, at the cost of the Customer, all civil work and structures required for underground Service Connections on private property including ducts, foundations, pads and switch gear and other equipment rooms, all as required for compliance with BC Hydro distribution and environmental standards.

**3.8 Electrical Facilities on Private Property**

Customer's electrical facilities intended to be installed at Primary Voltage will be of a type or characteristic, and operated in a manner, acceptable to BC Hydro.

BC Hydro is not responsible for electrical facilities, including wiring, poles and equipment, on the Customer's side of the Point of Delivery, except that BC Hydro will maintain its Metering Equipment and transformers (if any) located on the Customer's side of the Point of Delivery.

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**3.9 Primary Loop Service Connection**

Where an underground Service Connection at Primary Voltage is provided and Customer-supplied equipment provides three-way switching on BC Hydro's distribution feeder, the Point of Delivery will be the source terminals on the Customer's switch which may be used by the Customer to interrupt only the Customer's load. BC Hydro will assume ownership, operation and maintenance of the two primary load break switches located on BC Hydro's side of the Point of Delivery in the primary entrance equipment originally supplied by the Customer. These two switches may be used only by BC Hydro to interrupt other Customers on that loop service.

**3.10 Care of BC Hydro Equipment**

The Customer will take reasonable care of and protect all meters and apparatus belonging to BC Hydro on the Customer's Premises, and will pay to BC Hydro the cost of any BC Hydro meters or apparatus broken, missing or damaged except to the extent that the Customer can show that the meter or apparatus was broken, missing or damaged due to an inherent defect or to any act or omission of BC Hydro's representatives or agents.

All meters, wires or other apparatus furnished by BC Hydro remain the property of BC Hydro and must not be moved or removed from the Premises without BC Hydro's advance written permission.

**3.11 Service Upgrades****3.11.1 Service Connection Upgrades**

Prior to BC Hydro upgrading the load capability of a Service Connection at the Customer's request, the Customer will pay BC Hydro the applicable fee as set out in section 3.14 (Service Connection Charges).

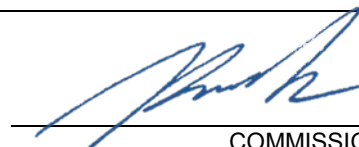
**3.11.2 Transformer Upgrades**

A transformer upgrade, whether the transformer is owned by BC Hydro or the Customer, may require additional work that constitutes a new Extension. In those cases, and prior to BC Hydro upgrading the transformer at the Customer's request, the Customer will pay BC Hydro the applicable Extension Fee (if any) pursuant to section 8 (Distribution Extensions – 35 kV or Less).

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**3.11.3 Upgrades Must Comply with Standards**

BC Hydro will not make any upgrade, modification or alteration to a Service Connection or any transformer except as permitted by and in accordance with the applicable provisions of the Electric Tariff and BC Hydro's distribution system development plans, distribution standards and applicable laws and regulations.

**3.12 Transformation on Private Property (All Rate Zones)**

1. If Service is at Secondary Voltage, BC Hydro will provide Transformation.
2. If Service is at Primary Voltage, the applicant will supply Transformation, except that:
  - (a) If the applicant requests, BC Hydro will supply Primary Voltage to Secondary Voltage transformers, provided the transformers are single phase, oil-filled with a capacity of not more than 167 kVA; and
  - (b) BC Hydro may, if it has suitable transformers available, agree to rent transformers to the applicant for the Transformer Rental Charge set out in section 11.4 (Miscellaneous Standard Charges).
3. BC Hydro will operate and maintain its transformers on private property.

**3.13 Connection and Disconnection Work**

Connections to or Disconnections from BC Hydro's electrical system will only be made by individuals authorized by BC Hydro except where the connection or Disconnection is made by a Customer-owned switching device on the Customer's side of the Point of Delivery.

**3.14 Service Connection Charges**

For each Service Connection installed in Rate Zone I, the Customer will pay to BC Hydro the applicable charges set out in section 11.1 (Minimum Connection Charges – Rate Zone I) and section 11.2 (Additional Meter Charges).

For all other Service Connections, the Customer will pay to BC Hydro the Estimated Construction Cost which will include the cost of installation of one meter per Service Connection.

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## **4. METERING**

### **4.1 Meter Installation**

The provision of Electricity by BC Hydro will be metered at Secondary Voltage except where BC Hydro otherwise determines. The installation cost of the first meter is included in the Service Connection charge. Any additional meters required will be installed for a standard charge in accordance with section 11.2 (Additional Meter Charges).

### **4.2 Meter Equipment and Location**

To determine for billing purposes the quantity of Electricity used by the Customer at a Premises, BC Hydro will select and install Metering Equipment for the Premises at locations most convenient to BC Hydro. At the request of a Customer receiving multiple Residential or General Service at a Premises, BC Hydro may agree to install for billing purposes more than one meter for the Customer's Premises (including Demand measurement capability where required), subject to section 4.4 (Metering of Multiple Occupancy Buildings). The Customer receiving multiple General Service at a Premises will be billed separately for Electricity consumption and, where appropriate, associated Demand registered on each such meter for each separate Rate Schedule under which the Customer takes Service. The Customer receiving multiple Residential Service at a Dwelling under Rate Schedule 1101 or Rate Schedule 1107 will be billed in aggregate for Electricity consumption. The Customer will provide wiring, fittings, structures and poles satisfactory to BC Hydro and in accordance with any applicable electrical code, civic by-law or other law or regulation, for the installation of each meter. BC Hydro may install for the Customer's Premises any meter or apparatus that it may need for its use or convenience.

#### **4.2.1 Meter Types**

BC Hydro's standard meter for measuring Energy consumption and (if applicable) Demand at a Customer's Premises is the Smart Meter. Except as set out in section 4.2.2 (Conditions for Retention or Installation of Legacy Meters and Radio-off Meters), in all cases BC Hydro will install a Smart Meter at Customer Premises.

Notwithstanding the preceding paragraph, but subject to the conditions specified in section 4.2.2 being satisfied in each case, BC Hydro will permit to remain in operation, install, replace, maintain and service Legacy Meters and Radio-off Meters at a Residential Service

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Customer's Premises for the periods specified in sections 4.2.3 (Periods during which Legacy Meters May Remain in Place) and 4.2.4 (Periods during which Radio-off Meters May Remain in Place).

#### **4.2.2 Conditions for Retention or Installation of Legacy Meters and Radio-off Meters**

The conditions that must be satisfied for BC Hydro to permit to remain in operation, install, replace, maintain and service Legacy Meters or Radio-off Meters at a Residential Service Customer's Premises are:

1. The Customer is, as of the date of the Customer's election in accordance with paragraph 3 or deemed election in accordance with paragraph 4, taking Residential Service at the Customer's Premises; and
2. BC Hydro had not, before the date of the Customer's election in accordance with paragraph 3 or deemed election in accordance with paragraph 4, installed a Smart Meter at the Customer's Premises, but rather a Legacy Meter remained in place at those Premises as of the date of the Customer's election or deemed election; and
3. The Customer, during the period beginning September 1, 2013 and ending December 1, 2013, by notice to BC Hydro, elects to retain the Legacy Meter then in place at the Customer's Premises, or to have a Radio-off Meter installed in place of the Legacy Meter; or
4. The Customer, despite satisfaction of the conditions set out in paragraphs 1 and 2 has failed to provide notice of election to BC Hydro in accordance with paragraph 3, in which case the Customer will be deemed to have elected effective December 1, 2013 to retain the existing Legacy Meter at the Customer's Premises and the Customer will thereafter pay the charges for having a Legacy Meter installed at the Customer's Premises as set out in section 11.4 (Miscellaneous Standard Charges).

#### **4.2.3 Periods during which Legacy Meters May Remain in Place**

If the conditions set out in section 4.2.2 (Conditions for Retention or Installation of Legacy Meters and Radio-off Meters) have been satisfied, Residential Service Customers who have satisfied the conditions in section 4.2.2 and who have elected, or are deemed to have elected, to retain a Legacy Meter at the Customer's Premises may continue to have their Electricity

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consumption measured by the Legacy Meter for the periods, and subject to the conditions, specified below:

1. A Customer who has elected, or is deemed to have elected, to retain a Legacy Meter can continue to retain the Legacy Meter until the seal of the meter expires, or the meter ceases to function properly, whichever comes first.
2. If the seal of a Legacy Meter expires, or the meter ceases to function properly before the seal expiry date, BC Hydro will, so long as it has a suitable Legacy Meter in its meter inventory available for installation, install a replacement Legacy Meter at the Customer's Premises. A Customer for whom a replacement Legacy Meter has been installed in accordance with the preceding sentence can continue to retain the replacement Legacy Meter for the period specified in paragraph 1, and any replacement Legacy Meter so installed will be subject to replacement in accordance with this paragraph 2 as the occasion arises. For the purposes of this section, BC Hydro will only be deemed to have suitable replacement Legacy Meters in its meter inventory if it has existing verified and sealed Legacy Meters in its meter inventory as of the date that a Legacy Meter in place at a Customer's Premises requires replacement, and BC Hydro is under no obligation to repair, rebuild or modify, or re-verify and re-seal, any Legacy Meters that have been removed from service for any reason, nor to purchase or otherwise acquire from any source any Legacy Meters in replenishment of its Legacy Meter inventory.
3. In any case where the seal of a Legacy Meter expires, or the meter ceases to function properly, and BC Hydro does not have a suitable Legacy Meter in its meter inventory available for installation, BC Hydro will install either a Smart Meter or a Radio-off Meter at the Customer's Premises, at the Customer's election. A Customer with a Legacy Meter installed at the Customer's Premises can also elect to have a Smart Meter or a Radio-off Meter installed in place of the Legacy Meter at any time. A Customer who elects to have a Smart Meter or a Radio-off Meter installed at the Customer's Premises cannot later change back to a Legacy Meter at the applicable Premises.
4. A Customer with a Legacy Meter in place at the Customer's Premises who moves to another Premises for which the Customer is eligible to take Residential Service, can elect to have a Smart Meter or Radio-off Meter installed at the new Premises, but cannot retain or have installed a Legacy Meter at the new Premises. Except where a Customer who is eligible to elect to have either a Smart Meter or a Radio-off Meter installed in a new Premises moves into the vacated Premises and elects to have a

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Radio-off Meter installed, the vacated Premises will in all cases have a Smart Meter installed.

5. A Customer with a Legacy Meter in place whose Service is Terminated for any reason whatsoever ceases to be eligible to retain a Legacy Meter, and if that Customer again takes Residential Service at the same or another Premises the Customer can elect to have either a Smart Meter or a Radio-off Meter installed upon resumption of Service.
6. In any case where a Customer ceases to be eligible to have a Legacy Meter installed at the Customer's Premises, or BC Hydro no longer has suitable Legacy Meters available for installation at the Customer's Premises, and the Customer is required to elect to have either a Radio-off Meter or a Smart Meter installed instead, but the Customer refuses or fails to make an election within 10 days after BC Hydro has delivered written notice to the Customer's Premises notifying the Customer that he or she must elect either a Radio-off Meter or a Smart Meter, the Customer will be deemed to have elected to have a Radio-off Meter installed and the Customer will pay the charges for having a Radio-off Meter installed at the Customer's Premises as set out in section 11.4 (Miscellaneous Standard Charges) from the date of BC Hydro's installation of the replacement Radio-off Meter.

#### **4.2.4 Periods during which Radio-off Meters May Remain in Place**

If the conditions set out in section 4.2.2 (Conditions for Retention or Installation of Legacy Meters and Radio-off Meters) have been satisfied, Residential Service Customers who have satisfied the conditions in section 4.2.2 and who have elected, or are deemed to have elected, to have a Radio-off Meter installed may continue to have their Electricity consumption measured by the Radio-off Meter for the periods, and subject to the conditions, specified below.

1. A Customer who has elected, or is deemed to have elected, to have a Radio-off Meter installed can continue to retain the Radio-off Meter, and have a replacement Radio-off Meter installed from time to time as necessary, for so long as the Customer continues to take Residential Service at the Customer's Premises.
2. A Customer with a Radio-off Meter in place at the Customer's Premises who moves to another Premises for which the Customer is eligible to take Residential Service, may elect to have a Smart Meter or a Radio-off Meter installed at the new Premises. Except where a Customer who is eligible to have either a Smart Meter or a Radio-off Meter

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installed in a new Premises moves into the vacated Premises and elects to have a Radio-off Meter installed, the vacated Premises will in all cases have a Smart Meter installed.

3. A Customer with a Radio-off Meter in place whose Service is Terminated for any reason whatsoever, but who again takes Residential Service at the same or another Premises may elect to have either a Smart Meter or a Radio-off Meter installed upon resumption of Service.

#### **4.2.5 Legacy Meter and Radio-off Meter Charges**

A Customer whose Electricity consumption is metered by a Legacy Meter or a Radio-off Meter in accordance with this section 4, will pay the applicable meter charges set out in section 11.4 (Miscellaneous Standard Charges).

If a Customer whose Electricity consumption is metered by a Radio-off Meter moves to a different Premises or elects to have a Smart Meter installed in place of the Radio-off Meter, the Customer will pay the Radio-off Meter Removal Charge set out in section 11.4 (Miscellaneous Standard Charges).

#### **4.3 Meter Testing**

Any Customer who doubts the accuracy of the meter measuring Electricity used by the Customer may have the meter tested pursuant to the *Electricity and Gas Inspection Act (Canada)*. Applications for such tests should be made to the nearest Measurement Canada office.

When a meter is tested pursuant to this section and determined to be accurate within the limits prescribed by the *Electricity and Gas Inspection Act (Canada)*, the Customer will pay the Meter Test Charge as set out in section 11.4 (Miscellaneous Standard Charges). If the meter test discloses that the meter is registering with an error greater than that permitted under the *Electricity and Gas Inspection Act, (Canada)*, no Meter Test Charge will apply.

BC Hydro is not permitted to verify the accuracy of meters. BC Hydro may, however, conduct tests for its own information from time to time.

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**4.4 Metering of Multiple Occupancy Buildings****4.4.1 Multiple Occupancy Buildings - Residential Units**

If a building contains more than one unit, including one or more Dwelling, the Owner of the building may determine in respect of the unit(s) that are Dwellings that:

1. All Dwellings in the building will receive Service through a single meter; or
2. Each Dwelling will receive Service through separate metering.

**4.4.2 Multiple Occupancy Buildings - Non-Residential Units**

If a building contains more than one unit, including one or more commercial or common use unit, each commercial, common use or other unit in the building that is not a Dwelling will be metered separately, except:

1. To the extent that BC Hydro considers it impractical to do so; or
2. Where the Point of Delivery is at a Primary Voltage, and the Owner elects for the building to be served through one meter.

Examples of situations where BC Hydro considers separate metering of multiple occupancy building units that are not Dwellings to be impractical include:

1. Where building occupancy is transient in nature, and
2. Where the design of the building renders it impractical to meter Electricity use on a unit by unit basis, such as:
  - (a) An office building with shared common space;
  - (b) A hotel with one large load unit and several small load units; and
  - (c) A building that easily permits amalgamation and division of individual units, such as a shopping centre or warehouse.

In all cases where multiple occupancy buildings are served through a single meter, the Customer must comply with the provisions of section 9.1 (Resale of Electricity) and the *Utilities Commission Act* related to the resale of Electricity.

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## **5. METER READING AND BILLING**

### **5.1 Meter Reading**

The interval between consecutive meter readings will be at the sole discretion of BC Hydro.

Where the Rate Schedule under which the Customer takes Service does not require measurement of the Customer's Demand, the meter will normally be read once every two months; otherwise meters will normally be read once per month.

### **5.2 Billing**

#### **5.2.1 Regular Billing**

Bills will be rendered on the basis of actual Energy consumed and, where applicable, Demand, as registered by a meter or meters and in accordance with the Rate Schedule under which the Customer takes Service, except:

1. Where the Service is not metered;
2. To the extent that section 6.3 (Late Payment Charge) applies;
3. Where the bill is being rendered in accordance with section 2.6.2 (Pay As You Go Billing), or section 5.6 (Monthly Equal Payments);
4. Where section 5.2.2 (Change in Rate Schedule) applies;
5. Where a Customer Crisis Fund Grant or a COVID Relief Fund for Residential Customers Grant has been issued, or a Customer Crisis Fund Return or a COVID Relief Fund Return has been requested, by BC Hydro; or
6. To the extent that section 5.8 (Evacuation Relief) applies.

If meter readings cannot be obtained for any reason, including where the meter fails to register or registers incorrectly, the Demand or Energy consumption or both may be estimated by BC Hydro for billing purposes and the next bill for which actual meter readings are available will be adjusted for the difference between estimated and actual use over the interval between meter readings. Estimated bills are deemed to have the same force and effect under the Electric Tariff as bills that are based on actual meter readings.

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If meters are read at longer or shorter intervals than the period set out in the Rate Schedule under which the Customer takes Service, the minimum charge, the service charge, the number of kilowatt hours in each step and, if applicable, the Demand charge set out in such Rate Schedule will be prorated before the bill is calculated based on a 365-day year.

### **5.2.2 Change in Rate Schedule**

In circumstances where a Rate Schedule is changed and the effective date of the change falls between the dates of two successive meter readings, BC Hydro will render a bill determined upon a prorated basis.

### **5.3 Payment of Bills**

Bills will be rendered as often as deemed necessary by BC Hydro. The amount payable as shown on a bill is owed to BC Hydro on the billing date. To avoid a Late Payment Charge under section 6.3 (Late Payment Charge), the amount payable must be paid in full on or before the due date shown on the bill, which will be:

1. The first business day after the 21st calendar day following the billing date; or
2. Such other period as may be defined in an Electric Tariff Supplement or otherwise agreed by the Customer and BC Hydro.

Bills may be paid by any payment method set out at [www.bchydro.com/payments](http://www.bchydro.com/payments). Information on bill payment options can also be obtained by contacting the customer service department of BC Hydro.

### **5.4 Billing of Fractional Demand**

A Billing Demand that includes a fraction will be deemed to be the nearest whole unit of Demand below that fraction.

The minimum Billing Demand will, except where the context otherwise requires, be deemed to be 1 kW or 1 kVA, whichever is applicable.

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**5.5 Waiver of Minimum Charges**

Where the Owner of a motel or mobile home park is the Residential Service Customer for any separately metered unit of accommodation in the motel or mobile home park, whether pursuant to BC Hydro requirements or otherwise, and if no Electricity is consumed in such unit during an interval between meter readings, the minimum charge otherwise applicable to such interval will be waived.

In multi-unit residential buildings where separate meters for the units are installed during construction of the building, minimum charges will apply only after Service to the relevant unit is energized.

**5.6 Monthly Equal Payments**

On application by a Customer, BC Hydro will, provided the Customer's credit is established to the satisfaction of BC Hydro, permit the Customer to pay fixed monthly installments on account of Electricity consumed by the Customer during all or any part of a 12-month period commencing with an actual meter reading at the Customer's Premises (the Budget Period). Monthly installments will be fixed so that the sum of the installments to be paid during the Budget Period equals the amount BC Hydro estimates will be payable under the applicable Rate Schedule for Electricity consumed during the Budget Period. BC Hydro may at any time revise its estimate of a Customer's consumption and increase or decrease the amount of monthly installments payable by the Customer accordingly.

Payment of monthly installments pursuant to this section may be terminated by the Customer at any time by giving five days' notice of termination to BC Hydro, or by BC Hydro without notice if the Customer has not maintained credit to the satisfaction of BC Hydro.

At the end of each Budget Period or upon its earlier termination the amount payable by the Customer to BC Hydro for Electricity actually used during the Budget Period will be compared against the sum of the monthly installments paid by the Customer during that period, and any deficit will be paid by the Customer to BC Hydro, and any excess will be paid or credited by BC Hydro to the Customer on the next bill.

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**5.7 Back-Billing**

Pursuant to the *Utilities Commission Act*, this Electric Tariff constitutes the consent of the British Columbia Utilities Commission to allow BC Hydro, in the circumstances herein specified, to charge, demand, collect and receive from its Customers in respect of a regulated service rendered a greater or lesser compensation than that specified in the Terms and Conditions or applicable Rate Schedules.

1. Back-billing means the re-billing by BC Hydro for services rendered to a Customer because the original billings were discovered to be either too high (over-billed) or too low (under-billed). The discovery may be made by either the Customer or BC Hydro, including as a result of an inspection under the *Electricity and Gas Inspection Act (Canada)*. The cause of the billing error may include any one or more of the following non-exhaustive reasons:
  - (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) Application of an incorrect rate
  - (j) Incorrect reading of meters or data processing, and
  - (k) Tampering, fraud, theft or any other criminal act.
2. Whenever the dispute procedure of the *Electricity and Gas Inspection Act (Canada)* is invoked, the provisions of that Act will apply, except insofar as they purport to determine the nature or extent of legal liability flowing from metering or billing errors.

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3. Where metering or billing errors occur and the dispute procedure under the *Electricity and Gas Inspection Act (Canada)* is not invoked, Energy consumption and Demand for billing purposes will be determined based on the records of BC Hydro or, to the extent they are available and accurate, the records of the Customer, or if no such records are available, based on BC Hydro's reasonable and fair estimates made consistently within each Customer class or according to the agreement for Service with the Customer, if applicable.
  4. 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.
  5. The provisions of paragraph 7 below do not apply and, subject to the applicable limitation period provided by law, back-billing may be applied for the whole period of under-billing or over-billing if:
    - (a) There are reasonable grounds to believe that the Customer has tampered with or otherwise used BC Hydro's Service in an unauthorized way, or evidence of fraud, theft or another criminal act exists, or if a reasonable Customer should have known of an under-billing and failed to promptly bring it to the attention of BC Hydro; or
    - (b) The required adjustment to the Customer's bill is minor, such as in the case of an estimated bill under section 5.2.1 (Regular Billing) or section 5.6 (Monthly Equal Payments); or
    - (c) The required adjustment to the Customer's bill relates to the under-billing or over-billing of a standard charge set out in section 11 (Schedule Standard Charges), except Legacy Meter Charges and Radio-off Meter Charges under section 11.4 (Miscellaneous Standard Charges).

In addition, the Customer is liable for the direct (unburdened) administrative costs incurred by BC Hydro in the investigation of any incident of tampering, unauthorized use or criminal activity, including the direct costs of repair and replacement of equipment.

Under-billing resulting from circumstances described in this paragraph 5 will bear interest at the rate normally charged by BC Hydro on unpaid accounts from the date of the original under-billed invoice until the amount under-billed is paid in full.

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6. In every case of over-billing, BC Hydro will refund to the Customer all money incorrectly collected for the duration of the error, except that if the date 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. Interest will be paid to the Customer at a rate equal to BC Hydro's weighted average cost of debt, calculated for BC Hydro's most recent fiscal year.
7. Subject to paragraph 5 above, in every case of under-billing, BC Hydro will back-bill the Customer for the duration of the error up to a maximum of:
- (a) Six months for Residential Service, small General Service (commercial) or Irrigation Service Customers; and
  - (b) One year for all other Customers or such other time period as is set out in a special or individually negotiated contract with BC Hydro.

BC Hydro will offer under-billed Customers reasonable terms of payment for the under-billed amount; if requested by the Customer, the payment term will be equivalent in length to the back-billing period. All under-billed amounts will be interest free and be billed and paid in equal installments corresponding to the normal billing cycle. Delinquency in payment of such installments will, however, be subject to the usual Late Payment Charges pursuant to section 6.3 (Late Payment Charge).

If a Customer disputes BC Hydro's assessment of an under-billed amount based on Energy consumption or Demand or duration of the error, BC Hydro will not threaten or cause Termination as a result of Customer's failure to pay the disputed portion of the back-billing, unless there are no reasonable grounds for the Customer to dispute same. The undisputed portion of the bill will be paid by the Customer and BC Hydro may threaten or cause Termination if such undisputed portion of the bill is not paid.

8. Subject to paragraph 5 above, in all instances of back-billing where changes of occupancy have occurred, BC Hydro will make a reasonable attempt to locate the former Customer. If, after a period of one year, such Customer cannot be located, the over- or under-billing applicable to that Customer will be cancelled.

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**5.8 Evacuation Relief**

Pursuant to the *Utilities Commission Act*, this Electric Tariff constitutes the consent of the British Columbia Utilities Commission to allow BC Hydro, in the circumstances herein specified, to charge, demand, collect and receive from its Customers in respect of a regulated service rendered a greater or lesser compensation than that specified in the Terms and Conditions or applicable Rate Schedules.

The following terms and conditions will apply for evacuation relief:

1. Where BC Hydro becomes aware of an Evacuation Order, for any Evacuee Customer who is subject to that Evacuation Order BC Hydro waives the following specified charges as those charges are set out in an applicable Rate Schedule under which the Evacuee Customer takes Service on the date of the Evacuation Order, for the duration of the Evacuation Period:
  - (a) Residential Service (Rate Schedules 1101, 1121, 1105, 1107, 1127, 1148, 1151 and 1161) – Basic Charge, Energy Charge, and the Customer Crisis Fund Rate Rider as set out in Rate Schedule 1903 (as applicable);
  - (b) Small General Service (Rate Schedules 1234, 1205, 1300, 1301, 1310 and 1311) – Basic Charge, Energy Charge, and Minimum Charge;
  - (c) Irrigation Service (Rate Schedule 1401) – Energy Charge; and
  - (d) Street Lighting Service (Rate Schedule 1755) – Charge per fixture for each month the Evacuation Order is in effect.
2. In addition to the charges waived in paragraph 1 above, if an Evacuee Customer's Dwelling is destroyed during the Evacuation Period, BC Hydro waives the following charges for the Evacuee Customer:
  - (a) All outstanding charges for Service for the period immediately after the last billing period, up to the date on which the Dwelling was destroyed; and
  - (b) The Service Connection charge as set out in section 3.14 (Service Connection Charges), applicable to the restoration of the same Service at a Dwelling that the Evacuee Customer rebuilds, provided that the Service Connection charge is not recoverable as part of the Evacuee Customer's insurance.

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In the event that a Dwelling is destroyed immediately preceding or following the Evacuation Period, BC Hydro may, in its sole discretion, waive the charges set out in this subsection. For clarity, the charges waived in paragraph 2(b) do not include costs estimated by BC Hydro to construct, including, but not limited to, any Extension or Optional Facilities.

3. Notwithstanding the provisions in paragraph 1 and paragraph 2, BC Hydro may, in its discretion, refuse to waive the charges in paragraph 1 and paragraph 2 above, if
  - (a) The Evacuation Period is for a period less than five consecutive days; or
  - (b) An Evacuation Order has ended more than two years before the date BC Hydro receives a request from an Evacuee Customer or otherwise becomes aware of the Evacuation Order.
4. In addition, BC Hydro may, in its discretion, waive Energy Charges as set out in an applicable Rate Schedule for Medium General Service (Rate Schedules 1500, 1501, 1510 and 1511), Exempt General Service (Rate Schedules 1200, 1201, 1210 and 1211), General Service (35 kW and Over) (Rate Schedules 1255, 1256, 1265, and 1266), or Large General Service (Rate Schedules 1600, 1601, 1610, and 1611), if
  - (a) The Customer is subject to an Evacuation Order; and
  - (b) The Service is for use in a nursing home, boarding house, rooming house, common area of multiple occupancy building, mobile home park or similar establishment.
5. A charge waived under paragraph 1 and paragraph 2, if shown on an Evacuee Customer's bill, is 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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## **6. RATES AND CHARGES**

### **6.1 Rates**

#### **6.1.1 Application of Rate Schedules**

The rates to be charged by and paid to BC Hydro for Service will be the rates set out in the Rate Schedules from time to time in effect or elsewhere in the Electric Tariff, available at [www.bchydro.com](http://www.bchydro.com) or upon request.

Customers may be served under any Rate Schedule for which they meet the applicability criteria. BC Hydro will endeavour to provide the Customer with information and advice regarding rates available to the Customer from time to time, but will not be responsible if the most favourable rate is not selected.

BC Hydro may conduct periodic reviews of a Customer's account and, where the Customer no longer meets the applicability criteria of a particular Rate Schedule, change the Customer to the appropriate Rate Schedule.

The Customer may also apply at any time to be billed on a different Rate Schedule and BC Hydro may, in its sole discretion, reject, defer or approve such application. BC Hydro will not approve a Customer request to move to another Rate Schedule where:

1. The Customer was billed under such Rate Schedule at any time during the preceding 12-month period; or
2. Such Rate Schedule is, in the opinion of BC Hydro, not available to the Customer.

#### **6.1.2 Eligibility of Farms for Residential Service**

Residential Service is available for use at farms, except:

1. Lodging on a farm that is not a Dwelling;
2. For use in the processing of farm products produced elsewhere;
3. For use in selling farm or other products to the general public, other than from a small roadside stand; or
4. For use for any commercial operation not ordinarily conducted on a farm.

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**6.1.3 General Service Election – Residential Customers**

General Service is available as an alternative to Residential Service only where (i) the Customer or applicant for Service (as applicable) is eligible for Residential Service but requests General Service, and (ii) the Service will be used:

1. In a Dwelling, a portion of which is used to carry on a business, where Billing Demand and Energy consumption at the Premises meet the availability requirements of Medium General Service or Large General Service; or
2. At a farm, where the Billing Demand and Energy consumption at the Premises meet the availability requirements of Medium General Service or Large General Service; or
3. In the common areas of multiple occupancy buildings if such common areas are used only for the common benefit of Dwellings in that building.

**6.1.4 General Service Election – Irrigation Customers**

General Service is available as an alternative to Irrigation Service only where the Customer or applicant for Service (as applicable) is eligible for Irrigation Service but requests General Service.

**6.2 Use of Electricity**

A Customer will use Electricity only for the purposes permitted under the availability clause of the Rate Schedule under which the Customer takes Service.

**6.3 Late Payment Charge**

If the amount payable shown on a bill is not paid in accordance with section 5.3 (Payment of Bills), and if the unpaid balance is \$30 or more, the subsequent bill will, in addition to the overdue amount, include a Late Payment Charge calculated from the billing date as set out in section 11.4 (Miscellaneous Standard Charges). To allow time for payments made to BC Hydro to reach BC Hydro's payment processing centre and to coordinate the billing of Late Payment Charges with scheduled billing cycles, BC Hydro may, in its discretion, waive Late Payment Charges.

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**6.4 Returned Payment Charge**

If a cheque received by BC Hydro from a Customer or a pre-authorized payment deduction or electronic funds transfer in payment of any account or Financing Agreement amount is returned or stopped by the Customer's bank, trust company or financial institution because of insufficient funds, or any reason other than clerical error, a Returned Payment Charge, as set out in section 11.4 (Miscellaneous Standard Charges), for processing each failed payment will be added to the amount due and payable by the Customer whether or not the Service has been Disconnected.

**6.5 Account Charge**

When a change of Customer on an account for a Premises occurs an Account Charge as set out in section 11.4 (Miscellaneous Standard Charges) will be paid by the new Customer with respect to each account in that Customer's name for which a separate bill is rendered by BC Hydro, except that:

1. If the new Customer is, or was, the spouse of the former Customer, no such Account Charge will apply; and
2. If the new Customer is the Owner of a multi-tenant building, an Account Charge will apply only the first time a particular Dwelling account in the building is changed to the name of such Owner.

**6.6 Call-Back Charges****6.6.1 Service Connection Call-Back Charge**

A Service Connection Call-Back Charge, as set out in section 11.4 (Miscellaneous Standard Charges), will be paid by the Customer each time a BC Hydro representative attends the Customer's Premises to install or modify a Service Connection at the request of the Customer and is unable to complete the work because the facilities required to be provided by the Customer, for the purpose of the Service Connection are deficient.

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**6.6.2 Failed Installation Charge**

A Failed Installation Charge, as set out in section 11.4 (Miscellaneous Standard Charges), will be paid by the Customer each time a BC Hydro representative attends the Customer's Premises to install Metering Equipment but is unable to complete the work because of an obstruction or an objection made by the Customer.

**6.7 Minimum Reconnection Charge**

A Customer will pay a Minimum Reconnection Charge, as set out in section 11.3 (Minimum Reconnection Charges), when Service is reconnected to a Premises previously Disconnected for the following reasons, and where all Metering Equipment and other BC Hydro equipment used to provide Service remains in place:

1. To permit the Customer to make alterations to or on private property;
2. Because BC Hydro was ordered to Disconnect by the appropriate inspection authority; or
3. Where Service was Disconnected for any reason set out in section 2.4 (Refusal to Provide Service and Termination by BC Hydro).

BC Hydro may add to the Minimum Reconnection Charges set out in section 11.3 (Minimum Reconnection Charges), an amount to cover the costs incurred by BC Hydro when there are unusual circumstances.

A Customer will not be required to pay a Minimum Reconnection Charge under section 11.3 (Minimum Reconnection Charges) when the Disconnection was made:

1. For reasons of public safety, unless attributable to actions of the Customer;
2. By BC Hydro because no application for Service had been received in respect of such Service; or
3. For service requirements of BC Hydro.

**6.8 Taxes and Levies**

The rates and charges set out in the Electric Tariff do not include the goods and services tax (GST), the provincial services tax (PST) or any other tax or levy which BC Hydro may be lawfully authorized or required to add to its normal rates and charges.

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## **7. LOAD CHANGES AND OPERATION**

### **7.1 Increases in Electrical Load**

A Customer will not increase the electrical load at the Customer's Premises by more than 15 kW or 20%, whichever is greater, or such that the aggregate load exceeds 80% of the rated capacity of the Customer's main switch, except to the extent that BC Hydro may otherwise approve in advance.

### **7.2 Power Factor Requirements**

#### **7.2.1 Lighting**

All new installations or connections of neon, mercury vapour, sodium vapour, fluorescent, or other types of lamps, lighting devices or display facilities to be powered by Electricity provided by BC Hydro must, at the Customer's expense, be equipped with high Power Factor ballasts or auxiliaries designed and installed to the satisfaction of BC Hydro to ensure that a lagging Power Factor of not less than 90% is maintained at the Premises.

