

PROVINCE OF BRITISH COLUMBIA  
OFFICE OF THE COMPTROLLER OF WATER RIGHTS

IN THE MATTER OF

the *Water Utility Act*, R.S.B.C. 1996, Chapter 485

and

the *Utilities Commission Act*, R.S.B.C. 1996, Chapter 473

and

Corix Multi-Utility Services Inc. – Panorama Water

**Application for 2019 Water Rates**

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**Corix Multi-Utility Services Inc. – Panorama Water**

**REPLY SUBMISSION**

Submitted 17<sup>th</sup> May 2019

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Attachment I – Draft Tariff Pages

## I. INTRODUCTION AND OVERVIEW

1. Corix Multi-Utility Services Inc. (CMUS) owns and operates the water utility (Utility) providing service to Panorama Mountain Village (Panorama). CMUS is a subsidiary of Corix Utilities Inc., which is a subsidiary of a privately held Vancouver-based corporation, Corix Infrastructure Inc. (Corix), owned by the British Columbia Investment Management Corporation.
2. On November 26, 2018, CMUS filed an Application for 2019 Rates for the Utility (Application) with the Office of the Comptroller of Water Rights (Comptroller). The last rate application for the Utility was addressed through Decision and Order No. 2232, issued by the Comptroller on June 28, 2010.
3. Based on the Application submitted November 26, 2018, the Comptroller issued Order No. 2541 on January 10, 2019, which approved interim, refundable rates effective January 1, 2019. The rates and charges remain interim and refundable with interest subject to the final decision of the Comptroller.
4. CMUS subsequently amended the Application with rates based on 2018 actuals and a new 2019 Corporate Services cost (Amended Application), which were all unavailable when the Application was submitted in 2018.
5. Based on the Amended Application, CMUS requests approval for the following pursuant to Sections 59 to 61 and Section 89 of the *Utilities Commission Act*:
  - i. A Residential Consumption Charge of \$1.88 per cubic meter and a Residential Fixed Charge of \$3.09 per bed unit per month, effective January 1, 2019;
  - ii. A Commercial Consumption Charge of \$1.97 per cubic meter and a Commercial Fixed Charge of \$3.43 per bed unit per month, effective January 1, 2019;
  - iii. To discontinue annual contributions from customer revenue into the Replacement Reserve Trust Fund (RRTF) and to close the RRTF, effective January 1, 2019;
  - iv. To recover the deficit balance of \$488,398 accumulated in the consumption deferral account.
  - v. A two year rate rider for all metered customers to recover the deficit balance in the consumption deferral account as follows:
    - a. \$2.43 per cubic meter effective January 1, 2019; then
    - b. \$2.38 per cubic meter effective January 1, 2020.
  - vi. To continue the use of the consumption deferral account going forward and to recover/refund any balance in this deferral account at the end of the year within the following 12 months. Only amounts added to the deferral account from January 1, 2019 onwards would be recovered on a 12 month basis.
6. CMUS has attached the draft tariff pages consistent with the approvals sought that are based on the Amended Application.

## II. REPLY SUBMISSIONS

7. These reply submissions address areas of objection in the intervener submission from the Panorama Subdivision Owners Association (PSOA) Final Submission, dated May 9, 2019.

### A. Operating Margin Proposal

8. The PSOA states that it “has no objection to the Operating Margin proposal”<sup>1</sup> as long as it remains below the maximum limit of 10% as defined in the Comptroller’s CPCN Financial Guidelines.
9. CMUS notes that it is possible for the calculated Operating Margin, based on the existing formula, to exceed the maximum limit of 10% if the BCUC increases the benchmark utility return on equity (ROE) or the risk premium for Pacific Northern Gas (PNG). Similarly, it is possible for the calculated Operating Margin, based on the proposed formula, to exceed the maximum limit of 10% if the BCUC increases the benchmark utility ROE or the risk premium for small thermal energy system utilities.
10. Regardless of the Operating Margin formula used, CMUS would submit an application to the Comptroller to address any Operating Margin in excess of the approved amount.
11. The Comptroller through Order No. 2512 approved the revenue requirements for Cultus Lake Water, which included the proposed Operating Margin formula for CMUS’ Cultus Lake Water utility.<sup>2</sup> Hence, approval of the Operating Margin proposal for the Utility would result in consistency across the CMUS water utilities and would link the risk premium to CMUS, as opposed to an unrelated natural gas distribution utility operating in Northern British Columbia.
12. CMUS submits that the Operating Margin proposal is reasonable and should be approved as requested.

### B. Replacement Reserve Trust Fund (RRTF)

13. The PSOA is opposed to the removal of the RRTF stating that it “would have the effect of “kicking the can down the road” in terms of cost of long-term maintenance/upgrading of the new GSDP system.”<sup>3</sup> The PSOA states that having an RRTF:
  - “is insurance against the possibility (likelihood) of a significant cost for maintenance or upgrading of the water system in the future with resultant “rate shock” for users of the system”<sup>4</sup>; and
  - “ensures that present users of the system contribute to the future maintenance of the system and that these costs are not born only by the then future current users of the system.”<sup>5</sup>
14. CMUS provides its response to PSOA’s RRTF submission in the following paragraphs.

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<sup>1</sup> PSOA Final Submission, p. 1.

<sup>2</sup> Decision and Order No. 2512, dated February 2, 2018, p. 2.

<sup>3</sup> PSOA Final Submission, p. 2.

<sup>4</sup> Ibid.

<sup>5</sup> Ibid.

15. In Order No. 2498, the Comptroller approved CMUS' proposal to fund the remaining balance of the Groundwater Source Development Program (GSDP) project through rate base/rate of return regulation due to the size of the utility and the significant capital investment needed to complete the project.<sup>6</sup>

Continuing the RRTF leads to customers paying for two systems at once

16. The Financial Guidelines for CPCN Applications for private water utilities in British Columbia (Guidelines) state that the RRTF provides funds collected from customers to pay for replacement of water system components when required in the future.<sup>7</sup> Since the future cost to upgrade or replace water system components is unknown, an annual RRTF contribution is determined based on the existing system and its expected service life. The Guidelines state that the total annual deposits to the RRTF should be set equal to standard depreciation rates for the existing water system components.<sup>8</sup>
17. Under rate base/rate of return regulation, capital investment costs, such as asset upgrades or replacement, are recovered from customers only when the asset is being used to serve those customers. Once the asset goes into service, the investment cost is added to rate base and the Utility begins to depreciate the asset over its expected service life. The annual depreciation expense is recovered through customer rates on an annual basis while the accumulated depreciation reduces the rate base over a period of time equal to the expected service life of the asset. At the end of the service life of the asset, the investment cost is no longer in rate base and the customer no longer pays for the use of this fully depreciated asset.
18. CMUS submits that when the new rate base model is adopted, the cost of the GSDP project would be recovered through the annual depreciation expense. If use of the RRTF continues, then any annual RRTF contribution designated for the future replacement of the GSDP assets would effectively result in customers paying the depreciation expense twice each year. Customers would be paying depreciation expense on the GSDP project assets while also contributing the equivalent of the depreciation expense to the future replacement of the same GSDP assets.
19. CMUS submits that this double payment is onerous, unnecessary and unreasonable for customers of the Utility and should not be approved.

Annual RRTF contribution would increase

20. The annual RRTF contribution from customers was raised from \$35,000 to \$100,000 through Order No. 2232 in anticipation of capital upgrades to the reservoir liner and cover, which were nearing the end of their useful lives.<sup>9</sup>
21. As the annual RRTF contribution is determined based on the depreciation of the utility system components, this \$100,000 contribution would presumably be increased to take into account the completion of the GSDP project and the new value of the utility system components. As presented in

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<sup>6</sup> Decision and Order No. 2498, dated October 5, 2017, p. 3.

<sup>7</sup> Private Water Utilities in British Columbia, Financial Guidelines for CPCN Applications, p. 4.

