

# **DOCKSIDE GREEN ENERGY LLP**

## **HYDRONIC ENERGY SERVICE** **TERMS & CONDITIONS**

CONTAINING  
DEFINITIONS, TERMS AND CONDITIONS OF SERVICE

Effective: April 18, 2008

These Terms and Conditions of Service are available for public inspection at the Dockside Green Energy LLP website [www.docksidegreenenergy.com](http://www.docksidegreenenergy.com) and at the offices of the British Columbia Utilities Commission in Vancouver.

---

Issued by:  
Dockside Green Energy LLP

Order No. C-1-08  
Effective: April 17 2008  
Commission Secretary:  
Erica M. Hamilton

**INDEX**

**SECTION A - DEFINITIONS..... 5**  
Basic Charge: ..... 5  
Customer: ..... 5  
Delivery Point: ..... 5  
Gas: ..... 5  
Gigajoule:..... 5  
Hydronic Energy Service:..... 5  
Hydronic Energy System: ..... 5  
Main: ..... 5  
Main Extension: ..... 5  
Meter Set: ..... 5  
Month: ..... 5  
Premises: ..... 6  
Rate Schedule: ..... 6  
Service: ..... 6  
Service Agreement:..... 6  
Service Line: ..... 6  
Service Related Charges: ..... 6  
Standard Fees and Charges Schedule: ..... 6  
Two Months: ..... 6  
Utility: ..... 6

**SECTION B - TERMS AND CONDITIONS..... 7**

- 1. Application for Service ..... 7
- 2. Re-Application for Service ..... 7
- 3. Conditions on Use of Service ..... 7
- 4. Assignment ..... 8
- 5. Service Line Connections ..... 8
- 6. Meter Installation ..... 8
- 7. Equipment and Facilities on Private Property ..... 8
- 8. Connections and Disconnections ..... 9
- 9. Service Reconnections ..... 9
- 10. Main Extensions..... 9
- 11. Resale / Unauthorized Supply or Use ..... 11
- 12. Metering..... 11
- 13. Meter Reading..... 11
- 14. Meter Testing..... 11
- 15. Billing ..... 12
- 16. Backbilling :..... 12
- 17. Late Payment Charge..... 14
- 18. Returned Cheque Charge ..... 15
- 19. Refusal to Provid Service and Discontinuance of Service..... 15
- 20. Security for Payment of Bills..... 16
- 21. Account Charge – Existing Installation ..... 17
- 22. Term of Service Agreement..... 17
- 23. Termination of Service ..... 17
- 24. Liability..... 17
- 25. Access to Premises and Equipment ..... 18
- 26. Curtailment of Service ..... 19
- 27. Disturbing Use ..... 19
- 28. Taxes ..... 19
- 29. Rate Schedules ..... 19
- 30. Special Contracts and Tariff Supplements..... 20
- 31. Conflicting Terms and Conditions..... 20
- 32. Authority of Agents of the Utility..... 20
- 33. Standard Fees and Charges Schedule ..... 21
- 34. Administrative Charges ..... 21

**SECTION C – RATE SCHEDULES ..... 22**  
35. Rate Schedule 1: Firm Service..... 22

**SECTION A - DEFINITIONS**

In this Tariff and the Schedules attached hereto unless the context otherwise requires the words and terms below shall mean as follows:

**Basic Charge:**

A fixed charge required to be paid by a Customer for Service during a prescribed period as specified in the applicable Rate Schedule.

**Customer:**

Any person, partnership, corporation, organization, company or Government agency served with Hydronic Energy and provided with a meter by the Company at any one Premises.

**Delivery Point:**

The outlet of the Meter Set unless otherwise specified in the Service Agreement.

**Hydronic Energy System:**

Refers to the district energy system owned by the Utility delivering Hydronic Energy to Customers.

**Dockside Green Development:**

Refers to the development of condominium, commercial and light industrial buildings on lands adjacent to the harbour in Victoria and served by Hydronic Energy service from the Utility.

**Gas:**

Natural Gas

**Gigajoule:**

A measure of energy equal to one billion joules used for billing purposes.