#### **7.2.2 Requirements for Lagging Power Factor**

Each Customer must maintain an average lagging Power Factor of at least 90% at the Customer's Premises. It is the Customer's sole responsibility to monitor and test the Power Factor and implement corrective action as required to ensure compliance with this section. BC Hydro may, in its discretion, test the Customer's Power Factor continuously or from time to time. If the Customer's Power Factor is lower than 90%, BC Hydro may require the Customer, at the Customer's expense, to install Power Factor corrective equipment to ensure that a lagging Power Factor of not less than 90% is maintained at the Premises.

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**7.2.3 Failure to Comply with Power Factor Requirements**

If the Customer neglects or refuses to take all necessary steps to comply with the requirements of this section 7, including by failing to install Power Factor corrective equipment or auxiliaries promptly upon BC Hydro requesting it, BC Hydro may at its sole option:

1. Disconnect the Premises; or
2. Increase the Customer's bill for Electricity by a surcharge in accordance with the following table; the amount of the surcharge so determined will be added to the minimum bill or the calculation of the bill under the rate clause, whichever is greater.

<b>Lagging Power Factor as Determined by BC Hydro</b>	<b>Lagging Power Factor Surcharge (%)</b>
90% or more	Nil
Less than 90% but 88% or more	2
Less than 88% but 85% or more	4
Less than 85% but 80% or more	9
Less than 80% but 75% or more	16
Less than 75% but 70% or more	24
Less than 70% but 65% or more	34
Less than 65% but 60% or more	44
Less than 60% but 55% or more	57
Less than 55% but 50% or more	72
Less than 50%	80

No credit will apply to any leading Power Factor.

**7.3 Disturbing Use**

All equipment for which Electricity is provided under the Electric Tariff will be subject to the reasonable approval of BC Hydro and the Customer will at all times take and use Electricity so as not to endanger BC Hydro's apparatus or cause any undue or abnormal fluctuation of BC Hydro's line voltage or introduce disturbing elements into BC Hydro's electrical system. For three phase, four wire Service, the system design for the Premises served must not be such that any condition of unbalanced load between phases exceeds 10% of the phase carrying the least load.

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BC Hydro may require the Customer, at the Customer's own expense, to provide equipment which will reasonably limit such fluctuations or disturbances and may refuse to provide Electricity or suspend Service until such equipment is provided.

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## **8. DISTRIBUTION EXTENSIONS – 35 KV OR LESS**

### **8.1 General Terms**

BC Hydro will construct distribution Extensions operating at a voltage of 35 kV or less to provide Service to applicants:

1. Along public roads or equivalent to public roads; and
2. On rights-of-way across private property.

The applicant is responsible for all rights-of-way clearing costs for the Extension.

### **8.2 Types of Distribution Extensions**

Extensions may be constructed either overhead or underground, subject to and in accordance with BC Hydro's current distribution system development plans, distribution standards and applicable laws and regulations in each case.

### **8.3 Extension Fee for Rate Zone I**

No Extension will proceed until the Customer has paid to BC Hydro the Extension Fee in accordance with this section. The Extension Fee is the Estimated Construction Cost of the Extension less the maximum contribution that BC Hydro is prepared to make toward the Extension. If BC Hydro's maximum contribution is greater than the Estimated Construction Cost of the Extension, the Extension Fee will be zero. No difference between BC Hydro's maximum contribution and the Estimated Construction Cost of the Extension may be used to reduce the Customer's Service Connection charge.

Except as otherwise provided in this section, the maximum contribution that BC Hydro is prepared to make toward an Extension in Rate Zone I is as follows:

<b>Rate Class</b>	<b>Maximum BC Hydro Contribution</b>
Residential	\$1,475 per Dwelling
General Service	\$200 per kW of estimated Billing Demand
Street Lighting	\$150 per fixture
Irrigation	\$150 per kW of estimated Billing Demand

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For new Service to a Premises with total expected Maximum Demand of more than 500 kVA, the Estimated Construction Cost of the Extension will include associated System Improvement Costs.

For new Service to a Premises that:

1. Has a total expected Maximum Demand equal to or greater than 10,000 kW; and
2. Requires, in whole or in part, additions or alterations to BC Hydro's existing transmission system to provide Service via BC Hydro's distribution system,

such additions or alterations will be deemed to be System Reinforcement (as defined in Electric Tariff Supplement No. 6) and the Customer will be subject to the following terms and conditions found in Appendix 1 of Electric Tariff Supplement No. 6:

Clause Number	Description
1(b)	Application and Overview
2	Definitions of Customer and System Reinforcement
4 (c),(d),(e)	Estimates and Agreed Maximum Cost
5	System Reinforcement
9 (a(i)), (c)	Right-of-Way
13	Security for Costs
14	Force Majeure Events

Where BC Hydro has determined that an applicant will Terminate Service or substantially reduce its load within the first 10 years of Service, or where an applicant may be subject to Electric Tariff Supplement No. 6 pursuant to this section and BC Hydro does not expect future Customers to connect to the Extension, BC Hydro may reduce its maximum contribution toward the Extension.

If an applicant requests facilities that are not, in the opinion of BC Hydro, reasonably required to provide Service to a Premises (Optional Facilities), BC Hydro may provide the Optional Facilities if the applicant pays a non-refundable Optional Facilities Extension Fee equal to the Estimated Construction Cost of the Optional Facilities and any System Improvement Costs, plus the present value, over the expected life of the Optional Facilities, of the net operating and maintenance costs of the Optional Facilities. BC Hydro will not contribute toward the costs of Optional Facilities.

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The Extension Fee (if any) must be paid to BC Hydro in cash before construction of the Extension commences or, where agreed by BC Hydro, partly or wholly in kind.

#### **8.4 Guarantee**

Where BC Hydro reasonably forecasts a Customer will have Maximum Demand in excess of 100 kW, BC Hydro may require such Customer to provide a guarantee for the Extension in cash or another equivalent form acceptable to BC Hydro in accordance with this section.

The amount of the guarantee will in each case be determined by BC Hydro, subject to a maximum of BC Hydro's contribution toward the Estimated Construction Cost of the Extension. The guarantee will be held by BC Hydro for a guarantee period of up to five years.

At the end of the guarantee period, BC Hydro will re-evaluate its contribution to the Estimated Construction Cost of the Extension based on the actual number of Customers connected to the Extension and the actual average Billing Demand of those Customers over the guarantee period. BC Hydro will return to the Customer the guarantee in full or in part, or will keep the full amount of the guarantee depending on the results of such re-evaluation. Interest will not be paid on the guarantee in any circumstance.

#### **8.5 Refund of Extension Fee for Rate Zone I (Excluding Subdivisions)**

##### **8.5.1 Extension Fee \$5,000 or Less**

For Extensions in Rate Zone I where an Extension Fee of \$5,000 or less is required from the Customer and section 8.6 (Distribution Extensions Serving Subdivisions for Rate Zone I) does not apply, BC Hydro will automatically refund to the Customer 20% of the required Extension Fee. This refund recognises the estimated impact of subsequent Customer additions over the first five years. Customers receiving such reduction will not be entitled to any further reductions or future refunds in respect of the Extension.

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**8.5.2 Extension Fee Greater Than \$5,000**

For an Extension where the Extension Fee required from the Customer exceeds \$5,000 and to which section 8.6 (Distribution Extensions Serving Subdivisions for Rate Zone I) does not apply, BC Hydro will, if the Customer applies, refund to such Customer the difference, if any, between BC Hydro's maximum contribution for a subsequent Customer as determined under section 8.3 (Extension Fee for Rate Zone I) and BC Hydro's actual contribution to that subsequent Customer, for each subsequent Customer that connects to the same Extension in the first five years after such Extension is energized, subject to section 8.8 (Uneconomic Extension Fund).

Notwithstanding the above, total refunds to the original Customer under this section 8.5.2 will not exceed such Customer's Extension Fee and amounts of \$100 or less will not be refunded. No interest will accrue or be paid by BC Hydro on refunds.

A Customer may in writing apply for a refund under this section at any time after the first anniversary date of energization of the Extension, provided that only one refund evaluation request may be made in any 12-month period. Any Customer who fails to make a written request to BC Hydro for a refund under this section by the end of the sixth year after the Extension is energized will forfeit all rights to any refund under this section.

**8.6 Distribution Extensions Serving Subdivisions for Rate Zone I****8.6.1 Non-Residential Subdivisions**

For an Extension required for non-residential Permanent Service to a subdivision in Rate Zone I, the applicant will pay an Extension Fee based on the loads known to be connecting to the Extension, as determined by BC Hydro.

BC Hydro will, upon receipt of an application under this section, refund to such applicant the difference, if any, between BC Hydro's maximum contribution for a subsequent Customer as determined under section 8.3 (Extension Fee for Rate Zone I) and BC Hydro's actual contribution to that subsequent Customer, for each subsequent Customer that connects to the same Extension in the first five years after such Extension is energized, subject to section 8.8 (Uneconomic Extension Fund).

Notwithstanding the above, total refunds to the original applicant under this section 8.6.1 will not exceed such applicant's Extension Fee and amounts of \$100 or less will not be refunded. No interest will accrue or be paid by BC Hydro on refunds.

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The original applicant may in writing apply for a refund under this section at any time after the first anniversary date of energization of the Extension, provided that only one refund evaluation request may be made in any 12-month period. Any Customer who fails to make a written request to BC Hydro for a refund under this section by the end of the sixth year after the Extension is energized will forfeit all rights to any refund under this section.

#### **8.6.2 Residential Subdivisions**

For an Extension required for Permanent Service to a subdivision in Rate Zone I comprised primarily of residential Customers, the applicant will pay an Extension Fee based on the loads that BC Hydro forecasts will connect to the Extension in the first five years following energization of the Extension and no refund will be available to the applicant in respect of any future connections to the Extension.

Notwithstanding the above, an applicant may elect to have a subdivision comprised primarily of residential Customers treated in accordance with the terms and conditions set out in section 8.6.1 (Non-Residential Subdivisions) in lieu of the provisions of this section 8.6.2.

#### **8.7 Extensions for Rate Zone IB and Rate Zone II**

An applicant in Rate Zone IB and Rate Zone II (including an Extension to serve a subdivision) will be required to contribute the Estimated Construction Cost of the Extension, plus the present value of net operating and maintenance costs. No refund will be available to the applicant in respect of any future connections to the Extension.

#### **8.8 Uneconomic Extension Fund**

For the purposes of this section, "extension cost" means the Extension Fee for Extensions in Rate Zone I and the applicant's contribution as set out in section 8.7 (Extensions for Rate Zone IB and Rate Zone II) for Extensions in Rate Zone IB and Rate Zone II.

BC Hydro will budget funds annually to its uneconomic extension fund which is intended to provide limited assistance to eligible applicants who are required to pay an extension cost for the construction of an Extension. In each year that applications from eligible applicants are received, BC Hydro will allocate amounts from its uneconomic extension fund on the basis of lowest cost per Customer connected to the BC Hydro distribution system.

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Applicants may apply for funding from the uneconomic extension fund if the Extension will serve:

1. Farm irrigation load; or
2. A Dwelling that will be occupied as a Dwelling for the majority of the year (Principal Residence), including such a Dwelling located on a farm.

In cases where funding is available from the uneconomic extension fund in accordance with this section, the applicant will pay:

1. For a single phase Extension to serve a Principal Residence that is not on a farm:
  - (a) The extension cost for the first distribution conductor spanning two BC Hydro poles (Span of Line), including Transformation and any pole required to maintain a safe clearance for BC Hydro's distribution conductor over a road, railway or other facility, as well as the extension cost of any distribution line required more than 800 metres beyond the first Span of Line; and
  - (b) For the first 800 metres of distribution line beyond the first Span of Line, 10% of the Estimated Construction Cost and the present value of net operating and maintenance costs;
2. For a single phase Extension to serve a Principal Residence on a farm:
  - (a) The extension cost for the first Span of Line, including Transformation and any pole required to maintain a safe clearance for BC Hydro's distribution conductor over a road, railway or other facility, as well as the extension cost of any distribution line more than 1200 metres beyond the first Span of Line; and
  - (b) For the first 1200 metres of distribution line beyond the first Span of Line, 10% of the Estimated Construction Cost and the present value of net operating and maintenance costs; and
3. For a single or three phase Extension to serve farm irrigation load, the extension cost on the complete Extension, less a contribution by BC Hydro of up to six times its estimated annual revenue on the Extension. The maximum contribution by BC Hydro will be the Estimated Construction Cost of the Extension.

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Applicants that pay an Extension Fee or contribute to the construction of an Extension and receive funding from BC Hydro's uneconomic extension fund under this section will not be eligible for any future refunds relating to that Extension.

#### **8.9 Distribution Extensions on Private Property (All Rate Zones)**

BC Hydro will determine if an Extension on private property is of such length as to make it uneconomic for BC Hydro to construct, own and operate or to assume ownership and maintenance of such facilities.

#### **8.10 Distribution Extensions on Private Property Constructed by BC Hydro (All Rate Zones)**

If an applicant requests, and to the extent BC Hydro agrees, BC Hydro may extend its distribution lines and transformers on private property when it is impractical or uneconomic for the applicant to take Service directly from BC Hydro's distribution facilities on public property, provided that:

1. The applicant, without any cost to BC Hydro, grants or provides to BC Hydro all easements and / or rights-of-way as BC Hydro may reasonably require at any time for unimpeded and safe ingress and egress to private property for the purpose of construction, installation, maintenance, repair, operation and / or removal of such distribution lines, transformers and related equipment, and as otherwise may be required for vegetation management, emergency response and performance of all other obligations of BC Hydro;
2. All clearing and civil work related to the provision of Electricity for the Premises must be constructed and performed by the applicant in accordance with BC Hydro's distribution and environmental standards; and
3. BC Hydro will own, operate and maintain the electrical components of the distribution facilities including poles supporting overhead lines, up to the Point of Delivery; all civil work associated with any underground facilities, including ducts, foundations and pads, will be owned, operated and maintained by the Customer as set out in section 3.7 (Civil Work and Structures on Private Property).

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**8.11 Distribution Extensions on Private Property Constructed by the Customer (All Rate Zones)**

If a Customer requests and to the extent BC Hydro agrees, BC Hydro may assume ownership and responsibility for operation and maintenance of the electrical components of distribution facilities on private property up to the Point of Delivery, including poles supporting overhead lines provided that:

1. The Customer, without any cost to BC Hydro, transfers to BC Hydro all right, title and interest in and to the facilities and grants to BC Hydro all easements and / or rights-of-way as BC Hydro may reasonably require at any time for unimpeded and safe ingress and egress to such facilities for maintenance, repair, operation and / or removal, and as otherwise may be required for vegetation management, emergency response and performance of all other obligations of BC Hydro;
2. The facilities are newly constructed, or have been reconstructed within the past 12 months, or otherwise are in a condition acceptable to BC Hydro;
3. The facilities and all clearing and civil work related to the provision of Electricity must have been constructed and performed by the Customer in accordance with BC Hydro's distribution and environmental standards;
4. All civil work associated with any underground facilities, including ducts, foundations and pads, will be owned, operated and maintained by the Customer as set out in section 3.7 (Civil Work and Structures on Private Property); and
5. Customer pays to BC Hydro a fee equal to BC Hydro's estimated cost for inspection of the facilities plus, in the case of a Customer in Rate Zone II, the present value of net operating and maintenance costs.

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## **9. GENERAL PROVISIONS**

### **9.1 Resale of Electricity**

If a Customer wishes to resell to a tenant of the Customer at the same Premises and on a metered basis Electricity provided by BC Hydro to the Customer, the price for such Electricity will not exceed the price that BC Hydro would have charged had such tenant been a Customer of BC Hydro. This requirement will be included in an agreement for resale between BC Hydro and the Customer.

### **9.2 Rental Premises Agreements**

As a condition of Service to a Premises where a tenant is the Customer, BC Hydro may require an Owner to enter into with BC Hydro a rental premises agreement setting out the responsibilities of the Owner in relation to payment for Service. Regardless of whether a rental premises agreement has been executed, BC Hydro may, at its sole option at any time and from time to time, elect to:

1. Deal directly with an Owner as the Customer in respect of any or all services to the Premises; or
2. Deal directly with each tenant as a Customer of BC Hydro.

### **9.3 Access to Premises**

BC Hydro's employees and representatives will, at all reasonable times, have free access to all equipment provided with Electricity, and to BC Hydro's Metering Equipment, wires, poles and all other apparatus on the Customer's Premises for the purpose of reading meters and testing, installing, removing, repairing or replacing any of BC Hydro's equipment, and for ascertaining the quantity, use or method of Electricity consumption. Without limiting the foregoing, the Customer will supply BC Hydro with lockbox keys or other keys or means of access to meter rooms and other locations as may be necessary to comply with this section. In no case will BC Hydro accept keys to private residential Premises.

If free access as required by this section is denied or obstructed in any manner, including by debris, telecommunication blockage, unsafe walkways or other means of access, or the presence of animals, and the Customer does not promptly resolve the issue upon request by BC Hydro, BC Hydro may Disconnect the Premises until the issue has been addressed.

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**9.4 Interruption of Service**

At any time in the event of a shortage of water or fuel supply, whether actual or apprehended by officials of BC Hydro, or in the event of a breakdown or failure of generating, transmitting or distributing plant, lines or equipment, or to comply with the requirements of any law, or for any reason whatsoever not attributable to or beyond the reasonable control of BC Hydro, BC Hydro may require any Customer, class or classes of Customers, or all Customers to suspend their use of Electricity for any purpose or purposes, or for all purposes, or to reduce their consumption of Electricity to any degree and for any purpose or purposes or for all purposes, for one or more specified periods of time or until notice of termination of the interruption is provided by BC Hydro.

Notice of any requirement for interruption or of termination of the interruption in whole or in part may be communicated to affected Customers by public announcements made electronically, in the press and / or by radio or television, and may be communicated to individual affected Customers by notice in writing sent through the mail, left at the Premises where Service is received, or served personally and / or verbally, including by telephone.

If, in the opinion of BC Hydro, a Customer fails to comply with any requirement of BC Hydro communicated as set out above, BC Hydro may suspend Service to such Customer after providing notice of Termination in accordance with this section.

Without limiting section 9.7, BC Hydro will not be liable for any loss, injury, damage or expense occasioned to or suffered by any Customer in connection with any interruption requirement or termination of interruption under this section.

**9.5 Liability of BC Hydro**

BC Hydro will endeavour to provide a regular and uninterrupted supply of Electricity but does not guarantee a constant supply of Electricity or the maintenance of unvaried frequency or voltage and will not be responsible or liable for any loss, injury, damage or expense caused by or resulting from any interruption, termination, failure or defect in the provision of Electricity, whether caused by the negligence of BC Hydro, or its representatives or agents or otherwise, except to the extent that the loss, injury, damage or expense results directly from the wilful misconduct of BC Hydro or its representatives or agents, provided, however, that neither BC Hydro, nor any of its representatives or agents is responsible for any loss of profit, loss of revenue or other economic loss, even if the loss arises directly from the wilful misconduct of BC Hydro or its representatives or agents.

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BC Hydro reserves the right to Terminate Service (including by Disconnection) at any time to prevent fraudulent use of Electricity, to protect its property, or to protect Service to other Customers, or if the Customer fails to comply with the terms of the Service Agreement, or if BC Hydro is ordered by a competent government authority to Terminate such Service.

BC Hydro may also temporarily Disconnect a Premises to make repairs or improvements to its electrical system or in the event of fire, flood or other sudden emergency. BC Hydro will, whenever practicable, give notice of such Disconnection to the Customer and will restore Service as soon as reasonably possible. Neither BC Hydro nor any of its representatives or agents will be liable for any loss, injury, damage or expense caused by or arising out of any such Disconnection.

#### **9.6 Liability of Other Utilities**

Service under the Electric Tariff is sometimes provided by BC Hydro through the use of property and services provided by or shared with other telephone and electric utilities. It is a condition of Service that any loss or damages, direct or indirect, that the Customer may suffer by reason of any defect in Service under the Electric Tariff or any interruption in or failure to provide Service, whether or not caused by negligence, will not be recoverable from such other utilities, and that the Customer will not take proceedings of any kind against any such utilities by reason of any defect in the Service or any interruption in or failure to provide Service to the Customer by BC Hydro.

#### **9.7 Generating Facility Connections (Distributed Generation)**

Customers wishing to interconnect a Generating Facility (as defined in Rate Schedule 1289) to BC Hydro's distribution system under Rate Schedule 1289 must pay the associated incremental interconnection costs (if any) in the following circumstances:

1. The Customer utilizes a synchronous generator;
2. The Customer takes Service at a Primary Voltage; and / or
3. The Customer utilizes a Generating Facility with a nameplate capacity of greater than 50 kW.

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The associated incremental interconnection costs will be determined by comparing the interconnection costs of the Customer's Generating Facility, including any study costs incurred by BC Hydro, to a typical net metering customer project application up to 50 kW and taking Service other than at a Primary Voltage. BC Hydro's Distributed Generation Interconnection Practices provide more detail on interconnection requirements and applicable costs.

Before BC Hydro will provide approval to connect a Generating Facility to BC Hydro's electrical system, the Customer must pay to BC Hydro the actual associated incremental costs for the connection as requested by BC Hydro.

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**10. RATE ZONE IB AND RATE ZONE II****10.1 Special Terms Applicable to Supply in Rate Zone IB and Rate Zone II**

1. Where BC Hydro supplies Electricity in Rate Zone IB or Rate Zone II for an independent power producer (**IPP**) Customer, BC Hydro may require that supply to such Customer be by Electric Tariff Supplement. Such supply is subject to special conditions as provided in this section and as BC Hydro, in its sole discretion, considers necessary to insert in the Customer's Electric Tariff Supplement.

BC Hydro will, where possible, supply such Customer, provided that:

- (a) Service can be provided on terms that are not unduly uneconomic from BC Hydro's point of view; and
- (b) No undue disturbance will be caused to BC Hydro's electrical system or to other Customers.

Without limiting the foregoing, where Electricity supply to the area is or may be impaired, BC Hydro may supply to a Customer only that portion of the Customer's Electricity requirements that, in BC Hydro's opinion, can be supplied without causing or increasing impairment of supply to the area as a whole.

2. For IPP Customers in Rate Zone IB and Rate Zone II served under an Electric Tariff Supplement called "Interruptible Electricity Supply Agreement", the Energy component of the rates owing for such supply will be the greater of:
  - (a) The unit price paid by BC Hydro to the IPP for the most recent purchase of Electricity from the IPP; and

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- (b) The average unit cost incurred by BC Hydro to generate Electricity at all diesel generating stations owned and operated by BC Hydro in Rate Zone IB and Rate Zone II, plus a 10% profit margin, where the average unit cost will be calculated by summing all costs to BC Hydro in Rate Zone IB and Rate Zone II of fuel, oil, operation and maintenance for such diesel generating stations divided by the total kilowatt hours generated by all such diesel generating stations during BC Hydro's immediately prior fiscal year. Each average unit cost calculated for a particular complete BC Hydro fiscal year will apply as of July 1 of the next fiscal year and continue until July 1 of the subsequent year, at which time the average unit cost will be recalculated for the most recently completed BC Hydro fiscal year.

## **10.2 BC Hydro Contribution to Costs to Serve Customers in Rate Zone IB and Rate Zone II Districts**

BC Hydro's normal contribution will be based on the present value of the cost savings BC Hydro anticipates would arise from serving existing Rate Zone IB or Rate Zone II Customers plus forecast growth from the integrated electrical system rather than from remote generation. The present value calculations will reflect:

1. BC Hydro's forecast of short term marginal values and long term marginal costs of Electricity supply from the integrated electrical system;
2. A reasonable estimate of the expected escalation in the cost of existing remote generation;
3. Any plans for capital replacement of, or addition to, existing remote generation plant, including consideration of any expected efficiency gains resulting from the capital replacement or addition; and
4. Current taxation procedures for the specific transmission facilities required for integration.

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**11. SCHEDULE OF STANDARD CHARGES****11.1 Minimum Connection Charges – Rate Zone I**

The minimum connection charge for each single phase, Secondary Voltage Service Connection installed in Rate Zone I, including one meter, is as set out below.

Overhead Service Connection:	
• 100 Amp.	\$ 799.00
• 200 Amp.	\$ 838.00
Underground Service Connection:	
• 100 Amp.	\$ 957.00
• 200 Amp.	\$ 1,270.00

A premium may apply to Service Connection installations performed outside of BC Hydro's regular working hours.

**11.2 Additional Meter Charges**

Charges applicable to the installation of additional meters pursuant to section 3.14 (Service Connection Charges) or as otherwise specified in these Terms and Conditions are as follows.

Charge per additional meter installed at the same time as a Service Connection:	\$ 46.00
Charge per additional meter installed subsequent to a Service Connection:	
• One meter	\$ 181.00
• Each additional meter	\$ 46.00

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**11.3 Minimum Reconnection Charges**

The following Minimum Reconnection Charges apply to reconnections performed by BC Hydro pursuant to section 2.10 (Re-Application for Service) or section 6.7 (Minimum Reconnection Charge).

Remote and manual reconnections performed during regular working hours and remote reconnections performed outside of BC Hydro working hours (default Minimum Reconnection Charge)	\$ 30.00 per meter
Manual reconnections performed outside of regular working hours	\$ 280.00 per meter
Manual reconnections at the Point of Delivery because the Customer failed to provide access to the meter	\$ 700.00 per meter

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**11.4 Miscellaneous Standard Charges**

The following miscellaneous standard charges will apply as set out in these Terms and Conditions.

Account Charge <sup>Note 1</sup>	\$ 12.40
Failed Installation Charge	\$ 65.00
Late Payment Charge <sup>Note 2</sup>	1.5% per month (equivalent 19.6% per annum compounded monthly)
Legacy Meter Charge <sup>Note 3</sup>	\$ 32.40 per month
Meter Test Charge	\$ 181.00
Net Metering Site Acceptance Verification Fee (Generators above 5 kW)	BC Hydro's actual costs, to a maximum of \$ 600.00
Radio-off Meter Charge <sup>Note 3</sup>	\$ 20.00 per month
Radio-off Meter Initial Charge <sup>Note 4</sup> (from existing Legacy Meter)	\$ 22.60
Radio-off Meter Initial Charge <sup>Note 5</sup> (from existing Smart Meter)	\$ 77.60
Radio-off Meter Removal Charge <sup>Note 6</sup>	\$ 55.00
Returned Payment Charge	\$ 6.00
Service Connection Call-Back Charge – Zone I	\$ 368.00
Transformer Rental Charge	17% per annum of replacement value to be billed monthly

Note 1 Exceptions to this charge are set out in section 6.5 (Account Charge).

Note 2 Calculated from the billing date.

Note 3 If BC Hydro has failed to obtain a manual meter reading for any bi-monthly billing period, BC Hydro will, unless BC Hydro's failure to obtain the manual meter reading was attributable to the acts or omissions of the Customer, deduct the amount of \$27.90 from the Legacy Meter Charges payable for that billing period, or the amount of \$30.08 from the Radio-off Meter Charges payable for that billing period. In all cases in which the Customer's bill was based on a manual meter reading obtained by BC Hydro, the full Legacy Meter Charge or Radio-off Meter Charge, as applicable, will be payable by the Customer.

Note 4 For eligible Customers who have a Legacy Meter and elect to have that Legacy Meter replaced with a Radio-off Meter in accordance with the prescribed conditions.

Note 5 For eligible Customers who have a Legacy Meter or a Radio-off Meter, move to a Premises that has a Smart Meter installed, and elect to have that Smart Meter replaced with a Radio-off Meter in accordance with the prescribed conditions.

Note 6 For eligible Customers who have a Radio-off Meter but move to a different Premises or elect to have a Smart Meter installed at their current Premises in accordance with the prescribed conditions.

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Rate Schedules, Title Page – Original  
Effective: April 1, 2017

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## Rate Schedules

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**BC Hydro**

Rate Schedules 1101, 1121 – Revision 5

Effective: April 1, 2021

Page 1-1

**1. RESIDENTIAL SERVICE****RATE SCHEDULES 1101, 1121 – RESIDENTIAL SERVICE**

<b>Availability</b>	For Residential Service. Service is normally single phase, 60 hertz at the Secondary Voltage available. In BC Hydro's discretion, Service may be three phase 120/208 or 240 volts.
<b>Applicable in</b>	Rate Zone I.
<b>Rate</b>	<p>1. Rate Schedule 1101 – Residential Service:</p> <p><b>Basic Charge:</b> 20.80 ¢ per day</p> <p>plus</p> <p><b>Energy Charge:</b></p> <p>(a) For Customers billed monthly:</p> <p>Step 1: First 675 kWh per month@ 9.41 ¢/kWh</p> <p>Step 2: Additional kWh per month@ 14.10 ¢/kWh</p> <p>(b) For Customers billed bi-monthly:</p> <p>Step 1: First 1350 kWh per two months@ 9.41 ¢/kWh</p> <p>Step 2: Additional kWh per two months@ 14.10 ¢/kWh</p> <p>Note: For billing purposes, Step 1 is pro-rated on a daily basis.</p> <p><b>Minimum Charge:</b> The Basic Charge</p>

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Rate Schedules 1101, 1121 – Revision 5

Effective: April 1, 2021

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	<p>2. Rate Schedule 1121 – Multiple Residential Service:</p> <p><b>Basic Charge:</b> 20.80 ¢ per Dwelling per day</p> <p>plus</p> <p><b>Energy Charge:</b> Per Dwelling</p> <p>(a) For Customers billed monthly:</p> <p>Step 1: First 675 kWh. per month@ 9.41 ¢/kWh</p> <p>Step 2: Additional kWh per month@ 14.10 ¢/kWh</p> <p>(b) For Customers billed bi-monthly:</p> <p>Step 1: First 1350 kWh per two months@ 9.41 ¢/kWh</p> <p>Step 2: Additional kWh per two months@ 14.10 ¢/kWh</p> <p>Note: For billing purposes, Step 1 is pro-rated on a daily basis.</p> <p><b>Minimum Charge:</b> The Basic Charge per Dwelling</p>
<b>Discount for Ownership of Transformers</b>	A discount of 25 ¢ per month per kW of Maximum Demand will be applied to amounts owing under Rate Schedule 1121 if the Customer supplies Transformation. BC Hydro will install Metering Equipment with both Demand and Energy measurement capability at the Secondary Voltage.
<b>Special Conditions</b>	<p>1. The maximum capacity of all heating elements energized at any one time in all water heaters at the Premises served under these Rate Schedules must not exceed the greater of 1,500 watts and 45 watts per litre (200 watts per imperial gallon) of tank capacity, except with BC Hydro's advance written permission.</p> <p>2. Rate Schedule 1121 applies if the Premises contains more than two Dwellings.</p>

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Rate Schedules 1101, 1121 – Revision 5

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<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under these Rate Schedules include an interim rate increase of 1.16% before rounding.

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**BC Hydro**

Rate Schedule 1105 – Revision 6

Effective: April 1, 2021

Page 1-4

**1. RESIDENTIAL SERVICE****RATE SCHEDULE 1105 – RESIDENTIAL SERVICE – DUAL FUEL (CLOSED)**

<b>Availability</b>	<p>For residential space heating and water heating.</p> <p>Electricity purchased under this Rate Schedule will be separately metered. Service is single phase, 60 hertz, at 120/240 or 240 volts.</p> <p>This Rate Schedule is available only for Premises served under this Rate Schedule on January 15, 1990 and continuously thereafter and only in Premises where there has been no change in Customer since April 1, 2008.</p>
<b>Applicable in</b>	Rate Zone I in areas where and when, in BC Hydro's opinion, BC Hydro's transmission, sub-transmission and distribution circuit feeders are or will be capable of handling the load.
<b>Rate</b>	<b>Energy Charge:</b> 8.58 ¢ per kWh
<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. Service under this Rate Schedule is not available to any Premises where Service was previously supplied and Terminated.</li> <li>2. BC Hydro will upgrade an existing Service Connection supplying firm load to serve additional load in accordance with the Electric Tariff, however, no new or additional load is permitted under this Rate Schedule at any time. All unauthorized consumption of Electricity as estimated by BC Hydro will be billed at the rate for Electricity on the appropriate default Residential Service Rate Schedule.</li> <li>3. The maximum capacity of all heating elements energized at any one time in all water heaters at the Premises served under this Rate Schedule must not exceed the greater of 1,500 watts and 45 watts per litre (200 watts per imperial gallon) of tank capacity, except with BC Hydro's advance written permission.</li> </ol>

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Rate Schedule 1105 – Revision 6

Effective: April 1, 2021

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<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	The rate under this Rate Schedule is set in accordance with BCUC Order No. G-194-17. Effective April 1, 2021 an interim rate increase of 1.16% is applied.

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**BC Hydro**

Rate Schedules 1107, 1127 – Revision 5

Effective: April 1, 2021

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**1. RESIDENTIAL SERVICE****RATE SCHEDULES 1107, 1127 – RESIDENTIAL SERVICE – ZONE II**

<b>Availability</b>	For Residential Service. Service is normally single phase, 60 hertz at the Secondary Voltage available. In BC Hydro's discretion, Service may be three phase 120/208 or 240 volts.
<b>Applicable in</b>	Rate Zone II.
<b>Rate</b>	<p>1. Rate Schedule 1107 – Residential Service:</p> <p><b>Basic Charge:</b> 22.18 ¢ per day</p> <p>plus</p> <p><b>Energy Charge:</b></p> <p>First 1500 kWh per month @ 11.27 ¢ per kWh</p> <p>All additional kWh per month @ 19.35 ¢ per kWh</p> <p><b>Minimum Charge:</b> The Basic Charge</p> <p>2. Rate Schedule 1127 – Multiple Residential Service:</p> <p><b>Basic Charge:</b> 22.18 ¢ per Dwelling per day</p> <p>plus</p> <p><b>Energy Charge:</b></p> <p>First 1500 kWh per Dwelling per month @ 11.27 ¢ per kWh</p> <p>All additional kWh per month @ 19.35 ¢ per kWh</p> <p><b>Minimum Charge:</b> The Basic Charge per Dwelling</p>

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**BC Hydro**

Rate Schedules 1107, 1127 – Revision 5

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<b>Discount for Ownership of Transformers</b>	A discount of 25 ¢ per month per kW of Maximum Demand will be applied to amounts owing under Rate Schedule 1127 if the Customer supplies Transformation. BC Hydro will install Metering Equipment with both Demand and Energy measurement capability at the Secondary Voltage.
<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. The maximum capacity of all heating elements energized at any one time in all water heaters at the Premises served under these Rate Schedules must not exceed the greater of 1,500 watts and 45 watts per litre (200 watts per imperial gallon) of tank capacity, except with BC Hydro's advance written permission.</li> <li>2. Rate Schedule 1127 applies if the Premises contains more than two Dwellings.</li> </ol>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under these Rate Schedules include an interim rate increase of 1.16% before rounding.