<sup>8</sup> Private Water Utilities in British Columbia, Financial Guidelines for CPCN Applications, p. 4.

<sup>9</sup> Decision and Order No. 2232, dated June 28, 2010, p. 6.

Table 1 of the CMUS Final Submission<sup>10</sup>, maintaining the \$100,000 annual RRTF contributions result in a material impact to customer rates for 2019. Due to the magnitude of the GSDP project costs<sup>11</sup> the anticipated increase to the RRTF contribution beginning in 2020 would be significant and could prove burdensome for the Utility customers. The impact to customers would be further exacerbated when an increased RRTF contribution is coupled with the recovery of the GSDP project costs.

#### Rate Shock

22. The likelihood of rate shock is primarily a function of the magnitude of capital cost required for the asset upgrade/replacement and the number of customers and total consumption at the Utility. While the RRTF could be used to reduce potential rate shock, there is no guarantee that it would have a material effect on any potential rate shock.
23. Furthermore, rate shock can be addressed in other ways compatible with rate base/rate of return regulation. Some of these approaches include, but are not limited to, phased-in rate increases and rate levelization.
24. CMUS also considers that significant future capital expenditure at the Utility are anticipated to be limited in the near to medium term after the completion of the GSDP project.
25. For the points made in the CMUS Final Submission<sup>12</sup> and the reply submissions made above, CMUS submits that the request regarding the RRTF is reasonable and should be approved.

#### **C. Consumption Deferral Account (CDA)**

26. The PSOA takes issue “with CMUS’ negligence in its efforts to remain current in the face of a growing deficit.”<sup>13</sup> The PSOA presumes that based on the two previous rate applications the Comptroller and CMUS accepted four years as a reasonable time between rate applications.<sup>14</sup> The PSOA requests a minimum four (4) year period for the recovery of the CDA balance and “in order to incent future diligent management of the CDA by CMUS, the PSOA requests that the Comptroller consider a punitive, partial recovery of the existing CDA amount.”<sup>15</sup>

#### Limited Staff Resources

27. In response to PSOA Information Request (IR) No. 1, CMUS addressed the length of time between rate applications.<sup>16</sup> From 2014 onwards, CMUS’ limited staff resources were focused on researching and preparing to address water supply issues at Panorama that resulted in boil water notices and advisories; and a risk of damage to the water intake. The water supply issues could have negatively affected customer health and CMUS’ ability to distribute water due to a damaged intake. As such, CMUS considered the water supply issues of paramount importance and prioritized resources to this

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<sup>10</sup> CMUS Panorama Application for 2019 Water Rates, Final Submission, p. 6.

<sup>11</sup> Decision and Order No. 2531, dated July 30, 2018, p. 4.

<sup>12</sup> CMUS Final Submission, Table 1, p. 6.

<sup>13</sup> PSOA Final Submission, p. 2.

<sup>14</sup> PSOA Final Submission, p. 2.

<sup>15</sup> PSOA Final Submission, p. 3.

<sup>16</sup> CMUS Response to PSOA IR No. 1, p. 1.

project. However, due to limited staff resources CMUS was unable to prepare a rate application while preparing the GSDP project application to address the water supply issues.<sup>17</sup>

28. Since then, CMUS has received approval for the GSDP project (on October 5, 2017) and its project cost estimates (July 30, 2018) from the Comptroller and construction is underway<sup>18</sup>. CMUS then immediately focused its efforts on preparing this rate application for 2019 water rates, which it submitted just under four months after obtaining approval for the GSDP project costs.
29. CMUS submits that given the staff resources, it was reasonable to focus its efforts on addressing the significant water supply issue at Panorama while delaying a rate application. CMUS proposes to file more frequent rate applications going forward. Among other things, this will reduce the potential for the accumulation of a significant balance in the CDA.

Two-year recovery period is reasonable

30. The GSDP project costs are anticipated to have a sizeable impact to customer rates beginning in 2020. Analysis provided in response to IRs<sup>19</sup> showed that the two year recovery period serves to balance, or smooth, the rate increases for both 2019 and 2020 by increasing the size of the rate increase in 2019 and reducing the size of the rate increase in 2020. Relative to the three and four year options this improves rate stability and minimizes rate shock for the customer.<sup>20</sup>
31. CMUS reiterates its submission that the difference in bill impact between a two, three or four year recovery of the balance in the CDA does not represent a material difference that necessitates the further delay of the recovery of historical costs. Based on 2017 bed units and consumption for an average customer, the difference in total 2019 bill between a:
- three year CDA rate rider and the proposed two year CDA rate rider is a reduction of<sup>21</sup>:
    - \$68 annually (\$5.65 per month) for a residential customer; and
    - \$1,711 annually (\$142.60 per month) for a commercial customer.
  - And;
  - four year CDA rate rider and the proposed two year CDA rate rider is a reduction of<sup>22</sup>:
    - \$102 annually (\$8.47 per month) for a residential customer; and
    - \$2,566.51 annually (\$213.88 per month) for a commercial customer.
32. To arrive at its two year CDA recovery proposal, CMUS considered: the GSDP project costs being brought into rate base; the relative impacts of the one, two, three and four year CDA recovery periods to customer bills; and the inability of the utility to recover its costs in the past.
33. CMUS submits that the two-year recovery period best addresses each consideration by stabilizing customer rates, reducing the impact to customer bills and allowing the utility to recover a portion of its historical costs in a reasonable amount of time.

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<sup>17</sup> CMUS Response to PSOA IR No. 1, p. 1.

<sup>18</sup> Decision and Order No. 2498, dated October 5, 2017; Decision and Order No. 2531, dated July 30, 2018.

<sup>19</sup> CMUS Final Submission, p. 9; CMUS response to Comptroller IR No. 1, Question 15.3, pp. 21-23.

<sup>20</sup> CMUS Final Submission, p. 9; CMUS response to Comptroller IR No. 1, Question 15.3, pp. 21-23.

<sup>21</sup> CMUS response to Comptroller IR No. 1, Question 15.2, pp. 19-21.

<sup>22</sup> CMUS response to Comptroller IR No. 1, Question 15.2, pp. 19-21.

Penalty Fee/Partial Recovery is Unnecessary

34. CMUS addressed the issue of the penalty fee on the existing CDA balance its Final Submission.<sup>23</sup> To reiterate, Order No. 2232 which approved the CDA did not establish a date or time limit on when the next revenue requirement was to occur. To penalize the utility by retroactively imposing a time limit or establishing a punitive element for the recovery of the CDA balance after the balance has accumulated would be unfair and punitive in nature.
35. In addition, CMUS has already been negatively impacted by rates that have not adequately recovered revenue requirements. Even with the recovery of the CDA balance for each year since 2010, CMUS would not have enough annual revenue to recover all of its revenue requirements for each of those years. This was illustrated in Table 1 in response to the 2019 PSOA IR No. 1.
36. Furthermore, the CDA understates the cost to CMUS as it does not account for CMUS' weighted average cost of capital when customer consumption revenues are lower than anticipated. In addition, since the CDA balance is not adjusted each year for inflation, the real (inflation-adjusted) value of the CDA has decreased with the passing of each year. As a result, the customer effectively receives a net benefit due to the delay in filing by paying less in 2019 and 2020 than the customer would have paid in 2015 or 2016 (as an example) after taking into account inflation over the years.
37. For the reasons above, CMUS submits that it is unnecessary and unreasonable to establish a penalty fee to incentivize CMUS to address the balance in the deferral account before it accumulates. CMUS has already suffered financially and is aware of the repercussions of accumulating a balance in the CDA. The addition of a punitive element would further exacerbate CMUS's annual losses. CMUS provides a reasonable explanation regarding the delay in filing a rate application and intends to file more frequent rate applications going forward.