**Hydronic Energy Service:**

The delivery of Hydronic Energy through a Meter Set.

**Main:**

Pipes used to carry Hydronic Energy for general or collective use for the purposes of distribution.

**Main Extension:**

Means an extension of the Utility mains and upgrading of existing mains, but does not include the installation of Service Lines or Meter Sets.

**Meter Set:**

An assembly of the Utility owned metering, heat exchanger and ancillary equipment and piping.

**Month:** A period of time, for billing purposes, of 27 to 34 consecutive days.

**Premises:**

A building, a separate unit of a building, or designated strata property.

**Rate Schedule:**

A schedule attached to and forming part of this tariff, which sets out the charges for Service and certain other related terms and conditions for a class of Service.

**Service:**

The provision of Hydronic Energy Service or other related Service by the Utility.

**Service Agreement:**

An agreement between the Utility and a Customer for the provision of Service.

**Service Line:**

That portion of the Utility distribution system extending from a Main or a Service Header to the inlet of the Meter Set.

**Service Related Charges:**

Can include Application Fees, Service Line Installation Fees, late payment charges, plus Social Services Tax, Goods and Services Tax, or other taxes related to these charges.

**Standard Fees and Charges Schedule:**

The schedule attached to the Terms and Conditions which lists the various fees and charges relating to service provided by the Utility as approved from time to time by the British Columbia Utilities Commission (“BCUC”).

**Two Months:**

A period of from 54 to 66 consecutive days.

**Utility:**

Refers to Dockside Green Energy LLP carrying on the business of a Hydronic Energy distribution utility.

## **SECTION B - TERMS AND CONDITIONS**

### **1. APPLICATION FOR SERVICE**

The Utility serves Customers solely in accordance with the Hydronic Energy Service Terms and Conditions and associated Rate Schedules. Individuals, persons or other entities seeking to become Customers and purchase Hydronic Energy shall apply for service.

Application for service can be made in person or in writing. Applicants will be required by the Utility to complete and sign an Application form or a Service Agreement. The Application will become a contract upon commencement of service, and the provisions of the Terms and Conditions and the Rate Schedules will be part of said contract. Applicants may be required to provide reference information and identification acceptable to the Utility.

If an Applicant is requesting Service from the Utility at more than one Premise, or for more than one separately operated business, the Applicant will be considered a separate Customer for each of the Premises and businesses. For this provision, the Utility will determine whether or not any building contains one or more Premises or any business is separately operated.

The Utility may refuse to provide service to an Applicant if an occupant of the Applicant's Premises has an unpaid account for service incurred while the occupant previously occupied any Premises at the same time as the Applicant.

A Service Connection and a Meter Set are required to connect all Premises to the Hydronic Energy distribution system.

### **2. RE-APPLICATION FOR SERVICE**

If a Service Agreement is terminated by a Customer, and if the prior Customer or spouse, servant or agent of that person applies for a new Service Agreement on the same rate schedule within 12 months of the most recent termination date for the same Premises, then the applicant shall pay the greater of:

- (a) The costs that the Utility estimates that it will incur in making the restoration or reconnection of the service, or
- (b) The sum of the minimum charges which a Customer would have paid between the time of termination and the time of application for a new Service Agreement on the appropriate Rate Schedule.

### **3. CONDITIONS ON USE OF SERVICE**

A Customer shall use Hydronic Energy only for the purposes permitted under the Rate Schedule for which application is or was made.

A Customer must not increase the maximum rate of consumption of Hydronic Energy delivered to it by the Utility from that which may be consumed by the Customer under the applicable Rate Schedule, nor significantly change its connected load without the written approval of the Utility.

The Utility may conduct periodic reviews of the quantity of Hydronic Energy delivered and the rate of delivery of Hydronic Energy to a Customer to determine if the appropriate Rate Schedule is being applied to that Customer, and to change the Rate Schedule if warranted.

#### **4. ASSIGNMENT**

A Customer shall not transfer or assign a Service Agreement to another individual or person without the written consent of the Utility.

