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British Columbia Utilities Commission
Sixth Floor, 900 Howe Street, Box 250
Vancouver, B.C. V6Z 2N3

Attention: Patrick Wruck Commission Secretary and Director

By Electronic Filing

Dear Mr Wruck:

Re FortisBC Inc Reconsideration and Variance of G-199-16

Having re-read the Net Metering Interconnection Agreement, the Net Metering Interconnection Guidelines, the FortisBC Net Metering Tariff Rate Schedule 95 and now the FortisBC Electric Tariff I can still find no satisfactory grounds for FBC to claim a prima facie case exists for the Company to make an application for the reconsideration of Order G-199-16, and am therefore myself now applying to the Commission for a reconsideration to proceed to stage two.

Upon reading section 64 of the Utilities Commission Act, I simply believe that the Commission has made an error in law in granting FBC a reconsideration hearing. I am no lawyer but begin by asking the Commission to consider, how I, as a residential customer, for example, could ever know that FBC had this alleged right when the Company chose not to spell it out in any of the documents I was required to read (or could find on their website) before I signed the Net Metering Interconnection Agreement?

For your information

[FortisBC Electric Tariff](#) (663 KB)

[FortisBC Net Metering Tariff Rate Schedule 95](#) (21 KB)

[2009 application for Net Metering Program](#) (69 KB)

[Net Metering Interconnection Guidelines](#) (19 KB)

[Net Metering Interconnection Agreement](#) (51 KB)

Where was the Commission, I ask, when it came to protecting my rights as a "customer generator", before I and my spouse invested over \$30,000 in PV solar generation and interconnection equipment, that we apparently end up with the Company who originally wrote the wording for Tariff Rate Schedule 95 arguing that the interpretation that some customers have made is in fact the wrong interpretation?

Excuse me if I sound rude or disrespectful, but I thought it was the responsibility of the Commission to protect and balance the public interest of all the customers, and not just the investment and profitability of the utility companies that come before it.

However, from a laymen's perspective I'll leave it to FBC to explain their Net Metering program in their own words - not mine, theirs - all of which I understand has supposedly been approved by the Commission through one order or another:

FortisBC Electric Tariff - 8.2 Suspension of Service

"The Company and the Customer may demand the Suspension of Service whenever necessary to safeguard life or property, or for the purpose of making repairs on or improvements to any of its apparatus, equipment or work. Such reasonable notice of the Suspension as the circumstances permit shall be given.

The Company may suspend Service to the Customer for the failure by the Customer to take remedial action acceptable to the Company, within 15 days of receiving notice from the Company, to correct the breach of any provision of these Terms and Conditions to be observed or performed by the Customer.

The Company shall be under no obligation to resume Service until the Customer gives assurances satisfactory to the Company that the breach which resulted in the Suspension shall not recur.

The Company shall have the right to suspend Service to make repairs or improvements to its electrical system and will, whenever practicable, give reasonable notice to the Customer.

The Company shall have the right to suspend or terminate Service at any time without notice whenever the Customer has breached any agreement, including provisions of a Financing Agreement, with the Company, or failed to pay arrears within the specified time, fraudulently used the Service, tampered with the Company's equipment, committed similar actions, compromised the Company's Service to other Customers or if ordered by an authorized authority to suspend or terminate such Service.

The cause of any Suspension must be corrected, and all applicable charges paid before Service will be resumed. Suspension of Service by the Company shall not operate as a cancellation of any contract with the Company, and shall not relieve any Customer of its obligations under these Terms and Conditions or the applicable rate schedule."

Nowhere do I see any implicit or explicit prima facie reference to FBC having the right to eject, suspend or terminate a customer's involvement in their Net Metering Program for excess generation under Tariff RS 95. In fact I note that the concept of "customer-generator" did not even exist when the above wording was written and therefore I find it more than a legal stretch to say that the above wording covers every future eventuality.

