



City of Richmond

Report to Committee

To: General Purposes Committee

Date: August 30, 2019

From: Peter Russell, MCIP RPP
Director, Sustainability and District Energy

File: 10-6600-10-02/2019-
Vol 01

Re: 2020 District Energy Utility Rates and Bylaw Housekeeping Amendments

Staff Recommendation

1. That the Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 10085 be introduced and given first, second and third readings; and
2. That the Oval Village District Energy Utility Bylaw No. 9134, Amendment Bylaw No.10086 be introduced and given first, second and third readings; and
3. That the City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No.10087 be introduced and given first, second and third readings.

Peter Russell, MCIP RPP
Director, Sustainability and District Energy
(604-276-4130)

Att. 8

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Finance Department Law	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
REVIEWED BY SMT	INITIALS:	APPROVED BY CAO

Staff Report

Origin

The purpose of this report is to recommend 2020 Alexandra District Energy Utility (ADEU), Oval Village District Energy Utility (OVDEU), and City Centre District Energy Utility (CCDEU) district energy utility rates. This report also proposes some housekeeping amendments to the ADEU and OVDEU Bylaws to ensure consistency across all DEU service area Bylaws. See Attachment 1 for a brief overview of the DEU service areas.

This report supports Council's Strategic Plan 2018-2022 Strategy #2: A Sustainable and Environmentally Conscious City:

Environmentally conscious decision-making that demonstrates leadership in implementing innovative, sustainable practices and supports the City's unique biodiversity and island ecology.

2.1 Continued leadership in addressing climate change and promoting circular economic principles.

2.2 Policies and practices that support Richmond's sustainability goals.

This report supports Council's Strategic Plan 2018-2022 Strategy #5 Sound Financial Management:

Accountable, transparent, and responsible financial management that supports the needs of the community into the future.

5.1 Maintain a strong and robust financial position.

Analysis

LIEC is a service provider appointed by Council to deliver energy services to its customers on behalf of the City. City Council is the regulator and thus sets customer rates for the ADEU, OVDEU and CCDEU service areas. In accordance with this structure, LIEC staff have assessed the following factors when developing the 2020 rate recommendation:

- **Financially self-sustainable:** The three service areas were established on the basis that all capital and operating costs would be recovered through revenues from user fees. The financial models for all three service areas have built in a rate increase of 4.0% annually to recover the capital, financing, operations, sales, general and administration costs to ensure the financial viability of the systems. The rate increase was based on the historical increase of conventional utility rates; this is consistent with the 4.0% average rate increase observed since the beginning of the DEU operations.

- Concession Agreement between LIEC and Corix:** LIEC executed a concession agreement with Corix Utilities to design, construct, finance, operate and maintain the OVDEU. Under the agreement Corix recovers all capital and operating costs, as well as their return on investment. Corix's expenses are reviewed by LIEC in accordance with prudent utility practice. All obligations under the Concession Agreement have been met. Under the annual rate review process, as required under the Concession Agreement, Corix has submitted to LIEC a request for a 4.0% rate increase for 2020, as projected in the approved long term financial model, in order to continue the provision of the same level of service.
- LIEC Cost Drivers:** Expenditures required to provide utility service include capital, operations, utilities, financing and administration costs. These costs are susceptible to non-discretionary increases due to material and equipment costs increases, rises in electricity and natural gas rates and general inflation. These costs are projected to increase in line with the requested 4.0% rate increase in 2020.
- Competitive Rate:** The rate should provide end users with annual energy costs that are competitive to conventional system energy costs, based on the same level of service. For a residential customer, BC Hydro's rates are expected to increase in 2020. While natural gas commodity costs are expected to have a marginal increase in the Lower Mainland, Fortis BC customers will see increase in their rates in 2020 due to an increase in delivery charges and the escalation of the Provincial carbon tax. It is estimated that customers using energy from a conventional utility system in a Business as Usual (BAU) scenario would see a blended rate increase of around 2.5% in 2020¹, while the eight-year average blended BAU rate increase is estimated to be at 4.0% (see Table 1 below). LIEC customer rates have been increasing at or below the same pace as those of conventional utilities.

Table 1: Annual Percent Increase and 8-Year Average Comparison of Business as Usual (BAU) Rates

	2013	2014	2015	2016	2017	2018	2019	2020	8 Year Avg.
DEU Rate	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Blended BAU Rate	2.3%	6.5%	3.3%	4.5%	7.1%	2.4%	3.3%	2.5%	4.0%

Recommended Customer Rates

The DEU customer rates are inclusive of all capital, utility and operating costs required to provide energy services to the connected customers. The rates include replacement costs for the energy generation and distribution equipment; costs that would be borne by the customer if they weren't connected to a DEU system.