### III. CONCLUSION

38. CMUS notes that PSOA has no objection to the Operating and Maintenance expenses and considers the approach to the Corporate Services cost to be reasonable. PSOA declined to provide comment on the Regulatory Costs and did not raise any other issue.<sup>24</sup>
39. The rate increase requests in the Amended Application are necessary in order to recover revenue requirements that have reasonably increased since customer rates were last changed in 2010.
40. The requests in the Amended Application results in rates that are just and reasonable and are not discriminatory or unduly preferential or that contravenes the UCA, regulations, orders of the commission or any other law.

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<sup>23</sup> CMUS Final Submission, p. 8.

<sup>24</sup> PSOA Final Submission, dated May 9, 2019, p. 1.



Langley, BC  
May 17, 2019

ALL OF WHICH IS RESPECTFULLY SUBMITTED

A handwritten signature in black ink, appearing to read "Errol South", followed by a long horizontal line extending to the right.

**Errol South**  
Senior Financial Planning Analyst

**Attachment I**

**Draft Tariff Pages  
for  
CMUS Panorama Water**

**WATER UTILITY ACT**

**WATER TARIFF NO. 5**

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**TERMS AND CONDITIONS  
for  
WATER SERVICE  
at**

Deleted: (INTERIM RATES)¶

**Panorama Village  
by**

**Corix Multi-Utility Services Inc.  
Panorama Water**

Box 36, Panorama, British Columbia V0A 1T0

**Contact Person:  
Andrew Craddock, Operations Manager**

This Tariff is available for public inspection at:

**Company Office  
2120 Toby Creek Road, Panorama, BC**

Accepted for Filing by the  
Comptroller of Water Rights

Effective: January 1, 2019

\_\_\_\_\_  
Secretary to the Comptroller

## Definitions

In this tariff the following definitions shall apply:

- (a) "Authorized Premises" means premises which are entitled to, and authorized for, service in accordance with the Certificate of Public Convenience and Necessity of the Utility;
- (b) "Bed Unit" is a unit of measurement used to determine the relative number of occupants and is based on the floor area typically required to provide overnight accommodation for one person. The following Bed Units are assigned:
  - i. residential single family dwelling = 10 Bed Units (beginning January 2011) unless notification received by Utility stating indicating smaller residence qualifying for 6 Bed Units
  - ii. residential condominium or townhouse:
    - (i) up to 55 square meters = 2 Bed Units
    - (ii) between 56 and 100 square meters = 3 Bed Units
    - (iii) in excess of 100 square meters = 4 Bed Units
  - iii. commercial customers according to size of water meter:
    - (i) 5/8" meter = 10 bed units
    - (ii) 1" meter = 25 bed units
    - (iii) 1 1/2" meter = 50 bed units
    - (iv) 2" or larger meter = 80 bed units
- (c) "Comptroller" means the Comptroller of Water Rights under the *Water Sustainability Act* and includes a deputy comptroller or a person appointed by the minister as acting comptroller;
- (d) "Customer" means any person who is the owner or lessee of an authorized premises;
- (e) "Domestic Service" means in-house use plus lawn & garden sprinkling to a maximum area of 1/10 of an acre;
- (f) "Premises" means land and buildings thereon;
- (g) "Rate" includes:

- i. a general, individual or joint rate, fee, charge, rental or other compensation of the Utility
  - ii. a schedule or tariff respecting a rate;
- (h) "Service" shall include:
- i. the supply of water provided by the Utility to the customer,
  - ii. the plant, equipment, apparatus, appliances, property and facilities employed by or in connection with the utility in providing the supply of water to the property line of the premise.
- (i) "Unit" means a building of accommodation occupied separately or to be occupied separately by an owner or lessee and, which either separately or jointly with other units, receives service from a connection to the Utility's waterworks and, without restricting the generality of the foregoing, includes the separate units of accommodation in all dwellings.
- (j) "Utility" means Corix Multi-Utility Services Inc. Panorama Water

### **Terms and Conditions**

#### **1. Application for Service**

For authorized premises, charges for service are intended to recover the Utility's costs. The following charges are applicable depending upon the circumstances:

- (a) At the time an application is made for service to premises which had not previously been connected for service, the applicable charge shown in Schedule "A(a)" for residential service or "A(b)" for commercial service of this tariff shall be paid by the applicant.
- (b) A turn-on fee of \$50.00 shall be applicable when:
  - (i) a turn-on of a valve at an existing curb-stop is made at a date after the service connection was installed;
  - (ii) a customer becomes re-connected after service has been shut-off at the request of the customer, for non-payment of rates, or for violation of these terms and conditions.
- (c) There is no charge for service shut-off.

(d) At the time an application for service is made by a new customer, an administration charge of \$25.00 shall apply. This charge is not only applicable for a new connection, but also when a new customer, either owner or lessee of the premises, commences receiving service to an existing authorized premises.

## 2. Billing and Payment

All bills are issued monthly and are due and payable within fifteen days of the date of issue. For metered rates, excess consumption is billed in arrears. If the amount due on any bill has not been paid in full within (30) thirty days from the date of issue a further bill will be rendered to include the overdue amount plus a late payment charge of 1.5% per month.

If a cheque is returned by the customer's financial institution an administration fee of \$25.00 will be charged.

## 3. Service Shut-Off due to Non-Payment

When an account becomes one month overdue service may be shut off upon 15 days written notice. A notice mailed to the last known postal address of the customer shall be deemed good and sufficient notice. A collection charge of \$30.00 shall be paid each time a Utility representative attends a customer's premises to disconnect service, following the issuance of a shut-off notice but, on attending, the customer pays the representative the full amount due.

Service will not be turned on until all outstanding charges against the service, including the collection charge have been paid.

## 4. Discontinuance of Service

(a) Customers must give at least two working days' notice in writing at the office of the Utility when requesting discontinuance of service and shall be liable for payment for all service until such service has been discontinued.

(b) Any customer who desires to discontinue the use of water for any of the purposes stated in his application for service shall give notice of his intention, in writing, at the office of the Utility, and shall further show that any fittings used for the supply of water for such purposes have been disconnected.

(c) The Utility may discontinue service to any customer who contravenes the terms and conditions contained in this tariff. In the event of further contravention of the tariff, the Utility may detach the service connection from the customer's premises and, upon re-application for service the customer shall be liable to pay the Utility's

cost of performing the said detachment and re-connection in addition to other applicable rates and charges.

5. Access to Premises

The Utility shall have the right of access to the customer's premises at all reasonable times for the purposes of making connections, reading meters, inspecting pipes and appurtenances, checking on the use or waste of water or determining compliance with these terms and conditions.

6. Interruption of Service

The Utility intends to maintain at all times an adequate and continuous supply of water to the Customer at suitable pressures but accepts no liability for interruptions due to circumstances beyond its control. However, for the interruptions in excess of 48 hours, a proportionate rebate will be allowed to a Customer served on flat rates. The Utility accepts no liability for any claims, losses, costs, damages or expenses which may be due to an interruption of Service, unless the interruption of Service is due to the negligent or willful misconduct of the Utility or its employees. In cases of negligent or willful misconduct on the part of the Utility or its employees, liability will be limited to direct physical damage and shall not include inconvenience, mental anguish, loss of profits, loss of earnings, or any other financial loss arising out of or in any way connected to the interruption of Service.

7. Restriction of Use of Water

The Utility may restrict or prohibit the use of water for gardening, sprinkling, air conditioning, the filling of swimming pools, or other purposes when, in its opinion, such action is necessary to conserve the water supply or to maintain water pressure. A customer who contravenes water use restrictions may receive one warning notice per calendar year before a fine for contravention applies. A notice delivered to the customer's premises shall be deemed good and sufficient notice of a contravention. For each subsequent contravention during the calendar year, a \$50.00 fine is applicable.

8. Limits on Water Use and Water Meters

No customer shall sell or dispose of any water or permit same to be carried away, or use water or allow it to be used in premises, or for purposes other than those stated in the customer's application for service.