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**BC Hydro**

Rate Schedule 1148 – Revision 5

Effective: April 1, 2021

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**1. RESIDENTIAL SERVICE****RATE SCHEDULE 1148 – RESIDENTIAL SERVICE – ZONE II (CLOSED)**

<b>Availability</b>	<p>For Residential Service in Rate Zone II where a permanent electric space heating system is in use, providing such system was installed prior to October 10, 1966.</p> <p>This Rate Schedule is available only to a Customer and Premises served under this Rate Schedule on April 24, 1992 and continuously thereafter.</p>
<b>Applicable in</b>	Rate Zone II.
<b>Rate</b>	<p><b>Basic Charge:</b> 22.18 ¢ per day</p> <p>plus</p> <p><b>Energy Charge:</b> 11.27 ¢ per kWh</p> <p><b>Minimum Charge:</b> The Basic Charge</p>
<b>Special Conditions</b>	The maximum capacity of all heating elements energized at any one time in all water heaters at the Premises served under this Rate Schedule must not exceed the greater of 1,500 watts and 45 watts per litre (200 watts per imperial gallon) of tank capacity, except with BC Hydro's advance written permission.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under this Rate Schedule include an interim rate increase of 1.16% before rounding.

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**BC Hydro**

Rate Schedules 1151, 1161 – Revision 5

Effective: April 1, 2021

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**1. RESIDENTIAL SERVICE****RATE SCHEDULES 1151, 1161 – EXEMPT RESIDENTIAL SERVICE**

<b>Availability</b>	<p>For Residential Service and uses exempted from Rate Schedules 1101 and 1121 (Residential Service), including:</p> <ol style="list-style-type: none"> <li>1. Use on farms as set out in the definition of Residential Service in the Terms and Conditions; and</li> <li>2. Use in Rate Zone IB.</li> </ol> <p>Service is normally single phase, 60 hertz at the Secondary Voltage available. In BC Hydro's discretion, Service may be three phase 120/208 or 240 volts.</p>
<b>Applicable in</b>	Rate Zone I and Rate Zone IB.
<b>Rate</b>	<ol style="list-style-type: none"> <li>1. Rate Schedule 1151 – Residential Service: <p><b>Basic Charge:</b> 22.18 ¢ per day</p> <p>plus</p> <p><b>Energy Charge:</b> 11.27 ¢ per kWh</p> <p><b>Minimum Charge:</b> The Basic Charge</p> </li> <li>2. Rate Schedule 1161 – Multiple Residential Service: <p><b>Basic Charge:</b> 22.18 ¢ per day per Dwelling per day</p> <p>plus</p> <p><b>Energy Charge:</b> 11.27 ¢ per kWh</p> <p><b>Minimum Charge:</b> The Basic Charge per Dwelling</p> </li> </ol>

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Rate Schedules 1151, 1161 – Revision 5

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<b>Discount for Ownership of Transformers</b>	A discount of 25 ¢ per month per kW of Maximum Demand will be applied to amounts owing under Rate Schedule 1161 if the Customer supplies Transformation. BC Hydro will install Metering Equipment with both Demand and Energy measurement capability at the Secondary Voltage.
<b>Special Conditions</b>	The maximum capacity of all heating elements energized at any one time in all water heaters at the Premises served under these Rate Schedules must not exceed the greater of 1,500 watts and 45 watts per litre (200 watts per imperial gallon) of tank capacity, except with BC Hydro's advance written permission.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under these Rate Schedules include an interim rate increase of 1.16% before rounding.

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**BC Hydro**

Rate Schedules 1200, 1201, 1210, 1211 – Revision 5

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**2. GENERAL SERVICE****RATE SCHEDULES 1200, 1201, 1210, 1211 – EXEMPT GENERAL SERVICE  
(35 KW AND OVER)**

<b>Availability</b>	For Customers who qualify for General Service where supply is 60 hertz, single or three phase at Secondary or Primary Voltage and Billing Demand is 35 kW or more. BC Hydro reserves the right to determine the voltage of the Service Connection.
<b>Applicable in</b>	Rate Zone IB.
<b>Rate</b>	<p><b>Basic Charge:</b> 26.61 ¢ per day</p> <p>plus</p> <p><b>Demand Charge:</b></p> <p>First 35 kW of Billing Demand per Billing Period @ \$0.00 per kW</p> <p>Next 115 kW of Billing Demand per Billing Period @ \$6.48 per kW</p> <p>All additional kW of Billing Demand per Billing Period @ \$12.43 per kW</p> <p>plus</p> <p><b>Energy Charge:</b></p> <p>First 14800 kWh of Energy consumption in the Billing Period @ 12.66 ¢ per kWh</p> <p>All additional kWh of Energy consumption in the Billing Period @ 6.08 ¢ per kWh</p>
<b>Discounts</b>	<ol style="list-style-type: none"> <li>1. A discount of 1½% will be applied to the above charges if a Customer's supply of Electricity is metered at a Primary Voltage.</li> <li>2. A discount of 25 ¢ per Billing Period per kW of Billing Demand will be applied to the above charges if a Customer supplies Transformation.</li> </ol>

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Rate Schedules 1200, 1201, 1210, 1211 – Revision 5

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	3. If a Customer is entitled to both of the above discounts, the discount for metering at a Primary Voltage will be applied first.
<b>Monthly Minimum Charge</b>	50% of the highest Demand Charge billed in any Billing Period wholly within an on-peak period during the immediately preceding 11 Billing Periods. For the purpose of this provision an on-peak period commences on November 1 in any year and terminates on March 31 of the following year.
<b>Rate Schedules</b>	<p>1. Rate Schedule 1200:</p> <p>Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and BC Hydro supplies Transformation.</p> <p>2. Rate Schedule 1201:</p> <p>Applies if a Customer's supply of Electricity is metered at a Primary Voltage and BC Hydro supplies Transformation.</p> <p>3. Rate Schedule 1210:</p> <p>Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and the Customer supplies Transformation.</p> <p>4. Rate Schedule 1211:</p> <p>Applies if a Customer's supply of Electricity is metered at a Primary Voltage and the Customer supplies Transformation.</p>
<b>Definitions</b>	<p>Billing Demand is the Maximum Demand in the Billing Period, subject to Special Condition No. 1.</p> <p>Billing Period means a month between regular meter readings, provided that in cases where meter readings are not available or are delayed for any reason BC Hydro may vary the number of days in the Billing Period.</p>

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**BC Hydro**

Rate Schedules 1200, 1201, 1210, 1211 – Revision 5

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<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. Metering Equipment with both Demand and Energy measurement capability will normally be installed. Until such Metering Equipment is installed, or if the installed Metering Equipment does not have Demand measurement capability, Billing Demand will be as estimated by BC Hydro.</li> <li>2. Migration rule: Customers taking Service under these Rate Schedules will be moved to Service under Rate Schedule 1300, 1301, 1310 or 1311 (Small General Service) if Billing Demand in each of the last 12 consecutive Billing Periods was less than 35 kW.</li> </ol>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under these Rate Schedules include an interim rate increase of 1.16% before rounding.

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**BC Hydro**

Rate Schedules 1205, 1206, 1207 – Revision 7

Effective: April 1, 2021

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**2. GENERAL SERVICE****RATE SCHEDULES 1205, 1206, 1207 – GENERAL SERVICE – DUAL FUEL  
(CLOSED)**

<b>Availability</b>	<p>For general space heating, water heating and industrial process heating.</p> <p>Electricity purchased under these Rate Schedules will be separately metered. Service is 60 hertz single or three phase at the Secondary or Primary Voltage available. BC Hydro reserves the right to determine the voltage of the Service Connection.</p> <p>These Rate Schedules are available only for Premises served under these Rate Schedules on January 15, 1990 and continuously thereafter, only with respect to equipment served under these Rate Schedules on January 15, 1990 and continuously thereafter, and only in Premises where there has been no change in Customer since April 1, 2008.</p>
<b>Applicable in</b>	Rate Zone I in areas where, in BC Hydro's opinion, BC Hydro's transmission, sub-transmission and distribution circuit feeders are or will be capable of handling the load.
<b>Rate</b>	<p>Except as stated hereunder the rate will be:</p> <p><b>Energy Charge:</b></p> <p>First 8000 kWh per month @ 6.16 ¢ per kWh</p> <p>All additional kWh per month @ 4.03 ¢ per kWh</p>
<b>Rate Schedules</b>	<p>1. Rate Schedule 1205 – Small Commercial Applications:</p> <p>Applies to a Customer whose heating load is mostly in support of a commercial activity and whose firm Electricity is billed on a General Service (under 35 kW) Rate Schedule.</p>

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Rate Schedules 1205, 1206, 1207 – Revision 7

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	<p>2. Rate Schedule 1206 – Large Commercial Applications:</p> <p>Applies to a Customer whose heating load is mostly in support of a commercial activity and whose firm Electricity is billed on a General Service (35 kW and over) Rate Schedule.</p> <p>3. Rate Schedule 1207 – Industrial Applications:</p> <p>Applies to a Customer whose heating load is mostly in support of an industrial activity and whose firm Electricity is billed on a General Service Rate Schedule or for farm use on a Residential Rate Schedule.</p>
<b>Special Conditions</b>	<p>1. Service under these Rate Schedules will not be available to any Premises beyond March 31, 2023.</p> <p>2. These Rate Schedules are not available to Premises where Electricity under it was previously supplied and Terminated.</p> <p>3. No other load than that stipulated in the Availability clause is permitted under these Rate Schedules. Any unauthorized use of Electricity or any refusal by a Customer to permit access to Premises in accordance with the Terms and Conditions of BC Hydro's Electric Tariff will result in immediate Termination under the applicable Rate Schedule and all unauthorized consumption as estimated by BC Hydro will be billed at the rate for Electricity on the appropriate default General Service Rate Schedule.</p> <p>4. In addition to and without restriction of any other limitations of liability of BC Hydro, BC Hydro will specifically not be liable for any loss, damage, injury or expense occasioned to or suffered by any Customer receiving Service on these Rate Schedules, or by any other Person, for any reason whatsoever.</p> <p>5. Replacement of existing heating equipment is allowed provided the rated capacity (equivalent kW) of the new equipment is not higher than the existing equipment. No new load or additional load is allowed</p>

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## BC Hydro

Rate Schedules 1205, 1206, 1207 – Revision 7

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<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under these Rate Schedules include an interim rate increase of 1.16% before rounding.

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**BC Hydro**

Rate Schedule 1234 – Revision 6

Effective: April 1, 2021

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**2. GENERAL SERVICE****RATE SCHEDULE 1234 – SMALL GENERAL SERVICE (UNDER 35 KW) – ZONE II**

<b>Availability</b>	<p>For all purposes where a meter with Demand measurement capability is not installed because the Customer's Demand as estimated by BC Hydro is less than 35 kW.</p> <p>Supply is 60 hertz, single or three phase at an available Secondary Voltage.</p>
<b>Applicable in</b>	Rate Zone II.
<b>Rate</b>	<p><b>Basic Charge:</b> 26.61 ¢ per day</p> <p>plus</p> <p><b>Energy Charge:</b></p> <p>First 7000 kWh per month @ 12.66 ¢ per kWh</p> <p>All additional kWh per month @ 21.07 ¢ per kWh</p> <p><b>Minimum Charge:</b> The Basic Charge</p>
<b>Special Conditions</b>	<p>Special Conditions for Unmetered Service:</p> <ol style="list-style-type: none"> <li>1. BC Hydro may permit unmetered Service under this Rate Schedule if it can estimate to its satisfaction the Energy used in kilowatt hours over a period of two months based on the connected load and the hours of use.</li> <li>2. The Customer, if required by BC Hydro, will provide and maintain such controls, including timing devices, as BC Hydro considers necessary, and facilities satisfactory to BC Hydro for the maintenance of such controls.</li> <li>3. The hours of use per period will be as specified by the Customer or as estimated by BC Hydro, whichever is greater.</li> </ol>

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4. The Customer will supply, install and maintain all wiring, fixtures, control devices and equipment, including the controls and devices described in Special Condition No. 2, at the expense of the Customer.
5. All wiring, fixtures, control devices and equipment and the method of installing, operating and maintaining the same are subject to the approval of BC Hydro which approval may be withdrawn by BC Hydro, at any time, at BC Hydro's sole discretion.
6. The Customer will notify BC Hydro immediately of any proposed or actual change in load, load characteristics, or hours of use.
7. BC Hydro may at any time, in its sole discretion, install Metering Equipment, and thereafter bill the Customer on the appropriate Rate Schedule as a metered account.
8. For display signs and signboard lighting, where hours of use are controlled by timing devices, the following turn-on times will apply, unless BC Hydro otherwise agrees in writing:

Period	Turn-on Time
January 1 to January 15:	4:00 p.m.
January 16 to February 28:	4:30 p.m.
March 1 to April 30:	6:30 p.m.
May 1 to August 15:	8:30 p.m.
August 16 to September 30:	6:30 p.m.
October 1 to November 15:	4:30 p.m.
November 16 to December 31:	4:00 p.m.

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	<p>9. In all cases, where hours of use of display signs or signboard lighting commence at dusk and are controlled either by timing devices or by photo-electric cells, the following hours of use for a period of two months will be deemed for billing purposes:</p> <p>Dusk to 10 p.m.: 216 hours</p> <p>Dusk to 11 p.m.: 270 hours</p> <p>Dusk to 12 p.m.: 330 hours</p> <p>Dusk to 1 a.m.: 380 hours</p> <p>Dusk to Dawn: 666 hours</p> <p>(All times are Pacific Time.)</p>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under this Rate Schedule include an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

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**BC Hydro**

Rate Schedule 1253 – Revision 6

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**2. GENERAL SERVICE****RATE SCHEDULE 1253 – DISTRIBUTION SERVICE – IPP STATION SERVICE**

<b>Availability</b>	For Customers who are Independent Power Producers ( <b>IPPs</b> ) served at distribution voltage, on an interruptible basis.
<b>Applicable in</b>	Rate Zone I excluding Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Rate</b>	<p><b>Energy Charge:</b></p> <p>The sum, over the billing period, of the hourly Energy consumed multiplied by the entry in the Intercontinental Exchange (<b>ICE</b>) Mid Columbia (Mid-C) Peak, and Mid-C Off-Peak weighted average index price as published by the ICE in the ICE Day Ahead Power Price Report that corresponds to the time when consumption occurred, during that hour.</p>
<b>Monthly Minimum Charge</b>	\$48.78
<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. BC Hydro agrees to provide Electricity under this Rate Schedule to the extent that it has energy and capacity to do so.</li> <li>2. BC Hydro may, without notice to the Customer, refuse to supply or terminate the supply of Electricity under this Rate Schedule if at any time BC Hydro does not have sufficient energy or capacity.</li> <li>3. Prior to taking Electricity under this Rate Schedule, the Customer may be required to obtain approval from BC Hydro. BC Hydro will advise the Customer of the need to obtain approval prior to the taking of Electricity under this Rate Schedule.</li> <li>4. Electricity taken under this Rate Schedule is to be used solely for maintenance and black-start requirements and will not displace electricity that would normally be generated by the Customer.</li> </ol>

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<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the Monthly Minimum Charge under this Rate Schedule includes an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

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**BC Hydro**

Rate Schedules 1255, 1256, 1265, 1266 – Revision 6

Effective: April 1, 2021

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**2. GENERAL SERVICE****RATE SCHEDULES 1255, 1256, 1265, 1266 – GENERAL SERVICE (35 KW AND OVER) – ZONE II**

<b>Availability</b>	For all purposes. Supply is 60 hertz, single or three phase at Secondary or Primary Voltage. BC Hydro reserves the right to determine the voltage of the Service Connection.
<b>Applicable in</b>	Rate Zone II.
<b>Rate</b>	<p><b>Basic Charge:</b> 26.61 ¢ per day</p> <p>plus</p> <p><b>Energy Charge:</b></p> <p>First 200 kWh per kW of Billing Demand per month @ 12.66 ¢ per kWh</p> <p>All additional kWh per month @ 21.07 ¢ per kWh</p>
<b>Discounts</b>	<ol style="list-style-type: none"> <li>1. A discount of 1½% will be applied to the above charges if a Customer's supply of Electricity is metered at a Primary Voltage.</li> <li>2. A discount of 25 ¢ per month per kW of Billing Demand will be applied to the above rate if a Customer supplies Transformation.</li> <li>3. If a Customer is entitled to both of the above discounts the discount for metering at a Primary Voltage will be applied first.</li> </ol>
<b>Monthly Minimum Charge</b>	The monthly minimum charge to be paid by a Customer on Rate Schedule 1255, 1256, 1265 or 1266, as applicable, will be the charge the Customer would have been billed under Rate Schedule 1200, 1201, 1210 or 1211 (Exempt General Service – 35 kW and over), respectively.
<b>Rate Schedules</b>	<ol style="list-style-type: none"> <li>1. Rate Schedule 1255:</li> </ol> <p>Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and BC Hydro supplies Transformation.</p>

ACCEPTED: \_\_\_\_\_

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**BC Hydro**

Rate Schedules 1255, 1256, 1265, 1266 – Revision 6

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	<p>2. Rate Schedule 1256:</p> <p>Applies if a Customer's supply of Electricity is metered at a Primary Voltage and BC Hydro supplies Transformation.</p> <p>3. Rate Schedule 1265:</p> <p>Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and the Customer supplies Transformation.</p> <p>4. Rate Schedule 1266:</p> <p>Applies if a Customer's supply of Electricity is metered at a Primary Voltage and the Customer supplies Transformation.</p>
<b>Special Conditions</b>	<p>1. Metering Equipment with both Demand and Energy measurement capability will normally be installed. Until such Metering Equipment is installed, or if the installed Metering Equipment does not have Demand measurement capability, Billing Demand will be as estimated by BC Hydro.</p> <p>2. Where the Customer's Demand is or is likely to be in excess of 45 kVA, BC Hydro may require such Customer to execute a special contract for Service, including such special conditions as BC Hydro, in its sole discretion considers necessary.</p>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under these Rate Schedules include an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

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**BC Hydro**

Rate Schedule 1268 – Revision 6

Effective: April 1, 2021

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**2. GENERAL SERVICE****RATE SCHEDULE 1268 – DISTRIBUTION SERVICE – IPP DISTRIBUTION  
TRANSPORTATION ACCESS**

<b>Availability</b>	For Customers who have generators connected to BC Hydro's distribution system and who want to access BC Hydro's transmission system pursuant to and in accordance with BC Hydro's Open Access Transmission Tariff (OATT).
<b>Applicable in</b>	Rate Zone I excluding Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Rate</b>	<b>Distribution Transportation Charge:</b> 0.196 ¢ per kWh
<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. The Customer is required to pay the costs, including the cost of altering existing facilities, to connect the generator to BC Hydro's distribution system in accordance with BC Hydro's Connection Requirements for Utility or Non-Utility Generation, 35 kV and Below.</li> <li>2. For Customers with self-generation (i.e., with a Customer Baseline Load (<b>CBL</b>) greater than zero), this Rate Schedule is only applicable to sales of Surplus Energy. It may not be used by self-generating Customers who appear to have varied their demand for power from BC Hydro based on the actual or anticipated difference between BC Hydro's rate for providing Service to them and the market price of power.</li> <li>3. For the purposes of this Rate Schedule, "Surplus Energy" in any period is the energy made available from generation by the Customer calculated as the difference between the Customer's CBL and the Customer's actual consumption from BC Hydro in that period.</li> </ol>

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Rate Schedule 1268 – Revision 6

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	<p>4. The Customer's CBL is established, in general, by determining the Customer's Energy consumption, on a monthly basis, for the past three years; in cases where inadequate history exists, alternative methods may be used to determine a Customer's CBL. Once established, the Customer's CBL will not be automatically adjusted for changes in the Customer's net metered consumption from BC Hydro. Any subsequent changes to the CBL must be due to changes in the Customer's load and not due to changes in its generation. The Customer must provide metered output from its generator which demonstrates an increase in generation output commensurate in time and amount with the Surplus Energy transported using this Rate Schedule. Where it appears that the Customer has transported on this Rate Schedule Energy that is not Surplus Energy, BC Hydro will provide replacement energy to the Customer's load at market prices, subject to Commission approval for such sales.</p> <p>5. The metering point to determine the electricity being delivered to BC Hydro's distribution system will be determined by BC Hydro. The electricity delivered to BC Hydro's distribution system will also be deemed to be delivered to BC Hydro's transmission system (that is, no distribution loss adjustment will be applied to the electricity from an independent power producer or self-generator when determining capacity and energy delivered to BC Hydro's transmission system).</p>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rate under this Rate Schedule includes an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

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**BC Hydro**

Rate Schedule 1280 – Revision 7

Effective: April 1, 2021

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**2. GENERAL SERVICE****RATE SCHEDULE 1280 – SHORE POWER SERVICE (DISTRIBUTION)**

<b>Availability</b>	<p>For the supply of Shore Power to Port Customers who qualify for General Service for use by Eligible Vessels while docked at the Port Customer's Port Facility, on an interruptible basis.</p> <p>Shore Power Service is supplied at 60 Hz, three phase at Primary Voltage.</p>
<b>Applicable in</b>	Rate Zone I.
<b>Rate</b>	<p><b>Administrative Charge:</b> \$150.00 per month</p> <p>plus</p> <p><b>Energy Charge:</b> 10.459 ¢ per kWh</p>
<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. BC Hydro agrees to provide Electricity under this Rate Schedule to the extent that it has energy and capacity to do so. BC Hydro may refuse or Terminate Service under this Rate Schedule in circumstances where BC Hydro does not have sufficient energy or capacity. For greater certainty, BC Hydro will not be required to construct an Extension for the purpose of increasing the capacity of BC Hydro's distribution system to provide Shore Power Service under this Rate Schedule.</li> <li>2. The terms and conditions under which Shore Power Service is supplied are contained in the Shore Power Service Agreement (Electric Tariff Supplement No. 86). The Port Customer will pay to BC Hydro the charges set out in this Rate Schedule in addition to any charges set out in the Shore Power Service Agreement.</li> <li>3. A Port Customer that provides Port Electricity at a Port Facility under Rate Schedules 1600, 1601, 1610, 1611 or 1823 is not eligible to take Shore Power Service under this Rate Schedule to provide Port Electricity to that Port Facility, or any Port Facility served by the same BC Hydro delivery facilities.</li> </ol>

ACCEPTED: \_\_\_\_\_

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Rate Schedule 1280 – Revision 7

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	4. On each occasion, if any, that BC Hydro is required to dispatch power line technicians or other workers to operate the switchgear for each connect and disconnect of Eligible Vessels docked at the Port Customer's Port Facility, BC Hydro will charge, and the Port Customer will pay, the reasonable time and labour costs for this service. The charge will be based on prevailing BC Hydro contracted labour rates and will be separately itemized on the Port Customer's monthly bill.
<b>Definitions</b>	For purposes of this Rate Schedule, capitalized terms have the meanings given to them in Electric Tariff Supplement No. 86.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.

ACCEPTED: \_\_\_\_\_

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Rate Schedules 1300, 1301, 1310, 1311 – Revision 7

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**2. GENERAL SERVICE****RATE SCHEDULES 1300, 1301, 1310, 1311 – SMALL GENERAL SERVICE  
(UNDER 35 KW)**

<b>Availability</b>	For Customers who qualify for General Service and whose Demand, metered or estimated by BC Hydro, as applicable, is less than 35 kW.  Supply is 60 hertz, single or three phase at a Secondary or Primary Voltage.
<b>Applicable in</b>	Rate Zone I and Rate Zone IB.
<b>Rate</b>	<b>Basic Charge:</b> 36.28 ¢ per day  plus  <b>Energy Charge:</b> 12.47 ¢ per kWh  <b>Minimum Charge:</b> The Basic Charge
<b>Discounts</b>	<ol style="list-style-type: none"> <li>1. A discount of 1½% will be applied to the above charges if Customer's supply of Electricity is metered at a Primary Voltage.</li> <li>2. A discount of 25 ¢ per month per kW of Demand will be applied if a Customer supplies Transformation.</li> <li>3. If a Customer is entitled to both of the above discounts, the discount for metering at a Primary Voltage will be applied first.</li> </ol>
<b>Rate Schedules</b>	<ol style="list-style-type: none"> <li>1. Rate Schedule 1300:  Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and BC Hydro supplies Transformation.</li> <li>2. Rate Schedule 1301:  Applies if a Customer's supply of Electricity is metered at a Primary Voltage and BC Hydro supplies Transformation.</li> </ol>

ACCEPTED: \_\_\_\_\_

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Rate Schedules 1300, 1301, 1310, 1311 – Revision 7

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	<p>3. Rate Schedule 1310:</p> <p>Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and the Customer supplies Transformation.</p> <p>4. Rate Schedule 1311:</p> <p>Applies if a Customer's supply of Electricity is metered at a Primary Voltage and the Customer supplies Transformation.</p>
<b>Special Conditions</b>	<p>Special Conditions for Unmetered Service:</p> <ol style="list-style-type: none"> <li>1. BC Hydro may permit unmetered Service under these Rate Schedules if it can estimate to its satisfaction the Energy used in kilowatt hours over a period of two months based on the connected load and the hours of use.</li> <li>2. The Customer, if required by BC Hydro, will provide and maintain such controls, including timing devices, as BC Hydro considers necessary, and facilities satisfactory to BC Hydro for the maintenance of such controls.</li> <li>3. The hours of use per period will be as specified by the Customer, or as estimated by BC Hydro, whichever is greater.</li> <li>4. The Customer will supply, install and maintain all wiring, fixtures, control devices and equipment, including the controls and devices described in Special Condition No. 2, at the expense of the Customer.</li> <li>5. All wiring, fixtures, control devices and equipment and the method of installing, operating and maintaining the same are subject to the approval of BC Hydro which approval may be withdrawn by BC Hydro, at any time, at BC Hydro's sole discretion.</li> <li>6. The Customer will notify BC Hydro immediately of any proposed or actual change in load, load characteristics, or hours of use.</li> </ol>

ACCEPTED: \_\_\_\_\_

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Rate Schedules 1300, 1301, 1310, 1311 – Revision 7

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7. BC Hydro may at any time, in its sole discretion, install Metering Equipment, and thereafter bill the Customer on the appropriate Rate Schedule as a metered account.
8. For display signs and signboard lighting, where hours of use are controlled by timing devices, the following turn-on times will apply, unless BC Hydro otherwise agrees in writing:

Period	Turn-on Time
January 1 to January 15:	4:00 p.m.
January 16 to February 28:	4:30 p.m.
March 1 to April 30:	6:30 p.m.
May 1 to August 15:	8:30 p.m.
August 16 to September 30:	6:30 p.m.
October 1 to November 15:	4:30 p.m.
November 16 to December 31:	4:00 p.m.

9. In all cases, where hours of use of display signs or signboard lighting commence at dusk and are controlled either by timing devices or by photo-electric cells, the following hours of use for a period of two months will be deemed for billing purposes:

Dusk to 10 p.m.:	216 hours
Dusk to 11 p.m.:	270 hours
Dusk to 12 p.m.:	330 hours
Dusk to 1 a.m.:	380 hours
Dusk to Dawn:	666 hours

(All times are Pacific Time.)

ACCEPTED: \_\_\_\_\_

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Rate Schedules 1300, 1301, 1310, 1311 – Revision 7

Effective: April 1, 2021

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	<p><b>Migration Rules:</b></p> <p>1. Migration rules from Small General Service:</p> <p>Customers taking Service under these Rate Schedules will be moved to Service:</p> <p>(a) Under Rate Schedules 1500, 1501, 1510 or 1511 (Medium General Service) if Demand in half of the last six bi-monthly billing periods or half of the last 12 monthly billing periods (as applicable) was 35 kW or more, but less than 150 kW.</p> <p>(b) Under Rate Schedules 1600, 1601, 1610 or 1611 (Large General Service) if Demand in half of the last six bi-monthly billing periods or half of the last 12 monthly billing periods (as applicable) was 150 kW or more, or if total Energy consumption in any 12 consecutive month period exceeded 550,000 kWh.</p> <p>2. Migration rules to Small General Service:</p> <p>Customers will be moved to Service under these Rate Schedules (Small General Service) from Rate Schedules 1600, 1601, 1610 or 1611 (Large General Service) or Rate Schedules 1500, 1501, 1510 or 1511 (Medium General Service) if Billing Demand in each of the last 12 billing periods was less than 35 kW.</p>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under these Rate Schedules include an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

  
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 COMMISSION SECRETARY

**2. GENERAL SERVICE****RATE SCHEDULE 1360 – PUBLIC ELECTRIC VEHICLE FAST CHARGING SERVICE (25 KW FAST CHARGING STATIONS)**

<b>Availability</b>	For electric vehicle charging by a Customer at a 25 kW Fast Charging Station.
<b>Applicable in</b>	Rate Zone I.
<b>Rate</b>	<p>For each Charging Session:</p> <p>12¢ per minute</p> <p>The rate is pro-rated on a per-second basis for each Charging Session. The total bill for each Charging Session will be rounded to the nearest cent.</p>
<b>Definitions</b>	<p>1. Charging Session</p> <p>A period of consecutive minutes, starting when Electricity commences to dispense from a Fast Charging Station to an electric vehicle and ending when the electric vehicle is charged to 100% or when the electric vehicle charging is stopped by the Customer using the Fast Charging Station, as measured by a timing device built into the Fast Charging Station.</p> <p>2. Charging Site</p> <p>A site where one or more Fast Charging Stations are located.</p> <p>3. Customer</p> <p>Any member of the public is considered a Customer of BC Hydro when taking Service under this Rate Schedule.</p>

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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Effective: May 1, 2021

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	<p>4. Fast Charging Station</p> <p>An electric vehicle charging station, owned and operated by BC Hydro, that is a fixed device capable of charging an electric vehicle using a direct current.</p> <p>5. Service</p> <p>Service for the purposes of this Rate Schedule means the provision of Electricity from a Fast Charging Station to a Customer to enable the Customer to charge an electric vehicle. A Customer does not need to apply for Service.</p> <p>For greater certainty, Service under this Rate Schedule is not to a Premises and is not unmetered Service. Further, Service under this Rate Schedule does not include the access to, and the use of, BC Hydro's website and mobile application(s) or other alternative methods to activate the use of a Fast Charging Station</p>
<b>Special Conditions</b>	<p>1. BC Hydro does not guarantee charging speeds at a Fast Charging Station.</p> <p>2. BC Hydro may disconnect, interrupt or terminate Service at a Fast Charging Station due to existing or expected system, safety, accessibility, technical, environmental or other constraints at a Charging Site or at a Fast Charging Station as determined by BC Hydro. BC Hydro will, whenever practical, give notice of such disconnection, interruption, or termination to Customers, by posting information at the Fast Charging Station and the Charging Site and on a relevant third party website. In the event of a disconnection or interruption of Service, BC Hydro, whenever possible, to provide information on the expected duration of disconnection or interruption.</p>

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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Neither BC Hydro nor any of its representatives or agent will be responsible or liable for any loss, injury, damage or expense caused by or resulting from such disconnection, interruption, or termination.

3. A Customer using the Fast Charging Station is solely responsible for the supply, compatibility, connectivity, safety and use of any third party equipment, device, hardware, software and telecommunications networks necessary for the use of the Fast Charging Station, including any and all fees. In addition to and without restriction of any other limitations of liability of BC Hydro, BC Hydro is specifically not liable for any loss, damage, injury or expense caused by or resulting from the use of such third party equipment, device, hardware, software and telecommunications networks.
4. If a Customer intends to use a BC Hydro radio frequency identification card (**RFID**) to receive Service from a Fast Charging Station, a one-time fee of \$15 will be applied for the initial purchase of the RFID card.
5. The Customer taking Service under this Rate Schedule will be billed in Canadian currency and make payment of the billed amount in full at the end of each Charging Session, through a payment method accepted by BC Hydro. Subject to Special Condition No. 4, no other fees or charges in addition to the billed amount will be applicable for the use of a Fast Charging Station.

For greater certainty, back-billing or re-billing because the original billings were discovered to be either too high (over billed) or too low (under billed) is inapplicable to the Service.

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	<p>6. The Customer taking Service under this Rate Schedule will be billed in Canadian currency and make payment of the billed amount in full at the end of each Charging Session, through a payment method accepted by BC Hydro. Subject to Special Condition No. 4, no other fees or charges in addition to the billed amount will be applicable for the use of a Fast Charging Station.</p> <p>For greater certainty, back-billing or re-billing because the original billings were discovered to be either too high (over billed) or too low (under billed) is inapplicable to the Service.</p> <p>7. BC Hydro may, in its sole discretion, waive all or part of the payment owed to BC Hydro for each Charging Session. The cause of the waiver may include metering or billing errors not attributable to, or beyond the reasonable control of, the Customer using the Fast Charging Station.</p>
<b>Taxes</b>	The rate set out in this Rate Schedule is exclusive of goods and services and provincial sales taxes.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Rate Increase/Rate Decrease</b>	The rate increases/decreases approved through the revenue requirements applications for a particular fiscal year will apply from fiscal 2023 onward.
<b>Interim Rate</b>	The rates are approved on an interim and refundable basis by BCUC Order No. G-89-21.