#### **5. SERVICE LINE CONNECTIONS**

Each new building within the Dockside Green Development will be connected to the Utility distribution system.

New or existing buildings adjacent to the Dockside Green Development can apply for service. For each application, a financial evaluation will be done to determine whether a financial contribution is required based on forecast revenue.

- The Utility owns the entire Service Line from the Main up to and including the Meter Set, whether it is located inside or outside the Customer's Premises.
- If the supply of Hydronic Energy to a Customer's Premises is cut off for any reason, the Utility is not required to remove the Service Line from the Customer's property.
- The Customer must advise the Utility promptly of any damage occurring to the Service Line.

#### **6. METER INSTALLATION**

In order to bill the Customer for Hydronic Energy delivered, the Utility will install one Meter Set on the Customer's Premises in a location as determined by the Utility and agreed to by the Customer.

No Meter Sets or related equipment will be installed, connected, moved or disconnected except by the Utility's authorized employees, contractors, agents or by other Persons without the Utility's written permission.

#### **7. EQUIPMENT AND FACILITIES ON PRIVATE PROPERTY**

The Utility is not responsible for any facilities and equipment on the Customer's Premises beyond the Meter Set. The Utility will only maintain its Service Lines and Meter Sets located on the Customer's property. All customer-owned equipment used to

connect to and down stream of the Hydronic Energy system shall be approved by, and installed in a manner satisfactory to the Utility and the local inspection authority.

## 8. CONNECTIONS AND DISCONNECTIONS

No connections, disconnections, extensions, replacements or any other changes are to be made to the Hydronic Energy distribution system by anyone other than authorized Utility employees, contractors or agents, or other Persons authorized in writing by the Utility.

## 9. SERVICE RECONNECTIONS

A Customer shall pay a Reactivation Charge when service is reconnected to Premises disconnected for the following reasons:

- i.) At the request of the Customer;
- ii.) To permit the Customer to make alterations to or on the private property;
- iii.) To permit a test of a meter at the request of a Customer, and the meter is later determined by the Utility to be accurate;
- iv.) Because the Utility was ordered to disconnect by the appropriate inspection Authority;
- v.) For breach of the Hydronic Energy Tariff.

The Reactivation fee applies when the same Customer, employee or agent of the same Customer requests reactivation of Service to the Premises within one year.

A Customer shall not be required to pay a Reactivation Charge when the service disconnection was made for the reason of public safety or when the Utility made the service disconnection for service requirements of the Utility.

The Applicant for reactivation must pay the greater of:

- i.) the costs the Utility incurs in reactivating the Service; or,
- ii.) The sum of the minimum charges set out in the Rate Schedule, which would have been paid by the Customer between the time of termination and the time of reactivation of Service.

## 10. MAIN EXTENSIONS

- i.) **System Expansion** – the Utility will make extensions of its Hydronic Energy distribution system in accordance with system development requirements.
- ii.) **Ownership** - All extensions of the Hydronic Energy distribution system will remain the property of the Utility.
- iii.) **Economic Test** - All applications to extend the Hydronic Energy distribution system to one or more new Customers will be subject to an economic test approved by the British Columbia Utilities Commission. The economic test will

be a discounted cash flow analysis of the projected revenue and costs associated with the Main Extension. The Main Extension will be deemed to be economic and will be constructed if the results of the economic test indicate a zero or positive net present value.

- iv.) **Revenue** - The projected revenue to be used in the economic test will be determined by the Utility by:
- (a) estimating the number of Customers to be served by the Main Extension;
  - (b) establishing consumption estimates for each Customer;
  - (c) projecting when the Customer will be connected to the Main Extension; and,
  - (d) Applying the appropriate revenue margins for each Customer's consumption.

The revenue projection will take into consideration the estimated number and type of Hydronic Energy appliances used and the effect of variations in weather conditions on consumption.