A condition of receiving water service is the requirement of the installation of a water meter including remote readout equipment in the service line at a location specified by the Utility and the cost of the installation will be the customer's responsibility. Upon inspection and acceptance of the installation the water meter and its associated

remote readout equipment shall become the property of the utility. The utility will then be responsible for the ordinary maintenance, repair and replacement of the meter equipment. The utility also reserves the right to supply and install the water meter and associate remote readout equipment, in which case the customer shall pay the associated cost to the utility.

#### 9. Multiple Dwellings

In the case of apartment houses, duplexes or houses containing one or more suites, each such accommodation, whether or not self-contained, shall not be considered as a separate customer unless it is so specified in a schedule of this Tariff.

#### 10. Connections, Alterations and Tampering with utility Equipment

No person, who is not an agent or employee of the Utility, shall make any connections with or alterations to or tamper with any of the Utility's waterworks, including any water meter and associated readout equipment belonging to the Utility, nor turn on or off any valve or curb stop of the Utility, without prior authorization by the Utility in writing. Any person who is found tampering with the utility's works may upon receiving written notice have their water service terminated until such time as the works are restored to the utility's satisfaction.

#### 11. Minimum Size of Services

The minimum size of pipe used to serve any one premises shall be 3/4" (19mm) nominal diameter. The type and diameter of pipe used on the customer's premises should be selected with due consideration of pressure losses from friction.

#### 12. Minimum Earth Cover Over Services

All services on the customer's premises shall be buried below the maximum depth of frost penetration but in any event at a minimum depth of 7 (seven) feet below the surface of the ground.

#### 13. Ownership of Service

All water service pipes and fittings carrying water from the main to the customer's property line shall be the property of the Utility.



14. Stop Cock

The customer shall provide a shut-off valve (stop cock) inside each of the customer's buildings in which water is used, for the use of the customer in case of leaky or defective pipes or fixtures, or in case the premises is vacated.

15. Customer's Service Pipes

Service connection materials installed on the customer's premises shall be rated by the manufacturer to sustain a minimum working pressure of 160 psi (1100 kilopascals). No service pipe or fitting shall be covered until they have been inspected and approved by the Utility.

16. Dangerous Cross-Connections

The customer shall not permit the plumbing on their premises to be connected to any source of water supply other than the Utility's, or to any potential source of contamination, without first obtaining the Utility's permission in writing. Any back-flow prevention devices deemed necessary by the Utility to prevent the entry of contaminants shall be installed at the customer's expense.

17. Condition of Customer's Pipes and Fixtures

All customers at their own risk and expense shall keep their pipes, stop cocks and other fixtures in good working order and shall protect them from frost and other damage. The Utility shall, within a reasonable time notify the customer of any leaky pipes and fixtures that are evident on the premises. If the necessary repairs are not made within two (2) working days after such notice has been given, or when the condition of the pipes or fixtures is such as to cause damage to property or material waste of water or damage to property, then without further notice the Utility may shut off the water supply. The water shall not be turned on again until such repairs have been made to the satisfaction of the Utility, and the charges paid as provided by clauses 1 and 4(c) of this tariff. No person whose water supply is shut off pursuant to this section shall have any claim against the Utility for discontinuance of supply.

18. Notice of Service Shut-off

The Utility shall have the right at all times to shut off the water supply temporarily to any premises in order to make repairs, replacements, alterations and extensions to the Utility's waterworks as shall, in the opinion of the Utility, be deemed necessary. Whenever possible the Utility will give reasonable advance notice of shut-off, and, in all cases where the Utility expects service to be interrupted for 24 hours or more, the Utility shall give advance notice to its customers.

## 19. Application for Extension of Service

For lots not authorized for service, all applications for extension of water service shall be made in writing, by the owner or lessee of the premises to which the application refers, or by the owner's duly authorized agent. All applications for service shall state:

- (a) the purpose(s) for which the service is to be used (i.e. domestic, commercial, irrigation, etc.);
- (b) the legal description of the property;
- (c) the number and location of the premises to be served.

Charges for extension of service are intended to recover the Utility's costs. For each application, an initial deposit of \$200 is required to be paid at the time of application. Additional costs incurred by the Utility for legal, engineering and other fees, including Utility staff time, will be payable by the applicant and may require further deposits prior to undertaking certain aspects of the application process.

Each application for extension of service requires an amendment to the Utility's Certificate of Public Convenience & Necessity (CPCN) to include the lot(s) within its authorized service area. In response to each application, the Utility will detail the terms and conditions of service including all rates and charges applicable. Prior to the issuance of an amended CPCN, confirmation is required that either a deposit into the Utility's Deferred Capacity Trust Fund under Schedule B of this tariff has been made or that additional works have been constructed and contributed to the Utility by the applicant as required by the Comptroller of Water Rights.

Once the amended CPCN is issued, and while the lot(s) are not receiving service, availability of service charges under Schedule G of this tariff will be applicable.

Additional applications shall be made for all extensions of service to additional premises and for additional purposes.

## 20. Water Main Extensions

### General Provisions

20.1 Any waterworks installed pursuant to an application for extension of service shall be the sole property of the Utility

20.2 The size, type, quality of materials, and their location will be specified by the Utility and the actual construction will be done by the Utility or by a construction agency acceptable to it.

- 20.3 In arriving at the length of the main extension necessary to render service to any point, the distance from such point to the nearest distribution main shall be considered along lines of proper construction and common practice in the location of public waterworks, due consideration being given to the general layout of the Utility's system. The length of the extension shall be measured along the lines of proper construction from the nearest distribution main to the middle of the furthest property to be served.
- 20.4 The Utility will not be required to make extensions where road grades have not been brought to those established by public authority.
- 20.5 Where an extension must comply with a law, statute, bylaw, ordinance, regulation, specification or order of a public authority, the estimated cost of the extension shall be based upon the waterworks required to comply therewith.

Method of Allocating Advances and Refunds

- 20.6 Advances by original applicants:  
When more than one applicant is involved and an advance is required in payment for a main extension the amount of the advance shall be divided equally or as otherwise agreed among the applicants are made known to the Utility.
- 20.7 Advances by subsequent customers:  
An extension charge equal to a pro-rata share of the original cost of the main extension shall be collected by the Utility from each additional customer who connects to the original main extension within five years. The extension charge collected above shall be refunded equally or as otherwise agreed to the customers who already have advances deposited with the Utility as a result of connection to the extension, so that in the result all subscribers will have paid their pro-rata share or as otherwise agreed by them and made known to the Utility.
- 20.8 Advances which may be required from applicants in payment for extensions will be held by the Utility without interest. Refunds will be made in accordance with these rules and no *person* will have refunded to them an amount in excess of the amount of their advance. Refunds will be paid to the current registered owners of the properties on account of which the deposits were received. Any amount not used by the Utility for construction of the extension and not refunded at the end of five years from the date the advance was received by the Utility from the original applicant or applicants will be retained by the Utility and transferred to the "Deferred Capacity Trust Fund" account. Thereafter additional customers will be connected without being required to pay the extension charge.

## 21. Winter Construction

The Utility reserves the right to refuse to make extensions and install service pipe to a customer's property line under frost conditions in the winter months that would make the undertaking impractical or in the Utility's opinion, excessively costly.

## 22. Amendments to Tariff

The rates and charges recorded in this tariff are the only lawful, enforceable and collectable rates and charges of the Utility, and shall not be amended without the consent of the Comptroller. The Comptroller, on his own motion, or on complaint of the Utility or other interested persons that the existing rates in effect and collected or any rates charged or attempted to be charged for service by the Utility are unjust, unreasonable, insufficient, unduly discriminatory or in contravention of the Water Utility Act, regulations or law, may, after investigation, determine the just, reasonable and sufficient rates to be observed and in force, and shall, by order, fix the rates.

The Utility may submit to the Comptroller, by letter of application together with full supporting documentation, proposed amendments to rates and charges, and other terms and conditions of service. After initial review of the application, the Comptroller may require the Utility to give an acceptable form of notice of the application to its customers and other interested persons. The notice will state a specific time period within which any interested persons may submit objections to the application to the Comptroller. After investigation of the application and any objections thereto, the Comptroller will decide the matter and notify all interested persons of his decision.