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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**2. GENERAL SERVICE****RATE SCHEDULES 1500, 1501, 1510, 1511 – MEDIUM GENERAL SERVICE  
(35 KW OR GREATER AND LESS THAN 150 KW)**

<b>Availability</b>	For Customers who qualify for General Service and whose Billing Demand is equal to or greater than 35 kW but less than 150 kW, and whose Energy consumption in any 12-month period is equal to or less than 550,000 kWh. Supply is 60 hertz, single or three phase at Secondary or Primary Voltage. BC Hydro reserves the right to determine the voltage of the Service Connection.
<b>Applicable in</b>	Rate Zone I.
<b>Rate</b>	<p><b>Basic Charge:</b> 26.61 ¢ per day</p> <p>plus</p> <p><b>Demand Charge:</b></p> <p>\$5.39 per kW of Billing Demand</p> <p>plus</p> <p><b>Energy Charge:</b></p> <p>9.63 ¢ per kWh</p>
<b>Discounts</b>	<ol style="list-style-type: none"> <li>1. A discount of 1½% will be applied to the above charges if a Customer's supply of Electricity is metered at a Primary Voltage.</li> <li>2. A discount of 25 ¢ per Billing Period per kW of Billing Demand will be applied to the above charges if a Customer supplies Transformation.</li> <li>3. If a Customer is entitled to both of the above discounts, the discount for metering at a Primary Voltage will be applied first.</li> </ol>

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**BC Hydro**

Rate Schedules 1500, 1501, 1510, 1511 – Revision 8

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<b>Monthly Minimum Charge</b>	50% of the highest Demand Charge billed in any Billing Period wholly within an on-peak period during the immediately preceding 11 Billing Periods. For the purpose of this provision an on-peak period commences on November 1 in any year and terminates on March 31 of the following year.
<b>Rate Schedules</b>	<ol style="list-style-type: none"> <li>1. Rate Schedule 1500:  Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and BC Hydro supplies Transformation.</li> <li>2. Rate Schedule 1501:  Applies if a Customer's supply of Electricity is metered at a Primary Voltage and BC Hydro supplies Transformation.</li> <li>3. Rate Schedule 1510:  Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and the Customer supplies Transformation.</li> <li>4. Rate Schedule 1511:  Applies if a Customer's supply of Electricity is metered at a Primary Voltage and the Customer supplies Transformation.</li> </ol>
<b>Definitions</b>	<ol style="list-style-type: none"> <li>1. Billing Demand  The Billing Demand will be the highest kW Demand in the Billing Period.</li> <li>2. Billing Period  A month between regular meter readings, provided that in cases where meter readings are not available or are delayed for any reason BC Hydro may vary the number of days in the Billing Period.</li> </ol>

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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Rate Schedules 1500, 1501, 1510, 1511 – Revision 8

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<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. Metering  Metering Equipment with both Demand and Energy measurement capability will normally be installed. Until such Metering Equipment is installed, or if the installed Metering Equipment does not have Demand measurement capability, Billing Demand will be as estimated by BC Hydro</li> <li>2. Migration Rules               <ol style="list-style-type: none"> <li>2.1. Migration rules from Medium General Service: Customers taking Service under these Rate Schedules (Medium General Service) will be moved to Service:                   <ol style="list-style-type: none"> <li>(a) Under Rate Schedules 1300, 1301, 1310 or 1311 (Small General Service) if Billing Demand in each of the last 12 consecutive Billing Periods was less than 35 kW.</li> <li>(b) Under Rate Schedules 1600, 1601, 1610 or 1611 (Large General Service) if Billing Demand in half of the last 12 Billing Periods was 150 kW or more, or if total Energy consumption in any 12 consecutive month period exceeded 550,000 kWh.</li> </ol> </li> </ol> </li> </ol>
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ACCEPTED: May 3, 2021ORDER NO. G-89-21
  
 COMMISSION SECRETARY

**BC Hydro**

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	<p>2.2. Migration rules to Medium General Service: Customers will be moved to Service under these Rate Schedules (Medium General Service):</p> <p>(a) From Rate Schedules 1600, 1601, 1610 or 1611 (Large General Service) if Billing Demand in each of the last 12 Billing Periods was 35 kW or more, but less than 100 kW, and Energy consumption during the same period was less than 400,000 kWh.</p> <p>(b) From Rate Schedules 1300, 1301, 1310 or 1311 (Small General Service) if Billing Demand in half of the last six bi-monthly Billing Periods or half of the last 12 monthly Billing Periods (as applicable) was 35 kW or more, but less than 150 kW, and total Energy consumption in the same period was less than 550,000 kWh.</p>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under these Rate Schedules include an interim rate increase of 1.16% before rounding.

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
COMMISSION SECRETARY

**2. GENERAL SERVICE****RATE SCHEDULE 1560 – PUBLIC ELECTRIC VEHICLE FAST CHARGING SERVICE (50 KW FAST CHARGING STATIONS)**

<b>Availability</b>	For electric vehicle charging by a Customer at a 50 kW Fast Charging Station.
<b>Applicable in</b>	Rate Zone I.
<b>Rate</b>	<p>For each Charging Session:</p> <p>21¢ per minute</p> <p>The rate is pro-rated on a per-second basis for each Charging Session. The total bill for each Charging Session will be rounded to the nearest cent.</p>
<b>Definitions</b>	<p>1. Charging Session</p> <p>A period of consecutive minutes, starting when Electricity commences to dispense from a Fast Charging Station to an electric vehicle and ending when the electric vehicle is charged to 100% or when the electric vehicle charging is stopped by the Customer using the Fast Charging Station, as measured by a timing device built into the Fast Charging Station.</p> <p>2. Charging Site</p> <p>A site where one or more Fast Charging Stations are located.</p> <p>3. Customer</p> <p>Any member of the public is considered a Customer of BC Hydro when taking Service under this Rate Schedule.</p>

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	<p>4. Fast Charging Station</p> <p>An electric vehicle charging station, owned and operated by BC Hydro, that is a fixed device capable of charging an electric vehicle using a direct current.</p> <p>5. Service</p> <p>Service for the purposes of this Rate Schedule means the provision of Electricity from a Fast Charging Station to a Customer to enable the Customer to charge an electric vehicle. A Customer does not need to apply for Service.</p> <p>For greater certainty, Service under this Rate Schedule is not to a Premises and is not unmetered Service. Further, Service under this Rate Schedule does not include the access to, and the use of, BC Hydro's website and mobile application(s) or other alternative methods to activate the use of a Fast Charging Station.</p>
<b>Special Conditions</b>	<p>1. BC Hydro does not guarantee charging speeds at a Fast Charging Station.</p> <p>2. BC Hydro may disconnect, interrupt or terminate Service at a Fast Charging Station due to existing or expected system, safety, accessibility, technical, environmental or other constraints at a Charging Site or at a Fast Charging Station as determined by BC Hydro. BC Hydro will, whenever practical, give notice of such disconnection, interruption, or termination to Customers, by posting information at the Fast Charging Station and the Charging Site and on a relevant third party website. In the event of a disconnection or interruption of Service, BC Hydro, whenever possible, to provide information on the expected duration of disconnection or interruption.</p>

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Neither BC Hydro nor any of its representatives or agent will be responsible or liable for any loss, injury, damage or expense caused by or resulting from such disconnection, interruption, or termination.

3. A Customer using the Fast Charging Station is solely responsible for the supply, compatibility, connectivity, safety and use of any third party equipment, device, hardware, software and telecommunications networks necessary for the use of the Fast Charging Station, including any and all fees. In addition to and without restriction of any other limitations of liability of BC Hydro, BC Hydro is specifically not liable for any loss, damage, injury or expense caused by or resulting from the use of such third party equipment, device, hardware, software and telecommunications networks.
4. If a Customer intends to use a BC Hydro radio frequency identification card (**RFID**) to receive Service from a Fast Charging Station, a one-time fee of \$15 will be applied for the initial purchase of the RFID card.
5. The Customer taking Service under this Rate Schedule will be billed in Canadian currency and make payment of the billed amount in full at the end of each Charging Session, through a payment method accepted by BC Hydro. Subject to Special Condition No. 4, no other fees or charges in addition to the billed amount will be applicable for the use of a Fast Charging Station.

For greater certainty, back-billing or re-billing because the original billings were discovered to be either too high (over-billed) or too low (under-billed) is inapplicable to the Service.

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	6. BC Hydro may, in its sole discretion, waive all or part of the payment owed to BC Hydro for each Charging Session. The cause of the waiver may include metering or billing errors not attributable to, or beyond the reasonable control of, the Customer using the Fast Charging Station.
<b>Taxes</b>	The rate set out in this Rate Schedule is exclusive of goods and services and provincial sales taxes.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Rate Increase/ Rate Decrease</b>	The rate increases/decreases approved through the revenue requirements applications for a particular fiscal year will apply from fiscal 2023 onward.
<b>Interim Rate</b>	The rates are approved on an interim and refundable basis by BCUC Order No. G-89-21.

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
COMMISSION SECRETARY

**2. GENERAL SERVICE****RATE SCHEDULE 1561 – PUBLIC ELECTRIC VEHICLE FAST CHARGING SERVICE (100 KW FAST CHARGING STATIONS)**

<b>Availability</b>	For electric vehicle charging by a Customer at a 100 kW Fast Charging Station.
<b>Applicable in</b>	Rate Zone I.
<b>Rate</b>	<p>For each Charging Session:</p> <p>27¢ per minute</p> <p>The rate is pro-rated on a per-second basis for each Charging Session. The total bill for each Charging Session will be rounded to the nearest cent.</p>
<b>Definitions</b>	<p>1. Charging Session</p> <p>A period of consecutive minutes, starting when Electricity commences to dispense from a Fast Charging Station to an electric vehicle and ending when the electric vehicle is charged to 100% or when the electric vehicle charging is stopped by the Customer using the Fast Charging Station, as measured by a timing device built into the Fast Charging Station.</p> <p>2. Charging Site</p> <p>A site where one or more Fast Charging Stations are located.</p> <p>3. Customer</p> <p>Any member of the public is considered a Customer of BC Hydro when taking Service under this Rate Schedule.</p>

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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	<p>4. Fast Charging Station</p> <p>An electric vehicle charging station, owned and operated by BC Hydro, that is a fixed device capable of charging an electric vehicle using a direct current.</p> <p>5. Service</p> <p>Service for the purposes of this Rate Schedule means the provision of Electricity from a Fast Charging Station to a Customer to enable the Customer to charge an electric vehicle. A Customer does not need to apply for Service.</p> <p>For greater certainty, Service under this Rate Schedule is not to a Premises and is not unmetered Service. Further, Service under this Rate Schedule does not include the access to, and the use of, BC Hydro's website and mobile application(s) or other alternative methods to activate the use of a Fast Charging Station.</p>
<b>Special Conditions</b>	<p>1. BC Hydro does not guarantee charging speeds at a Fast Charging Station.</p> <p>2. BC Hydro may disconnect, interrupt or terminate Service at a Fast Charging Station due to existing or expected system, safety, accessibility, technical, environmental or other constraints at a Charging Site or at a Fast Charging Station as determined by BC Hydro. BC Hydro will, whenever practical, give notice of such disconnection, interruption, or termination to Customers, by posting information at the Fast Charging Station and the Charging Site and on a relevant third party website. In the event of a disconnection or interruption of Service, BC Hydro, whenever possible, to provide information on the expected duration of disconnection or interruption.</p>

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Neither BC Hydro nor any of its representatives or agent will be responsible or liable for any loss, injury, damage or expense caused by or resulting from such disconnection, interruption, or termination.

3. A Customer using the Fast Charging Station is solely responsible for the supply, compatibility, connectivity, safety and use of any third party equipment, device, hardware, software and telecommunications networks necessary for the use of the Fast Charging Station, including any and all fees. In addition to and without restriction of any other limitations of liability of BC Hydro, BC Hydro is specifically not liable for any loss, damage, injury or expense caused by or resulting from the use of such third party equipment, device, hardware, software and telecommunications networks.

4. If a Customer intends to use a BC Hydro radio frequency identification card (**RFID**) to receive Service from a Fast Charging Station, a one time fee of \$15 will be applied for the initial purchase of the RFID card.

5. The Customer taking Service under this Rate Schedule will be billed in Canadian currency and make payment of the billed amount in full at the end of each Charging Session, through a payment method accepted by BC Hydro. Subject to Special Condition No. 4, no other fees or charges in addition to the billed amount will be applicable for the use of a Fast Charging Station.

For greater certainty, back-billing or re-billing because the original billings were discovered to be either too high (over billed) or too low (under billed) is inapplicable to the Service.

6. BC Hydro may, in its sole discretion, waive all or part of the payment owed to BC Hydro for each Charging Session. The cause of the waiver may include metering or billing errors not attributable to, or beyond the reasonable control of, the Customer using the Fast Charging Station.

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<b>Taxes</b>	The rate set out in this Rate Schedule is exclusive of goods and services and provincial sales taxes.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Rate Increase / Rate Decrease</b>	The rate increases/decreases approved through the revenue requirements applications for a particular fiscal year will apply from fiscal 2023 onward.
<b>Interim Rate</b>	The rates are approved on an interim and refundable basis by BCUC Order No. G-89-21.

ACCEPTED: May 3, 2021ORDER NO. G-89-21  
COMMISSION SECRETARY

**2. GENERAL SERVICE****RATE SCHEDULES 1600, 1601, 1610, 1611 – LARGE GENERAL SERVICE  
(150 KW AND OVER)**

<b>Availability</b>	For Customers who qualify for General Service and whose Billing Demand is equal to or greater than 150 kW, or whose Energy consumption in any 12 month period is greater than 550,000 kWh. Supply is 60 hertz, single or three phase at Secondary or Primary Voltage. BC Hydro reserves the right to determine the voltage of the Service Connection.
<b>Applicable in</b>	Rate Zone I.
<b>Rate</b>	<p><b>Basic Charge:</b> 26.61 ¢ per day</p> <p>plus</p> <p><b>Demand Charge:</b></p> <p>\$12.28 per kW of Billing Demand</p> <p>plus</p> <p><b>Energy Charge:</b></p> <p>6.03 ¢ per kWh</p>
<b>Discounts</b>	<ol style="list-style-type: none"> <li>1. A discount of 1½% will be applied to the above charges if a Customer's supply of Electricity is metered at a Primary Voltage.</li> <li>2. A discount of 25 ¢ per Billing Period per kW of Billing Demand will be applied to the above charges if a Customer supplies Transformation.</li> <li>3. If a Customer is entitled to both of the above discounts, the discount for metering at a Primary Voltage will be applied first.</li> </ol>

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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Rate Schedules 1600, 1601, 1610, 1611 – Revision 8

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<b>Monthly Minimum Charge</b>	50% of the highest Demand Charge billed in any Billing Period wholly within an on-peak period during the immediately preceding 11 Billing Periods. For the purpose of this provision an on-peak period commences on November 1 in any year and terminates on March 31 of the following year.
<b>Rate Schedules</b>	<ol style="list-style-type: none"> <li>1. Rate Schedule 1600:  Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and BC Hydro supplies Transformation.</li> <li>2. Rate Schedule 1601:  Applies if a Customer's supply of Electricity is metered at a Primary Voltage and BC Hydro supplies Transformation.</li> <li>3. Rate Schedule 1610:  Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and the Customer supplies Transformation.</li> <li>4. Rate Schedule 1611:  Applies if a Customer's supply of Electricity is metered at a Primary Voltage and the Customer supplies Transformation.</li> </ol>
<b>Definitions</b>	<ol style="list-style-type: none"> <li>1. Billing Demand  The Billing Demand will be the highest kW Demand in the Billing Period.</li> <li>2. Billing Period  A month between regular meter readings, provided that where meter readings are not available or are delayed for any reason BC Hydro may vary the number of days in the Billing Period.</li> </ol>

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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**BC Hydro**

Rate Schedules 1600, 1601, 1610, 1611 – Revision 8

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<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. Metering  Metering Equipment with both Demand and Energy measurement capability will normally be installed. Until such Metering Equipment is installed, or if the installed Metering Equipment does not have Demand measurement capability, Billing Demand will be as estimated by BC Hydro.</li> <li>2. Migration Rules <ol style="list-style-type: none"> <li>2.1. Migration rules from Large General Service: Customers taking Service under these Rate Schedules (Large General Service) will be moved to Service: <ol style="list-style-type: none"> <li>(a) Under Rate Schedules 1300, 1301, 1310 or 1311 (Small General Service) if Billing Demand in each of the last 12 consecutive Billing Periods was less than 35 kW.</li> <li>(b) Under Rate Schedules 1500, 1501, 1510 or 1511 (Medium General Service) if Billing Demand in each of the last 12 consecutive Billing Periods was 35 kW or more but less than 100 kW, and Energy consumption in the same period was less than 400,000 kWh.</li> </ol> </li> <li>2.2. Migration rules to Large General Service: Customers will be moved to Service under these Rate Schedules (Large General Service) from Rate Schedules 1300, 1301, 1310 or 1311 (Small General Service) or Rate Schedules 1500, 1501, 1510 or 1511 (Medium General Service) if Billing Demand in half of the last six bi-monthly Billing Periods or half of the last 12 monthly Billing Periods (as applicable) was 150 kW or more, or if total Energy consumption in any 12 consecutive month period exceeded 550,000 kWh.</li> </ol> </li> </ol>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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Rate Schedules 1600, 1601, 1610, 1611 – Revision 8

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<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under these Rate Schedules include an interim rate increase of 1.16% before rounding.
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ACCEPTED: May 3, 2021

ORDER NO. G-89-21

  
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**BC Hydro**

Rate Schedules 1640, 1641, 1642, 1643 – Revision 4

Effective: May 1, 2021

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**2. GENERAL SERVICE****RATE SCHEDULES 1640, 1641, 1642, 1643 – OVERNIGHT RATE (150 KW AND OVER)**

<b>Availability</b>	For Customers who qualify for General Service where the Customer is a business, government agency or other organization. For use only for separately metered charging of Electric Fleet Vehicles or Vessels owned or leased by, and operated by, the Customer, at Maximum Demand equal to or greater than 150 kW. Supply is 60 hertz, single or three phase at Secondary or Primary Voltage. BC Hydro reserves the right to determine the voltage of the Service Connection.
<b>Applicable in</b>	Rate Zone 1.
<b>Rate</b>	<p><b>Basic Charge:</b> 26.61 ¢ per day</p> <p>plus</p> <p><b>Demand Charge:</b> \$12.28 per kW of Billing Demand per Billing Period</p> <p>plus</p> <p><b>Energy Charge:</b> 7.41 ¢ per kWh</p>
<b>Discounts</b>	<ol style="list-style-type: none"> <li>1. A discount of 1½% will be applied to the above charges if a Customer's supply of Electricity is metered at a Primary Voltage.</li> <li>2. A discount of 25 ¢ per Billing Period per kW of Billing Demand will be applied to the above charges if a Customer supplies Transformation.</li> <li>3. If a Customer is entitled to both of the above discounts, the discount for metering at a Primary Voltage will be applied first.</li> </ol>

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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<b>Monthly Minimum Charge</b>	50% of the highest Demand Charge billed in any Billing Period wholly within an on-peak period during the immediately preceding 11 Billing Periods. For the purpose of this provision an on-peak period commences on November 1 in any year and terminates on March 31 of the following year.
<b>Rate Schedules</b>	<ol style="list-style-type: none"> <li>1. Rate Schedule 1640:  Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and BC Hydro supplies Transformation.</li> <li>2. Rate Schedule 1641:  Applies if a Customer's supply of Electricity is metered at a Primary Voltage and BC Hydro supplies Transformation.</li> <li>3. Rate Schedule 1642:  Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and the Customer supplies Transformation.</li> <li>4. Rate Schedule 1643:  Applies if a Customer's supply of Electricity is metered at a Primary Voltage and the Customer supplies Transformation.</li> </ol>
<b>Definitions</b>	<ol style="list-style-type: none"> <li>1. Billing Demand  The Billing Demand will be the highest kW Demand between the hours 06:00 and 22:00 daily in the Billing Period.  Notwithstanding the foregoing, the Billing Demand will be the highest kW Demand in the Billing Period for the purposes of determining: (i) any discount under this Rate Schedule for Customer supplied Transformation; and (ii) BC Hydro's contribution towards an Extension under section 8.3 (Extension Fee for Rate Zone I).</li> </ol>

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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**BC Hydro**

Rate Schedules 1640, 1641, 1642, 1643 – Revision 4

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	<p>2. Billing Period</p> <p>A month between regular meter readings, provided that where meter readings are not available or are delayed for any reason BC Hydro may vary the number of days in the Billing Period.</p> <p>3. Electric Fleet Vehicle or Vessel</p> <p>A Vehicle or Vessel that:</p> <p>(a) Is powered entirely or partially by electricity; and</p> <p>(b) Is part of a group of similar Vehicles or Vessels that are used for similar purposes.</p> <p>4. Vehicle</p> <p>A vehicle used for transportation, not run on rails, and includes, without limitation, buses, medium duty trucks and heavy duty trucks.</p> <p>5. Vessel</p> <p>A watercraft used for transportation and includes, without limitation, passenger and vehicle ferries, tugs and barge transportation.</p>
<b>Special Conditions</b>	<p>1. Metering</p> <p>Metering Equipment with both Demand and Energy measurement capability will be installed. Only charging of Electric Fleet Vehicles or Vessels and related equipment will be served under these Rate Schedules.</p> <p>2. Migration</p> <p>Customers taking service under these Rate Schedules will not be migrated to Rate Schedules 1300, 1301, 1310, or 1311 (Small General Service) or Rate Schedules 1500, 1501, 1510 or 1511 (Medium General Service) due to changes in load size. BC Hydro will review this Special Condition in its evaluation report planned for the third year after which the rate commences.</p>

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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**BC Hydro**

Rate Schedules 1640, 1641, 1642, 1643 – Revision 4

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	<p>3. Concurrent Service under other Rate Schedules</p> <p>BC Hydro will not provide service to equipment installed for service under these Rate Schedules under any other rate schedule except Rate Schedule 1901.</p>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under these Rate Schedules include an interim rate increase of 1.16% before rounding.

ACCEPTED: May 3, 2021ORDER NO. G-89-21  
COMMISSION SECRETARY

**2. GENERAL SERVICE****RATE SCHEDULES 1650, 1651, 1652, 1653 – DEMAND TRANSITION RATE  
(150 KW AND OVER)**

<b>Availability</b>	For Customers who qualify for General Service where the Customer is a business, government agency or other organization. For use only for separately metered charging of Electric Fleet Vehicles or Vessels owned or leased by, and operated by, the Customer, at Maximum Demand equal to or greater than 150 kW. Supply is 60 hertz, single or three phase at Secondary or Primary Voltage. BC Hydro reserves the right to determine the voltage of the Service Connection.
<b>Applicable in</b>	Rate Zone 1.
<b>Termination Date</b>	These Rate Schedules will terminate effective March 31, 2032. As of April 1, 2032 customers will be migrated to Rate Schedules 16xx or the otherwise applicable rate.
<b>Rate</b>	<p><b>Basic Charge:</b> 26.61 ¢ per day</p> <p>plus</p> <p><b>Demand Charge:</b> \$0 per kW of Billing Demand until March 31, 2026</p> <p>plus</p> <p><b>Energy Charge:</b> 9.13 ¢ per kWh</p>
<b>Discounts</b>	<ol style="list-style-type: none"> <li>1. A discount of 1½% will be applied to the above charges if a Customer's supply of Electricity is metered at a Primary Voltage.</li> <li>2. A discount of 25 ¢ per Billing Period per kW of Billing Demand will be applied to the above charges if a Customer supplies Transformation.</li> <li>3. If a Customer is entitled to both of the above discounts, the discount for metering at a Primary Voltage will be applied first.</li> </ol>

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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Rate Schedules 1650, 1651, 1652, 1653 – Revision 4

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<b>Monthly Minimum Charge</b>	50% of the highest Demand Charge billed in any Billing Period wholly within an on-peak period during the immediately preceding 11 Billing Periods. For the purpose of this provision an on-peak period commences on November 1 in any year and terminates on March 31 of the following year.
<b>Rate Schedules</b>	<ol style="list-style-type: none"> <li>1. Rate Schedule 1650:  Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and BC Hydro supplies Transformation.</li> <li>2. Rate Schedule 1651:  Applies if a Customer's supply of Electricity is metered at a Primary Voltage and BC Hydro supplies Transformation.</li> <li>3. Rate Schedule 1652:  Applies if a Customer's supply of Electricity is metered at a Secondary Voltage and the Customer supplies Transformation.</li> <li>4. Rate Schedule 1653:  Applies if a Customer's supply of Electricity is metered at a Primary Voltage and the Customer supplies Transformation.</li> </ol>
<b>Definitions</b>	<ol style="list-style-type: none"> <li>1. Billing Demand  The Billing Demand will be the highest kW Demand in the Billing Period.</li> <li>2. Billing Period  A month between regular meter readings, provided that where meter readings are not available or are delayed for any reason BC Hydro may vary the number of days in the Billing Period.</li> </ol>

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**BC Hydro**

Rate Schedules 1650, 1651, 1652, 1653 – Revision 4

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	<p>3. Electric Fleet Vehicle or Vessel</p> <p>A Vehicle or Vessel that:</p> <p>(a) Is powered entirely or partially by electricity; and</p> <p>(b) Is part of a group of similar vehicles or Vessels that are used for similar purposes.</p> <p>4. Vehicle</p> <p>A vehicle used for transportation, not run on rails, and includes, without limitation, buses, medium duty trucks and heavy duty trucks.</p> <p>5. Vessel</p> <p>A watercraft used for transportation and includes, without limitation, passenger and vehicle ferries, tugs and barge transportation.</p>
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ACCEPTED: May 3, 2021ORDER NO. G-89-21  
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**BC Hydro**

Rate Schedules 1650, 1651, 1652, 1653 – Revision 4

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**Special  
Conditions****1. Demand and Energy Charge Pricing**

The Demand and Energy Charge Pricing over the period that these Rate Schedules are in effect is provided in the following table.

No Demand Charge shall apply to Customers receiving service under these Rate Schedules for the first six years of the rate, from April 1, 2020 to March 31, 2026. As of April 1, 2026 the Demand Charge will be transitioned to the Rate Schedules 1600, 1601, 1610 and 1611 (Large General Service) Demand Charge over six years and completed by March 31, 2032, unless otherwise authorized by the Commission.

The Energy Charge will be subject to general rate increases during the period of April 1, 2020 to March 31, 2026. As of April 1, 2026 the Energy Charge will be transitioned to the Rate Schedules 1600, 1601, 1610 and 1611 (Large General Service) Energy Charge over six years, to March 31, 2032, unless otherwise authorized by the Commission.

ACCEPTED: May 3, 2021ORDER NO. G-89-21  
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**BC Hydro**

Rate Schedules 1650, 1651, 1652, 1653 – Revision 4

Effective: May 1, 2021

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Effective Date	Fiscal Year	Demand Charge	Energy Charge
April 1, 2020	F2021	\$0	9.03 ¢ per kWh
April 1, 2021	F2022	\$0	9.13 ¢ per kWh
April 1, 2022	F2023	\$0	F2022 Energy Charge x RRA increase
April 1, 2023	F2024	\$0	F2023 Energy Charge x RRA increase
April 1, 2024	F2025	\$0	F2024 Energy Charge x RRA increase
April 1, 2025	F2026	\$0	F2025 Energy Charge x RRA increase
April 1, 2026	F2027	F2026 Demand Charge + [F2027 LGS Demand Charge ÷ 6]	F2026 Energy Charge + [F2027 LGS Energy Charge] ÷ 6
April 1, 2027	F2028	F2027 Demand Charge + [F2028 LGS Demand Charge-F2027 Demand Charge] ÷ 5	F2027 Energy Charge + [F2028 LGS Energy Charge-F2027 Energy Charge] ÷ 5
April 1, 2028	F2029	F2028 Demand Charge + [F2029 LGS Demand Charge-F2028 Demand Charge] ÷ 4	F2028 Energy Charge + [F2029 LGS Energy Charge-F2028 Energy Charge] ÷ 4
April 1, 2029	F2030	F2029 Demand Charge + [F2030 LGS Demand Charge-F2029 Demand Charge] ÷ 3	F2029 Energy Charge + [F2030 LGS Energy Charge-F2029 Energy Charge] ÷ 3
April 1, 2030	F2031	F2030 Demand Charge + [F2031 LGS Demand Charge-F2030 Demand Charge] ÷ 2	F2030 Energy Charge + [F2031 LGS Energy Charge-F2030 Energy Charge] ÷ 2
April 1, 2031	F2032	F2032 LGS Demand Charge	F2032 LGS Energy Charge

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
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**BC Hydro**

Rate Schedules 1650, 1651, 1652, 1653 – Revision 4

Effective: May 1, 2021

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	<p>2. Metering</p> <p>Metering Equipment with both Demand and Energy measurement capability will be installed. Only charging of Electric Fleet Vehicles or Vessels and related equipment will be served under this rate schedule.</p> <p>3. Migration</p> <p>Customers taking service under these Rate Schedules will not be migrated to Rate Schedules 1300, 1301, 1310, or 1311 (Small General Service) or Rate Schedules 1500, 1501, 1510 or 1511 (Medium General Service) due to changes in load size. BC Hydro will review this Special Condition in its evaluation report planned for the third year after which the rate commences.</p> <p>4. Concurrent Service under other Rate Schedules</p> <p>BC Hydro will not provide service to equipment installed for service under these Rate Schedules under any other rate schedule except Rate Schedule 1901.</p>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under these Rate Schedules, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under these Rate Schedules include an interim rate increase of 1.16% before rounding.

ACCEPTED: May 3, 2021ORDER NO. G-89-21

  
COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 1401 – Revision 5

Effective: April 1, 2021

Page 3-1

**3. IRRIGATION SERVICE****RATE SCHEDULE 1401 – IRRIGATION SERVICE**

<b>Availability</b>	For motor loads of 746 watts or more used for irrigation and outdoor sprinkling where Electricity will be used principally during the Irrigation Season as defined below. Supply is 60 hertz, single or three phase at the Secondary or Primary Voltage available. BC Hydro reserves the right to determine the voltage of the Service Connection.
<b>Applicable in</b>	Rate Zone I and Rate Zone IB.
<b>Rate</b>	<p>1. During the Irrigation Season:</p> <p><b>Energy Charge:</b> 6.09 ¢ per kWh</p> <p><b>Minimum Charge:</b> \$6.09 per kilowatt of connected load per month for a period of eight months commencing in March in any year whether Energy consumption is registered or not.</p> <p>2. During the Non-Irrigation Season:</p> <p><b>Energy Charge:</b></p> <p>First 150 kWh @ 6.09 ¢ per kWh</p> <p>All additional kWh @ 48.28 ¢ per kWh</p> <p><b>Minimum Charge:</b></p> <p>Where Energy consumption is 500 kWh or less, Nil.</p> <p>Where Energy consumption is more than 500 kWh, \$48.71 per kilowatt of connected load.</p>
<b>Discount for Ownership of Transformers</b>	A discount of 25 ¢ per month per kW of connected load will be applied to the above charges if a Customer supplies the Transformation.