¹ The 2.5% blended increase for 2020 is based on an estimated 2.0% increase of electricity cost and a 3.1% increase in natural gas cost assuming that all energy was provided for heating. Non-fuel BAU costs are assumed to be 25% of total costs and that they increase by the CPI (2.0%).

LIEC utilities are still early in their operational life. The development of City Centre neighbourhoods is still in progress and the systems are continuously expanding. The utility (electricity and natural gas), operational, and maintenance costs are still largely based on the projections of the financial model. The initial capital investments required to start up the systems were significant and future infrastructure investment are still needed to be made in order to connect more customers and ensure future repayments and long term viability.

Taking into consideration the above factors, a 4.0% rate increase is recommended for the ADEU, OVDEU, and CCDEU services for 2020. The proposed rate increase follows the principle of full cost recovery. All capital, financing, operations, sales, general and administration costs, plus a marginal level of compensation for the risks and liabilities associated with the ownership and operation of the utilities (estimated at 2-5% in next 5 years), are recovered through revenues from user fees and the service fee², making LIEC a financially self-sustaining utility. The recommended rate increase also ensures the revenue necessary to recover these costs and obligations under the Concession Agreement with Corix. The proposed rate increase also follows LIEC financial models' rate increases. Not following these calculated rate increases could have a negative impact on the utility's financial performance by deferring payback, thus increasing the capital repayment deferral account balance and/or under-recovery of LIEC's operating expenses.

LIEC's Board of Directors has reviewed and approved the recommended 2019 LIEC rates for services. Attachments 6, 7 and 8 summarize the proposed 2020 rate for service for the ADEU, OVDEU and CCDEU service areas.

The recommended rate outlined in the proposed Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 10085, the proposed Oval Village District Energy Utility Bylaw No. 9134, Amendment Bylaw No. 10086, and the proposed City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 10087 represents full cost recovery for the delivery of energy within the LIEC service areas.

Housekeeping Amendments

Housekeeping amendments are being proposed in the Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 10085, and Oval Village District Energy Utility Bylaw No. 9134, Amendment Bylaw No. 10086. The purpose of these amendments is to make the ADEU and OVDEU Bylaw definitions and structure more consistent with the more recently developed City Centre District Energy Utility Bylaw No. 9895, and to give developers more clarity on how service connection fees are calculated. These amendments will ensure consistency across all three Service area Bylaws.

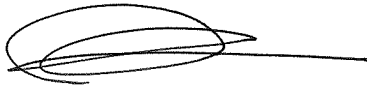
Financial Impact

None.

² The service fee is for LIEC's services of advancing district energy opportunities in the City, which results in the numerous benefits to the local community. With or without LIEC, the City would need to fund these costs in order to successfully implement district energy initiatives for the City.

Conclusion

The recommended 4.0% increase for the 2020 LIEC service rates supports Council's objective to keep the annual energy costs for LIEC customers competitive with conventional energy costs, based on the same level of service. This rate increase also ensures sufficient revenues to offset the capital investment and operating costs. Staff will continuously monitor energy costs and review the rate to ensure fairness for consumers and cost recovery for LIEC.



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- Att.1: District Energy In Richmond
- Att.2: Alexandra Neighbourhood and ADEU Service Area Informational Map
- Att.3: Green House Gas Emissions Reduction Graph
- Att.4: Oval Village Neighbourhood and OVDEU Service Area Informational Map
- Att.5: City Centre Area and CCDEU Service Area Informational Map
- Att.6: ADEU Proposed 2020 Rates for Services
- Att.7: OVDEU Proposed 2020 Rates for Services
- Att.8: CCDEU Proposed 2020 Rates for Services

Attachment 1 – District Energy in Richmond

Richmond’s 2041 Official Community Plan (OCP) establishes a target to reduce greenhouse gas (GHG) emissions 33 per cent below 2007 levels by 2020 and 80 per cent by 2050. The OCP also aims to reduce energy use 10 per cent below 2007 levels by 2020. The City identified district energy utilities (DEUs) as a leading strategy to achieve City’s GHG reduction goals.

The City incorporated Lulu Island Energy Company Ltd. (LIEC) in 2013 for the purposes of carrying out the City’s district energy initiatives. LIEC owns and operates the Alexandra District Energy (ADEU) and Oval Village District Energy (OVDEU) Utilities and advances new district energy opportunities. Table 1 below provides a summary of the developments connected under the DEU service areas to-date.