## 23. Liability

The Utility shall not be liable for any claims, losses, costs, damages or expenses incurred by the Customer or any other person arising out of the performance by the Utility of the Service, including without limitation any failure to perform the Service except to the extent that such claims, losses, costs, damages or expenses are caused by the negligent or willful misconduct of the Utility or its employees. In cases of negligent or willful misconduct on the part of the Utility or its employees, liability will be limited to direct physical damage and shall not include inconvenience, mental anguish, loss of profits, loss of earnings, or any other financial loss arising out of or in any way connected to the failure by the Utility to perform the Service.

## 24. Responsibility of Customer

The Customer shall be responsible and shall pay for any damage to property owned by the Utility and located on the Customer Premises when such damage is caused by the Customer or anyone permitted by the Customer to be on the Customer Premises.

## 25. Disputes

In case of disagreement or dispute regarding the application of any provision of these terms and conditions, or in circumstances where the application of the terms and conditions appears impracticable or unjust to either party, the Utility, or the applicant or applicants, may refer the matter to the Comptroller for adjudication.

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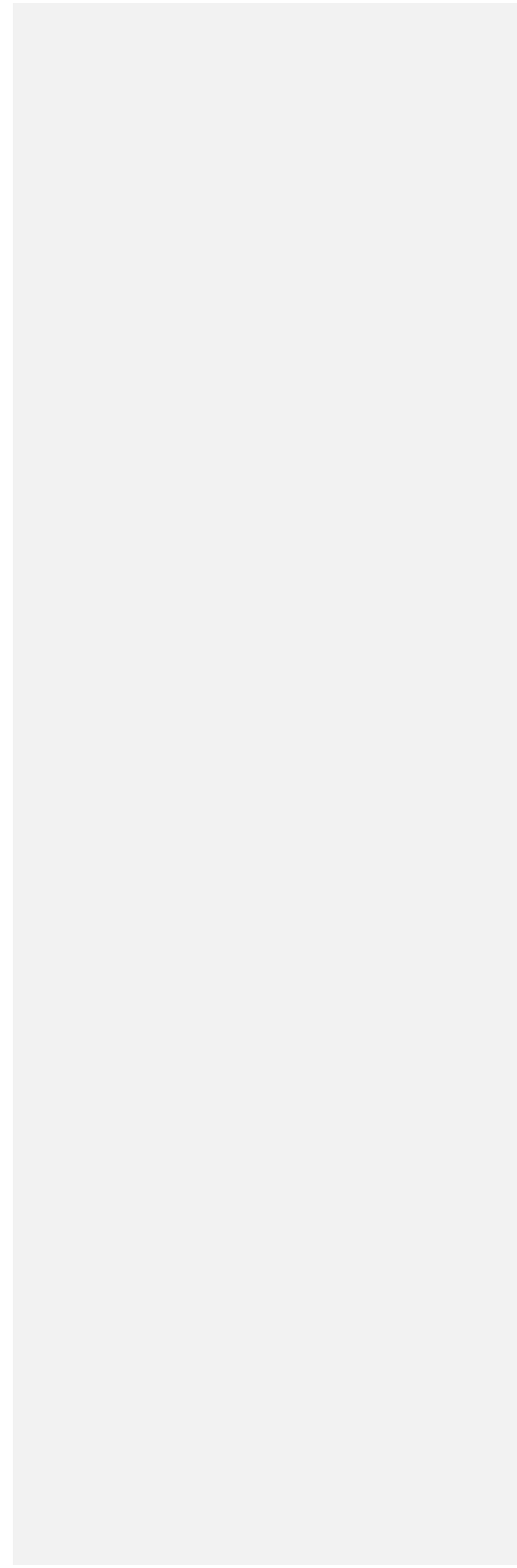
**Schedule "A" - Water Service Connection**

The charges shown below apply to connections to a main (see page 2, section 1(a)).

The connection charge recovers the cost incurred by the Utility, and not otherwise recovered, of a meter with accompanying fittings, pressure regulating device and backflow prevention device. Cost herein includes any administrative overhead incurred.

- (a) Residential Connection Charge      \$225.00
- (b) Commercial Connection Charge      at cost

DRAFT



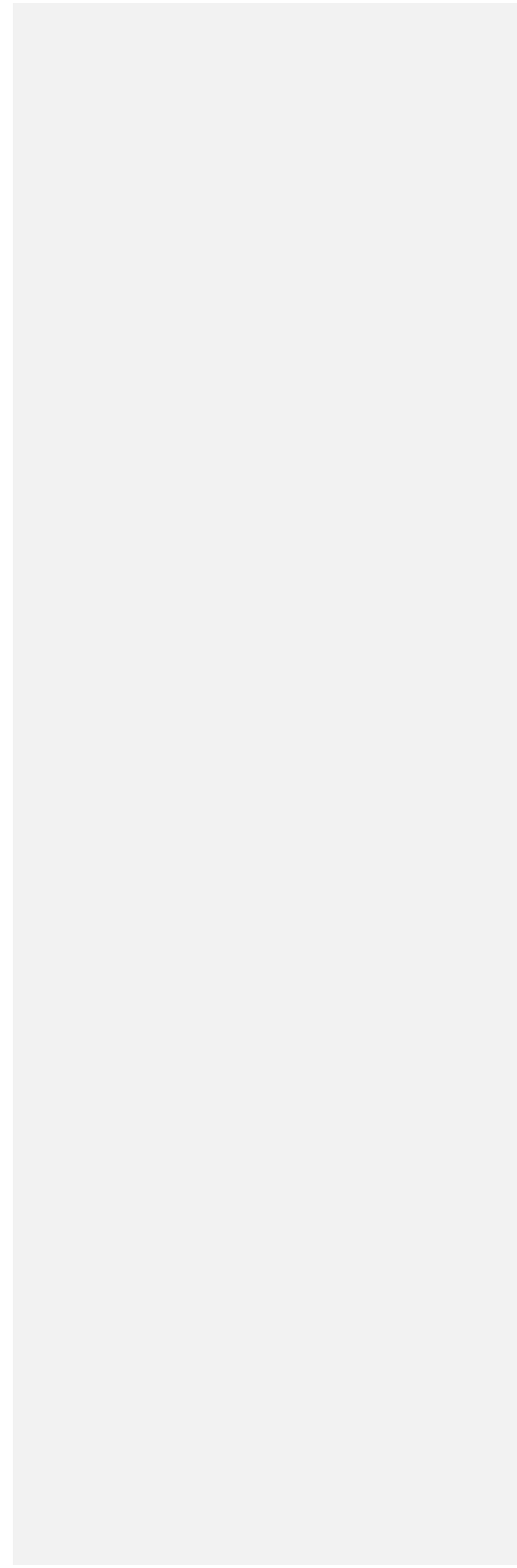
**Schedule “B” - Contribution in Aid of Future Construction**

Where as a result of premises becoming qualified as authorized premises a greater number of units require or may require service from the utility, thus utilizing waterworks capacity presently or in the future, then, upon application for an extension of service, in addition to the connection charge and any main extension costs, the charge shown below shall be paid.

For each domestic service premises  
qualifying as authorized premises \$1,300 per bed unit

Note: A bed unit is defined in the Definitions section.

DRAFT



**Schedule "C" - Residential Rates**

Deleted: ("Interim Rates")

**Applicability:** To residential customers receiving domestic service, including single family dwellings, condominiums, duplexes and single family townhouses.