- v.) **Costs** - The total costs to be used in the economic test include, without limitation:
- (a) the full labour, material, and other costs necessary to serve the new Customers including Mains, Service Lines, Meter Sets and any related facilities;
  - (b) the appropriate allocation of the Utility overheads associated with the construction of the Main Extension; and,
  - (c) the incremental operating and maintenance expenses necessary to serve the Customers.

In addition to the costs identified, the economic test will include applicable taxes and the appropriate return on investment as approved by the British Columbia Utilities Commission.

In cases where a larger Hydronic Energy distribution Main is installed to satisfy future requirements, the difference in cost between the larger Main and the smaller Main necessary to serve the Customers supporting the application may be eliminated from the economic test.

- vi.) **Contributions in Aid of Construction** - If the economic test results indicate a negative net present value, the Main Extension may proceed provided that the shortfall in revenue is eliminated by contributions in aid of construction by the Customers to be served by the Main Extension, their agents or other parties, or if there are non-financial factors offsetting the revenue shortfall that are deemed to be acceptable by the British Columbia Utilities Commission, the Utility may finance the contributions in aid of construction for Customers.
- vii.) **Security** - In those situations where the financial viability of a Main Extension is uncertain, the Utility may require a security deposit in the form of cash or an equivalent form of security acceptable to the Utility.

## 11. RESALE / UNAUTHORIZED SUPPLY OR USE

Unless authorized in writing by the Utility, a Customer shall not sell or supply Hydronic Energy supplied to it by the Utility to other Persons or use Hydronic Energy supplied to it by the Utility for any purpose other than as specified in the Service Agreement.

## 12. METERING

In order to determine for billing purposes the quantity of Hydronic Energy consumed by the Customer, a CSA-approved Meter Set will be installed by the Utility on the Customer's Premises at a location most convenient to the Utility.

The amount of Hydronic Energy registered by the Meter Set during each billing period will be converted to Gigajoules and rounded to the nearest one-tenth of a Gigajoule.

The Customer shall take reasonable care of and protect all meters and apparatus belonging to the Utility on the Customer's premises, and shall pay the Utility the cost of any such meters or apparatus broken, missing or damaged except to the degree that the Customer can show that the meter or apparatus was broken, missing or damaged due to a defect therein or to any act or omission of the Utility's servants or agents.

All meters, piping or other apparatus furnished by the Utility remain the property of the Utility and must not be moved or removed from the premises without the written permission of the Utility.

## 13. METER READING

The interval between consecutive meter readings shall be at the sole discretion of the Utility.

The meter will normally be read at monthly intervals for Customers.

## 14. METER TESTING

Any Customer who doubts the accuracy of the meter measuring Hydronic Energy used may request to have the meter tested by an Original Equipment Manufacturer. Should the meter be found to be inaccurate by the Original Equipment Manufacturer, the Utility will refund the inspection fee to the Customer.

If the testing indicates that the meter is recording correctly, the Customer must pay the Utility for the cost of removing, replacing and testing the meter as set out in the Standard Fees and Charges Schedule.

## 15. BILLING

- (a) Bills will be rendered on the basis of the Customer's Service Agreement, the Rate Schedules under which the Customer is provided Service and the Fees and Charges contained in the Standard Fees and Charges Schedule.
- (b) If meter readings cannot be obtained for any reason, the consumption may be estimated by the Utility and used for billing purposes, and the next bill, which is based on actual meter readings, will be adjusted for the difference between estimated and actual use over the interval between meter readings.
- (c) If any meter fails to register or registers incorrectly, the consumption may be estimated by the Utility and used for billing purposes, subject to Section 16 (Back Billing).
- (d) If the Customer terminates a Service Agreement, the Utility may estimate the final meter reading for final billing.
- (e) Bills will be rendered as often as deemed necessary by the Utility, but generally on a monthly or bi-monthly basis. The due date for payment of bills shown on the face of the bill is the first business day after:
  - i.) The twenty first (21<sup>st</sup>) calendar day following the billing date; or
  - ii.) Such other period as may be defined in a Special Contract or agreed upon by the Customer and the Utility.
- (f) Bills shall be paid via e-mail, regular mail, or at the business office of the Utility.
- (g) Customers requesting historic billing information may be charged the cost of processing and providing this information.