Table 1 – District Energy Utility Service Areas

	Buildings To-Date	Residential Units To-Date	Floor Area	
			To-Date	Build-out
Alexandra District Energy Utility	10	1,736	1.9M ft ²	4.4M ft ²
Oval Village District Energy Utility	9	1,990	2.2M ft ²	6.4M ft ²
City Centre District Energy Utility	8 ⁽¹⁾	3,239 ⁽¹⁾	4.5Mft ² ⁽¹⁾	48M ft ²
DEU-Ready Developments ⁽²⁾	17	4,524	5.3M ft ²	N/A
Total Connected Floor Area			4.1M ft²⁽³⁾	58.8M ft²

(1) Commitments secured from upcoming developments in the City Centre; first connection expected in 2021.

(2) DEU-Ready developments are designed to connect to the City Centre district energy system at a future point.

(3) The “To-Date Connected Floor Area” figure corresponds to constructed developments currently served by a DEU.

Alexandra District Energy Utility (ADEU)

ADEU provides heating and cooling services to seven residential buildings in the ADEU service area, the large commercial development at “Central at Garden City”, the Richmond Jamatkhana temple and Fire Hall No. 3, comprising over 1,735 residential units and over 1.9 million square feet of floor area. While some electricity is consumed for pumping and equipment operations, almost 100% of this energy is currently produced locally from the geo-exchange fields in the greenway corridor and West Cambie Park, and highly efficient air source heat pumps.

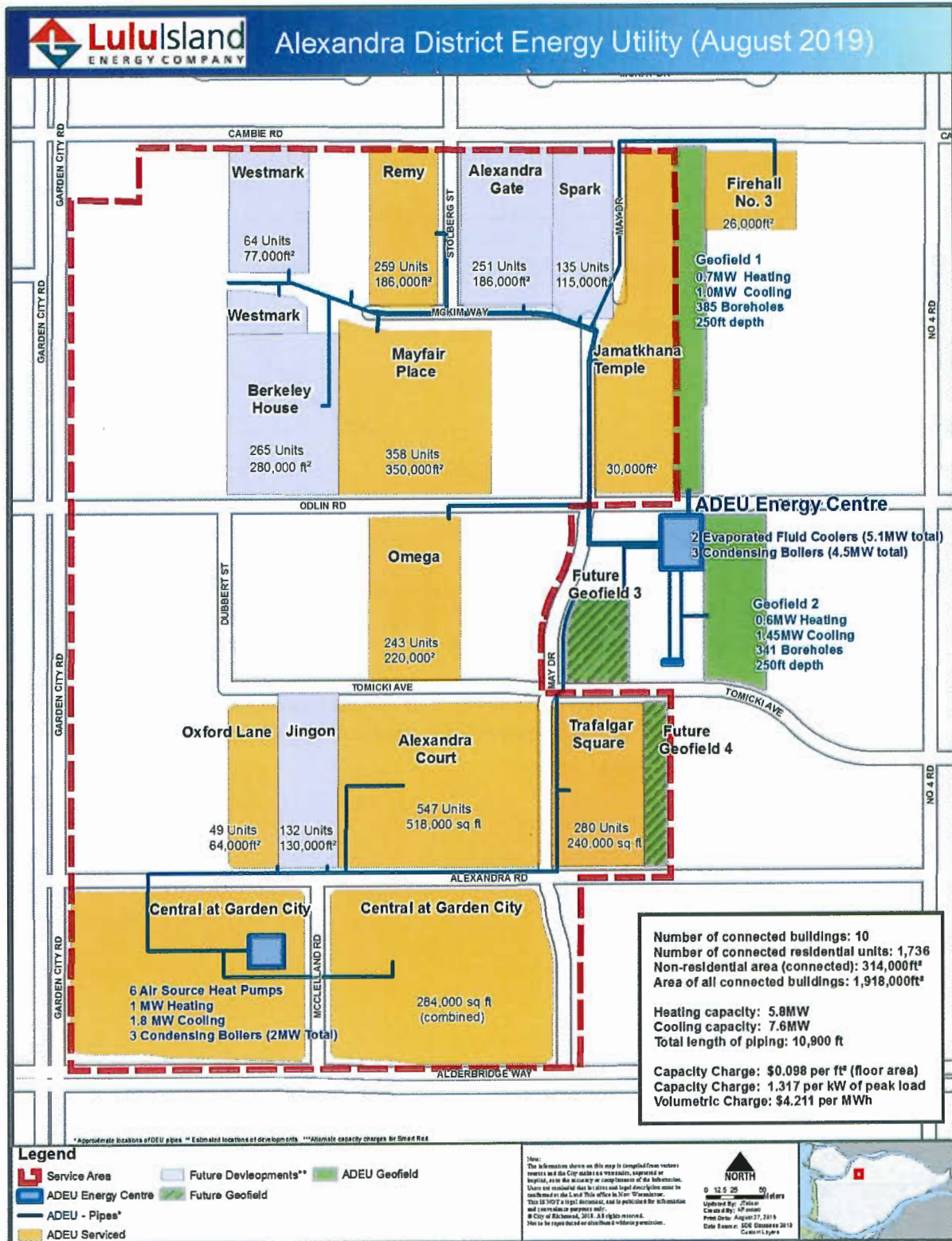
Oval Village District Energy Utility (OVDEU)