As of January 1, 2019:

1. **A Fixed Charge** **\$3.09** per bed unit per month
2. **A Metered Rate** **\$1.88** per cubic meter
3. **Rider 1** **\$2.43** per cubic meter

Commented [ES1]: Replaced:  
\$4.34

Commented [ES2]: Replaced:  
\$ 2.69

Commented [ES3]: Replaced:  
\$ 2.46

Notes

- 1) Rates are billed monthly (Page 2, Section 2).
- 2) **Rider 1:** Consumption Deferral Account – Applicable for the calendar year ending December 31, 2019. For the calendar year from January 1, 2020 to December 31, 2020 Rider 1 will be **\$2.38** per cubic meter.

Commented [ES4]: Replaced:  
\$2.42



**Schedule “D” - Commercial Rates**

Deleted: (“Interim Rates”)

**Applicability:** To all commercial customers receiving service.

As of January 1, 2019:

1. A **Fixed Charge** **\$3.43** per bed unit per month
2. A **Metered Rate** **\$1.97** per cubic meter
3. **Rider 1** **\$2.43** per cubic meter

Commented [ES5]: Replaced:  
\$4.66

Commented [ES6]: Replaced:  
\$2.69

Commented [ES7]: Replaced:  
\$2.46

Notes

- 1) Rates are billed monthly (Page 2, Section 2).
- 2) **Rider 1:** Consumption Deferral Account – Applicable for the calendar year ending December 31, 2019. For the calendar year from January 1, 2020 to December 31, 2020 Rider 1 will be **\$2.38** per cubic meter.

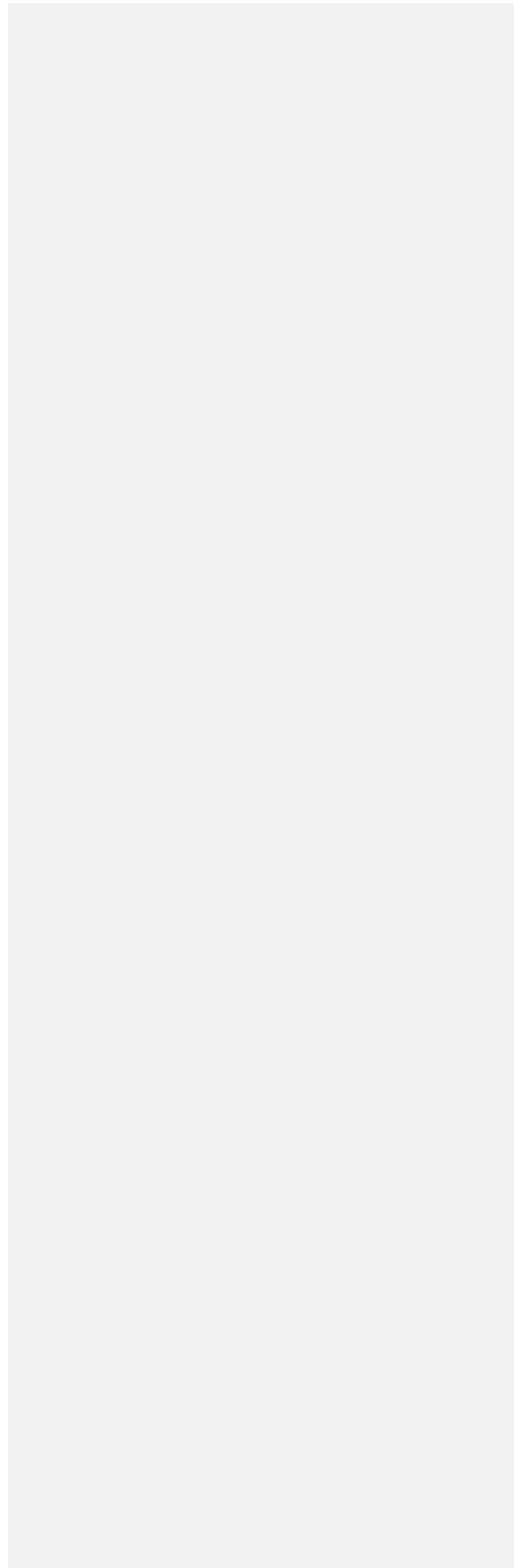
Commented [ES8]: Replaced:  
\$2.42

**Schedule “E” - Fire Hydrant & Standpipe Rates  
Per Fire Protection Agreement**

**Applicability:** Within that portion of the utility’s authorized service area in the RDEK fire protection district or other recognized local fire protection authority.

**Rates:** Hydrants included in rates  
Standpipes/Blow-Offs included in rates

DRAFT



**Schedule "F" - Availability of Service Charge as per  
Rent Charge Agreement(s)**

**Applicability:** To the owners all of lots that have a Rent Charge Agreement registered on title.

As of March 1, 2010

1. A fixed **Rent Charge** \$ 45 per bed unit per annum

DRAFT

**WATER UTILITY ACT**

**WATER TARIFF NO. 5**

**TERMS AND CONDITIONS  
for  
WATER SERVICE  
at**

**Panorama Village  
by**

**Corix Multi-Utility Services Inc.  
Panorama Water**

Box 36, Panorama, British Columbia V0A 1T0

**Contact Person:  
Andrew Craddock, Operations Manager**

This Tariff is available for public inspection at:

**Company Office**

**2120 Toby Creek Road, Panorama, BC**

Accepted for Filing by the  
Comptroller of Water Rights

Effective: January 1, 2019

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Secretary to the Comptroller

## Definitions

In this tariff the following definitions shall apply:

- (a) "Authorized Premises" means premises which are entitled to, and authorized for, service in accordance with the Certificate of Public Convenience and Necessity of the Utility;
- (b) "Bed Unit" is a unit of measurement used to determine the relative number of occupants and is based on the floor area typically required to provide overnight accommodation for one person. The following Bed Units are assigned:
  - i. residential single family dwelling = 10 Bed Units (beginning January 2011) unless notification received by Utility stating indicating smaller residence qualifying for 6 Bed Units
  - ii. residential condominium or townhouse:
    - (i) up to 55 square meters = 2 Bed Units
    - (ii) between 56 and 100 square meters = 3 Bed Units
    - (iii) in excess of 100 square meters = 4 Bed Units
  - iii. commercial customers according to size of water meter:
    - (i) 5/8" meter = 10 bed units
    - (ii) 1" meter = 25 bed units
    - (iii) 1 1/2" meter = 50 bed units
    - (iv) 2" or larger meter = 80 bed units
- (c) "Comptroller" means the Comptroller of Water Rights under the *Water Sustainability Act* and includes a deputy comptroller or a person appointed by the minister as acting comptroller;
- (d) "Customer" means any person who is the owner or lessee of an authorized premises;
- (e) "Domestic Service" means in-house use plus lawn & garden sprinkling to a maximum area of 1/10 of an acre;
- (f) "Premises" means land and buildings thereon;
- (g) "Rate" includes:

- i. a general, individual or joint rate, fee, charge, rental or other compensation of the Utility
- ii. a schedule or tariff respecting a rate;

(h) "Service" shall include:

- i. the supply of water provided by the Utility to the customer,
- ii. the plant, equipment, apparatus, appliances, property and facilities employed by or in connection with the utility in providing the supply of water to the property line of the premise.

(i) "Unit" means a building of accommodation occupied separately or to be occupied separately by an owner or lessee and, which either separately or jointly with other units, receives service from a connection to the Utility's waterworks and, without restricting the generality of the foregoing, includes the separate units of accommodation in all dwellings.

(j) "Utility" means Corix Multi-Utility Services Inc. Panorama Water

## **Terms and Conditions**

### 1. Application for Service

For authorized premises, charges for service are intended to recover the Utility's costs. The following charges are applicable depending upon the circumstances:

- (a) At the time an application is made for service to premises which had not previously been connected for service, the applicable charge shown in Schedule "A(a)" for residential service or "A(b)" for commercial service of this tariff shall be paid by the applicant.
- (b) A turn-on fee of \$50.00 shall be applicable when:
  - (i) a turn-on of a valve at an existing curb-stop is made at a date after the service connection was installed;
  - (ii) a customer becomes re-connected after service has been shut-off at the request of the customer, for non-payment of rates, or for violation of these terms and conditions.
- (c) There is no charge for service shut-off.