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_


  
COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 1401 – Revision 5

Effective: April 1, 2021

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<b>Definitions</b>	<p>1. Irrigation Season:</p> <p>In respect of each Service Connection the period commencing with a meter reading on or about March 1 in any year, having a mid-season meter reading on or about July 31, and ending with a meter reading on or about October 31 in that same year. BC Hydro may, in its discretion extend such period by postponing the termination date to any date not later than November 30, for the sole purpose of permitting a Customer to fill reservoirs necessary for the operation of the irrigation or sprinkling system.</p> <p>2. Non-Irrigation Season:</p> <p>The period commencing at the end of one Irrigation Season and terminating at the beginning of the next Irrigation Season.</p>
<b>Special Conditions</b>	<p>1. No equipment provided with Electricity under this Rate Schedule will be served with Electricity under any other Rate Schedule while the Customer's Service Agreement under this Rate Schedule is in force.</p> <p>2. Normally the Service Connection will be energized during the Non-Irrigation Season, but will be Disconnected if a Customer so requests.</p> <p>3. The Minimum Charge during the Irrigation Season will commence in March for an account that has not been Terminated by the Customer, whether or not the Service Connection is energized and will be billed in two installments, at the end of July and at the end of October.</p> <p>4. For the Irrigation Season, a bill will be rendered following the July and October meter readings. The first bill will be the greater of the Energy Charge and the Minimum Charge for the period March 1 to July 31. The second bill will be the greater of the Energy Charge for the season and the Minimum Charge for the season, less payment received for the first billing charges.</p>

ACCEPTED: \_\_\_\_\_

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**BC Hydro**

Rate Schedule 1401 – Revision 5

Effective: April 1, 2021

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	<p>5. For the Non-Irrigation Season a bill will be rendered following the March meter reading provided that there is registered Energy consumption.</p> <p>6. If a motor is rated in horsepower, the conversion factor from horsepower to kilowatts will be:</p> <p>1 horsepower = 0.746 kilowatts</p>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under this Rate Schedule include an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

  
COMMISSION SECRETARY



**4. STREET LIGHTING SERVICE****RATE SCHEDULE 1701 – OVERHEAD STREET LIGHTING**

<b>Availability</b>	For lighting of public highways, streets and lanes in cases where BC Hydro owns, installs and maintains the fixtures, conductors, controls and poles.																				
<b>Applicable in</b>	Any area served by suitable overhead distribution lines.																				
<b>Rate</b>	<p>Per fixture per month as set out below:</p> <table> <tr> <td>50 watt or less LED unit</td><td>\$15.25</td></tr> <tr> <td>51 to 80 watt LED unit</td><td>\$18.99</td></tr> <tr> <td>81 to 120 watt LED unit</td><td>\$23.77</td></tr> <tr> <td>greater than 120 watt LED unit</td><td>\$27.89</td></tr> <tr> <td>*100 watt H.P. sodium vapour unit</td><td>\$19.50</td></tr> <tr> <td>*150 watt H.P. sodium vapour unit</td><td>\$23.27</td></tr> <tr> <td>*200 watt H.P. sodium vapour unit</td><td>\$26.86</td></tr> <tr> <td>*175 watt mercury vapour unit</td><td>\$21.44</td></tr> <tr> <td>*250 watt mercury vapour unit</td><td>\$24.70</td></tr> <tr> <td>*400 watt mercury vapour unit</td><td>\$31.84</td></tr> </table> <p>Wattages are unit wattages for LED and lamp watts for high pressure sodium vapour and mercury vapour.</p> <p>* Note Special Condition No. 2.</p>	50 watt or less LED unit	\$15.25	51 to 80 watt LED unit	\$18.99	81 to 120 watt LED unit	\$23.77	greater than 120 watt LED unit	\$27.89	*100 watt H.P. sodium vapour unit	\$19.50	*150 watt H.P. sodium vapour unit	\$23.27	*200 watt H.P. sodium vapour unit	\$26.86	*175 watt mercury vapour unit	\$21.44	*250 watt mercury vapour unit	\$24.70	*400 watt mercury vapour unit	\$31.84
50 watt or less LED unit	\$15.25																				
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*175 watt mercury vapour unit	\$21.44																				
*250 watt mercury vapour unit	\$24.70																				
*400 watt mercury vapour unit	\$31.84																				
<b>Special Conditions</b>	<p>1. Connection Charge</p> <p>No charge will be made for Service Connections.</p>																				

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_



COMMISSION SECRETARY

	<p>2. Mercury Vapour and High Pressure Sodium Vapour</p> <p>Mercury vapour fixtures and high pressure sodium vapour fixtures are not available for new installations.</p> <p>3. Extension Policy</p> <p>BC Hydro will construct a distribution Extension if required by the applicant in accordance with the Terms and Conditions of the Electric Tariff as applicable.</p> <p>When, at the Customer's request, a new fixture replaces an existing fixture, the Customer will pay to BC Hydro the original cost of the existing fixture, less any accumulated depreciation, and the cost of removing the existing fixture.</p> <p>4. Relocation and Redirection of Fixtures</p> <p>The Customer will pay the full cost of relocating or redirecting fixtures when the change is made at the request of the Customer.</p> <p>5. Design</p> <p>BC Hydro will design the installation of overhead street lighting fixtures.</p> <p>6. Street Lights Failing to Operate</p> <p>BC Hydro will, without charge, replace street lights or components that fail to operate, unless breakage is the reason for such failure in which case the Customer will be charged the cost of the material required to make the fixture operate.</p> <p>7. Term of Service Agreement</p> <p>The term of the initial Service Agreement under this Rate Schedule will be not more than five years; renewal periods will be for five years.</p>
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ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_



COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 1701 – Revision 7

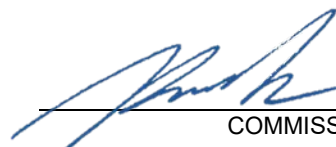
Effective: May 1, 2021

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<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Supplemental Charge</b>	Effective May 1, 2021, a transition rate supplemental charge equal to \$2.06 per fixture per month applies to all street lights billed under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	<p>Effective April 1, 2021 the rates under this Rate Schedule include an interim rate increase of 1.16% before rounding.</p> <p>Effective May 1, 2021 this Rate Schedule includes an interim supplemental charge.</p>

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_



COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 1702 – Revision 5

Effective: April 1, 2021

Page 4-4

**4. STREET LIGHTING SERVICE****RATE SCHEDULE 1702 – PUBLIC AREA ORNAMENTAL STREET LIGHTING**

<b>Availability</b>	For lighting of public highways, streets and lanes and municipal pathways and for public area seasonal lighting displays, in those cases where the Customer owns, installs and maintains the standards, fixtures, conductors and controls.
<b>Applicable in</b>	All Rate Zones.
<b>Rate</b>	<p><b>Energy Charge:</b></p> <p>For each unmetered fixture: 3.75 ¢ per watt of Billing Wattage per month</p> <p>For each metered fixture: 11.27 ¢ per kWh</p>
<b>Definitions</b>	<p>Billable Wattage is the sum of all wattage, on all fixtures used by the Customer. For fixtures without dimming controls, the watts per fixture will include the wattage of the lamp plus, where applicable, the wattage of the ballast. For fixtures with dimming controls, the watts per fixture will be equal to:</p> <ol style="list-style-type: none"> <li>1. The wattage of the lamp plus, where applicable, the wattage of the ballast, multiplied by</li> <li>2. The ratio of effective fixture wattage after dimming to fixture wattage before dimming.</li> </ol>

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_


  
COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 1702 – Revision 5

Effective: April 1, 2021

Page 4-5

<b>Special Conditions</b>	<p>1. Service Connection</p> <p>Where necessary BC Hydro will provide an overhead or underground Service Connection in accordance with the Terms and Conditions of the Electric Tariff. No Service Connection will be made to add any ornamental street lighting system which does not provide for eight or more street lighting fixtures except that, if the potential is 120/240 volts, at BC Hydro's discretion, a Service Connection may be made for a system of less than eight.</p> <p>Receptacle loads will be permitted for Service under this Rate Schedule provided that such receptacles are used predominantly for seasonal lighting displays, meaning that no more than 10% of the usage may be for other purposes.</p> <p>2. Extension Policy</p> <p>BC Hydro will construct a distribution Extension if required by the applicant in accordance with the Terms and Conditions of the Electric Tariff.</p> <p>3. Power Factor</p> <p>All installations of mercury vapour, sodium vapour or fluorescent lamps will be equipped with the necessary auxiliaries to assure that a Power Factor of not less than 90% lagging will be maintained.</p> <p>4. Term of Service Agreement</p> <p>The term of the initial Service Agreement under this Rate Schedule will be not more than five years; renewal periods will be for five years.</p>
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ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

  
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 COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 1702 – Revision 5

Effective: April 1, 2021

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**5. Fixtures with Automated Dimming Controls**

The following special terms and conditions apply to lighting fixtures fitted with dimming controls:

- (a) For purposes of this Special Condition No. 5, “dimming controls” means control units or fittings attached to, or forming part of, a street lighting fixture capable of being programmed or remotely operated so as to reduce the lumens output of the lamps during specified hours each day while the lamps are in operation. The reductions may vary according to the hours of the day, the days of the week, and the seasons of the year.
- (b) A Customer wishing to have fixtures with dimming controls separately rated under this Rate Schedule must submit a dimming schedule satisfactory to BC Hydro listing each light fixture fitted with dimming controls, the wattage of the fixture (including the lamp and, where applicable, the ballast), the dimming control setting or settings and the hours each day that the dimming control setting or settings will be in operation.
- (c) Whenever the Customer wishes to make changes in the lighting fixtures listed in the dimming schedule or in the dimming control settings or hours of operation, the Customer will submit an updated lighting fixture schedule to BC Hydro listing any changes. Changes will be permitted on a semi-annual basis (twice per year).

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_


  
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**BC Hydro**

Rate Schedule 1702 – Revision 5

Effective: April 1, 2021

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	<p>6. Unmetered Service</p> <p>(a) BC Hydro may permit unmetered Service under this Rate Schedule if it can estimate to its satisfaction the Energy used in kilowatt hours over a period of one month based on the connected load and hours of use.</p> <p>(b) The Customer will notify BC Hydro immediately of any proposed or actual change in load, or load characteristics, or hours of use.</p> <p>(c) BC Hydro, in its discretion, may at any time install Metering Equipment and thereafter bill the Customer on the Energy consumption registered.</p>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under this Rate Schedule include an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

  
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 COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 1703 – Revision 5

Effective: April 1, 2021

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**4. STREET LIGHTING SERVICE****RATE SCHEDULE 1703 – STREET LIGHTING SERVICE**

<b>Availability</b>	For lighting of public highways, streets and lanes in those cases where the Customer owns, installs and maintains the fixtures, conductors and controls on poles of BC Hydro. Available only to Customers formerly taking Service on Rate Schedule 1755, 1756, 1757, 1758, 1759 or 1767, to the City of New Westminster in respect of a portion of D.L. 172, to the Municipality of Sparwood and to the City of Vancouver.
<b>Applicable in</b>	The Cities of Victoria and Prince Rupert, the Municipalities of Oak Bay, Esquimalt, Saanich and Central Saanich, the Village of Sidney, the unorganized areas of Port Renfrew and Shawnigan Lake, a portion of D.L. 172 in the City of New Westminster, Natal and the City of Vancouver.
<b>Rate</b>	<p><b>Energy Charge:</b> 3.75 ¢ per watt of Billing Wattage per month plus</p> <p><b>Contact Charge:</b> \$1.12 per contact per month</p> <p>The Contact Charge is a per fixture charge for the use of pole space.</p>
<b>Definitions</b>	<p>Billable Wattage is the sum of all wattage, on all fixtures used by the Customer. For fixtures without dimming controls, the watts per fixture will include the wattage of the lamp plus, where applicable, the wattage of the ballast. For fixtures with dimming controls, the watts per fixture will be equal to:</p> <ol style="list-style-type: none"> <li>1. The wattage of the lamp plus, where applicable, the wattage of the ballast, multiplied by</li> <li>2. The ratio of effective fixture wattage after dimming to fixture wattage before dimming.</li> </ol>

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

  
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 COMMISSION SECRETARY



**BC Hydro**

Rate Schedule 1703 – Revision 5

Effective: April 1, 2021

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<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. Extension Policy  No Extension will be made to provide Service to street lights under this Rate Schedule.</li> <li>2. Power Factor  All installations of mercury vapour, sodium vapour or fluorescent lamps will be equipped with the necessary auxiliaries to assure that a Power Factor of not less than 90% lagging will be maintained.</li> <li>3. Term of Service Agreement  The term of the initial Service Agreement under this Rate Schedule will be not more than five years; renewal periods will be for five years.</li> <li>4. Fixtures with Automated Dimming Controls  The following special terms and conditions apply to lighting fixtures fitted with dimming controls: <ol style="list-style-type: none"> <li>(a) For purposes of this Special Condition No. 4, "dimming controls" means control units or fittings attached to, or forming part of, a street lighting fixture capable of being programmed or remotely operated so as to reduce the lumens output of the lamps during specified hours each day while the lamps are in operation. The reductions may vary according to the hours of the day, the days of the week, and the seasons of the year.</li> <li>(b) A Customer wishing to have fixtures with dimming controls separately rated under this Rate Schedule must submit a dimming schedule satisfactory to BC Hydro listing each light fixture fitted with dimming controls, the wattage of the fixture (including the lamp and, where applicable, the ballast), the dimming control setting or settings and the hours each day that the dimming control setting or settings will be in operation.</li> </ol> </li> </ol>
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ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

  
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 COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 1703 – Revision 5

Effective: April 1, 2021

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	(c) Whenever the Customer wishes to make changes in the lighting fixtures listed in the dimming schedule or in the dimming control settings or hours of operation, the Customer will submit an updated lighting fixture schedule to BC Hydro listing any changes. Changes will be permitted on a semi-annual basis (twice per year).
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under this Rate Schedule include an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

  
COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 1704 – Revision 5

Effective: April 1, 2021

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**4. STREET LIGHTING SERVICE****RATE SCHEDULE 1704 – TRAFFIC CONTROL EQUIPMENT**

<b>Availability</b>	For lighting of traffic signals, traffic signs and traffic warning devices, and other equipment for controlling or directing vehicular or pedestrian traffic on public highways in those cases where the Customer owns, installs, and maintains the standards, fixtures, controls and associated equipment.
<b>Applicable in</b>	All Rate Zones.
<b>Rate</b>	<b>Energy Charge:</b> 11.27 ¢ per kWh
<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. Service Connections  Where necessary BC Hydro will provide an overhead or underground Service Connection in accordance with section 3 of the Terms and Conditions (Provision of Electricity).</li> <li>2. Unmetered Service <ol style="list-style-type: none"> <li>(a) BC Hydro may permit unmetered Service under this Rate Schedule if it can estimate to its satisfaction the Energy used in kilowatt hours over a period of one month based on the connected load and hours of use.</li> <li>(b) The Customer shall notify BC Hydro immediately of any proposed or actual change in load, or load characteristics, or hours of use.</li> <li>(c) BC Hydro, in its discretion, may at any time install a meter or meters and thereafter bill the Customer on the consumption registered.</li> </ol> </li> </ol>

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

  
 COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 1704 – Revision 5

Effective: April 1, 2021

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	<p>3. Term of Service Agreement</p> <p>The term of the initial Service Agreement under this Rate Schedule will be not more than five years; renewal periods will be for five years.</p>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rate under this Rate Schedule includes an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

  
COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 1755 – Revision 5

Effective: April 1, 2021

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**4. STREET LIGHTING SERVICE****RATE SCHEDULE 1755 – PRIVATE OUTDOOR LIGHTING (CLOSED)**

<b>Availability</b>	<p>For outdoor lighting Service to illuminate property other than public streets or lanes (private property), where Service is provided from dusk to dawn and the supply is single phase, 60 hertz at the Secondary Voltage available.</p> <p>This Rate Schedule is available only in Premises served under this Rate Schedule on January 1, 1975 and only with respect to lights served under this Rate Schedule on January 1, 1975 and continuously thereafter, except BC Hydro may replace a mercury vapour unit with a high pressure sodium unit having approximately the same equivalent light output.</p>								
<b>Applicable in</b>	All Rate Zones.								
<b>Rate</b>	<p><b>Charge per fixture per month as follows:</b></p> <p>1. Where a light is mounted on a pole that was installed by the Customer or by BC Hydro at the Customer's expense:</p> <table> <tr> <td>175 watt mercury vapour unit or replacement</td><td>\$18.28</td></tr> <tr> <td>100 watt H.P. sodium vapour unit</td><td></td></tr> <tr> <td>400 watt mercury vapour unit or replacement</td><td>\$31.51</td></tr> <tr> <td>150 watt H.P. sodium vapour unit</td><td></td></tr> </table>	175 watt mercury vapour unit or replacement	\$18.28	100 watt H.P. sodium vapour unit		400 watt mercury vapour unit or replacement	\$31.51	150 watt H.P. sodium vapour unit	
175 watt mercury vapour unit or replacement	\$18.28								
100 watt H.P. sodium vapour unit									
400 watt mercury vapour unit or replacement	\$31.51								
150 watt H.P. sodium vapour unit									

ACCEPTED: \_\_\_\_\_

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**BC Hydro**

Rate Schedule 1755 – Revision 5

Effective: April 1, 2021

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	<p>2. Where a light is mounted on a pole that is on public property, or an easement, and is part of BC Hydro's distribution system:</p> <p>175 watt mercury vapour unit \$19.41 or replacement 100 watt H.P. sodium vapour unit</p> <p>400 watt mercury vapour unit \$32.65 or replacement 150 watt H.P. sodium vapour unit</p> <p>3. Where a light is mounted on a pole that was installed on the Customer's property by BC Hydro, at its expense, solely for the purpose of supporting the light:</p> <p>175 watt mercury vapour unit \$23.90 or replacement 100 watt H.P. sodium vapour unit</p> <p>400 watt mercury vapour unit \$37.63 or replacement 150 watt H.P. sodium vapour unit</p> <p>Except that if two or more lights are mounted at one time on the same pole the rates for the additional light or lights will be as set out under part 1 above.</p>
<b>Special Conditions</b>	<p>1. BC Hydro will provide and install:</p> <p>(a) An outdoor light consisting of luminaire, mast arm, ballast, lamp and photo-electric control, and</p> <p>(b) Not more than one span of overhead secondary conductors per light.</p> <p>2. The Customer will be required to contribute the estimated cost of any plant required to make Secondary Voltage available at a point not more than one span from the light; such contribution is not subject to refund.</p>

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_


  
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**BC Hydro**

Rate Schedule 1755 – Revision 5

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	<p>3. BC Hydro reserves the sole right to determine whether or not a light will be installed on a pole that is part of BC Hydro's distribution system.</p> <p>4. The prior approval of BC Hydro is required if a Customer intends to install its own poles, and such poles will be maintained to BC Hydro's satisfaction at the Customer's expense.</p> <p>5. BC Hydro will maintain all equipment owned by BC Hydro and will replace lamps which have failed. Any breakage will be repaired by BC Hydro at the Customer's expense.</p>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under this Rate Schedule include an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_


  
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**BC Hydro**

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**5. TRANSMISSION SERVICE****RATE SCHEDULE 1823 – TRANSMISSION SERVICE – STEPPED RATE**

<b>Availability</b>	For all purposes. Supply is at 60 kV or higher. Customers supplied with Electricity under Rate Schedule 1825 (Time-of-Use) may only revert to Service under this Rate Schedule as permitted under Rate Schedule 1825.
<b>Applicable in</b>	Rate Zone I excluding the Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Rate</b>	<p><b>Demand Charge:</b> \$8.655 per kVA of Billing Demand per Billing Period</p> <p>plus</p> <p><b>Energy Charge: A</b></p> <p>For new Customers and Customers that do not have a CBL by order of the British Columbia Utilities Commission:</p> <p>5.073 ¢ per kWh for all kWh per Billing Period</p> <p>This rate will apply until the Customer has been supplied with Electricity under this Rate Schedule for 12 Billing Periods or another period approved by the British Columbia Utilities Commission, after which the Customer will be supplied with Electricity at the rate specified in Part B below.</p>

ACCEPTED: \_\_\_\_\_

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	<p><b>Energy Charge: B</b></p> <p>For Customers with a CBL:</p> <p>4.514 ¢ per kWh applied to all kWh up to and including 90% of the Customer's CBL in each Billing Year</p> <p>10.111 ¢ per kWh applied to all kWh above 90% of the Customer's CBL in each Billing Year</p> <p>Note: Customers previously supplied with Electricity under Rate Schedule 1825 will be subject to the rates in Part B above from the time the Customer commences taking Service under this Rate Schedule.</p> <p><b>Monthly Minimum Charge:</b> \$8.655 per kVA of Billing Demand</p>
<b>Definitions</b>	<p>1. Billing Year</p> <p>The Billing Year is the 12 month billing period starting with the first day of the Billing Period which commences nearest to April 1 in each year, and ending on the last day of such 12-month Billing Period.</p>

ACCEPTED: \_\_\_\_\_

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	<p>2. Billing Demand</p> <p>The Billing Demand will be:</p> <ul style="list-style-type: none"> <li>(a) The highest kVA Demand during the High Load Hours (<b>HLH</b>) in the Billing Period; or</li> <li>(b) 75% of the highest Billing Demand for the Customer's Plant in the immediately preceding period of November to February, both months included; or</li> <li>(c) 50% of the Contract Demand stated in the Electricity Supply Agreement for the Customer's Plant,</li> </ul> <p>whichever is the highest value, provided that for new Customers the Billing Demand for the initial two Billing Periods will be the average of the daily highest kVA Demands for the Customer's Plant.</p>
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ACCEPTED: \_\_\_\_\_

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	<p>3. Customer Baseline Load (<b>CBL</b>)</p> <p>The Customer Baseline Load (<b>CBL</b>) is the Customer's historic annual energy consumption in kWh as approved by the British Columbia Utilities Commission. The Customer's CBL will initially be determined by BC Hydro, and be subject to revision from time to time, in accordance with the criteria and procedures set forth in BC Hydro's "Customer Baseline Load (<b>CBL</b>) Determination Guidelines" (Electric Tariff Supplement No. 74). All CBLs will be subject to final approval of the British Columbia Utilities Commission.</p> <p>4. High Load Hours (<b>HLH</b>)</p> <p>High Load Hours (<b>HLH</b>) is the period of hours from 06:00 to 22:00 Monday to Saturday, except for Statutory Holidays (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day).</p> <p>5. Low Load Hours (<b>LLH</b>)</p> <p>Low Load Hours (<b>LLH</b>) are all hours other than HLH.</p>
<b>Special Conditions</b>	<p>1. A Customer having two or more operating plants may elect to have a single aggregated CBL determined for all or any combination of its operating plants in accordance with BC Hydro's "Customer Baseline Load (<b>CBL</b>) Determination Guidelines" (Electric Tariff Supplement No. 74). Thereafter, BC Hydro will issue a single bill for all operating plants included in the aggregation, and the Energy Charge payable will be determined on the basis of the aggregated CBL. However, the Demand Charge will continue to be determined separately for each operating plant.</p>

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	<p>2. If any initial, revised, or aggregate CBL for a Customer has not been determined by BC Hydro and approved by British Columbia Utilities Commission by the time at which the CBL would become effective, BC Hydro may determine the CBL on an interim basis and apply that CBL for the purposes of any billing periods and bills rendered to the Customer until such time as the CBL has been finally determined and approved by the British Columbia Utilities Commission, following which BC Hydro will make any necessary billing adjustments.</p> <p>3. If a Customer taking Service at the rates in Part B of the Energy Charge rate section above Terminates Service under this Rate Schedule prior to the end of a Billing Year, the Customer's CBL or aggregate CBL will be prorated for the portion of the Billing Year during which the Customer was taking Service, and the prorated CBL or aggregate CBL will be used for the purposes of applying the rates in Part B to all energy consumption during the Billing Year up to the time of Termination. BC Hydro will make any necessary billing adjustments and bill the Customer for the difference (if any) owing.</p>
<b>Taxes</b>	The rates set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.
<b>Note</b>	The terms and conditions under which Transmission Service is supplied are contained in Electric Tariff Supplement Nos. 5 and 6, or Electric Tariff Supplement Nos. 87 and 88, as applicable.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under this Rate Schedule include an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_


  
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**BC Hydro**

Rate Schedule 1825 – Revision 6

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**5. TRANSMISSION SERVICE****RATE SCHEDULE 1825 – TRANSMISSION SERVICE – TIME-OF-USE (TOU)  
RATE**

<b>Availability</b>	For Customers who provide notice by February 15 of each year and who at the time of application are eligible to take Service under Rate Schedule 1823 (Stepped Rate) at the Energy Charge rates set out in Part B of the rate section of that Rate Schedule, and who have entered into a TOU (Transmission Service) Agreement by March 15 of that year. Customers will start Service under Rate Schedule 1825 in the first Billing Period after April 1.
<b>Applicable in</b>	Rate Zone I excluding the Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Rate</b>	<p><b>Demand Charge:</b> \$8.655 per kVA of Billing Demand per Billing Period plus</p> <p><b>Energy Charge:</b></p> <ol style="list-style-type: none"> <li>1. Winter HLH Period: <p>4.514 ¢ per kWh applied to all kWh up to and including 90% of the Customer's Winter HLH Period CBL.</p> <p>11.282 ¢ per kWh applied to all kWh above 90% of the Customer's Winter HLH Period CBL.</p> </li> <li>2. Winter LLH Period: <p>4.514 ¢ per kWh applied to all kWh up to and including 90% of the Customer's Winter LLH Period CBL.</p> <p>10.226 ¢ per kWh applied to all kWh above 90% of the Customer's Winter LLH Period CBL.</p> </li> </ol>

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	<p>3. Spring Period:</p> <p>4.514 ¢ per kWh applied to all kWh up to and including 90% of the Customer's Spring Period CBL.</p> <p>9.107 ¢ per kWh applied to all kWh above 90% of the Customer's Spring Period CBL.</p> <p>4. Remaining Period:</p> <p>4.514 ¢ per kWh applied to all kWh up to and including 90% of the Customer's Remaining Period CBL applicable.</p> <p>9.987 ¢ per kWh applied to all kWh above 90% of the Customer's Energy CBL applicable in the Billing Period.</p>
<b>Definitions</b>	<p>1. Billing Demand</p> <p>The Demand for billing purposes will be:</p> <p>(a) The highest kVA Demand during the High Load Hours (<b>HLH</b>) in the Billing Period; or</p> <p>(b) 75% of the highest Billing Demand for the Customer's Plant in the immediately preceding period of November to February, both months included; or</p> <p>(c) 50% of the Contract Demand stated in the Electricity Supply Agreement for the Customer's Plant,</p> <p>whichever is the highest value.</p>

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**2. Customer Baseline Load (CBL)**

The Customer Baseline Load (**CBL**) is the Customer's historic consumption (in kWh) as approved by the British Columbia Utilities Commission. For the purposes of this Rate Schedule, the Customer's CBL will consist of four separate CBLs – one each for the Winter HLH Period, the Winter LLH Period, the Spring Period and the Remaining Period. The Customer's CBL will initially be determined by BC Hydro, and be subject to revision from time to time, in accordance with the criteria and procedures set forth in BC Hydro's "Customer Baseline Load (**CBL**) Determination Guidelines" (Electric Tariff Supplement No. 74). All CBLs will be subject to final approval of the British Columbia Utilities Commission.

**3. High Load Hours (HLH)**

High Load Hours (**HLH**) is the period of hours from 06:00 to 22:00 Monday to Saturday, except for Statutory Holidays (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day).

**4. Low Load Hours (LLH)**

The Low Load Hours (**LLH**) are all hours other than HLH.

**5. Remaining Period**

The Remaining Period is all Billing Periods other than the Winter Period or the Spring Period.

**6. Spring Period**

The Spring Period comprises the two Billing Periods starting with the first day of the Billing Period that commences nearest to May 1 each year and ending on the last day of the second Billing Period thereafter.

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	<p>7. Winter Period</p> <p>The Winter Period comprises four Billing Periods starting with the first day of the Billing Period that commences nearest to November 1 each year and ending on the last day of the fourth Billing Period thereafter.</p>
<b>Special Conditions</b>	<p>1. Service under this Rate Schedule will be provided only while a TOU (Transmission Service) Agreement with the Customer is in effect.</p> <p>2. A Customer having two or more operating plants may elect to have a single aggregated CBL determined for all or any combination of its operating plants in accordance with BC Hydro's "Customer Baseline Load (CBL) Determination Guidelines" (Electric Tariff Supplement No. 74). Separate Energy CBL values will be determined for each plant and then aggregated. BC Hydro will issue a single bill for all operating plants included in an aggregation, and the Energy Charge payable will be determined on the basis of the aggregated Energy CBL value. The Demand Charge will continue to be determined separately for each operating plant.</p> <p>3. If any initial, revised, or aggregate CBL for a Customer has not been determined by BC Hydro and approved by British Columbia Utilities Commission by the time at which the CBL would become effective, BC Hydro may determine the CBL on an interim basis and apply that CBL for the purposes of any billing periods and bills rendered to the Customer until such time as the CBL has been finally determined and approved by the British Columbia Utilities Commission, following which BC Hydro will make any necessary billing adjustments.</p>

ACCEPTED: \_\_\_\_\_

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	<p>4. In accordance with the TOU (Transmission Service) Agreement, the Customer will have a period of 30 days following approval of the Customer's initial CBL by the British Columbia Utilities Commission within which the Customer may, by written notice to BC Hydro, withdraw from taking Service under this Rate Schedule, and revert to taking Service under Rate Schedule 1823 (Stepped Rate). This right of withdrawal is available only when the Customer first subscribes to take Service under this Rate Schedule, and is applicable only in respect of the initial CBL determination. If the Customer exercises this right of withdrawal Rate Schedule 1823 will apply from the commencement of the then current Billing Year, and BC Hydro will make any necessary billing adjustments accordingly.</p> <p>5. Customers taking Service under Rate Schedule 1852 (Modified Demand) may not also take Service under this Rate Schedule.</p>
<b>Taxes</b>	The rates set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.
<b>Note</b>	The terms and conditions under which Transmission Service is supplied are contained in the Electricity Supply Agreement (Electric Tariff Supplement No. 5, or Electric Tariff Supplement No. 87, as applicable) as amended by the Electric Tariff Supplement No. 72 (TOU (Transmission Service) Agreement), and Electric Tariff Supplement No. 6, or Electric Tariff Supplement No. 88, as applicable.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under this Rate Schedule include an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_


  
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**BC Hydro**

Rate Schedule 1827 – Revision 6

Effective: April 1, 2021

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**5. TRANSMISSION SERVICE****RATE SCHEDULE 1827 – TRANSMISSION SERVICE – RATE FOR EXEMPT CUSTOMERS**

<b>Availability</b>	For all purposes. Supply is at 60 kV or higher. Only for City of New Westminster and University of British Columbia and other Customers exempted from Rate Schedule 1823 (Stepped Rate) by the British Columbia Utilities Commission.
<b>Applicable in</b>	Rate Zone I excluding the Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Rate</b>	<p><b>Demand Charge:</b> \$8.655 per kVA of Billing Demand per Billing Period plus</p> <p><b>Energy Charge:</b> 5.073 ¢ per kWh for all kWh in a Billing Period</p> <p><b>Monthly Minimum Charge:</b> \$8.655 per kVA of Billing Demand</p>
<b>Definitions</b>	<p>1. Billing Demand</p> <p>The Billing Demand will be:</p> <p>(a) The highest kVA Demand during the High Load Hours (HLH) in the Billing Period; or</p> <p>(b) 75% of the highest Billing Demand for the Customer's Plant in the immediately preceding period of November to February, both months included; or</p> <p>(c) 50% of the Contract Demand stated in the Electricity Supply Agreement for the Customer's Plant,</p> <p>whichever is the highest value.</p>

ACCEPTED: \_\_\_\_\_

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Effective: April 1, 2021

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	<p>2. High Load Hours (<b>HLH</b>)</p> <p>High Load Hours (<b>HLH</b>) is the period of hours from 06:00 to 22:00 Monday to Saturday, except for Statutory Holidays (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day).</p> <p>3. Low Load Hours (<b>LLH</b>)</p> <p>Low Load Hours (<b>LLH</b>) are all hours other than HLH.</p>
<b>Taxes</b>	The rates set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.
<b>Note</b>	The terms and conditions under which Transmission Service is supplied are contained in Electric Tariff Supplement Nos. 5 and 6, or Electric Tariff Supplements Nos. 87 and 88, as applicable.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the rates under this Rate Schedule include an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_


  
COMMISSION SECRETARY

**5. TRANSMISSION SERVICE****RATE SCHEDULE 1828 – TRANSMISSION SERVICE - BIOMASS ENERGY PROGRAM**

<b>Availability</b>	<p>For Customers supplied with Electricity at 60 kV or higher, and who have entered into a contract with BC Hydro under the Biomass Energy Program which is in force.</p> <p>Customers who have entered into a contract with BC Hydro under the Biomass Energy Program may not be provided with service under Rate Schedule 1823 (Stepped Rate), 1825 (TOU Rate), 1827 (Rate for Exempt Customers) or 1852 (Modified Demand) while the contract is in force.</p>
<b>Applicable in</b>	Rate Zone I excluding the Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Rate</b>	<p><b>Demand Charge:</b> The charge per kVA of Billing Demand per Billing Period under this Rate Schedule 1828 is equal to the demand charge specified under Rate Schedule 1823</p> <p>plus</p> <p><b>Energy Charge:</b> The charge applied to energy supplied under this Rate Schedule 1828 for all kWh in a Billing Period is equal to:</p> <ul style="list-style-type: none"> <li>(a) The RS 1823 Energy Charge B Tier 1 Rate multiplied by the Customer's Tier 1 Percentage, plus</li> <li>(b) The RS 1823 Energy Charge B Tier 2 Rate multiplied by the Customer's Tier 2 Percentage</li> </ul> <p><b>Monthly Minimum Charge:</b> The demand charge specified under Rate Schedule 1823 per kVA of Billing Demand</p>

ACCEPTED: \_\_\_\_\_

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<b>Definitions</b>	<ol style="list-style-type: none"> <li>1. <b>Billing Demand</b>  The Billing Demand will be:   <ol style="list-style-type: none"> <li>(a) The highest kVA Demand during the High Load Hours (<b>HLH</b>) in the Billing Period; or</li> <li>(b) 75% of the highest Billing Demand for the Customer's Plant in the immediately preceding period of November to February, both months included,</li> </ol>  whichever is the highest value. </li> <li>2. <b>RS 1823 Energy Charge B Tier 1 Rate</b>  The RS 1823 Energy Charge B Tier 1 rate is the rate per kWh specified under Rate Schedule 1823 Energy Charge B to be applied to all kWh up to and including 90% of a Customer's CBL in each Billing Year.</li> <li>3. <b>RS 1823 Energy Charge B Tier 2 Rate</b>  The RS 1823 Energy Charge B Tier 2 rate is the rate per kWh specified under Rate Schedule 1823 Energy Charge B to be applied to all kWh above 90% of a Customer's CBL in each Billing Year.</li> <li>4. <b>Customer's Tier 1 Percentage</b>  The Customer's Tier 1 Percentage is the total energy supplied to the Customer charged at the RS 1823 Energy Charge B Tier 1 Rate during the five year period commencing April 1, 2013 divided by the total energy supplied to the Customer under Rate Schedule 1823 during that period, expressed as a percentage. If the Customer was supplied with energy charged at the Rate Schedule 1823 Energy Charge A at any time during such five year period, 90% of such energy will be added to the total energy supplied to the Customer charged at the RS 1823 Energy Charge B Tier 1 Rate for the purpose of calculating the Customer's Tier 1 Percentage.</li> </ol>
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ACCEPTED: \_\_\_\_\_

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	<p>5. Customer's Tier 2 Percentage</p> <p>The Customer's Tier 2 Percentage is the total energy supplied to the Customer charged at the RS 1823 Energy Charge B Tier 2 Rate during the five year period commencing April 1, 2013 divided by the total energy supplied to the Customer under Rate Schedule 1823 during that period, expressed as a percentage. If the Customer was supplied with energy charged at the Rate Schedule 1823 Energy Charge A at any time during such five year period, 10% of such energy will be added to the total energy supplied to the Customer charged at the RS 1823 Energy Charge B Tier 2 Rate for the purpose of calculating the Customer's Tier 2 Percentage.</p> <p>6. High Load Hours (<b>HLH</b>)</p> <p>High Load Hours (<b>HLH</b>) is the period of hours from 06:00 to 22:00 Monday to Saturday, except for Statutory Holidays (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day).</p> <p>7. Low Load Hours (<b>LLH</b>)</p> <p>Low Load Hours (<b>LLH</b>) are all hours other than HLH.</p> <p>8. Biomass Energy Program</p> <p>The Biomass Energy Program is BC Hydro's program to enter into "biomass contracts" as defined in the Direction to the British Columbia Utilities Commission respecting the Biomass Energy Program.</p>
<b>Special Conditions</b>	<p>1. The Customer shall not sell, or otherwise dispose of for compensation, all or part of the Electricity supplied pursuant to this Rate Schedule.</p>
<b>Taxes</b>	<p>The rates set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.</p>

ACCEPTED: \_\_\_\_\_

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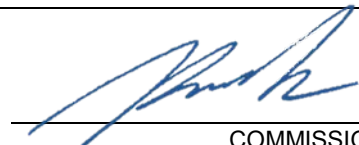
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<b>Note</b>	The terms and conditions under which Transmission Service is supplied are contained in Electric Tariff Supplement Nos. 5 and 6, or Electric Tariff Supplements Nos. 87 and 88, as applicable.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.

