


PROVINCE OF BRITISH COLUMBIA

ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. 365


, Approved and Ordered June 21, 2021



Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that the attached Direction to the British Columbia Utilities Commission respecting the Customer Crisis Fund is made.



Minister of Energy, Mines and Low Carbon Innovation



Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: *Utilities Commission Act*, R.S.B.C. 1996, c. 473, s. 3

Other:

R20499927

# DIRECTION TO THE BRITISH COLUMBIA UTILITIES COMMISSION RESPECTING THE CUSTOMER CRISIS FUND PROGRAM

## Definitions and interpretation

- 1 (1) In this direction:
  - “**Act**” means the *Utilities Commission Act*;
  - “**Customer Crisis Fund program**” means the program established on the effective date by the authority to provide grants to residential customers experiencing a temporary financial crisis and facing termination of service for failure to pay for that service;
  - “**customer crisis fund regulatory account**” means the regulatory account of the authority established under commission order G-166-17;
  - “**effective date**” means the date the orders referred to in section 4 (1) are made.

## Application

- 2 This direction is issued to the commission under section 3 of the Act.

## Customer Crisis Fund program

- 3 (1) The commission must allow the authority to defer to the customer crisis fund regulatory account
  - (a) the amounts incurred by the authority in administering the Customer Crisis Fund program, and
  - (b) grants provided to residential customers under the Customer Crisis Fund program.
- (2) The total amount deferred under subsection (1) must not exceed \$5 million.

## Tariff

- 4 (1) Within 10 days of receiving an application from the authority, the commission must issue final orders so that the authority’s Electric Tariff is amended as set out in the Appendix to this direction.
- (2) The commission may not amend, cancel or suspend the rates set out in the amendments made under subsection (1), except on application by the authority.

# APPENDIX

**BC Hydro**

Terms and Conditions, Section 1 – ~~Revision 6~~ Revision 7

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## 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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<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>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><u>Customer Crisis Fund</u></b>	<u>A program established by BC Hydro for the purpose of providing crisis grants to qualifying Residential Service Customers.</u>
<b><u>Customer Crisis Fund Grant</u></b>	<u>A credit issued by BC Hydro, in its discretion, to a qualifying Residential Service Customer in respect of arrears owing to BC Hydro.</u>
<b><u>Customer Crisis Fund Return</u></b>	<u>The return of a Customer Crisis Fund Grant that BC Hydro determined should not have been granted.</u>
<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> ).

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<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> ).
<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.

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<p><b>Evacuee Customer</b></p>	<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>
<p><b>Extension</b></p>	<p>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.</p>
<p><b>Extension Fee</b></p>	<p>A contribution-in-aid of construction of an Extension, calculated as set out in section 8.3 (Extension Fee for Rate Zone I).</p>
<p><b>Financing Agreement</b></p>	<p>An agreement under which BC Hydro provides financing to a Customer for improving the energy efficiency of a Premises.</p>
<p><b>General Service</b></p>	<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>

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<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.
<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.

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<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.
<b>Rate Zone II</b>	Anahim Lake, Atlin, Bella Coola, Dease Lake, Elhlateese, 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> </ol>

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	3. At farms, in the circumstances described in section 6.1.2 (Eligibility of Farms for Residential Service).
<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>	An Electricity meter that: <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>
<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.

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<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 (kV) or more.
<b>Two Months</b>	A period of from 54 to 66 consecutive days.

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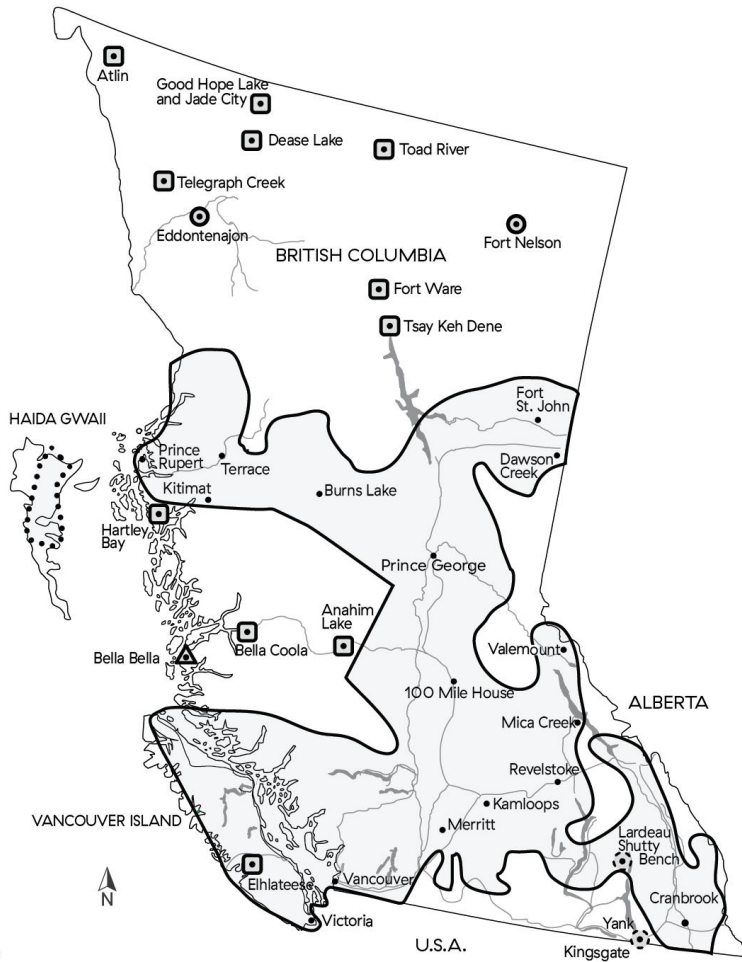
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**1.3 Map of Rate Zones**

**Rate map**

**RATE ZONE LIMITS**

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



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

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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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**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 has been issued, or a Customer Crisis 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;
  - (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.

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

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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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