(d) At the time an application for service is made by a new customer, an administration charge of \$25.00 shall apply. This charge is not only applicable for a new connection, but also when a new customer, either owner or lessee of the premises, commences receiving service to an existing authorized premises.

## 2. Billing and Payment

All bills are issued monthly and are due and payable within fifteen days of the date of issue. For metered rates, excess consumption is billed in arrears. If the amount due on any bill has not been paid in full within (30) thirty days from the date of issue a further bill will be rendered to include the overdue amount plus a late payment charge of 1.5% per month.

If a cheque is returned by the customer's financial institution an administration fee of \$25.00 will be charged.

## 3. Service Shut-Off due to Non-Payment

When an account becomes one month overdue service may be shut off upon 15 days written notice. A notice mailed to the last known postal address of the customer shall be deemed good and sufficient notice. A collection charge of \$30.00 shall be paid each time a Utility representative attends a customer's premises to disconnect service, following the issuance of a shut-off notice but, on attending, the customer pays the representative the full amount due.

Service will not be turned on until all outstanding charges against the service, including the collection charge have been paid.

## 4. Discontinuance of Service

- (a) Customers must give at least two working days' notice in writing at the office of the Utility when requesting discontinuance of service and shall be liable for payment for all service until such service has been discontinued.
- (b) Any customer who desires to discontinue the use of water for any of the purposes stated in his application for service shall give notice of his intention, in writing, at the office of the Utility, and shall further show that any fittings used for the supply of water for such purposes have been disconnected.
- (c) The Utility may discontinue service to any customer who contravenes the terms and conditions contained in this tariff. In the event of further contravention of the tariff, the Utility may detach the service connection from the customer's premises and, upon re-application for service the customer shall be liable to pay the Utility's

cost of performing the said detachment and re-connection in addition to other applicable rates and charges.

5. Access to Premises

The Utility shall have the right of access to the customer's premises at all reasonable times for the purposes of making connections, reading meters, inspecting pipes and appurtenances, checking on the use or waste of water or determining compliance with these terms and conditions.

6. Interruption of Service

The Utility intends to maintain at all times an adequate and continuous supply of water to the Customer at suitable pressures but accepts no liability for interruptions due to circumstances beyond its control. However, for the interruptions in excess of 48 hours, a proportionate rebate will be allowed to a Customer served on flat rates. The Utility accepts no liability for any claims, losses, costs, damages or expenses which may be due to an interruption of Service, unless the interruption of Service is due to the negligent or willful misconduct of the Utility or its employees. In cases of negligent or willful misconduct on the part of the Utility or its employees, liability will be limited to direct physical damage and shall not include inconvenience, mental anguish, loss of profits, loss of earnings, or any other financial loss arising out of or in any way connected to the interruption of Service.

7. Restriction of Use of Water

The Utility may restrict or prohibit the use of water for gardening, sprinkling, air conditioning, the filling of swimming pools, or other purposes when, in its opinion, such action is necessary to conserve the water supply or to maintain water pressure. A customer who contravenes water use restrictions may receive one warning notice per calendar year before a fine for contravention applies. A notice delivered to the customer's premises shall be deemed good and sufficient notice of a contravention. For each subsequent contravention during the calendar year, a \$50.00 fine is applicable.

8. Limits on Water Use and Water Meters

No customer shall sell or dispose of any water or permit same to be carried away, or use water or allow it to be used in premises, or for purposes other than those stated in the customer's application for service.

A condition of receiving water service is the requirement of the installation of a water meter including remote readout equipment in the service line at a location specified by the Utility and the cost of the installation will be the customer's responsibility. Upon inspection and acceptance of the installation the water meter and its associated



remote readout equipment shall become the property of the utility. The utility will then be responsible for the ordinary maintenance, repair and replacement of the meter equipment. The utility also reserves the right to supply and install the water meter and associate remote readout equipment, in which case the customer shall pay the associated cost to the utility.

#### 9. Multiple Dwellings

In the case of apartment houses, duplexes or houses containing one or more suites, each such accommodation, whether or not self-contained, shall not be considered as a separate customer unless it is so specified in a schedule of this Tariff.

#### 10. Connections, Alterations and Tampering with utility Equipment

No person, who is not an agent or employee of the Utility, shall make any connections with or alterations to or tamper with any of the Utility's waterworks, including any water meter and associated readout equipment belonging to the Utility, nor turn on or off any valve or curb stop of the Utility, without prior authorization by the Utility in writing. Any person who is found tampering with the utility's works may upon receiving written notice have their water service terminated until such time as the works are restored to the utility's satisfaction.

#### 11. Minimum Size of Services

The minimum size of pipe used to serve any one premises shall be 3/4" (19mm) nominal diameter. The type and diameter of pipe used on the customer's premises should be selected with due consideration of pressure losses from friction.

#### 12. Minimum Earth Cover Over Services

All services on the customer's premises shall be buried below the maximum depth of frost penetration but in any event at a minimum depth of 7 (seven) feet below the surface of the ground.

#### 13. Ownership of Service

All water service pipes and fittings carrying water from the main to the customer's property line shall be the property of the Utility.

#### 14. Stop Cock

The customer shall provide a shut-off valve (stop cock) inside each of the customer's buildings in which water is used, for the use of the customer in case of leaky or defective pipes or fixtures, or in case the premises is vacated.

#### 15. Customer's Service Pipes

Service connection materials installed on the customer's premises shall be rated by the manufacturer to sustain a minimum working pressure of 160 psi (1100 kilopascals). No service pipe or fitting shall be covered until they have been inspected and approved by the Utility.

#### 16. Dangerous Cross-Connections

The customer shall not permit the plumbing on their premises to be connected to any source of water supply other than the Utility's, or to any potential source of contamination, without first obtaining the Utility's permission in writing. Any back-flow prevention devices deemed necessary by the Utility to prevent the entry of contaminants shall be installed at the customer's expense.

#### 17. Condition of Customer's Pipes and Fixtures

All customers at their own risk and expense shall keep their pipes, stop cocks and other fixtures in good working order and shall protect them from frost and other damage. The Utility shall, within a reasonable time notify the customer of any leaky pipes and fixtures that are evident on the premises. If the necessary repairs are not made within two (2) working days after such notice has been given, or when the condition of the pipes or fixtures is such as to cause damage to property or material waste of water or damage to property, then without further notice the Utility may shut off the water supply. The water shall not be turned on again until such repairs have been made to the satisfaction of the Utility, and the charges paid as provided by clauses 1 and 4(c) of this tariff. No person whose water supply is shut off pursuant to this section shall have any claim against the Utility for discontinuance of supply.

#### 18. Notice of Service Shut-off

The Utility shall have the right at all times to shut off the water supply temporarily to any premises in order to make repairs, replacements, alterations and extensions to the Utility's waterworks as shall, in the opinion of the Utility, be deemed necessary. Whenever possible the Utility will give reasonable advance notice of shut-off, and, in all cases where the Utility expects service to be interrupted for 24 hours or more, the Utility shall give advance notice to its customers.

## 19. Application for Extension of Service

For lots not authorized for service, all applications for extension of water service shall be made in writing, by the owner or lessee of the premises to which the application refers, or by the owner's duly authorized agent. All applications for service shall state:

- (a) the purpose(s) for which the service is to be used (i.e. domestic, commercial, irrigation, etc.);
- (b) the legal description of the property;
- (c) the number and location of the premises to be served.

Charges for extension of service are intended to recover the Utility's costs. For each application, an initial deposit of \$200 is required to be paid at the time of application. Additional costs incurred by the Utility for legal, engineering and other fees, including Utility staff time, will be payable by the applicant and may require further deposits prior to undertaking certain aspects of the application process.