ACCEPTED: \_\_\_\_\_

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COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 1852 – Revision 7

Effective: April 1, 2021

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**5. TRANSMISSION SERVICE****RATE SCHEDULE 1852 – TRANSMISSION SERVICE – MODIFIED DEMAND**

<b>Availability</b>	To a Customer supplied with Electricity at 60 kV or higher who is taking Service under Rate Schedule 1823 (Stepped Rate) at the time of application, and is a party to a Modified Demand Agreement under Electric Tariff Supplement No. 54 which is in force, and which is in a location, as determined by BC Hydro, that will allow BC Hydro to curtail load to alleviate a potential local or regional transmission constraint, or take advantage of a market opportunity. The annual subscription period for new subscribers is from September 1 to October 31.
<b>Applicable in</b>	Rate Zone I excluding the Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Rate</b>	<b>Excess Demand Charge:</b>  \$8.655 per kVA of metered kVA Demand in excess of the Maximum Demand Level during Low Load Hours
<b>Definitions</b>	<p>1. Billing Demand</p> <p>The Billing Demand will be:</p> <ul style="list-style-type: none"> <li>(a) The highest kVA Demand during the High Load Hours (HLH) in the Billing Period; or</li> <li>(b) 75% of the highest Billing Demand for the Customer's Plant in the immediately preceding period of November to February, both months included; or</li> <li>(c) 50% of the Contract Demand stated in the Electricity Supply Agreement for the Customer's Plant,</li> </ul> <p>whichever is the highest value.</p>

ACCEPTED: \_\_\_\_\_

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Rate Schedule 1852 – Revision 7

Effective: April 1, 2021

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	<p>2. High Load Hours (<b>HLH</b>)</p> <p>High Load Hours (<b>HLH</b>) means the period(s) in a 24-hour day and during those days of a calendar week in which Electricity usage is typically highest in a particular region, as determined by BC Hydro in its discretion based on load characteristics and transmission constraints in that region from time to time, and designated in a Modified Demand Agreement.</p> <p>3. Low Load Hours (<b>LLH</b>)</p> <p>Low Load Hours (<b>LLH</b>) are all hours other than HLH.</p> <p>4. LLH CBL Energy</p> <p>LLH CBL Energy means the highest monthly energy consumption during the LLH over the last 12 Billing Periods, or an estimate of consumption if insufficient data is available.</p> <p>5. Maximum Demand Level</p> <p>Maximum Demand Level has the meaning set out in the Modified Demand Agreement. For a Customer with more than one designated period of High Load Hours, separate Maximum Demand Levels will be stated for each corresponding period of Low Load Hours. For a Customer with a single designated period of High Load Hours, a single Maximum Demand Level will be stated for all Low Load Hours.</p> <p>The highest Maximum Demand Level will not exceed 95% of Contract Demand stated in the Customer's Electricity Supply Agreement, and is subject to local transmission availability.</p>
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ACCEPTED: \_\_\_\_\_

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**BC Hydro**

Rate Schedule 1852 – Revision 7

Effective: April 1, 2021

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<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. The terms and conditions under which Transmission Service is supplied are contained in Electric Tariff Supplement Nos. 5 and 6. The provisions of Rate Schedule 1823 (Stepped Rate) and Electric Tariff Supplement Nos. 5 and 6 continue to apply to Customers receiving Service under this Rate Schedule. In the case of a conflict between this Rate Schedule or the Modified Demand Agreement and Rate Schedule 1823 or Electric Tariff Supplement Nos. 5 or 6, the provisions of this Rate Schedule and the Modified Demand Agreement will govern.</li> <li>2. If for any two Billing Periods the total energy consumed under Rate Schedule 1852, during the LLH, is greater than the LLH CBL Energy by 10% or more, the highest kVA Demand in each such Billing Period during the High Load Hours will be adjusted by the ratio of the average monthly LLH Energy during such two Billing Periods over the LLH CBL Energy. The adjusted highest kVA Demand will apply for a period of 12 months after the second Billing Period included in the adjustment calculation. The LLH CBL Energy will be recalculated using the consumption history of the most recent 12 Billing Periods.</li> <li>3. The Minimum Reduction under the Modified Demand Agreement will be the greater of 50% of the difference between the Maximum Demand Level and the LLH CBL Demand, and 10 MW.</li> <li>4. The Maximum Number of Demand Reduction Transactions under the Modified Demand Agreement will be the greater of Maximum Duration multiplied by the Maximum Number of Demand Reduction Transactions, and 48 hours.</li> </ol>
<b>Taxes</b>	The rates set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.

ACCEPTED: \_\_\_\_\_

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## BC Hydro

Rate Schedule 1852 – Revision 7

Effective: April 1, 2021

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<b>Interim Rate Increase</b>	Effective April 1, 2021 the rate under this Rate Schedule includes an interim rate increase of 1.16% before rounding.
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ACCEPTED: \_\_\_\_\_

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**5. TRANSMISSION SERVICE****RATE SCHEDULE 1853 – TRANSMISSION SERVICE – IPP STATION SERVICE**

<b>Availability</b>	For Customers who are Independent Power Producers ( <b>IPPs</b> ) served at transmission voltage, on an interruptible basis.
<b>Applicable in</b>	Rate Zone I excluding Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Rate</b>	<p><b>Energy Charge:</b></p> <p>The sum, over the Billing Period, of the hourly energy consumed multiplied by the entry in the Intercontinental Exchange (<b>ICE</b>) Mid-Columbia (Mid-C) Peak, and Mid-C Off-Peak weighted average index price as published by the ICE in the ICE Day Ahead Power Price Report that corresponds to the time when consumption occurred, during that hour</p>
<b>Monthly Minimum Charge</b>	\$48.78
<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. BC Hydro agrees to provide Electricity under this Rate Schedule to the extent that it has energy and capacity to do so.</li> <li>2. BC Hydro may, without notice to the Customer, refuse to supply or terminate the supply of Electricity under this Rate Schedule if at any time BC Hydro does not have sufficient energy or capacity.</li> <li>3. Prior to taking Electricity under this Rate Schedule, the Customer may be required to obtain approval from BC Hydro. BC Hydro will advise the Customer of the need to obtain approval prior to the taking of Electricity under this Rate Schedule.</li> <li>4. Electricity taken under this Rate Schedule is to be used solely for maintenance and black-start requirements and will not displace electricity that would normally be generated by the Customer.</li> </ol>

ACCEPTED: \_\_\_\_\_

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**BC Hydro**

Rate Schedule 1853 – Revision 6

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<b>Taxes</b>	The rates and Monthly Minimum Charge set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the Monthly Minimum Charge under this Rate Schedule includes an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

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Rate Schedule 1880 – Revision 7

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**5. TRANSMISSION SERVICE****RATE SCHEDULE 1880 – TRANSMISSION SERVICE – STANDBY AND MAINTENANCE SUPPLY**

<b>Availability</b>	For Customers supplied with Electricity under Rate Schedule 1823 (Stepped Rate), 1825 (TOU Rate), 1827 (Rate for Exempt Customers), 1828 (Biomass Energy Program) or 1852 (Modified Demand), on an interruptible basis.
<b>Applicable in</b>	Rate Zone I excluding the Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Rate</b>	<p><b>Administrative Charge:</b> \$150.00 per Period of Use</p> <p>plus</p> <p><b>Energy Charge:</b> During the Period of Use, 10.111 ¢ per kWh of metered Rate Schedule 1880 energy consumption, determined as set out below</p>
<b>Definitions</b>	<p>1. HLH Reference Demand</p> <p>HLH Reference Demand is the highest kVA Demand in the HLH for the current Billing Period prior to the Period of Use, but excluding any prior Period of Use. If the Period of Use extends over an entire Billing Period, the highest kVA Demand in the HLH from the prior Billing Period will be used in determining the HLH Reference Demand, excluding any Period of Use in the prior Billing Period.</p> <p>For the purpose of determining HLH Reference Demand, the HLH periods are as defined in Rate Schedule 1823, 1825, 1827, 1828 or 1852, whichever is applicable.</p>

ACCEPTED: \_\_\_\_\_

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**BC Hydro**

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	<p>2. Period of Use</p> <p>A period of consecutive hours during which Electricity is taken under this Rate Schedule. The Period of Use is as defined by the Customer when requesting Service from BC Hydro under this Rate Schedule 1880 and may extend into subsequent Billing Periods.</p>
<b>Rate Schedule 1880 Energy Determination</b>	<p>During HLH periods, the kWh consumption on an hourly basis which exceeds the HLH high kWh per hour within the Period of Use or portion thereof where HLH high kWh per hour is the product of HLH Reference Demand multiplied by the Power Factor for the half hour when the HLH Reference Demand occurred.</p> <p>For the purpose of the Rate Schedule 1880 Energy Determination, the HLH periods are as defined in Rate Schedule 1823, 1825, 1827, 1828 or 1852, whichever is applicable.</p>
<b>Special Conditions</b>	<p>1. BC Hydro agrees to provide Electricity under this Rate Schedule to the extent that it has energy and capacity to do so.</p> <p>2. BC Hydro may, without notice to the Customer, refuse to supply or terminate the supply of Electricity under this Rate Schedule if at any time during the Period of Use BC Hydro does not have sufficient energy or capacity.</p>

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## 3. This Rate Schedule is only for the following purposes:

To provide Electricity the Customer would otherwise generate during periods when all or part of the Customer's electrical generating plant is curtailed.

Electricity used for this purpose may be taken on an instantaneous basis when the impact of the instantaneous pickup of loads normally provided by the Customer's electrical generation units does not occur after BC Hydro has advised the Customer that a period of system constraint or potential system constraint exists.

During periods of potential system constraints, BC Hydro will require Customers to arm load shedding relays to ensure that the loss of electricity production from a Customer's electrical generation unit will not result in a demand greater than the Customer's Maximum kVA Demand on BC Hydro's system. BC Hydro may require the Customer to provide it with control of these load shedding relays. During periods of potential system constraints, upon a Customer's request, BC Hydro will endeavour to provide Electricity normally provided by the Customer's electrical generation unit.

The Customer is required to advise BC Hydro within 30 minutes of taking Electricity under this Rate Schedule for this purpose. If the Customer fails to advise BC Hydro within 30 minutes, measured Demand and Energy consumption will be billed under Rate Schedule 1823, 1825, 1827, 1828 or 1852, whichever is applicable.

## 4. Electricity taken under this Rate Schedule will not displace Electricity otherwise to be taken by the Customer under Rate Schedule 1823, 1825, 1827, 1828 or 1852.

Electricity taken under this Rate Schedule will not displace electricity that would normally be generated by the Customer for the purpose of re-sale.

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 COMMISSION SECRETARY



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	<p>5. In addition to the charges specifically set out in this Rate Schedule, the Customer will pay for any additional facilities required to deliver Electricity under this Rate Schedule provided that BC Hydro obtains the prior consent of the Customer for construction of the additional facilities.</p> <p>6. A Customer may be required to allow BC Hydro to install metering and communication equipment to measure the electricity output of the Customer's self-generation unit.</p> <p>7. BC Hydro will bill for Electricity taken under Rate Schedule 1880 at the same time it bills for Electricity taken under Rate Schedule 1823, 1825, 1827, 1828 or 1852, whichever is applicable.</p>
<b>Taxes</b>	The rates set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.
<b>Note</b>	The terms and conditions under which Transmission Service is supplied are contained in Electric Tariff Supplement Nos. 5 and 6, or Electric Tariff Supplement Nos. 87 and 88, as applicable.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Interim Rate Increase</b>	Effective April 1, 2021 the Energy Charge under this Rate Schedule includes an interim rate increase of 1.16% before rounding.

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_

  
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**5. TRANSMISSION SERVICE****RATE SCHEDULE 1891 – TRANSMISSION SERVICE – SHORE POWER SERVICE**

<b>Availability</b>	For the supply of Shore Power to Port Customers for use by Eligible Vessels while docked at the Port Customer's Port Facility, on an interruptible basis. Supply is at 60 kV or higher.
<b>Applicable in</b>	Rate Zone I.
<b>Rate</b>	<p><b>Administrative Charge:</b> \$150.00 per month</p> <p>plus</p> <p><b>Energy Charge:</b> 10.111 ¢ per kWh for all kWh in a billing period</p>
<b>Definitions</b>	For purposes of this Rate Schedule, capitalized terms have the meanings given to them in the Shore Power Service Agreement (Electric Tariff Supplement No. 86).
<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. BC Hydro agrees to provide Electricity under this Rate Schedule to the extent that it has energy and capacity to do so. BC Hydro may refuse Service under this Rate Schedule in circumstances where BC Hydro does not have sufficient energy or capacity. For greater certainty, BC Hydro will not be required to construct a System Reinforcement under Electric Tariff Supplement No. 6 to provide Shore Power Service under this Rate Schedule.</li> <li>2. The terms and conditions under which Shore Power Service is supplied are contained in the Shore Power Service Agreement (Electric Tariff Supplement No. 86). The Port Customer will pay to BC Hydro the charges set out in this Rate Schedule in addition to any charges set out in the Shore Power Service Agreement.</li> </ol>

ACCEPTED: \_\_\_\_\_

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 COMMISSION SECRETARY

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	<p>3. A Port Customer that provides Port Electricity at a Port Facility under Rate Schedules 1600, 1601, 1610, 1611 (Large General Service) or 1823 (Stepped Rate) is not eligible to take Shore Power Service under this Rate Schedule to provide Port Electricity to that Port Facility, or a Port Facility served by the same BC Hydro delivery facilities.</p> <p>4. On each occasion, if any, that BC Hydro is required to dispatch power line technicians or other workers to operate the switchgear for each connect and disconnect of Eligible Vessels docked at the Port Customer's Port Facility, BC Hydro will charge, and the Port Customer will pay, the reasonable time and labour costs for this service. The charge will be based on prevailing BC Hydro contracted labour rates and will be separately itemized on the Port Customer's monthly bill.</p>
<b>Taxes</b>	The rates set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.

ACCEPTED: \_\_\_\_\_

ORDER NO. \_\_\_\_\_


  
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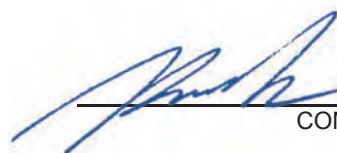
**5. TRANSMISSION SERVICE****RATE SCHEDULE 1892 – TRANSMISSION SERVICE – FRESHET ENERGY**

<b>Availability</b>	<p>For Customers supplied with Electricity under Rate Schedule 1823 (Transmission Service - Stepped Rate) or Rate Schedule 1828 (Transmission Service – Biomass Energy Program) that increase their Electricity usage during the Freshet Period, subject to the Special Conditions below.</p> <p>If a Customer is eligible to take service under this Rate Schedule and Rate Schedule 1893 (Incremental Energy Rate), the Customer may only take service under one of these Rate Schedules in any Billing Year, with the exception of the period ending March 31, 2021.</p>
<b>Applicable in</b>	Rate Zone I excluding the Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Rate</b>	<p><b>Energy Charge:</b></p> <p>The charge applied to energy supplied under this Rate Schedule 1892 during each HLH and LLH of the current Freshet Period is equal to:</p> <ol style="list-style-type: none"> <li>The greater of <ol style="list-style-type: none"> <li>The Intercontinental Exchange (<b>ICE</b>) Mid-Columbia (Mid-C) Peak or Mid-C Off-Peak weighted average index price, as published by the ICE in the ICE Day Ahead Power Price Report, applicable to the hour, and</li> <li>\$0/kWh, plus</li> </ol> </li> <li>A \$3/MWhadder.</li> </ol>
<b>Definitions</b>	Terms used in this Rate Schedule have the meanings given to them in Electric Tariff Supplement Nos. 5 or 87, and Rate Schedule 1823 or Rate Schedule 1828, as applicable, unless otherwise defined. In addition, the following terms have the following meanings:

ACCEPTED: May 6, 2020ORDER NO. G-104-20


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	<ol style="list-style-type: none"> <li>1. Freshet Period  May 1 to July 31 inclusive.</li> <li>2. High Load Hours (HLH)  High Load Hours (HLH) is the period of hours from 0600 to 2200, Monday to Saturday, except for Statutory Holidays (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day).</li> <li>3. HLH Baseline  The Customer's average hourly energy consumption under Rate Schedule 1823 during HLH of the 2015 Freshet Period.</li> <li>4. HLH Gross Freshet Energy  The sum of energy taken by the Customer during each HLH of the current Freshet Period in excess of the HLH Baseline, excluding all hours where the energy taken is less than the HLH Baseline.</li> <li>5. HLH Net Freshet Energy  The total energy taken by the Customer during all HLH of the current Freshet Period in excess of the total energy taken by the Customer under Rate Schedule 1823 or Rate Schedule 1828 during all HLH of the current Freshet Period.</li> <li>6. HLH Net to Gross Ratio  The ratio obtained by dividing HLH Net Freshet Energy by HLH Gross Freshet Energy.</li> <li>7. Low Load Hours (LLH)  Low Load Hours (LLH) are all hours other than HLH.</li> </ol>
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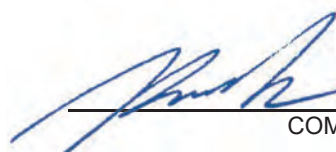
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	<p>8. LLH Baseline</p> <p>The Customer's average hourly energy consumption under Rate Schedule 1823 during LLH of the 2015 Freshet Period.</p> <p>9. LLH Gross Freshet Energy</p> <p>The sum of energy taken by the Customer during each LLH of the current Freshet Period in excess of the LLH Baseline, excluding all hours where the energy taken is less than the LLH Baseline.</p> <p>10. LLH Net Freshet Energy</p> <p>The total energy taken by the Customer during all LLH of the current Freshet Period in excess of the total energy taken by the Customer under Rate Schedule 1823 or Rate Schedule 1828 during all LLH of the Freshet Period.</p> <p>11. LLH Net to Gross Ratio</p> <p>The ratio obtained by dividing LLH Net Freshet Energy by LLH Gross Freshet Energy.</p> <p>12. Reference Demand</p> <p>The average of the highest kVA Demand during the High Load Hours in each of May, June and July 2015, where the High Load Hour period is as defined in Rate Schedule 1823 or Rate Schedule 1828.</p>
<p><b>Reference Demand for Rate Schedule 1823 or Rate Schedule 1828</b></p>	<p>If the Customer is supplied with Electricity under this Rate Schedule 1892, for the purposes of determining Billing Demand under Rate Schedule 1823 or Rate Schedule 1828 for each of the Billing Periods during the current Freshet Period, the highest kVA Demand during the High Load Hours in the Billing Period will be equal to the lesser of:</p> <ol style="list-style-type: none"> <li>1. The Reference Demand; and</li> <li>2. The actual highest kVA Demand during the High Load Hours in the Billing Period.</li> </ol>

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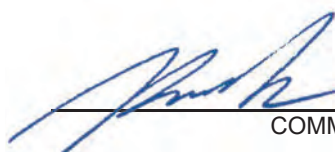

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<b>Reference Energy for Rate Schedule 1823 or Rate Schedule 1828</b>	<p>If the Customer is supplied with Electricity under this Rate Schedule 1892, the energy supplied to the Customer under Rate Schedule 1823 or Rate Schedule 1828 will be deemed to be the total energy supplied to the Customer less HLH and LLH Net Freshet Energy.</p> <p>Until BC Hydro has determined HLH and LLH Net Freshet Energy after the current Freshet Period, on an interim basis BC Hydro will bill the Customer for energy consumption under Rate Schedule 1823 or Rate Schedule 1828 during each HLH and LLH of the current Freshet Period on the basis that energy consumption is equal to or less than the HLH Baseline and LLH Baseline in each hour, respectively.</p> <p>When BC Hydro has determined the HLH and LLH Net Freshet Energy for the Customer, BC Hydro will make any necessary retroactive billing adjustments in relation to energy supplied under Rate Schedule 1823 or Rate Schedule 1828.</p>
<b>Rate Schedule 1892 Energy Determination</b>	<ol style="list-style-type: none"> <li>1. If HLH Net Freshet Energy is greater than zero, for each HLH hour of the current Freshet Period the energy taken by the Customer during the hour in excess of the HLH Baseline will be multiplied by the HLH Net to Gross Ratio, and the product will be the amount of energy supplied during that HLH hour under this Rate Schedule 1892 or Rate Schedule 1828.</li> </ol>
	<ol style="list-style-type: none"> <li>2. If LLH Net Freshet Energy is greater than zero, for each LLH hour of the current Freshet Period, the energy taken by the Customer during the hour in excess of the LLH Baseline will be multiplied by the LLH Net to Gross Ratio, and the product will be the amount of energy supplied during that LLH hour under this Rate Schedule 1892.</li> <li>3. All other energy supplied to the Customer during the current Freshet Period will be deemed to have been supplied under Rate Schedule 1823 or Rate Schedule 1828.</li> </ol>

ACCEPTED: May 6, 2020ORDER NO. G-104-20


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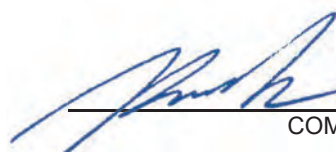
<b>Special Conditions</b>	<ol style="list-style-type: none"><li>1. BC Hydro agrees to provide Electricity under this Rate Schedule to the extent that it has energy and capacity to do so. BC Hydro may refuse Service under this Rate Schedule in circumstances where BC Hydro does not have sufficient energy or capacity. For greater certainty, BC Hydro will not be required to construct a System Reinforcement under Electric Tariff Supplement No. 6 or 88 to provide Service under this Rate Schedule.</li><li>2. By March 1 of each year in which the Customer wishes to take Electricity under this Rate Schedule, the Customer must: (i) notify BC Hydro of its elections to take Electricity under this Rate Schedule during the upcoming Freshet Period; (ii) provide to BC Hydro an estimate of the amount of energy (in MWh) that the Customer expects to take under this Rate Schedule during each month of the Freshet Period; and (iii) provide a description of the operational and/or production changes, as applicable, that the Customer plans to make at its plant to take advantage of this freshet energy program.</li></ol>
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ACCEPTED: May 6, 2020ORDER NO. G-104-20

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	<p>3. Determination of HLH and LLH Baselines and Reference Demand for Customers that do not have 2015 Freshet Period Rate Schedule 1823 Electricity or who have been transferred to Rate Schedule 1828:</p> <ul style="list-style-type: none"> <li>a. Customers will require at least one year of historical Rate Schedule 1823 or Rate Schedule 1828 Electricity usage to be eligible for baseline determination; and</li> <li>b. BC Hydro will use Rate Schedule 1823 Electricity during the most recent Freshet Period for HLH and LLH Baseline and Reference Demand determination; or</li> <li>c. Customers who have been transferred to service under Rate Schedule 1828 can apply for adjustments to their existing HLH and LLH Baseline and Reference Demand to reflect their expected Rate Schedule 1828 Electricity usage. Otherwise, BC Hydro will use Rate Schedule 1828 Electricity during the most recent Freshet Period for new HLH and LLH Baseline and Reference Demand determination.</li> </ul> <p>4. If BC Hydro and the Customer agree that the HLH and LLH Baselines and Reference Demand calculated in accordance with the provisions above (i.e., using historical Electricity for the 2015 Freshet Period or most recent Freshet Period, as applicable) are not representative of the Customer's expected Rate Schedule 1823 or Rate Schedule 1828 Electricity usage during the forthcoming Freshet Period and the parties agree to alternative HLH and LLH Baselines and Reference Demand, BC Hydro will file the agreed-to baselines and Reference Demand with the British Columbia Utilities Commission (<b>BCUC</b>). Subject to direction from the BCUC, BC Hydro will use such filed baselines or Reference Demand for the purposes of applying this Rate Schedule and Rate Schedule 1823 or Rate Schedule 1828.</p>
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ACCEPTED: May 6, 2020ORDER NO. G-104-20


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	<p>5. BC Hydro will also file with the BCUC any adjustments to the HLH and LLH Baselines and/or Reference Demand requested by customers and that are consistent with the principles and criteria set out in BC Hydro's "Customer Baseline Load (CBL) Determination Guidelines" Electric Tariff Supplement No. 74. Subject to direction from the BCUC, BC Hydro will use such filed baselines and Reference Demand for the purposes of applying this Rate Schedule and Rate Schedule 1823 or Rate Schedule 1828, as applicable.</p> <p>6. Electricity under this Rate Schedule will not be available to a Customer if:</p> <p class="list-item-l1">(a) The Customer has an electricity purchase agreement (<b>EPA</b>) with BC Hydro; and</p> <p class="list-item-l1">(b) The Customer has, in accordance with the EPA, changed the Seasonal, Monthly or Hourly GBL(s) (as applicable and as defined in the EPA) applicable during the current Freshet Period for generator turndown and for which the customer is entitled to financial payment from BC Hydro under the EPA.</p> <p>7. A Customer taking Electricity under this Rate Schedule may, by providing notice to BC Hydro at any time prior to July 31, cancel supply under this Rate Schedule for the current Freshet Period.</p>
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ACCEPTED: May 6, 2020ORDER NO. G-104-20

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**8. Change in Site Ownership**

If there is a change in site ownership during the current Freshet Period, supply under this Rate Schedule will be cancelled for the current Freshet Period. The new site owner may take Electricity under this Rate Schedule in a subsequent Freshet Period subject to the following provisions:

- (a) Where the new site owner expects to operate the site in the same way as the prior site owner, HLH and LLH Baselines and Reference Demand previously determined for the site and which have been approved by the Commission will be used for the site for any forthcoming Freshet Period.
- (b) Where the new site owner expects to operate the site differently from the prior site owner, such that the existing approved HLH and LLH Baselines and Reference Demand are no longer representative of expected Rate Schedule 1823 or Rate Schedule 1828 Electricity usage during the forthcoming Freshet Period, Special Condition 4 will apply to the determination of new HLH and LLH Baselines and Reference Demand.

9. If a Customer taking Electricity under this Rate Schedule advises BC Hydro that the Customer, is or will be, taking Electricity under Rate Schedule 1880 (Standby and Maintenance) during the current Freshet Period, supply under this Rate Schedule will be cancelled for the current Freshet Period.

10. If supply under this Rate Schedule is cancelled, all Electricity supplied to the Customer during the current Freshet Period will be deemed to be supplied under Rate Schedule 1823 or Rate Schedule 1828 and/or Rate Schedule 1880, as applicable. Such Customer's Energy and Demand Charges will be determined in accordance with Rate Schedule 1823 or Rate Schedule 1828 and/or Rate Schedule 1880, whichever is applicable, and BC Hydro will make any necessary retroactive billing adjustments.

ACCEPTED: May 6, 2020ORDER NO. G-104-20


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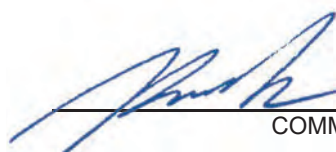
**BC Hydro**

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	<p>11. Subject to any advance billing arrangement made under Electric Tariff Supplement Nos. 5 or 87, or other special billing terms in effect for a particular Customer, BC Hydro will bill for Electricity supplied under this Rate Schedule 1892 after the Freshet Period has ended and BC Hydro has determined the HLH and LLH Net Freshet Energy for the Customer. BC Hydro will then make any necessary retroactive billing adjustments in relation to energy supplied under Rate Schedule 1823 or Rate Schedule 1828.</p> <p>12. All monetary amounts referred to in this Rate Schedule will be paid in Canadian currency. The ICE Day Ahead Power Price Report referenced in this Rate Schedule is published in US dollars, and the amounts in the report will be converted from US dollars to Canadian dollars at the Bank of Canada daily exchange rate on the applicable day(s).</p>
<b>Taxes</b>	The rates set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.
<b>Note</b>	The terms and conditions under which Transmission Service is supplied are contained in Electric Tariff Supplement Nos. 5, 6, 87 and 88.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.

ACCEPTED: May 6, 2020ORDER NO. G-104-20


COMMISSION SECRETARY

**5. TRANSMISSION SERVICE****RATE SCHEDULE 1893 – TRANSMISSION SERVICE – INCREMENTAL ENERGY RATE**

<b>Availability</b>	<p>For Customers supplied with Electricity under Rate Schedule 1823 (Transmission Service – Stepped Rate) or Rate Schedule 1828 (Transmission Service – Biomass Energy Program), as applicable, that increase their Electricity usage during each Billing Period, subject to the Special Conditions below.</p> <p>If a Customer is eligible to take service under this Rate Schedule and Rate Schedule 1892 (Freshet Energy Rate), the Customer may only take service under one of these Rate Schedules in any Billing Year.</p>
<b>Applicable in</b>	Rate Zone I excluding the Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Termination Date</b>	This Rate Schedule will terminate effective March 31, 2024.
<b>Rate</b>	<p><b>Energy Charge:</b></p> <p>The charge applied to energy supplied under this Rate Schedule 1893 during each HLH and LLH in the Billing Period is equal to:</p> <ol style="list-style-type: none"> <li>The greater of: <ol style="list-style-type: none"> <li>The Intercontinental Exchange (<b>ICE</b>) Mid-Columbia (<b>Mid-C</b>) Peak or Mid-C Off-Peak weighted average index price, as published by the ICE in the ICE Day Ahead Power Price Report, applicable to the hour on each day of the Billing Period; and</li> <li>\$0/kWh; plus</li> </ol> </li> <li>An adder of \$3.00/MWh for the May, June and July Billing Periods and \$7.00/MWh for all other Billing Periods.</li> </ol>

ACCEPTED: November 30, 2020ORDER NO. G-256-20
  
 ACTING COMMISSION SECRETARY

**Definitions**

Terms used in this Rate Schedule have the meanings given to them in Electric Tariff Supplement No. 5 or 87 (as applicable) and Rate Schedule 1823 or Rate Schedule 1828 (as applicable), unless otherwise defined. In addition, the following terms have the following meanings:

1. Billing Period

Each Billing Period is a calendar month, beginning on the first day of that calendar month and ending on the last day of that calendar month.

2. High Load Hours (**HLH**)

HLH is the period from 06:00 to 22:00 Monday to Saturday, except for Statutory Holidays (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day).

3. HLH Baseline

The Customer's average hourly energy consumption under Rate Schedule 1823 or Rate Schedule 1828, as applicable, during HLH for each calendar month of the BC Hydro fiscal year commencing April 1, 2018 and ending March 31, 2019 (**Fiscal 2019**), or other period as determined in accordance with Special Condition 7, 8 and/or 9. For greater certainty, the HLH Baseline will represent the historical electricity consumption in HLH for the calendar month divided by the total number of HLH in that month.

4. HLH Gross Incremental Energy


The hourly energy taken by the Customer during each HLH of the Billing Period in excess of the HLH Baseline, excluding all hours where the energy taken is less than the HLH Baseline.