Under Special Conditions of Tariff RS 95, FBC then states:

"...Prior to the interconnection of a Net Metering System the Customer-Generator must submit a Net Metering Application for review and execute a written Net Metering Interconnection Agreement with the Company".

*"...The **Contract Period for Service** under this schedule shall be one (1) year and thereafter shall be renewed for successive one-year periods. After the initial period, the Customer may terminate Service under this Rider by giving at least*

sixty (60) days previous notice of such Termination in writing to FortisBC".

"...If the Customer-Generator voluntarily terminates the net-metering Service, the Service may not be renewed for a period of 12 months from the date of Termination".

"...The Company maintains the right to disconnect, without liability, the Customer-Generator for issues relating to safety and reliability."

The above relates directly back to the Net Metering Guidelines which state at:

"2.2.7 The Customer shall discontinue parallel operation when requested by FortisBC. FortisBC will provide due notice and will only request a shutdown when absolutely necessary".

The distinction I observe here is that the Company maintains the right to disconnect for reasons of safety and reliability, which is precisely the issue being raised in "8.2 Suspension of Service" within the "FBC Electric Tariff" above. However that has absolutely nothing to do with a customer generating and transferring more electricity than that customer is consuming from the FBC grid. Comparing reliability and safety with safe transfer of electrical power to the FBC grid is, in my opinion, like comparing apples and oranges, something the Commission panel failed to consider when it directed FBC to prepare evidence for phase two of the reconsideration hearing.

In fact, upon reading and re-reading the Commission panel's decision, I can find no reason or grounds as to why they accepted FBC's submission and application in the first place.

Tariff RS 95 specifically states that:

"The generation equipment must be located on the Customer's Premises, Service only the Customer's Premises and must be intended to offset a portion or all of the Customer's requirements for Electricity".

Nowhere in the text of Tariff RS 95 does it either implicitly or explicitly say that a customer cannot exceed generation and transfer of his or her requirements for electricity and nor does it say exactly what "requirements for Electricity" means.

Under definitions in the Utilities Commission Act it specifically states that a:

"rate" includes

(a) a general, individual or joint rate, fare, toll, charge, rental or other compensation of a public utility,

*(b) a rule, practice, measurement, classification or **contract of a public utility or corporation relating to a rate**, and*

(c) a schedule or tariff respecting a rate;

"service" includes

(a) the use and accommodation provided by a public utility,

(b) a product or commodity provided by a public utility, and

(c) **the plant, equipment, apparatus, appliances, property and facilities employed by or in connection with a public utility in providing service or a product or commodity for the purposes in which the public utility is engaged and for the use and accommodation of the public;**"

Under Tariff RS 95, FBC defines Net Excess Generation and when it occurs:

"Net Excess Generation - Net Excess Generation results when over a billing period, Net Generation exceeds Net Consumption".

"Net Generation - Net Generation occurs at any point in time where Electricity supplied by FortisBC to the Customer-Generator is less than that being generated by the Customer-Generator's Net Metering System".

Again there is no specific reference as what might or might not constitute a violation of the Net Metering program, in terms of transfer of a number of kWh of electricity from the customer to the FBC grid.

Then, under "*Billing Calculation*" in Tariff RS 95, FBC states (and I again refer back to "*FortisBC Electric Tariff - 8.2 Suspension of Service*"):

"3. If in any billing period, the eligible Customer-Generator is a net generator of energy, the Net Excess Generation shall be valued at the rates specified in the applicable Rate Schedule and credited to the Customers account"

"5. In the event that the operation of a renewable energy generating system results in a credit balance on the Customer-Generator's account at the end of a calendar year, the credit will be purchased by the Company. If such amounts are not large, they will be carried forward and included in the billing calculation for the next period at the discretion of the Company".

Under modern law, and I again acknowledge that I am no lawyer, I understand that written agreements and contracts must be written in such a manner that their intent is clear and in plain language that can be understood by both parties to any agreement.