Each application for extension of service requires an amendment to the Utility's Certificate of Public Convenience & Necessity (CPCN) to include the lot(s) within its authorized service area. In response to each application, the Utility will detail the terms and conditions of service including all rates and charges applicable. Prior to the issuance of an amended CPCN, confirmation is required that either a deposit into the Utility's Deferred Capacity Trust Fund under Schedule B of this tariff has been made or that additional works have been constructed and contributed to the Utility by the applicant as required by the Comptroller of Water Rights.

Once the amended CPCN is issued, and while the lot(s) are not receiving service, availability of service charges under Schedule G of this tariff will be applicable.

Additional applications shall be made for all extensions of service to additional premises and for additional purposes.

## 20. Water Main Extensions

### General Provisions

- 20.1 Any waterworks installed pursuant to an application for extension of service shall be the sole property of the Utility
- 20.2 The size, type, quality of materials, and their location will be specified by the Utility and the actual construction will be done by the Utility or by a construction agency acceptable to it.

- 20.3 In arriving at the length of the main extension necessary to render service to any point, the distance from such point to the nearest distribution main shall be considered along lines of proper construction and common practice in the location of public waterworks, due consideration being given to the general layout of the Utility's system. The length of the extension shall be measured along the lines of proper construction from the nearest distribution main to the middle of the furthest property to be served.
- 20.4 The Utility will not be required to make extensions where road grades have not been brought to those established by public authority.
- 20.5 Where an extension must comply with a law, statute, bylaw, ordinance, regulation, specification or order of a public authority, the estimated cost of the extension shall be based upon the waterworks required to comply therewith.

#### Method of Allocating Advances and Refunds

- 20.6 Advances by original applicants:  
When more than one applicant is involved and an advance is required in payment for a main extension the amount of the advance shall be divided equally or as otherwise agreed among the applicants are made known to the Utility.
- 20.7 Advances by subsequent customers:  
An extension charge equal to a pro-rata share of the original cost of the main extension shall be collected by the Utility from each additional customer who connects to the original main extension within five years. The extension charge collected above shall be refunded equally or as otherwise agreed to the customers who already have advances deposited with the Utility as a result of connection to the extension, so that in the result all subscribers will have paid their pro-rata share or as otherwise agreed by them and made known to the Utility.
- 20.8 Advances which may be required from applicants in payment for extensions will be held by the Utility without interest. Refunds will be made in accordance with these rules and no *person* will have refunded to them an amount in excess of the amount of their advance. Refunds will be paid to the current registered owners of the properties on account of which the deposits were received. Any amount not used by the Utility for construction of the extension and not refunded at the end of five years from the date the advance was received by the Utility from the original applicant or applicants will be retained by the Utility and transferred to the "Deferred Capacity Trust Fund" account. Thereafter additional customers will be connected without being required to pay the extension charge.

## 21. Winter Construction

The Utility reserves the right to refuse to make extensions and install service pipe to a customer's property line under frost conditions in the winter months that would make the undertaking impractical or in the Utility's opinion, excessively costly.

## 22 Amendments to Tariff

The rates and charges recorded in this tariff are the only lawful, enforceable and collectable rates and charges of the Utility, and shall not be amended without the consent of the Comptroller. The Comptroller, on his own motion, or on complaint of the Utility or other interested persons that the existing rates in effect and collected or any rates charged or attempted to be charged for service by the Utility are unjust, unreasonable, insufficient, unduly discriminatory or in contravention of the Water Utility Act, regulations or law, may, after investigation, determine the just, reasonable and sufficient rates to be observed and in force, and shall, by order, fix the rates.

The Utility may submit to the Comptroller, by letter of application together with full supporting documentation, proposed amendments to rates and charges, and other terms and conditions of service. After initial review of the application, the Comptroller may require the Utility to give an acceptable form of notice of the application to its customers and other interested persons. The notice will state a specific time period within which any interested persons may submit objections to the application to the Comptroller. After investigation of the application and any objections thereto, the Comptroller will decide the matter and notify all interested persons of his decision.

## 23 Liability

The Utility shall not be liable for any claims, losses, costs, damages or expenses incurred by the Customer or any other person arising out of the performance by the Utility of the Service, including without limitation any failure to perform the Service except to the extent that such claims, losses, costs, damages or expenses are caused by the negligent or willful misconduct of the Utility or its employees. In cases of negligent or willful misconduct on the part of the Utility or its employees, liability will be limited to direct physical damage and shall not include inconvenience, mental anguish, loss of profits, loss of earnings, or any other financial loss arising out of or in any way connected to the failure by the Utility to perform the Service.

## 24 Responsibility of Customer

The Customer shall be responsible and shall pay for any damage to property owned by the Utility and located on the Customer Premises when such damage is caused by the Customer or anyone permitted by the Customer to be on the Customer Premises.

## 25 Disputes

In case of disagreement or dispute regarding the application of any provision of these terms and conditions, or in circumstances where the application of the terms and conditions appears impracticable or unjust to either party, the Utility, or the applicant or applicants, may refer the matter to the Comptroller for adjudication.

**Schedule "A" - Water Service Connection**

The charges shown below apply to connections to a main (see page 2, section 1(a)).

The connection charge recovers the cost incurred by the Utility, and not otherwise recovered, of a meter with accompanying fittings, pressure regulating device and backflow prevention device. Cost herein includes any administrative overhead incurred.

(a)	Residential Connection Charge	\$225.00
(b)	Commercial Connection Charge	at cost

**Schedule “B” - Contribution in Aid of Future Construction**

Where as a result of premises becoming qualified as authorized premises a greater number of units require or may require service from the utility, thus utilizing waterworks capacity presently or in the future, then, upon application for an extension of service, in addition to the connection charge and any main extension costs, the charge shown below shall be paid.

For each domestic service premises qualifying as authorized premises	\$1,300 per bed unit
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Note: A bed unit is defined in the Definitions section.



## Schedule "C" - Residential Rates

**Applicability:** To residential customers receiving domestic service, including single family dwellings, condominiums, duplexes and single family townhouses.

As of January 1, 2019:

- |                          |                                      |
|--------------------------|--------------------------------------|
| 1. A <b>Fixed Charge</b> | <b>\$3.09</b> per bed unit per month |
| 2. A <b>Metered Rate</b> | <b>\$1.88</b> per cubic meter        |
| 3. <b>Rider 1</b>        | <b>\$2.43</b> per cubic meter        |

### Notes

- 1) Rates are billed monthly (Page 2, Section 2).
- 2) **Rider 1:** Consumption Deferral Account – Applicable for the calendar year ending December 31, 2019. For the calendar year from January 1, 2020 to December 31, 2020 Rider 1 will be \$2.38 per cubic meter.

## Schedule “D” - Commercial Rates

**Applicability:** To all commercial customers receiving service.

As of January 1, 2019:

- |                          |                                      |
|--------------------------|--------------------------------------|
| 1. A <b>Fixed Charge</b> | <b>\$3.43</b> per bed unit per month |
| 2. A <b>Metered Rate</b> | <b>\$1.97</b> per cubic meter        |
| 3. <b>Rider 1</b>        | <b>\$2.43</b> per cubic meter        |

### Notes

- 1) Rates are billed monthly (Page 2, Section 2).
- 2) **Rider 1:** Consumption Deferral Account – Applicable for the calendar year ending December 31, 2019. For the calendar year from January 1, 2020 to December 31, 2020 Rider 1 will be \$2.38 per cubic meter.

**Schedule “E” - Fire Hydrant & Standpipe Rates  
Per Fire Protection Agreement**

**Applicability:** Within that portion of the utility’s authorized service area in the RDEK fire protection district or other recognized local fire protection authority.

<b>Rates:</b>	Hydrants	included in rates
	Standpipes/Blow-Offs	included in rates

**Schedule "F" - Availability of Service Charge as per  
Rent Charge Agreement(s)**

**Applicability:** To the owners all of lots that have a Rent Charge Agreement registered on title.

As of March 1, 2010

1. A fixed **Rent Charge** **\$ 45** per bed unit per annum