## 16. BACKBILLING

Pursuant to section 59 of the Utilities Commission Act, this Tariff constitutes the consent of the Commission to allow the Utility in the circumstances specified herein, to charge, demand, collect or receive from its Customers in respect of a regulated service rendered, a greater or lesser compensation than that specified in the subsisting schedules of the Utility applicable to that service.

In the case of a minor adjustment to a Customer's bill, such as an estimated bill or an equal payment plan billing, such adjustments do not require back-billing treatment to be applied.

- 1) Back billing means the re-billing by the Utility 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 the Utility. The cause of the billing error may include any of the following non-exhaustive reasons or combination thereof:
  - (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) the application of an incorrect rate
  - (j) incorrect reading of meters or data processing
  - (k) tampering, fraud, theft or any other criminal act
- 2) Where the Customer requests that the meter be tested, the provisions and associated costs as per Section 14. Meter Testing will apply.
- 3) Where metering or billing errors occur and the Customer does not request that the meter be tested, the consumption and demand will be based upon the records of the Utility for the Customer, or the Customer's own records to the extent they are available and accurate, or if not available, reasonable and fair estimates may be made by the Utility. Such estimates will be on a consistent basis within each Customer class or according to a contract with the Customer, if applicable.
- 4) If there are reasonable grounds to believe that the Customer has tampered with or otherwise used the Utility service in an unauthorized way, or evidence of fraud, theft or other criminal act exists, then the extent of back-billing will be for the duration of the unauthorized use, subject to the applicable limitation period provided by law, and the provisions of items (7), (8), (9) and (10) below do not apply.
- In addition, the Customer is liable for the direct (unburdened) administrative costs incurred by the Utility in the investigation of any incident of tampering, including the direct costs of repair, or replacement of equipment.
- Under-billing resulting from circumstances described above will bear interest at the rate normally charged by the Utility on unpaid accounts from the date of the original under-billed invoice until the amount under-billed is paid in full.
- 5) 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.
- 6) In every case of over-billing, the Utility will refund to the Customer all money incorrectly collected for the duration of the error, subject to the applicable limitation period provided by law. Simple interest, computed at the short-term bank loan rate applicable to the Utility on a monthly basis, will be paid to the Customer.

- 7) Subject to item (4) above, in every case of under-billing, the Utility will back-bill the Customer for the shorter of:
  - (a) the duration of the error; or
  - (b) one year or as set out in a special or individually negotiated contract with the Utility.
- 8) Subject to item (4) above, in every case of under-billing, the Utility will offer the Customer reasonable terms of repayment. If requested by the Customer, the repayment term will be equivalent in length to the back-billing period. The repayment will be interest free and in equal instalments corresponding to the normal billing cycle. However, delinquency in payment of such instalments will be subject to the usual late payment charges.
- 9) Subject to item (4) above, if a Customer disputes a portion of a back-billing due to under-billing based upon either consumption, demand or duration of the error, the Utility will not threaten or cause the discontinuance of service for the Customer's failure to pay that portion of the back-billing, unless there are no reasonable grounds for the Customer to dispute that portion of the back-billing. The undisputed portion of the bill shall be paid by the Customer and the Utility may threaten or cause the discontinuance of service if such undisputed portion of the bill is not paid.
- 10) Subject to item (4) above, in all instances of back billing where changes of occupancy have occurred, the Utility 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 them will be cancelled.

## 17. LATE PAYMENT CHARGE

If the amount due on any bill has not been paid in full on or before the due date shown on such bill, and if the unpaid balance is \$15 or more, a further bill will be rendered to include the overdue amount plus a late payment charge as set out in the Standard Fees and Charges Schedule. Notwithstanding the due date shown, to allow time for payments made to reach the Utility, and to co-ordinate the billing of late payment charges with scheduled billing cycles, the Utility may, in its discretion, waive late payment charges on payments not processed until a number of days after the due date.