ACCEPTED: November 30, 2020

ORDER NO. G-256-20

  
ACTING COMMISSION SECRETARY

	<p>5. <b>HLH Net Incremental Energy</b></p> <p>The total energy taken by the Customer during all HLH of the Billing Period in excess of the total energy taken by the Customer under Rate Schedule 1823 or Rate Schedule 1828 (as applicable) during all HLH of the Billing Period.</p> <p>6. <b>Monthly HLH Net to Gross Ratio</b></p> <p>The ratio obtained by dividing HLH Net Incremental Energy by the sum of HLH Gross Incremental Energy for each Billing Period.</p> <p>7. <b>Low Load Hours (LLH)</b></p> <p>LLH are all hours other than HLH.</p> <p>8. <b>LLH Baseline</b></p> <p>The Customer's average hourly energy consumption under Rate Schedule 1823 or Rate Schedule 1828 (as applicable) during LLH for each calendar month of the BC Hydro fiscal year commencing April 1, 2018 and ending March 31, 2019 (<b>Fiscal 2019</b>), or other period as determined in accordance with Special Condition 7, 8 and/or 9. For greater certainty, the LLH Baseline for each calendar month will represent the historical electricity consumption in LLH for the calendar month divided by the total number of LLH in that month.</p> <p>9. <b>LLH Gross Incremental Energy</b></p> <p>The hourly energy taken by the Customer during each LLH of the current Billing Period in excess of the LLH Baseline, excluding all hours where the energy taken is less than the LLH Baseline.</p> <p>10. <b>LLH Net Incremental Energy</b></p> <p>The total energy taken by the Customer during all LLH of the current Billing Period in excess of the total energy taken by the Customer under Rate Schedule 1823 or Rate Schedule 1828 (as applicable) during all LLH of the Billing Period.</p>
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	<p>11. Monthly LLH Net to Gross Ratio</p> <p>The ratio obtained by dividing LLH Net Incremental Energy by the sum of LLH Gross Incremental Energy for each Billing Period.</p> <p>12. Monthly Reference Demand</p> <p>The Monthly Reference Demand will be the actual Billing Demand (in kVA) during each Billing Period of Fiscal 2019, or other period as determined in accordance with Special Condition 7, 8 and/or 9, and which is used to determine the Customer's HLH and LLH Baselines.</p>
<b>Highest kVA Demand for Rate Schedule 1823 or Rate Schedule 1828</b>	<p>If the Customer is supplied with Electricity under this Rate Schedule, for the purposes of determining Billing Demand under Rate Schedule 1823 or Rate Schedule 1828 (as applicable), the highest kVA Demand during the High Load Hours in each Billing Period will be equal to the lesser of:</p> <ol style="list-style-type: none"> <li>1. The Monthly Reference Demand; or</li> <li>2. The actual highest kVA Demand during the High Load Hours in the Billing Period.</li> </ol>
<b>Reference Energy for Rate Schedule 1823 or Rate Schedule 1828</b>	<p>If the Customer is supplied with Electricity under this Rate Schedule, the energy supplied to the Customer under Rate Schedule 1823 or Rate Schedule 1828 (as applicable) in each Billing Period will be the total energy supplied to the Customer less HLH and LLH Net Incremental Energy.</p>
<b>Rate Schedule 1893 Energy Determination</b>	<ol style="list-style-type: none"> <li>1. If HLH Net Incremental Energy is greater than zero, the HLH Gross Incremental Energy for each HLH hour of the Billing Period will be multiplied by the Monthly HLH Net to Gross Ratio. The product will be the amount of energy supplied during that HLH hour under this Rate Schedule.</li> <li>2. If LLH Net Incremental Energy is greater than zero, the LLH Gross Incremental Energy for each LLH hour of the Billing Period will be multiplied by the Monthly LLH Net to Gross Ratio. The product will be the amount of energy supplied during that LLH hour under this Rate Schedule.</li> </ol>

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	<p>3. All other energy supplied to the Customer during the current Billing Period will be energy supplied under Rate Schedule 1823 or Rate Schedule 1828 (as applicable).</p>
<b>Special Conditions</b>	<p>1. Electricity is available under this Rate Schedule on a pilot basis only until March 31, 2024.</p> <p>2. BC Hydro agrees to provide Electricity under this Rate Schedule to the extent that it has energy and capacity to do so. BC Hydro may refuse Service under this Rate Schedule in circumstances where BC Hydro does not have sufficient energy or capacity. For greater certainty, BC Hydro will not be required to construct a System Reinforcement under Electric Tariff Supplement Nos. 6 or 88 to provide Service under this Rate Schedule.</p> <p>3. In order for a Customer to be eligible to take Electricity under this Rate Schedule:</p> <p>(a) The Customer must satisfy BC Hydro that it can reduce its load to its Monthly Reference Demand within one hour of receiving notice to reduce its load from BC Hydro; and</p> <p>(b) The Customer must provide at least 30 days written notice to BC Hydro of its intention to take Electricity under this Rate Schedule as follows:</p> <p>(i) By March 1 for the upcoming Billing Year commencing April 1; or</p> <p>(ii) For the period prior to March 1, 2020, within 30 days of the effective date of this Rate Schedule; or</p> <p>(iii) Where a new RS 1823 Customer commences taking service during the Billing Year and still meets the eligibility criteria (such as by acquiring an existing site with the required consumption history), at least 30 days prior to the start of the next Billing Period; and</p>

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	<p>(c) Any notice provided by a Customer under this subsection must include:</p> <ul style="list-style-type: none"> <li>(i) An estimate of the amount of energy (in MWh) that the Customer expects to take under this Rate Schedule during each Billing Period; and</li> <li>(ii) A description of the operational and/or production changes, as applicable, that the Customer plans to make at its plant to take advantage of this pilot program.</li> </ul>
4.	<p>If a Customer fails to reduce load to its Monthly Reference Demand in accordance with a notice received from BC Hydro: (a) the Customer will be charged 150% of the Energy Charge applicable to the hour for all RS 1893 Energy supplied during the period that the Customer failed to reduce its load as determined by BC Hydro; and (b) BC Hydro may, at its discretion, cancel the Customer's service under this Rate Schedule. If a Customer's service is cancelled under this subsection, BC Hydro may require the Customer to install load control relays and associated telecommunications equipment at its facilities, at the Customer's cost, and provide BC Hydro with real-time control of these relays before the Customer is again eligible to take service under this Rate Schedule.</p>
5.	<p>If a Customer has self-generation, Electricity may be taken by that Customer under this Rate Schedule on an instantaneous basis when all or part of the Customer's electrical generating plant is curtailed.</p>
6.	<p>If a Customer taking service under this Rate Schedule also has an Electricity Purchase Agreement (<b>EPA</b>) with BC Hydro, no HLH and LLH Net Incremental Energy will be determined in any Billing Period if this energy is directly associated with an event of generator turndown, in accordance with and as defined in the EPA, for which the Customer is entitled to financial payment from BC Hydro under the EPA.</p>

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**BC Hydro**

Rate Schedule 1893 – Revision 1

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	<p>7. Customers will require at least two years of historical Electricity usage, to be eligible for baseline determination. Customers who have been transferred to service under Rate Schedule 1828 can apply for adjustments to their HLH and LLH Baseline and Reference Demand to reflect their expected Rate Schedule 1828 Electricity usage.</p> <p>Where the customer does not have historical annual electricity consumption for Fiscal 2019, the most recent 12 Billing Periods will be used.</p> <p>8. If BC Hydro and the Customer agree that the LLH and HLH Baselines and/or Monthly Reference Demand as defined above are not representative of the Customer's normal expected Rate Schedule 1823 or Rate Schedule 1828 Electricity usage, as applicable, during each Billing Period, and the parties agree to alternative LLH and HLH Baselines and/or Monthly Reference Demand, BC Hydro will file the agreed-to LLH and HLH Baselines and/or Monthly Reference Demand with the British Columbia Utilities Commission (<b>BCUC</b>) for approval. In cases where the Customer and BC Hydro cannot reach agreement, the BCUC will determine the final LLH and HLH Baselines and Monthly Reference Demand.</p> <p>9. BC Hydro will file with the BCUC any adjustments to the HLH and LLH Baselines and/ or Monthly Reference Demands that are requested by customers and that BC Hydro has determined are consistent with the principles and criteria set out in BC Hydro's "Customer Baseline Load (<b>CBL</b>) Determination Guidelines" Electric Tariff Supplement No. 74.</p> <p>10. Subject to direction from the BCUC, BC Hydro will use the LLH and HLH Baselines and Monthly Reference Demand filed in accordance with Special Condition 8 and/or 9 for the purposes of applying this Rate Schedule and Rate Schedule 1823 or Rate Schedule 1828, as applicable.</p>
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11. If an RS 1823 customer's highest kVA Demand in HLH of a Billing Period is greater than the Monthly Reference Demand applicable to that Billing Period multiplied by 2.0, then: (i) the Monthly Reference Demand for that Billing Period will be automatically adjusted to be equal to 50% of the highest kVA Demand in HLH during that Billing Period; and (ii) the HLH and LLH Baselines for that Billing Period will be automatically adjusted to be equal to 50% of the total energy volumes taken by the customer in the HLH and LLH of that Billing Period. For RS 1823 customers, the adjustments to the Monthly Reference Demand and the HLH and LLH Baselines made pursuant to this Special Condition will be effective as of the start of the Billing Period in which the excess electricity was used. The adjusted Monthly Reference Demand and the adjusted HLH and LLH Baselines will remain in effect for that calendar month in future years of the RS 1893 pilot.
12. A Customer taking Electricity under this Rate Schedule may, by providing written notice to BC Hydro at any time, cancel supply under this Rate Schedule. In all cases of cancellation, BC Hydro will terminate RS 1893 service for the entire Billing Period in which the cancellation occurs. If supply under RS 1893 is cancelled, all electricity supplied will be billed under RS 1823 or RS 1828 and/or RS 1880, as applicable. BC Hydro will not rebill for any Electricity supplied under RS 1893 in a prior Billing Period. A Customer who cancels RS 1893 service will not be eligible to return to RS 1893 service during the Billing Year, but remains eligible to re-enrol for service under this Rate Schedule for any future Billing Year as long as all other eligibility requirements are met.
13. If a Customer with self-generation taking Electricity under this Rate Schedule requests service under Rate Schedule 1880 (Standby and Maintenance Supply) during any current Billing Period, Electricity supply under this Rate Schedule will be automatically cancelled for the remainder of the Billing Year. The date the Customer's RS 1880 service request is validated by BC Hydro will be the effective date of cancellation.

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**BC Hydro**

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	14. All monetary amounts referred to in this Rate Schedule will be paid in Canadian currency. The ICE Day Ahead Power Price Report referenced in this Rate Schedule is published in US dollars, and the amounts in the report will be converted from U.S. dollars to Canadian dollars at the Bank of Canada daily exchange rate on the applicable day(s).
<b>Taxes</b>	The rates set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes, as applicable.
<b>Note</b>	The terms and conditions under which Transmission Service is supplied are contained in Electric Tariff Supplement Nos. 5 and 6 or Electric Tariff Supplement Nos. 87 and 88 as applicable.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.
<b>Rate</b>	Rate Schedule 1893 is approved by BCUC Order No. G-256-20 as a pilot program effective January 1, 2020 to March 31, 2024.

ACCEPTED: November 30, 2020ORDER NO. G-256-20

 ACTING COMMISSION SECRETARY

**5. TRANSMISSION SERVICE****RATE SCHEDULE 1894 – TRANSMISSION SERVICE – CLEAN B.C. INDUSTRIAL ELECTRIFICATION RATE - CLEAN INDUSTRY AND INNOVATION**

<b>Availability</b>	<p>Supply is at 60 kV or higher.</p> <p>For Clean Industry Customers and Innovation Customers, subject to Special Condition 1.</p> <p>Service will be provided under this Rate Schedule 1894 for a fixed seven-year term only, starting as of the Commencement Date set out in the Customer's Electric Tariff Supplement Nos. 5 or 87 (as applicable) Electricity Supply Agreement. Subsequently, service will be provided under the otherwise applicable Rate Schedule.</p> <p>Effective March 31, 2030, and subject to the availability conditions above, this Rate Schedule will only be available to Customers already taking service under this Rate Schedule prior to that date.</p>
<b>Applicable in</b>	Rate Zone I excluding the Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Termination Date</b>	This Rate Schedule will terminate effective March 31, 2037.

ACCEPTED: \_\_\_\_\_

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<b>Rate</b>	<p><b>Demand Charge:</b></p> <p>The charge per kVA of Billing Demand per Billing Period under this Rate Schedule 1894 is equal to:</p> <ul style="list-style-type: none"><li>(a) The Demand Charge specified under Rate Schedule 1823 multiplied by 0.80 for the Customer's Billing Years 1 to 5</li><li>(b) The Demand Charge specified under Rate Schedule 1823 multiplied by 0.87 for the Customer's Billing Year 6</li><li>(c) The Demand Charge specified under Rate Schedule 1823 multiplied by 0.93 for the Customer's Billing Year 7</li></ul> <p>Plus</p> <p><b>Energy Charge:</b></p> <p>The charge per kWh of energy supplied under this Rate Schedule 1894 for all kWh per Billing Period is equal to:</p> <ul style="list-style-type: none"><li>(a) Energy Charge A specified under Rate Schedule 1823 multiplied by 0.80 for the Customer's Billing Years 1 to 5</li><li>(b) Energy Charge A specified under Rate Schedule 1823 multiplied by 0.87 for the Customer's Billing Year 6</li><li>(c) Energy Charge A specified under Rate Schedule 1823 multiplied by 0.93 for the Customer's Billing Year 7</li></ul>
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**Definitions**

Terms used in this Rate Schedule have the meanings given to them in Electric Tariff Supplement Nos. 5 or 87 (as applicable) and Rate Schedule 1823, unless otherwise defined below. In addition, the following terms have the following meanings:

1. Billing Year

For the purpose of this Rate Schedule 1894, the Billing Year is the 12-month period starting with the Commencement Date set out in the Customer's Electricity Supply Agreement or anniversary thereof each year and ending on the last day of such 12-month period.

2. New Customer Plant

A New Customer Plant is a Customer facility that was not taking electricity service from BC Hydro as of the effective date of this Rate Schedule 1894.

3. Clean Industry Customer

A New Customer Plant that uses a process to remove greenhouse gases from the atmosphere or produces a renewable or low-carbon fuel, including:

- (a) Production of hydrogen via electrolysis;
- (b) Production of synthetic fuels from hydrogen, carbon dioxide or biomass; and
- (c) Capture and/or storage of carbon dioxide.

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**4. Innovation Customer**

A New Customer Plant that is a data center, composed of networked computers and data storage used to organize, process, store and disseminate large amounts of data, subject to the requirements that:

- (a) The Customer's Contract Demand in its Electricity Supply Agreement must be greater than 10,000 kW.A;
- (b) The Customer's Plant must not be used for producing or exchanging cryptocurrency; and
- (c) The annual energy consumption of the Customer's Plant must be greater than 70 GWh/year.

**5. Energy Participation Cap**

The Energy Participation Cap under this Rate Schedule 1894 is 1,500 GWh/year, subject to adjustment as set out below.

As of April 1 of each year, BC Hydro may reduce or increase the Energy Participation Cap of this Rate Schedule 1894 and increase or reduce the Energy Participation Cap of Rate Schedule 1895 by the same amounts, provided that the sum of the Energy Participation Caps of both Rate Schedules 1894 and 1895 do not exceed 5,000 GWh/year. BC Hydro may assess the 5,000 GWh/year cap, from time to time, as conditions warrant.

**6. Actual Annual Energy Consumption**

The Actual Annual Energy Consumption is, for Customers that have been taking service under this Rate Schedule 1894 for more than 12 Billing Periods, the sum of each such Customer's actual energy consumption in the most recent 12 Billing Periods.

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	<p>7. Expected Annual Energy Consumption</p> <p>The Expected Annual Energy Consumption is: (i) for Customers determined to be eligible for service under this Rate Schedule 1894 but not yet taking service; and (ii) for Customers that have been taking service under Rate Schedule 1894 for less than 12 Billing Periods, the sum of each such Customer's expected annual energy consumption under this Rate Schedule 1894 for 365 consecutive days of normal operations as determined in accordance with Special Condition 1.</p>
<b>Special Conditions</b>	<p>1. Determination of Eligibility for Service under Rate Schedule 1894</p> <p>A Customer applying for service under this Rate Schedule 1894 must provide an engineering estimate of the expected annual energy consumption of the Customer Plant that is representative of normal operations over a consecutive 365-day period after the commencement of service and that has been signed by a Professional Engineer (P.Eng) or Officer of the company. The engineering estimate documentation must include descriptions of the equipment comprising the Customer Plant and plant production process/es, and the supporting background and technical documentation used to determine the estimate.</p> <p>BC Hydro will assess a Customer's eligibility for service under this Rate Schedule 1894 at the time the Customer provides the engineering estimate documentation and prior to the Customer entering into a Tariff Supplement Nos. 6 or 87 Facilities Agreement with BC Hydro.</p>

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BC Hydro will perform an Engineering Review of the customer's engineering submission to assess the expected annual electricity consumption impact of the Project. The Engineering Review will be based on the application of engineering principles to forecast assumptions of production and plant/system/equipment performance data used in the customer's engineering submission.

A Customer will be eligible for service under this Rate Schedule 1894 if the Customer is a Clean Industry Customer or Innovation Customer, and the sum of the Actual Annual Energy Consumption, the Expected Annual Energy Consumption and the Customer's expected annual energy consumption do not exceed the Energy Participation Cap at the time the service request is assessed.

The determination of eligibility will remain effective so long as the Customer continues to actively move through BC Hydro's load interconnection process.

2. If after the second Billing Year an Innovation Customer's energy consumption under Rate Schedule 1894 is less than 70 GWh/year in any subsequent 12 consecutive Billing Periods, unless otherwise agreed to by BC Hydro, service to the Customer under this Rate Schedule 1894 will be cancelled and the Customer will be provided service under the otherwise applicable Rate Schedule.

3. **Concurrent Service Under Other Rate Schedules**

BC Hydro will not provide service to a Customer Plant under any other rate schedule or rate schedules while the Customer is taking service under this Rate Schedule 1894, except for Rate Schedule 1880 as applicable.

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**BC Hydro**

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<b>Taxes</b>	The rates set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.
<b>Note</b>	The terms and conditions under which Transmission Service is supplied are contained in Electric Tariff Supplement Nos. 5 and 6, or Electric Tariff Supplement Nos. 87 and 88, as applicable.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.

ACCEPTED: \_\_\_\_\_

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**5. TRANSMISSION SERVICE****RATE SCHEDULE 1895 – TRANSMISSION SERVICE – CLEAN B.C. INDUSTRIAL ELECTRIFICATION RATE – FUEL SWITCHING**

<b>Availability</b>	<p>For Customers that are eligible for service under Rate Schedule 1823 or Rate Schedule 1828 and have qualifying New Electrification Projects or Modification Electrification Projects, subject to Special Condition 1.</p> <p>Not available to oil transportation pipelines, oil refineries, methanol production and natural gas liquefaction facilities.</p> <p>Service will be provided to a Customer under this Rate Schedule for a fixed term of up to seven years only, starting as of the first day of the Customer's first Billing Year. Subsequently, service will be provided under the otherwise applicable Rate Schedule.</p> <p>Effective March 31, 2030, and subject to the availability conditions above, this Rate Schedule will only be available to Customers already taking service under this Rate Schedule prior to that date or such later date acceptable to BC Hydro.</p>
<b>Applicable in</b>	Rate Zone 1 excluding the Districts of Kingsgate-Yahk and Lardeau-Shutty Bench.
<b>Termination Date</b>	This Rate Schedule will terminate effective March 31, 2037.

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<b>Rate</b>	<p><b>Demand Charge:</b></p> <p>The charge per kVA of Billing Demand per Billing Period under this Rate Schedule 1895 is equal to:</p> <ul style="list-style-type: none"> <li>(a) The Demand Charge specified under Rate Schedule 1823 multiplied by 0.80 for the Customer's Billing Years 1 to 5;</li> <li>(b) The Demand Charge specified under Rate Schedule 1823 multiplied by 0.87 for the Customer's Billing Year 6;</li> <li>(c) The Demand Charge specified under Rate Schedule 1823 multiplied by 0.93 for the Customer's Billing Year 7.</li> </ul> <p>Plus</p> <p><b>Energy Charge:</b></p> <p>The charge per kWh of Energy Supplied under this Rate Schedule 1895 for all kWh per Billing Period is equal to:</p> <ul style="list-style-type: none"> <li>(a) The Customer's Average Energy Charge for the Billing Period multiplied by 0.80 for the Customer's Billing Years 1 to 5;</li> <li>(b) The Customer's Average Energy Charge for the Billing Period multiplied by 0.87 for the Customer's Billing Year 6;</li> <li>(c) The Customer's Average Energy Charge for the Billing Period multiplied by 0.93 for the Customer's Billing Year 7.</li> </ul>
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**Definitions**

Terms used in this Rate Schedule have the meanings given to them in Electric Tariff Supplement Nos. 5 or 87 and Rate Schedule 1823 or Rate Schedule 1828, as applicable, unless otherwise defined below. In addition, the following terms have the following meanings:

1. New Customer Plant

A New Customer Plant is a Customer facility that was not taking electricity service from BC Hydro at 60kV or higher as of the effective date of this Rate Schedule 1895.

2. Actual Annual Energy Consumption

The Actual Annual Energy Consumption is, for Customers that have been taking service under this Rate Schedule 1895 for more than 12 Billing Periods, the sum of each such Customer's actual energy consumption under this Rate Schedule 1895 in the most recent 12 Billing Periods.

3. Billing Demand

For the purpose of this Rate Schedule 1895, the Billing Demand for a Billing Period will be the highest of:

- (a) The highest kVA Demand during the High Load Hours (excluding a Rate Schedule 1880 Period of Use) in the Billing Period less the Customer's Billing Demand under Rate Schedule 1823 or Rate Schedule 1828 for the Billing Period as determined below; or
- (b) 75% of the highest Billing Demand under Rate Schedule 1895 for the Customer's Plant in the immediately preceding period of November to February, both months included; or
- (c) 50% of the expected kVA Demand under Rate Schedule 1895 for the Project as set out in the determination of the Fixed Percentage.

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For the purpose of determining Billing Demand for a Billing Period under Rate Schedule 1823 or Rate Schedule 1828:

- (a) If the highest kVA Demand during the High Load Hours (excluding a Rate Schedule 1880 Period of Use) in the Billing Period is greater than the Monthly Reference Demand, the Billing Demand will be set equal to the Monthly Reference Demand; or
- (b) If the highest kVA Demand during the High Load Hours (excluding a Rate Schedule 1880 Period of Use) is less than the Monthly Reference Demand, the Billing Demand will be set equal to the higher of:
  - (i) The highest kVA Demand during the High Load Hours (excluding a Rate Schedule 1880 Period of Use); or
  - (ii) 75% of the highest Billing Demand under Rate Schedule 1823 or Rate Schedule 1828, as applicable, for the Customer's Plant in the immediately preceding period of November through February, both months included.

#### 4. Billing Year

For the purpose of this Rate Schedule 1895, the Billing Year is the 12-month period starting with the Project In-service Date or anniversary thereof each year and ending on the last day of such 12-month period. For greater certainty, a Customer with multiple Projects will have multiple Billing Years.

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**5. Energy Supplied**

The Energy Supplied under this Rate Schedule 1895 for a Billing Period will be the higher of:

- (a) The Total Metered Energy supplied to the Customer in the Billing Period less the Customer's Monthly Energy Baseline for the Billing Period; or
- (b) Zero.

**6. Expected Annual Energy Consumption**

The Expected Annual Energy Consumption is: (i) for Customers determined to be eligible for service under this Rate Schedule 1895, but not yet taking service; and (ii) for Customers that have been taking service under Rate Schedule 1895 for less than 12 Billing Periods, the sum of each such Customer's expected annual energy consumption under this Rate Schedule 1895 for 365 consecutive days of normal operations as determined in accordance with Special Condition 1.

**7. Project**

A Project is a unique New Electrification Project or Modification Electrification Project, as applicable, that is implemented by the Customer.

Any subsequent changes to the Project will be deemed to be the same Project and have the same Project In-service Date as the original Project, except that any subsequent change that is assessed to increase expected electricity use by greater than 10 MVA or 75 GWh/year will be treated as a separate Project and will have a separate Project In-service Date determined, subject to Special Condition 1.

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**8. Project In-service Date**

The Project In-service Date is:

- (a) For a New Customer Plant, the Commencement Date set out in the Customer's initial Electricity Supply Agreement;
- (b) For a Modification Electrification Project, the date the Modification Electrification Project is first energised.

For greater certainty, the Project does not need to be fully commissioned or achieving its full design capability at the Project In-service Date.

**9. Energy Participation Cap**

The Energy Participation Cap of this Rate Schedule 1895 is 3,500 GWh/year, subject to adjustment as set out below.

As of April 1 of each year, BC Hydro may reduce or increase the Energy Participation Cap of this Rate Schedule 1895 and increase or reduce the Energy Participation Cap of Rate Schedule 1894 by the same amounts, provided that the sum of the Energy Participation Caps of both Rate Schedules 1894 and 1895 do not exceed 5,000 GWh/year. BC Hydro may assess the 5,000 GWh/year cap, from time to time, as conditions warrant.

**10. Fixed Percentage**

The purpose of the Fixed Percentage is to separate electricity that will be served under Rate Schedule 1823 or Rate Schedule 1828 from electricity that will be served under Rate Schedule 1895. Only the assessed portion of load for the fuel switch portion of a Project is eligible for Rate Schedule 1895 pricing.

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The Fixed Percentage will initially be determined based on the Customer's engineering submission in accordance with Special Condition 1. The Fixed Percentage will then be subject to annual assessment and adjustment in accordance with Special Conditions 4 and 5.

- (a) For a New Customer Plant, the Fixed Percentage is the percentage (rounded to two decimal places and not to exceed 100%) of the total electricity supplied to the Customer's Plant that is required to serve the fuel switch portion of the New Electrification Project.
- (b) For an existing Customer with a Modification Electrification Project, the Fixed Percentage is the percentage (rounded to two decimal places and not to exceed 100%) of the total incremental electricity supplied to the Customer's Plant that is required to serve the fuel switch portion of the Modification Electrification Project.

#### 11. New Electrification Project

A New Electrification Project is a project:

- (a) undertaken as part of the design of a New Customer Plant that is powered by electricity supplied by BC Hydro and where the Customer had an alternative to design all, or a portion, of the Project (including specific pieces of equipment) to be powered by hydrocarbon fuel; and/or
- (b) to permanently modify existing operating plant with electrical equipment that uses hydrocarbon fuel for self-generation of electricity and is not powered by electricity supplied by BC Hydro, to take electricity supplied by BC Hydro so as to eliminate or reduce hydrocarbon fuel usage for power supply; and/or

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- (c) to permanently modify existing operating plant that is powered by electricity supplied by BC Hydro at less than 60kV, so as to take electricity supply from BC Hydro at 60kV or higher. The Customer must demonstrate that it had an alternative to power all, or a portion, of the Project (including specific pieces of equipment) by hydrocarbon fuel, in which case all of the existing plant load that is switched to service at 60kV or higher will then be treated as New Customer Plant.

To qualify, for each case listed above, the Customer must demonstrate that: (i) it had a viable alternative project using hydrocarbon fuel to power all or a portion of the Project; and (ii) the fuel switch portion of the Project results in an assessed increase in electrical energy of at least 20 GWh/year.

#### 12. Modification Electrification Project

A Modification Electrification Project is a project undertaken by an existing Customer to:

- (a) Increase or modify the capacity of the Customer's Plant powered by electricity supplied by BC Hydro where the Customer had an alternative to design all or a portion of the Project (including specific pieces of equipment) to be powered by hydrocarbon fuel; and/or
- (b) Permanently modify existing plant and/or add new plant to change the power supply for the Customer's Plant, or a portion of it (including specific pieces of equipment), from hydrocarbon fuel to electricity supplied by BC Hydro.

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To qualify, for each case listed above, the Customer must demonstrate that for each Project: (i) it had a viable alternative project using hydrocarbon fuel to power all, or a portion, of the project; and (ii) the fuel switch portion of the Project results in an assessed increase in electrical energy consumption of at least 20 GWh/year.

13. Monthly Reference Demand

For Customers with a New Electrification Project, the Monthly Reference Demand (in kVA) for a Billing Period will be equal to the product of:

- (a) (100% minus the Fixed Percentage); and
- (b) The Customer's highest kVA Demand during the High Load Hours in the Billing Period, excluding a Rate Schedule 1880 Period of Use.

For Customers with a Modification Electrification Project, the Monthly Reference Demand (in kVA) for a Billing Period will be equal to the sum of:

- (a) The actual Billing Demand under Rate Schedule 1823 or Rate Schedule 1828 in the corresponding Billing Period of the most recent annual period prior to the commencement of service under this Rate Schedule 1895; and

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(b) The product of:

(i) (100% minus the Fixed Percentage); and

(ii) The higher of:

- the difference between the Customer's highest kVA Demand during the High Load Hours in the Billing Period (excluding a Rate Schedule 1880 Period of Use) and the actual Billing Demand under Rate Schedule 1823 or Rate Schedule 1828 in the corresponding Billing Period as determined per (a) above; or
- zero.

The Monthly Reference Demand will remain subject to adjustment in accordance with Special Conditions 3, 4 and 5.

#### 14. Monthly Energy Baseline

For a Customer with a New Electrification Project, the Monthly Energy Baseline (in kWh) for a Billing Period will be equal to the product of:

- (a) (100% minus the Fixed Percentage) and the Customer's Total Metered Energy in the Billing Period.

For a Customer with a Modification Electrification Project, the Monthly Energy Baseline (in kWh) for a Billing Period will be equal to the sum of:

- (a) The actual kWh supplied to the Customer under Rate Schedule 1823 or Rate Schedule 1828 in the corresponding Billing Period of the most recent annual period prior to the commencement of service under this Rate Schedule 1895; and

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(b) The product of:

(i) (100% minus the Fixed Percentage); and

(ii) The higher of:

- the difference between the Customer's Total Metered Energy in the Billing Period and the actual kWh supplied to the Customer under Rate Schedule 1823 or Rate Schedule 1828 in the corresponding Billing Period as determined per (a) above; and
- zero.

Monthly Energy Baselines will remain subject to adjustment in accordance with Special Conditions 3, 4 and 5.

**15. Average Energy Charge**

For a Customer with a New Electrification Project, the Average Energy Charge (in \$/kWh) for all Billing Periods is equal to Energy Charge A specified under Rate Schedule 1823.

For a Customer served under Rate Schedule 1828 with a Modification Electrification Project, the Average Energy Charge (in \$/kWh) for all Billing Periods is equal to that Customer's prevailing energy charge as determined under Rate Schedule 1828.

For a Customer served under Rate Schedule 1823 with a Modification Electrification Project, the Average Energy Charge (in \$/kWh) for a Billing Period is equal to the total Rate Schedule 1823 energy charge (in \$) to the Customer for that Billing Period divided by the total energy (in kWh) supplied to the Customer under Rate Schedule 1823 in that Billing Period.

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	<p>16. Total Metered Energy</p> <p>The Total Metered Energy is the total energy (in kWh) supplied to the Customer at the Point of Delivery for the Customer's Plant, excluding energy supplied under Rate Schedule 1880.</p> <p>17. Assessed</p> <p>Assessed means the expected or actual electrical energy consumption and demand impact of a Project and/or the fuel switch portion of the Project that has been determined by BC Hydro in accordance with commonly accepted engineering principles and based on the Customer's engineering submission.</p>
<b>Special Conditions</b>	<p>1. Determination of Eligibility for Service under Rate Schedule 1895</p> <p>A Customer applying for service under this Rate Schedule 1895, including for an increase in service under this Rate Schedule, must provide an engineering submission that is acceptable to BC Hydro and that has been signed by a Professional Engineer (P.Eng) or Officer of the company. The Customer's engineering submission must include: (i) a description of the Project and associated production process/es; (ii) a description of the hydrocarbon fuel power supply alternative for the Project, including information demonstrating that the alternative is both technically and financially viable; (iii) the expected date by which the Customer will be making its financial investment decision to proceed with the Project and the expected in-service date for the Project; (iv) an estimate of the electrical load of the Project in both kVA and kWh over a full year's normal operations and of any planned changes or stages related to the Project; and (v) any other relevant supporting background and technical documentation in relation to the Project.</p>

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The Customer must also provide a Declaration, signed by an Officer of the company, stating that the Customer will continue to take service from BC Hydro under the applicable rate schedule for a minimum of five years after completion of service under this Rate Schedule 1895, provided the Customer's Plant remains operational.

A Project will be eligible for service under this Rate Schedule 1895 if:

- (a) The Customer's New Electrification Project or Modification Electrification Project is assessed by BC Hydro to consume at least 20 GWh/year of energy on an expected basis, and the sum of the expected annual energy consumption for the Customer's Project plus the Actual Annual Energy Consumption and the Expected Annual Energy Consumption for all other Customers does not exceed the Energy Participation Cap; and
- (b) The expected In-Service Date for the Project precedes March 31, 2030 or such later date acceptable to BC Hydro; and
- (c) The expected date by which the Customer will make a financial investment decision to proceed with a Project is within four years of the date of its engineering submission, or such other date acceptable to BC Hydro.

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For a New Electrification Project, BC Hydro will assess a Customer's eligibility for service under this Rate Schedule 1895 at the time the Customer provides its engineering submission for Stage 1 Engineering Review by BC Hydro and prior to the Customer entering into a Tariff Supplement Nos. 6 or 87 Facilities Agreement with BC Hydro.

For a Modification Electrification Project, BC Hydro will assess a Customer's eligibility for service under this Rate Schedule 1895 at the time the Customer provides its engineering submission for Stage 1 Engineering Review by BC Hydro and prior to the Project In-service Date.

A Customer that is determined to be eligible for service under this Rate Schedule 1895 will continue to be eligible for so long as the Customer continues to actively move through the interconnection process related to its Project or otherwise demonstrates to BC Hydro's satisfaction that it is proceeding with their Project in accordance with the schedule provided in their engineering submission(s).

2. Service under Rate Schedule 1823 for a New Customer Plant

A New Customer Plant supplied with electricity under this Rate Schedule 1895 will not have a Customer Baseline Load (Energy CBL) for service under Rate Schedule 1823 while the Customer is taking service under this Rate Schedule 1895. For greater certainty, Energy Charge A specified under Rate Schedule 1823 will apply to all kWh supplied to such new Customers under Rate Schedule 1823.

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**3. Determination of Fixed Percentage**

The Fixed Percentage will be a single number used to determine the amounts of electricity (in kVA and kWh) supplied to a Customer under Rate Schedule 1823 or Rate Schedule 1828 while being served under this Rate Schedule 1895.

Via Stage 1 Engineering Review, BC Hydro will determine the Fixed Percentage in relation to a Customer's New Electrification Project or Modification Electrification Project based on the engineering submission provided by the Customer in accordance with Special Condition 1.

**4. Annual Assessment of Baselines and Fixed Percentage**

Within 90 days of the end of a Billing Year and in consultation with the Customer, BC Hydro will conduct an annual review of the Customer's Monthly Reference Demands, Monthly Energy Baselines and Fixed Percentage.

BC Hydro and the Customer will use billing and metering data and the Customer's updated engineering submission(s) to assess, via Stage 2 or Stage 3 Engineering Review, that the baselines continue to be representative of normal expected electricity use under Rate Schedule 1823 or Rate Schedule 1828 for the current Billing Year.

Via Stage 2 or Stage 3 Engineering Review, the Fixed Percentage will thereafter remain subject to annual assessment and adjustment in accordance with Special Conditions 5 and 6. BC Hydro may require the customer to install metering equipment to BC Hydro's satisfaction to separately monitor and measure project electrical loads, at the customer's cost.

