

BC Utilities Commission
6th Floor – 900 Howe Street
Vancouver, BC

March 11, 2016

Via email

Attention: Laurel Ross, Acting Commission Secretary

Dear Sirs and Madams:

**Re: BC Hydro 2015 Rate Design Application (RDA)
Information Request No. 1 to BC Hydro by Sharon Noble**

I am hereby submitting on my own behalf information requests pertaining to the Amended Electric Tariff as submitted by BC Hydro in conjunction with the RDA application.

All questions reference the Proposed Electric Tariff Amendment Attachment 3 which has the amendments highlighted and deletions “black-lined”. Because the highlight and black lined portions did not copy, any omissions are purely by error and have no significance.

As an overall statement, I would like to state that many of the changes that are being made deserve separate and in-depth consideration on their own. As a preface to point 1 below, I would like to ask BCUC to consider delaying approval of the Tariff amendments or the portions of the amendments that do not relate specifically with the RDA application so that a complete and open review can occur.

Any questions should be referred to me via email.

Thank you.

Respectfully submitted,
Sharon Noble
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dsnoble@shaw.ca

1.0 Reference: BC Hydro's Proposed Electric Tariff Amendments

Although the application under review generally applies to rate structures, there are many changes to the Tariff being requested that are not rate specific.

- 1.1 Why is BC Hydro not applying for a separate Tariff review to allow for open discussion of the many and varied amendments being made?

2.0 Reference: Attachment G-1C, page 4 of 221

The definition of **Demand** is :

The rate at which electric energy is used in any instant or averaged over any designated period of time, measured in kilowatts (kW) or kilovolt amperes (kVA).

- 2.1 Please explain the term "instant" as it applies to billing. Could rates vary by the instant?
- 2.2 Is this definition being included in preparation for "time of use billing"?

3.0 Reference: Attachment G-1C, page 4 of 221

The definition of **Disconnection** is:

A physical deactivation of a Service Connection through removal of Metering Equipment and/or Hydro equipment used to provide Service, regardless of duration.

- 3.1 One advantage given for the smart meter program is that disconnection can occur remotely. Why is this not included in the definition of "disconnection"?

4.0 Reference: G-1C, page 8 of 221.

Definitions (1.5) Radio-Off Meter. "The Smart Meter adjusted so that the meter's components that transmit data by radio are deactivated."

The smart meters have components that are capable of both transmitting (e.g. sending) and receiving wireless signals. Customers who are paying the "opt out" fee have been assured that all wireless functions will be deactivated, and this includes any and all reception and transmission of microwave radio signals.

Under the definition of "Smart Meter" on page 11 of 221 the definition differs:

An electricity meter that:

- 1) Meets the requirements set out in Section 2 of the Smart Meters and the Smart Grid Regulation, B.C. Reg. 368/2010, and
- 2) Has components that transmit and/or receive data by radio and those components are activated.

4.1 When this inconsistency was raised with BC Hydro, BC Hydro suggested that the wording be amended in the “smart meter” definition by removing “receive data” instead of amending the definition of the “Radio-Off Meter” to include data reception. Removal of the term “receive data” incorrectly changes the definition of the smart meter. **A smart meter both receives and transmits data.**

4.2 When the transmitter (aka “radio) is turned off, will the smart meter continue to be able to receive signals?

5.0 Reference: Attachment G-1C page 14 of 221

2. APPLICATION FOR SERVICE AND SERVICE AGREEMENT

2.1 Application for Service and Service Agreement

~~BC Hydro serves Customers solely in accordance with the Electric Tariff, including Terms and Conditions and Rate Schedules. Individuals, persons or other entities seeking to become Customers and purchase Electricity shall apply for service.~~

This is the crux of the unilateral contract between BC Hydro and its customers. BC Hydro is held to account and limited by this Service Agreement, and only this Agreement. If this statement’s removal is allowed to stand there is no limit to BC Hydro’s power or actions.

Likewise, this being a contract between the 2 parties, if one party is not held to it, then the second party is released from commitments as well. A unilateral contract without joint commitments cannot be binding except by a monopoly that determines, perhaps arbitrarily, how and when to provide service and at what cost. To any logical person it appears that the purpose of this Tariff is to ensure that all customers of BC Hydro are treated fairly, equitably, safely, and in a manner that is consistent and reliable.

This “contract” is written by and for the benefit and protection of BC Hydro, and is amended at BC Hydro’s request. This statement, that BC Hydro must abide by the Electric Tariff, is the most important one for the protection of the customer. Without this limitation, BC Hydro will be able to act without constraint by the law, and without BC Utilities Commission oversight. **The customer will be entirely at the mercy, and whim, of BC Hydro.**

5.1 Why is this section being eliminated?

5.2 If there is another section that replaces this, please refer me to it.

5.3 If there is no other section, what is the purpose of the Tariff?

5.4 If there is no other section, by what Act or regulation is BC Hydro held to account?

6.0 Reference: Attachment G-1C page 15 of 221

2.4 Refusal to Provide Service and Discontinuance of Service Termination by BC Hydro

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

- **Otherwise fails to comply with the Service Agreement;**
- **Fails to provide access as required by section 9.3 (Access to Premises);**

This seems onerous, putting the responsibility on the customer who may never have seen the service agreement, or to whom special circumstances apply, e.g. required use of medical equipment.

6.1 How can BC Hydro be relieved of all responsibility if it fails to notify the customer that the terms of the service agreement have not been met?

6.2 How is BC Hydro able to act in a manner that is unacceptable for any other business that provides service, especially an essential service?

Observation: The Tariff is a unilateral contract written by and for BC Hydro. It appears that the customer has little or no protection under this contract and must accept whatever terms BC Hydro desires in return for service.

7.0 Reference: Attachment G-1C page 25 of 221

3.14 Service Connection Charges

The applicant shall pay a**For each Service Connection Charge, which shall include the Service Connection and a meter 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).**

Service Connection Charges are assessed ranging to \$700 for **“Manual reconnections at the Point of Delivery because the Customer failed to provide access to the meter.”**

Not only do these charges seem excessive and punitive in some cases, but given that no prior notice is to be given before service discontinued, they seem unreasonable.

7.1 Why is BC Hydro disconnecting service without notice and then charging fees of a substantive nature to reconnect the service?

7.2 Why should BC Hydro not be required to provide notice, perhaps in forms of 2-3 letters, to advise customers that they are at risk of losing service, and will face a substantial fee to have this essential service reconnected?

8.0 Reference: Attachment G-1C page 63 of 221

9.5 Liability of BC Hydro

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

8.1 What justifies BC Hydro's exemption from any liability should loss, injury, damage, or expense result from negligence of BC Hydro, its employees or agents?

8.2 What justifies BC Hydro's exemption from any liability from loss of profit, revenue or other economic loss even if that loss arises directly from wilful misconduct of BC Hydro or its employees or agents?

8.3 Can BC Hydro identify any other corporation that is given this latitude with regard to harming customers and/or their property due to either negligence or wilful misconduct?