## 18. RETURNED CHEQUE CHARGE

If a cheque received by the Utility from a Customer in payment of any account is returned by the Customer's bank, trust company or financial institution for the reason of not sufficient funds (NSF), or any reason other than clerical error, a returned cheque charge, as set out in the Standard Fees and Charges Schedule, for processing each returned cheque will be added to the amount due and payable by the Customer whether or not the service has been disconnected.

## 19. REFUSAL TO PROVIDE SERVICE AND DISCONTINUANCE OF SERVICE

The Utility may refuse to provide service or may discontinue with 48 hours written notice, service to any Customer (or Applicant) who:

- (a) failed to fully pay for services at any or all premises on or before the due date, or
- (b) failed to pay any required security deposit, equivalent form of security, or post a guarantee or required increase in it, by the specified date, or
- (c) is in receivership or bankruptcy, or operating under the protection of any insolvency legislation and has failed to pay any outstanding bills to the Utility.

The Utility may refuse to provide service or may discontinue service **without notice**, to any Customer (or Applicant) who:

- (d) refused to provide reference information and identification acceptable to the Utility, when applying for service or at any subsequent time on request by the Company, or
- (e) breached the terms and conditions upon which service is provided by the Company, or
- (f) has defective pipe, appliances, or Hydronic Energy fittings in the Premises, or
- (g) uses Hydronic Energy in such a manner, as in the opinion of the Utility may:
  - lead to a dangerous situation, or
  - cause undue or abnormal fluctuations in the temperature of the Hydronic Energy distribution system, or
- (h) fails to make modifications or additions to the Customer's equipment which have been required by the Utility in order to prevent the danger or control the fluctuations described in (g) above, or
- (i) fraudulently misrepresents to the Utility its use of Hydronic Energy or the volume delivered, or
- (j) has his/her Service Agreement terminated for any reason, or
- (k) stops consuming Hydronic Energy on the Premises.

The Utility shall not be liable for any loss, injury or damage suffered by any Customer by reason of the discontinuation of or refusal to provide service as aforesaid.

## **20. SECURITY FOR PAYMENT OF BILLS**

- (a) Customers who have not established or maintained credit to the satisfaction of the Utility, may be required to provide a security deposit or equivalent form of security, the amount of which may not exceed an amount equal to the estimate of the total bill for the two highest consecutive months' consumption of Hydronic Energy by the Customer.
- (b) A security deposit or equivalent form of security is not an advance payment.
- (c) The Utility will pay interest on a security deposit at the rate and at the times specified in the Standard Fees and Charges Schedule. If a security deposit is returned to a Customer for any reason, the Utility will credit any accrued interest to the Customer's account at that time. No interest is payable on any unclaimed deposit left with the Utility after the account for which it is security is closed, or on a deposit held by the Utility in a form other than cash.
- (d) When the Customer pays the final bill, the Utility will refund any security deposit plus any accrued interest or cancel the equivalent form of security.
- (e) If the Utility is unable to locate the Customer to whom a security deposit is payable and it remains unclaimed for 10 years, the deposit then becomes the property of the Utility.
- (f) If a Customer's bill is not paid when due, the Utility may apply all or any part of the Customer's security deposit or equivalent form of security and any accrued interest towards payment of the bill. Under these circumstances, the Utility may still elect to discontinue service to the Customer for failure to pay for Service.
- (g) If a Customer's security deposit or equivalent form of security is appropriated by the Utility for payment of an unpaid bill, the Customer must re-establish the security deposit or equivalent form of security before the Utility will reconnect or continue service to the Customer.

## 21. ACCOUNT CHARGE – EXISTING INSTALLATION

When a change of Customer occurs, an account charge, as set out in the Standard Fees and Charges Schedule (Application Fee - Existing Installation), shall be paid by the new Customer with respect to each account in that Customer's name for which a separate bill is rendered by the Utility.

## 22. TERM OF SERVICE AGREEMENT

If a Customer is being provided with Service, the initial term of the Service Agreement would be determined as follows:

- (1) When a new Service Line is required will be one Year, or
- (2) When a Main Extension is required will be for a period of time fixed by the Utility not exceeding the number of years used to calculate the revenue in the Main Extension test.