I therefore thought that the Commission, when it ordered FBC to re-write Tariff RS 95 in Order G-199-16, was acknowledging the language problems that existed in Tariff RS 95, and I was looking forward to having a chance to make comment on the clarity of the wording going forward.

Instead I find myself now engaged in a nightmare scenario in which FBC is arguing, after the fact, that it had a right (before I and my spouse invested thousands of dollars of our retirement

savings) that it never fully or clearly disclosed at the time we chose to make the investment and enrol in their Net Metering program.

To which I now say under the circumstances cited above, why does section 64 of the Utilities Commission Act not now apply to me and all the other Net Metering customers that are currently enrolled in the FBC's program? And in reference to "FortisBC Electric Tariff - 8.2 *Suspension of Service*" above, the only reference and inference I can gain from FBC's wording is that they are only concerned about customers who owe them money from a financing agreement or who are in arrears with some kind of agreed upon payment schedule, which is the exact opposite of the Company having a credit balance with the customer and owing them, the customer, money that they promised to pay at the end of each calendar year.

In fact FBC, in plain language, promises to value and credit a customer in any billing period for net energy generation, and then promises to purchase the credit balance at the end of the calendar year, with the proviso that:

"If such amounts are not large, they will be carried forward and included in the billing calculation for the next period at the discretion of the Company."

This is the exact wording for Tariff RS 95 written by a Company that now claims that it has an a priori right to throw customers out of its Net Metering program for producing net excess generation above any customer's electrical requirements. Really, so how "large" are "not large" "amounts"?

And I, upon reading the wording above, before I signed the Net Metering Interconnection Agreement, am supposed to have understood the difference between disconnection for safety and reliability reasons and FBC having the right to throw me out of the program for producing more electrical power than I consume?

Please show me the grounds, the prima facie evidence, upon which I could possibly either explicitly or implicitly have understood that FBC retained this right that it never explained, either verbally or in writing, it had?

Where is the law, the justice, the Commission, when it comes to my right to know that before my investment is undertaken full disclosure of the terms and conditions under which I am making that investment and enrolling in FBC's program will be known?

No bank, no credit union, would be allowed to sell a mortgage in the manner that FBC has so far sold its Net Metering program in British Columbia, so why should FBC be allowed to get away with what it has done to each and every customer currently enrolled in their Net Metering program?

Compounding this error at law, the Commission is now granting FBC the right to give further evidence in stage 2, before any of the other intervenors have even been given an opportunity to discuss how to proceed, at stage 2, in a situation in which I have neither the funds to hire a lawyer nor the personal capability to protect my legal investment rights or those of other Net Metering Customers like myself.

Further, I ask, for example, why did the Commission allow FBC to file new evidence in its

application even before it was even agreed to go to stage 1?

In this regard, in both C9-1 and C9-4, I tried to make clear my preference for an oral component to the FortisBC Net Metering Tariff Update, as I and most residential customers are highly constrained by a written only hearing process that does not allow us to orally cross-examine FBC on their evidence and statements made to the Commission.

So far in this reconsideration procedure FBC and its lawyers have been allowed to make all kinds of claims and statements about FBC customers, that I believe I have evidence to refute, but for which I have had no clear mechanism to lay before the Commission because the rules of procedure are so vague and unclear to me or are not appropriately followed, that the only recourse I think I have left, that I can afford, is to file a complaint with the Ombudsman's Office in accordance with the Participants Guide to the British Columbia Utilities Commission, which states in part:

"The Ombudsman

If a customer is not satisfied with the Commission's handling of a complaint, he or she may contact the provincial Ombudsman's Office to review the process used. The Ombudsman has the authority to review the processes used by the Commission, including the process for resolving complaints. The Ombudsman generally has the power to recommend reconsideration of a matter because of an error in procedure, but cannot overturn a Commission decision".

All of which is respectfully submitted,
Andy Shadrack