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Where the customer's own metering information is used to assess the electricity consumption of a Project, the Customer will be responsible to design, procure, install and operate and maintain a high accuracy metering system (e.g., meter and instrument transformers) to BC Hydro's satisfaction and to provide such metering information requested by BC Hydro as part of its engineering submission

5. Baseline Adjustments

If BC Hydro and the Customer agree that the Monthly Reference Demands, Monthly Energy Baselines or Fixed Percentage as determined in accordance with the provisions above are not representative of the Customer's normal expected Rate Schedule 1823 or Rate Schedule 1828 electricity use for the current Billing Year, the parties can attempt to reach agreement on baseline adjustments. BC Hydro will rely on the principles and criteria set out in Tariff Supplement No. 74 to review and assess any requested baseline adjustments.

To initiate a baseline adjustment request, including a change to the Fixed Percentage, the Customer must provide an engineering submission to BC Hydro with a description of the requested adjustments and supporting technical information:

- (a) If the Customer's request for adjustment is to its initial Fixed Percentage:
  - (i) For Stage 1 Engineering Review, the Customer's engineering submission must be provided to BC Hydro prior to the commencement of service under Rate Schedule 1895;

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- (ii) For Stage 2 or Stage 3 Engineering Review, the Customer's engineering submission must be provided to BC Hydro within 30 days of the end of the prior Billing Year, unless otherwise agreed to by BC Hydro.
- (iii) Where a Customer served under Rate Schedule 1823 has separately requested and been approved for an Energy CBL adjustment under Tariff Supplement No. 74, BC Hydro will make a corresponding adjustment to the Customer's Monthly Energy Baseline under Rate Schedule 1895 for the applicable Billing Period(s) of the current Billing Year. In this case, no further engineering submission is required since BC Hydro will have already assessed the electricity consumption impact of the adjustment event(s).

A Customer request for an increase or decrease in the Contract Demand specified in their Electricity Supply Agreement will trigger an automatic review by BC Hydro of the Customer's Monthly Reference Demands, Monthly Energy Baselines or Fixed Percentage.

BC Hydro will file all adjusted baselines with the British Columbia Utilities Commission (BCUC) for approval. Subject to direction from the BCUC, BC Hydro will use such filed baselines for the purpose of applying this Rate Schedule 1895 and Rate Schedule 1823 or Rate Schedule 1828, as applicable.

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**6. Assessment of Project Electricity Consumption**

BC Hydro will assess the electricity consumption impact of the Project and/or fuel switch portion of the Project as set out below:

**Stage 1 Engineering Review: Initial Engineering Estimate**

The purpose of the Stage 1 Review is to determine an initial estimate of the expected electricity consumption impact of the Project based on the application of engineering principles to forecast assumptions of production and plant/system/equipment performance data used in the Customer's initial engineering submission.

**Stage 2 Engineering Review: Refined Engineering Estimate**

The purpose of the Stage 2 Review is to refine the Stage 1 Review estimate of the electricity consumption impact for the Project based on the application of engineering principles to actual production, metering and plant/system/equipment performance data used in the Customer's updated engineering submission.

**Stage 3 Engineering Review: Impact Study**

The purpose of the Stage 3 Review is to further refine and assess prior engineering determinations of the electricity consumption impact of the Project. If an Impact Study is requested by BC Hydro, the Impact Study must be prepared by a third-party acceptable to BC Hydro and retained and paid for by the Customer.

The Impact Study will be based on the application of an international protocol known as the International Performance Measurement and Verification Protocol (IPMVP). BC Hydro will work with the customer and the third-party to agree on the scope of the Impact Study.

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	<p>The Customer will deliver a copy of the Impact Study report to BC Hydro for review. BC Hydro will not be bound to accept the conclusions of the Impact Study, but may also rely on metering and billing data, or other available data, in making its determination.</p> <p>If BC Hydro determines that a second Impact Study is required to assess the electricity consumption impact of the Project, BC Hydro will pay the cost of the second Impact Study.</p> <p>7. Concurrent Service Under Other Rate Schedules</p> <p>BC Hydro will not provide service to a Customer under any other rate schedule or rate schedules while the Customer is taking service under this Rate Schedule 1895, except for Rate Schedule 1823 or Rate Schedule 1828 and, as applicable, Rate Schedule 1880. For greater certainty, the Customer will not be eligible for service under any of BC Hydro's other optional non-firm Rate Schedules such as Rate Schedule 1892 and Rate Schedule 1893.</p>
<b>Taxes</b>	The rates set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.
<b>Note</b>	The terms and conditions under which Transmission Service is supplied are contained in Electric Tariff Supplement Nos. 5 and 6, and Electric Tariff Supplement Nos. 87 and 88, as applicable
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.

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COMMISSION SECRETARY

**BC Hydro**

Rate Schedule 3808 – Revision 9

Effective: April 1, 2021

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**5. TRANSMISSION SERVICE****RATE SCHEDULE 3808 – TRANSMISSION SERVICE – FORTISBC INC.**

<b>Availability</b>	This Rate Schedule is available to FortisBC Inc. (FortisBC) in accordance with the terms and conditions of the Agreement between BC Hydro and FortisBC entered into and deemed effective July 1, 2014 (Power Purchase Agreement). Contract Demand must not exceed 200 MW in any hour.
<b>Applicable in</b>	For Electricity delivered to FortisBC at each Point of Delivery as defined in the Power Purchase Agreement.
<b>Rate</b>	<b>Demand Charge:</b> \$8.655 per kW of Billing Demand per Billing Month  plus  <b>Energy Charge:</b>  Tranche 1 Energy Price: 5.073 ¢ per kWh  Tranche 2 Energy Price: 9.509 ¢ per kWh

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**BC Hydro**

Rate Schedule 3808 – Revision 9

Effective: April 1, 2021

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<b>Definitions</b>	<p>1. Billing Demand</p> <p>The Billing Demand in any Billing Month will be the greatest of:</p> <ul style="list-style-type: none"> <li>(a) The maximum amount of Electricity (in kW) scheduled under the Power Purchase Agreement, for any hour of the Billing Month;</li> <li>(b) 75% of the maximum amount of Electricity (in kW) scheduled under the Power Purchase Agreement in any hour in the 11 months of the Term immediately prior to the Billing Month (or less than 11 months, if the Effective Date is less than 11 months prior to the month); and</li> <li>(c) 50% of the Contract Demand (in kW) for the Billing Month.</li> </ul> <p>If FortisBC has reduced the Contract Demand in accordance with the Power Purchase Agreement, the amount of Electricity specified in item (b) above may not exceed an amount equal to 100% of the Contract Demand.</p> <p>2. Maximum Tranche 1 Amount</p> <p>The Maximum Tranche 1 Amount for each Contract Year is 1,041 GWh.</p> <p>3. Scheduled Energy Less Than or Equal to Annual Energy Nomination</p> <p>In any Contract Year, for the amount of the Scheduled Energy taken or deemed to be taken that is less than or equal to the Annual Energy Nomination, FortisBC will pay:</p> <ul style="list-style-type: none"> <li>(a) The Tranche 1 Energy Price for each kWh of such Scheduled Energy taken or deemed taken that is less than or equal to the Maximum Tranche 1 Amount; and</li> <li>(b) The Tranche 2 Energy Price for each kWh of such Scheduled Energy taken that exceeds the Maximum Tranche 1 Amount.</li> </ul>
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**BC Hydro**

Rate Schedule 3808 – Revision 9

Effective: April 1, 2021

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	<p>4. Scheduled Energy Exceeding the Annual Energy Nomination</p> <p>In any Contract Year, for the amount of the Scheduled Energy taken or deemed to be taken that exceeds the Annual Energy Nomination, FortisBC will pay:</p> <p>(a) 150% of the Tranche 1 Energy Price, for each kWh of such Scheduled Energy taken or deemed taken that exceeds the Annual Energy Nomination, but is less than or equal to the Maximum Tranche 1 Amount; and</p> <p>(b) 115% of the Tranche 2 Energy Price, for each kWh of such Scheduled Energy taken that exceeds the Annual Energy Nomination and also exceeds the Maximum Tranche 1 Amount.</p> <p>5. Annual Minimum Take</p> <p>In any Contract Year, FortisBC will schedule and take an amount of Electricity equal to at least 75% of the Annual Energy Nomination, and will be responsible for any Annual Shortfall.</p>
<b>Note</b>	The terms and conditions under which Service is supplied to FortisBC are contained in the Power Purchase Agreement.
<b>Taxes</b>	The rates and charges set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.

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## BC Hydro

Rate Schedule 3808 – Revision 9

Effective: April 1, 2021

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**Interim Rate Increase**

The Tranche 1 Energy Price and Demand Charge set out above are subject to the same rate adjustments as Rate Schedule 1827 (Rate for Exempt Customers). Tranche 2 Energy Price is subject to changes as provided for in the Power Purchase Agreement.

Effective April 1, 2021 the Tranche 1 Energy Price and the Demand Charge under this Rate Schedule include an interim rate increase of 1.16% before rounding.

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**5. TRANSMISSION SERVICE****RATE SCHEDULE 3817 – WHEELING SERVICE – FORTISBC INC.**

<b>Availability</b>	This Rate Schedule is available to FortisBC Inc. (FortisBC) for the Wheeling of electricity over BC Hydro's transmission facilities in accordance with the terms and conditions of the Amended and Restated Wheeling Agreement entered into between BC Hydro and FortisBC and deemed effective July 1, 2014 (Amended and Restated Wheeling Agreement).
<b>Applicable in</b>	The Point of Supply and the Points of Interconnection specified in the Amended and Restated Wheeling Agreement.
<b>CPI Adjustment</b>	Each Contract Year, the applicable rates for General Wheeling and Emergency Wheeling to each Point of Interconnection identified in this Rate Schedule will be adjusted by increasing the prior Contract Year's applicable rates by the annual rate of inflation as published by Statistics Canada using the British Columbia Consumer Price Index (all items) for the month of July preceding the commencement of the Contract Year in which the adjustment will apply. These adjustments will become effective at the commencement of the next Contract Year on October 1 of that calendar year, and the adjusted rates will be posted on BC Hydro's transmission website.

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<b>Annual General Wheeling Rates</b>	<p>Subject to adjustment in accordance with the CPI Adjustment provision of this Rate Schedule, for the purposes of calculating the applicable rates for General Wheeling to each Point of Interconnection identified in this Rate Schedule for the Contract Year commencing October 1, 2013, the applicable rates for General Wheeling to each Point of Interconnection identified in this Rate Schedule for the prior Contract Year are:</p> <ol style="list-style-type: none"> <li>Point of Supply to Creston Point of Interconnection \$13,411.12 per MW of Nominated Wheeling Demand</li> <li>Point of Supply to Okanagan Point of Interconnection \$20,578.55 per MW of Nominated Wheeling Demand</li> <li>Point of Supply to Princeton Point of Interconnection \$54,874.45 per MW of Nominated Wheeling Demand</li> </ol>
<b>Monthly Charge</b>	The monthly charge will be one-twelfth of the above annual rate per MW of Nominated Wheeling Demand for each Point of Interconnection.
<b>Nominated Wheeling Demand</b>	The maximum amount of electricity, as determined in section 6.1 of the Amended and Restated Wheeling Agreement, that BC Hydro will Wheel for FortisBC under General Wheeling to each Point of Interconnection during a stated Contract Year.
<b>POI Imbalance Wheeling</b>	A rate will be charged for each MW of POI Imbalance Wheeling that is equal to 200% of the then-current maximum rate that would apply to FortisBC under Schedule 01 of BC Hydro's Open Access Transmission Tariff for Hourly Non-Firm Point-To-Point Transmission Service.
<b>Emergency Wheeling</b>	Subject to adjustment in accordance with the CPI Adjustment provision of this Rate Schedule, a rate of 0.110 ¢ per kWh will be charged for each kWh of Emergency Wheeling. This charge would only apply to Wheeled Electricity which cannot be accommodated within the limits of the Nominated Wheeling Demand applicable to the Point of Interconnection, and which meets the criteria for Emergency Wheeling in accordance with the Amended and Restated Wheeling Agreement.

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**BC Hydro**

Rate Schedule 3817 – Revision 3

Effective: February 5, 2021

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<b>Note</b>	The terms and conditions under which Wheeling is provided to FortisBC are contained in the Amended and Restated Wheeling Agreement. All terms capitalized above are defined in the Amended and Restated Wheeling Agreement.
<b>Taxes</b>	The rates and charges set out in this Rate Schedule are exclusive of goods and services and provincial sales taxes.

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**6. OTHER****RATE SCHEDULE 1289 – NET METERING SERVICE**

<b>Availability</b>	<p>For any Residential Service Customer and for any General Service Customer who:</p> <ol style="list-style-type: none"> <li>1. installs a Generating Facility to generate electricity to serve all or part of their Electricity requirements on the Customer's Premises, and</li> <li>2. has had their Net Metering Application for Service under this Rate Schedule accepted by BC Hydro in writing and has received Interconnection Approval.</li> </ol> <p>With the consent of BC Hydro, Customers taking Service under other Rate Schedules may be admitted to Service under this Rate Schedule, provided that BC Hydro is satisfied that the metering, billing and other requirements of this Rate Schedule can be met.</p>
<b>Applicable in</b>	All Rate Zones.
<b>Rate</b>	<p><b>Energy Charge:</b></p> <p>Charges for the Customer's Net Consumption will be in accordance with the Rate Schedule under which the Customer is receiving Service from BC Hydro.</p> <p><b>Energy Price:</b></p> <p>For all Electricity represented by the Generation Account Balance remaining in the Customer's Generation Account at any Anniversary Date, BC Hydro will pay:</p> <ol style="list-style-type: none"> <li>(a) Customers with an accepted Net Metering Application from April 29, 2019 or later: <ul style="list-style-type: none"> <li>a price calculated every January 1st based on the daily average Mid-Columbia prices for the previous calendar year, converted to Canadian dollars using the average annual exchange rate from the Bank of Canada for that year.</li> </ul> </li> </ol>

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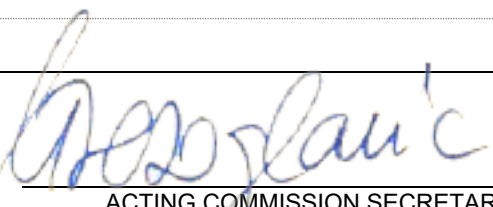
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	<p>(b) Customers with an accepted Net Metering Application on or before April 28, 2019:</p> <p>a transitional Energy Price of 9.99 ¢ per kWh. This transitional Energy Price will expire on April 30, 2024. After April 30, 2024, all Customers receiving Service under this Rate Schedule will be paid the Energy Price described in (a), above.</p>
<b>Definitions</b>	<ol style="list-style-type: none"> <li><b>Anniversary Date</b> The Anniversary Date is March 1st or such other date chosen by the Customer in the manner described in this Rate Schedule.</li> <li><b>DGTIR-100</b> DGTIR-100 is BC Hydro's Distributed Generation Technical Interconnection Requirements – 100 kW and Below.</li> <li><b>Generation Account</b> The Generation Account is an account established by BC Hydro for a Customer on the first billing period following the date the Customer commences taking Service under this Rate Schedule.</li> <li><b>Generation Account Balance</b> The Generation Account Balance is the Electricity represented by credits in a Customer's Generation Account.</li> <li><b>Generating Facility</b> Generating Facility for the purposes of this Rate Schedule means a generating facility, including fuel cells and energy recovery generation, that: <ol style="list-style-type: none"> <li>Utilizes biogas, biomass, geothermal heat, hydro, solar, ocean, wind or other energy resources or technologies defined as a "clean or renewable resource" in the Clean Energy Act (as updated from time to time) to generate Electricity;</li> </ol> </li> </ol>

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- (b) Has a nameplate rating of not more than 100 kilowatts; and
- (c) Is owned or leased by the Customer and is located on the same parcel of land as the Customer's Premises for which Service is being provided under any of the Rate Schedules described above, or on an adjacent parcel of land owned or leased by the Customer, and is connected to the same Point of Delivery as the Customer's Premises being served under any of the Rate Schedules described above, and includes all wiring, protection isolation devices, disconnect switches, and other equipment and facilities on the Customer's side of the Point of Delivery.

6. Interconnection Approval

BC Hydro's approval of the interconnection of the Generating Facility to the BC Hydro system and the commencement of operation of the Generating Facility.

7. Net Consumption

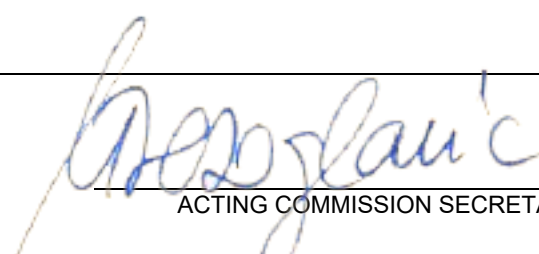
Net Consumption is the Net Energy that is positive because BC Hydro supplies more Electricity to the Customer than the Electricity delivered.

8. Net Energy

Net Energy is the difference between the Electricity supplied by BC Hydro to the Customer during the billing period and the Electricity delivered from the Generating Facility to BC Hydro's system during the billing period.

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**9. Net Generation**

Net Generation is the Net Energy that is negative because the Customer delivers more Electricity from the Generating Facility to BC Hydro's system than the Customer receives in Electricity from BC Hydro during the billing period.

**10. Net Metering Application**

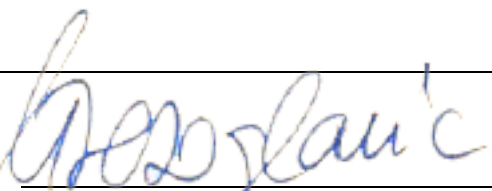
The Net Metering Application is the Customer's application to receive Service under this Rate Schedule, to expand the generating capacity of their Generating Facility, or to modify their Generating Facility.

**11. Net Metering Site Acceptance Verification Fee**

The Net Metering Site Acceptance Verification Fee is the fee set out in section 11 (Schedule of Standard Charges) of the Terms and Conditions of the Electric Tariff.

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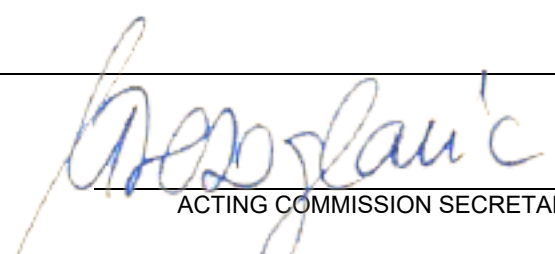
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<b>Application and Interconnection Approval</b>	<ol style="list-style-type: none"><li>1. Customers wishing to receive Service under this Rate Schedule must submit a Net Metering Application to BC Hydro. The Customer must not interconnect or commence operation of a Generating Facility before receiving:<ol style="list-style-type: none"><li>(a) BC Hydro's written acceptance of the Net Metering Application, and</li><li>(b) Interconnection Approval.</li></ol></li><li>2. A Customer receiving Service under this Rate Schedule may change their Anniversary Date in the Net Metering Application or by request to BC Hydro. BC Hydro will accept one request to change the Anniversary Date per Customer.</li><li>3. BC Hydro may determine that a site acceptance verification is required. In that case:<ol style="list-style-type: none"><li>(a) the Customer will be notified;</li><li>(b) BC Hydro will inspect the installation of the Generating Facility and may require the Customer to supply additional information and provide access to the Customer's Generating Facility to carry out additional inspections, as described in the DGTIR-100 or other interconnection requirements applicable to the Generating Facility, and</li><li>(c) the Customer must pay the Net Metering Site Acceptance Verification Fee.</li></ol></li></ol>
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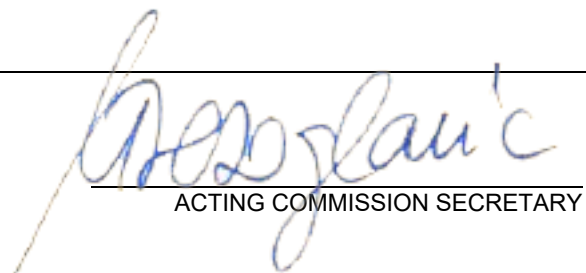
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4. The Customer will submit a copy of the final inspection report or approval issued by the governmental authority having jurisdiction to inspect and approve the installation, and any additional information that may be requested by BC Hydro. BC Hydro will provide a decision on Interconnection Approval with reasonable promptness following BC Hydro's receipt of any final inspection reports, applicable government approvals and requested information.
5. A Customer will begin receiving Service under this Rate Schedule on the date identified in BC Hydro's written Interconnection Approval.
6. In BC Hydro's sole discretion, BC Hydro may reject any Net Metering Application where:
  - (a) BC Hydro considers that the information provided in the Net Metering Application is insufficient or inconsistent with the terms of this Rate Schedule, the DGTIR-100 or other applicable interconnection requirements;
  - (b) the Customer has submitted false or misleading information to BC Hydro in the Net Metering Application or other information requested by BC Hydro;
  - (c) the Customer has a prior history of non-compliance with this Rate Schedule; or
  - (d) BC Hydro's system cannot accommodate the connection of the Customer's Generating Facility due to existing or expected system, safety, financial or technical constraints.
7. Where BC Hydro has accepted the Customer's Net Metering Application, this acceptance will expire 18 months from the date BC Hydro accepted the Customer's Net Metering Application if the Customer has not received Interconnection Approval. The Customer may then submit a new Net Metering Application.

ACCEPTED: \_\_\_\_\_

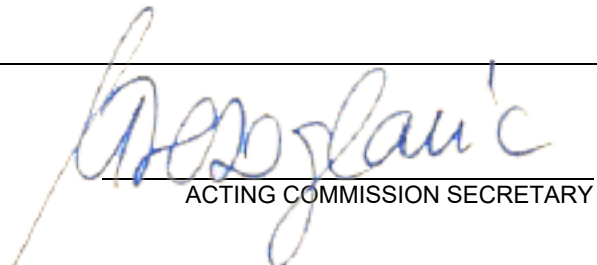
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ACTING COMMISSION SECRETARY

<b>Metering</b>	<ol style="list-style-type: none"> <li>Electricity supplied from the BC Hydro system to the Customer, and Electricity delivered from the Customer's Generating Facility to the BC Hydro system, will be determined by means of a Smart Meter or Radio-Off Meter.</li> <li>The Customer will install, at their cost, the meter base and any wiring, poles, protection-isolation devices, disconnect switches, and other equipment and facilities on the Customer's side of the Point of Delivery as required under DGTIR-100 or other interconnection requirements applicable to the Generating Facility. BC Hydro will supply and install the Metering Equipment and make the final connections.</li> </ol>
<b>Billing</b>	<p>Determination of the Customer's bill will be as follows:</p> <ol style="list-style-type: none"> <li>Meter reading and billing frequency will be in accordance with the Rate Schedule under which the Customer is receiving Service from BC Hydro.</li> <li>At the end of each billing period BC Hydro will determine the Net Energy applicable for that billing period.</li> <li>If there is Net Consumption, then BC Hydro will apply any credits in the Generation Account Balance to the Net Consumption until the Net Consumption amount is reduced to zero. If the Customer's Generation Account Balance has insufficient credits to reduce the Net Consumption to zero, BC Hydro will bill the Customer for the remaining Net Consumption.</li> <li>If there is Net Generation, BC Hydro will credit the Customer's Generation Account with the Net Generation.</li> <li>Every billing period, BC Hydro will bill the Customer for the Basic Charge and Demand Charge (if applicable) under the Rate Schedule under which the Customer is receiving Service from BC Hydro.</li> </ol>

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ORDER NO. \_\_\_\_\_



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6. BC Hydro will follow this procedure, and will notify the Customer of amounts credited and debited to the Customer's Generation Account and of any Generation Account Balance on the bill rendered by BC Hydro for each billing period, until the Anniversary Date.
7. At the Anniversary Date, if a Customer has a Generation Account Balance, BC Hydro will be deemed to have purchased that amount of Electricity from the Customer, and will be obliged to pay the Customer for that Electricity at the Energy Price and the Generation Account Balance will revert to zero.
8. The procedures described above will apply in each succeeding 12 month period and at each succeeding Anniversary Date for as long as the Customer continues to take Service under this Rate Schedule.
9. If Service under this Rate Schedule is Terminated, the billing procedures described above will be applied as of the date of Termination instead of the Anniversary Date. In that event, BC Hydro will pay the amount owing in respect of any Generation Account Balance to the Customer within 45 days of the date of Termination, subject to any rights of deduction or set-off BC Hydro may have.
10. In no case will any Generation Account Balance have any cash value or be convertible to cash, except as provided above.

ACCEPTED: \_\_\_\_\_

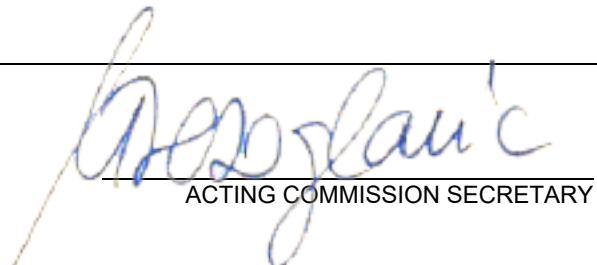
ORDER NO. \_\_\_\_\_

  
ACTING COMMISSION SECRETARY

<b>Special Conditions</b>	<ol style="list-style-type: none"> <li>1. Subject to the provisions of Rate Schedule 1289, any other applicable Rate Schedule(s) under which the Customer is from time to time receiving Service from BC Hydro and other applicable provisions of BC Hydro's Electric Tariff, BC Hydro will supply Electricity to, and accept delivery of Electricity from, the Customer at the Point of Delivery.</li> <li>2. A Customer who (a) utilizes a synchronous generator, (b) takes Service at a Primary Voltage and/or (c) utilizes a Generating Facility with a nameplate rating greater than 50 kilowatts, will pay all associated incremental costs for connection of the Customer's Generating Facility as set out in Terms and Conditions section 9.7 (Generating Facility Connections (Distributed Generation)).</li> <li>3. The Customer will design, install, operate and maintain the Generating Facility, and all ancillary facilities on the Customer's side of the Point of Delivery in accordance with all governmental laws and regulations from time to time applicable, and BC Hydro's DGTIR-100 or other interconnection requirements applicable to the Generating Facility. Customers will obtain and maintain any required governmental authorizations and/or permits required for the installation and operation of the Generating Facility. The Generating Facility will meet all applicable safety and performance standards, including the codes and standards identified in BC Hydro's DGTIR-100 or other interconnection requirements applicable to the Generating Facility. The Customer will be responsible for the safe and proper operations of the Generating Facility consistent with the requirements of the regulations of the <i>Safety Standards Act</i>. BC Hydro, acting reasonably, may from time to time prescribe additional requirements which in its judgment are required for the safety of its system.</li> <li>4. The Customer will promptly notify BC Hydro of any malfunction or breakdown of the Generating Facility that could constitute a safety hazard or reasonably be expected to cause disturbance or damage to BC Hydro's system.</li> </ol>
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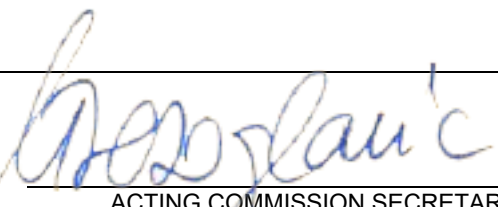


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5. Where the Customer leases the Generating Facility from a third party or retains a third party to install, operate and maintain the Generating Facility on its behalf, then as between the Customer and BC Hydro, the Customer will remain responsible for any obligations under all terms and conditions of Service, including applicable Rate Schedules, DGTIR-100, and other applicable interconnection requirements to the same extent as if the Customer owns, installs, operates and maintains the Generating Facility itself.
6. The Customer will not operate the Generating Facility so as to generate Electricity at a rate greater than 110 per cent of the nameplate rating of the Generating Facility, and will not add to or modify the Generating Facility without Interconnection Approval.
7. BC Hydro may suspend or Terminate the Customer's Service under this Rate Schedule if the Customer fails to comply with this Rate Schedule.
8. Service under this Rate Schedule is conditional on the continuance of Service to the Customer under any of the Rate Schedules described under the Availability section above, and is further conditional on the Customer being billed monthly or bi-monthly under BC Hydro's regular billing plan.  
  
If Service under the applicable Rate Schedule is suspended or Terminated for any reason, or if the Customer ceases to be billed under BC Hydro's regular billing plan, Service under this Rate Schedule will be deemed to have automatically been suspended or Terminated concurrent with suspension or Termination of Service under the applicable Rate Schedule, or change to a different billing plan, as applicable.
9. If Service under this Rate Schedule is suspended or Terminated for any reason, BC Hydro may require the Customer to obtain a new Interconnection Approval prior to resuming operation of the Generating Facility.

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10. BC Hydro will have the right to require the Customer to interrupt (including, if so specified by BC Hydro, by means of physical disconnection or lock-out) or reduce the output of their Generating Facility whenever:
- (a) BC Hydro deems such action necessary, in its sole judgment, to permit BC Hydro to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or any part of its electric system; or
  - (b) BC Hydro determines in its sole judgment, that curtailment, interruption, or reduction of the Customer's electrical generation is otherwise necessary due to emergencies, forced outages, force majeure, safety hazards, possible damage to or disturbance of its electric system, or compliance with prudent electrical practices.
11. Notwithstanding any other provision of this Rate Schedule, in any of the events or circumstances mentioned in Special Condition No. 10, BC Hydro will have the right:
- (a) To require the Customer to immediately disconnect the Generating Facility from BC Hydro's system; and
  - (b) To itself immediately disconnect the Generating Facility from the BC Hydro system if the Customer is either not available or fails to act, and such disconnection is deemed necessary by BC Hydro.
12. Whenever feasible BC Hydro will give the Customer reasonable advance notice that interruption or reduction in deliveries may be required, or that disconnection of the Generating Facility from BC Hydro's system may be required, but the failure of BC Hydro to give such notice will not invalidate any action taken by BC Hydro under any of the Special Conditions in Rate Schedule 1289.

ACCEPTED: \_\_\_\_\_


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ACTING COMMISSION SECRETARY

	<p>13. If BC Hydro in its discretion deems it necessary to require the Customer to interrupt or disconnect the Generating Facility from BC Hydro's system, or for BC Hydro to itself effect the interruption or disconnection of the Generating Facility from its system, as provided in Rate Schedule 1289, or such interruption occurs as a result of suspension or Termination of Service to the Customer in accordance the provisions of Rate Schedule 1289, then except to the extent caused by the wilful misconduct or gross negligence of BC Hydro, its servants or agents, BC Hydro and its servants or agents will not be liable to the Customer for any loss or damage whatsoever resulting from the exercise of such rights by BC Hydro.</p> <p>14. BC Hydro will have the right to enter the Customer's Premises at all reasonable hours, without notice to the Customer, to inspect the Customer's protective devices and read, inspect and/or test meters, or to disconnect the Generating Facility. Nothing in this Rate Schedule will limit or affect any rights of entry to the Customer's Premises that BC Hydro may have under any other sections of the Electric Tariff or any other agreement with the Customer.</p>
<b>Rate Rider</b>	The Deferral Account Rate Rider as set out in Rate Schedule 1901 applies to all charges payable under this Rate Schedule, before taxes and levies.

ACCEPTED: \_\_\_\_\_

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ACTING COMMISSION SECRETARY

**6. OTHER****RATE SCHEDULE 1901 – DEFERRAL ACCOUNT RATE RIDER**

<b>Applicability</b>	The Deferral Account Rate Rider as set out below applies to all charges payable under other Rate Schedules of the Electric Tariff except for Rate Schedule 1903 and Electric Tariff Supplement Nos. 7, 8, 39, 77 and 94.
<b>Deferral Account Rate Rider</b>	No applicable charge.

ACCEPTED: December 16, 2020

ORDER NO. G-246-20

  
ACTING COMMISSION SECRETARY

**6. OTHER****RATE SCHEDULE 1903 – CUSTOMER CRISIS FUND RATE RIDER**

<b>Applicability</b>	The Customer Crisis Fund Rate Rider as set out below applies to Residential Rate Schedules 1101/1121, 1107/1127, 1148, and 1151/1161.
<b>Customer Crisis Fund Rate Rider</b>	Effective October 1, 2019, a charge of 0.43 ¢ per day, before taxes and levies, on an interim basis.

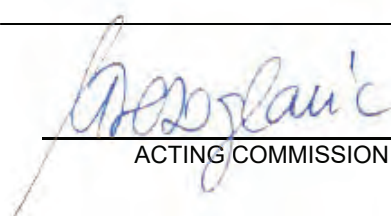
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ACCEPTED: August 29, 2019ORDER NO. G-194-19  
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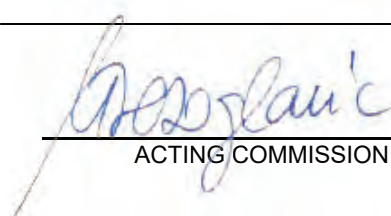
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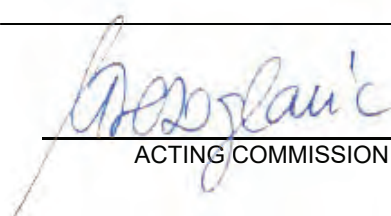
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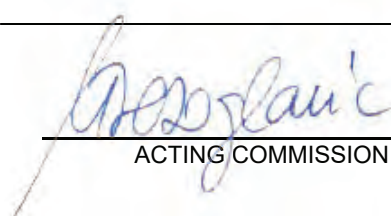
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## Rate Schedules

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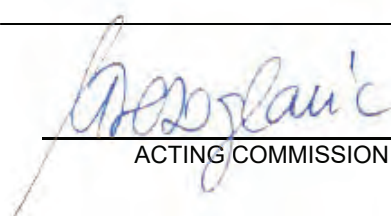
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