The Service Agreement would be renewed unless:

- (a) The Service Agreement or the applicable Rate Schedule specifies otherwise, or
- (b) The Service Agreement is terminated pursuant to Item 23 below, or
- (c) The Service Agreement is for Seasonal Service.

The Service Agreement would be automatically renewed at the end of its initial term from year to year.

## 23. TERMINATION OF SERVICE

A Customer may apply for termination of Service by giving the Utility at least 30 days notice.

The Customer is not released from any previously existing obligations to the Utility by terminating the Agreement.

All equipment associated with providing Hydronic Energy Service to the Customer remains the property of the Utility.

## 24. LIABILITY

- (a) The Utility will endeavour to provide a regular and uninterrupted supply of Hydronic Energy, but it does not guarantee a constant supply of Hydronic Energy or the maintenance of unvaried temperatures. The Utility, its employees, contractors or agents are not responsible or liable for any loss, injury (including death), damage or expense incurred by any Customer or any Person claiming by or through the Customer, caused by or resulting from, directly or indirectly, any discontinuance, suspension, or interruption of, or failure or defect in the supply or delivery or transportation of, or refusal to supply, deliver, or transport Hydronic Energy, or provide Service, unless the loss, injury (including death), damage or expense is

directly attributable to the gross negligence or wilful misconduct of the Utility, its employees, contractors or agents provided, however, that the Utility, its employees, contractors and agents are not responsible for any loss of profit, loss of revenues or other economic loss even if the loss is directly attributable to the gross negligence or wilful misconduct of the Utility, its employees, contractors or agents.

- (b) Hydronic Energy service may be temporarily suspended to make repairs or improvements to the Hydronic Energy system or in the event of fire, flood or other sudden emergency. The Utility will, whenever practicable, give notice of such suspension to the Customer and will restore service as soon as possible. Telephone, newspaper, flyer, radio or other acceptable announcement method may give such notice. The Utility shall not be liable for any loss, injury or damage caused by or arising out of any such suspension of service.
- (c) The Customer is responsible for all expense, risk and liability with respect to the use or presence of Hydronic Energy on the Utility owned facilities serving the Customer's Premises before it passes the Delivery Point in the Customer's Premises if any loss or damage caused by or resulting from failure to meet that responsibility is caused, or contributed to, by the act or omission of the Customer or a Person for whom the Customer is responsible.
- (d) The Customer is responsible for all expense, risk and liability with respect to the use or presence of Hydronic Energy after it passes the Delivery Point.
- (e) The Customer is responsible for all expense, risks and liability with respect to all Meter Sets or related equipment at the Customer's Premises unless any loss or damage is directly attributable to the negligence of the Utility, its employees, contractors or agents, or is caused by or resulting from a defect in the equipment. The Customer must prove such negligence or defect.
- (f) The Customer will indemnify and hold harmless the Utility, its employees, contractors and agents from all claims, loss, damage, costs or injury (including death) suffered by the Customer or any Person claiming by or through the Customer or any third party caused by or resulting from the use of Hydronic Energy by the Customer or the presence of Hydronic Energy in the Customer's Premises, or from the Customer or Customer's employees, contractors or agents damaging the Utility's facilities.

## **25. ACCESS TO PREMISES AND EQUIPMENT**

The Utility's agents, contractors and employees shall have, at all reasonable times, free access to the Meter Sets and associated apparatus and pipes on the Customer's Premises to ascertain the quantity or method of use of Service, as well as for the purpose of reading, testing, repairing or removing Meter Sets and ancillary equipment, turning Hydronic Energy on or off, conducting system leakage surveys, stopping leaks, and examining pipes, fittings, connections and appliances.

## 26. CURTAILMENT OF SERVICE

The Utility will use its best efforts to provide the constant delivery of Hydronic Energy and the maintenance of unvaried pressures. However, at any time in the event of a breakdown or failure of the main supply or distributing plant or equipment, or to comply with the requirements of any law, the Utility shall have the right to require any Customer or class or classes of Customers or all its Customers, until notice of termination of the requirement is given, or between specified hours, to discontinue the use of Hydronic Energy for any purpose or purposes or to reduce in any specified degree or quantity his/her consumption of Hydronic Energy for any purpose or purposes.

Any such requirement may be communicated to any Customer or Customers or to all Customers by either or both of the following means, that is to say, public notices in the press and announcements over radio, and may be communicated to any individual Customer by either or both of the following means, that is to say, notice in writing (either sent through the e-mail, mail or left at the premises where Hydronic Energy service is received, or served personally) and oral (which may be by telephone) communication. Any notice of the termination of any requirement may be communicated similarly.

If in the opinion of any official of the Utility any Customer has failed to comply with any requirement of the Utility communicated as aforesaid, the Utility shall be at liberty, after notice to the Customer is communicated as aforesaid, to discontinue Hydronic Energy service to such Customer.

The Utility shall not be liable for any loss, injury, damage or expenses occasioned to or suffered by any Customer for or by reason of the making of any such requirement or the discontinuance of Hydronic Energy service to him as aforesaid.

## 27. DISTURBING USE

All equipment for which Hydronic Energy is supplied shall be subject to the reasonable approval of the Utility and the Customer shall take and use the Hydronic Energy so as not to endanger apparatus or cause any undue or abnormal fluctuations on the Utility's system.

The Utility may require the Customer, at his own expense, to provide equipment which will reasonably limit such fluctuations or disturbances and may refuse to supply Hydronic Energy or suspend the supply thereof until such equipment is provided.

## 28. TAXES

The rates and charges set out in this Tariff do not include Social Services Tax, GST or any other tax which the Utility may be lawfully authorized or required to add to its normal rates and charges.

## 29. RATE SCHEDULES

The rates to be charged by, and paid to the Utility for Hydronic Energy service shall be the rates set out in the rate schedules from time to time in effect and contained in the Hydronic Energy Tariff of the Utility which may be inspected during business hours at the Utility's office.

### **30. SPECIAL CONTRACTS AND TARIFF SUPPLEMENTS**

In unusual circumstances, Special Contracts and Tariff Supplements may be negotiated between the Utility and the Customer and submitted for BCUC approval where:

- i.) a minimum rate or revenue stream is required by the Utility to ensure that service to the Customer is economic, or
- ii.) factors such as system by-pass opportunities exist or alternative fuel costs are such that a reduced rate is justified to keep or to attach the Customer on the system.

### **31. CONFLICTING TERMS AND CONDITIONS**

Whenever anything in these Terms and Conditions is in conflict with any special terms or conditions provided in any rate schedule, the terms or conditions provided in the rate schedule shall prevail and whenever anything in these Terms and Conditions or in any rate schedule is in conflict with the terms of any special contract the terms of such special contract shall prevail.

### **32. AUTHORITY OF AGENTS OF THE UTILITY**

No employee, contractor or agent of the Utility has authority to make any promise, agreement or representation not incorporated in these Terms and Conditions or in a Service Agreement, and any such unauthorized promise, agreement or representation is not binding on the Utility.



**SECTION C – RATE SCHEDULES****35. RATE SCHEDULE 1: FIRM SERVICE**

This Rate Schedule is applicable to firm Hydronic Energy supplied to customers residing within the area of the Dockside Green Development.

**Charges:**

	<b>Basic Charge \$/m<sup>2</sup>/month</b>	<b>Variable Charge \$/gigajoule</b>
<b>2008</b>	0.22	12.88
<b>2009</b>	0.22	13.27
<b>2010</b>	0.23	13.66
<b>2011</b>	0.24	14.07
<b>2012</b>	0.25	14.50
<b>2013</b>	0.25	14.93
<b>2014</b>	0.26	15.38
<b>2015</b>	0.27	15.84
<b>2016</b>	0.28	16.32
<b>2017</b>	0.28	16.81
<b>2018</b>	0.29	17.31

**Minimum Charge:** The Minimum Charge per month will be the Basic Charge.