OVDEU services eight buildings in the OVDEU service area, containing over 1,700 residential units. Energy is currently supplied from the two interim energy centres with natural gas boilers which combined provide 11 MW of heating capacity. When enough buildings are connected to the system, a permanent energy centre will be built which will produce low-carbon energy. OVDEU is planned to harness energy from the Gilbert Trunk sanitary force main sewer through the implementation of the permanent energy centre in 2025.

City Centre District Energy Utility (CCDEU)

Eight developments, comprising approximately 4.5 million square feet of residential, commercial, and hotel uses, have committed to construct and transfer low carbon energy plants to the City or LIEC at no cost to the City or LIEC. LIEC will operate and maintain these energy plants and provide heating and cooling services to these developments.

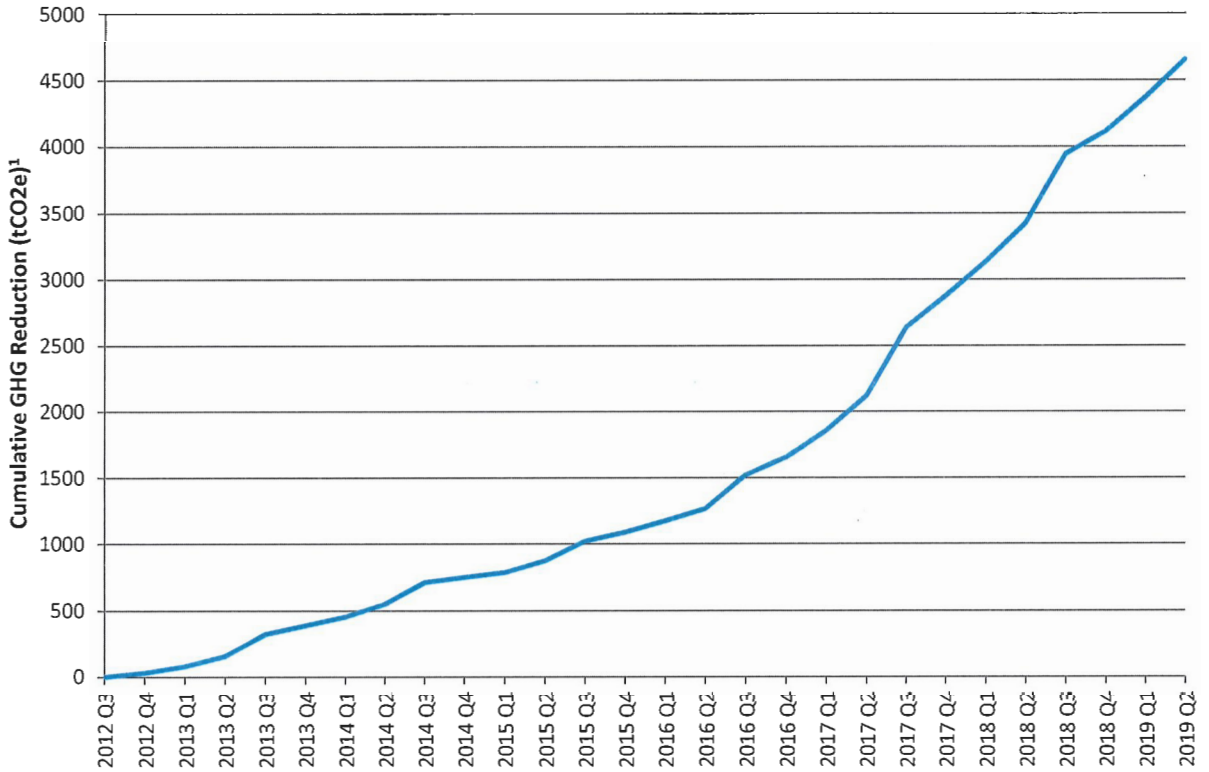
Attachment 2 – Alexandra Neighbourhood and ADEU Service Area Informational Map



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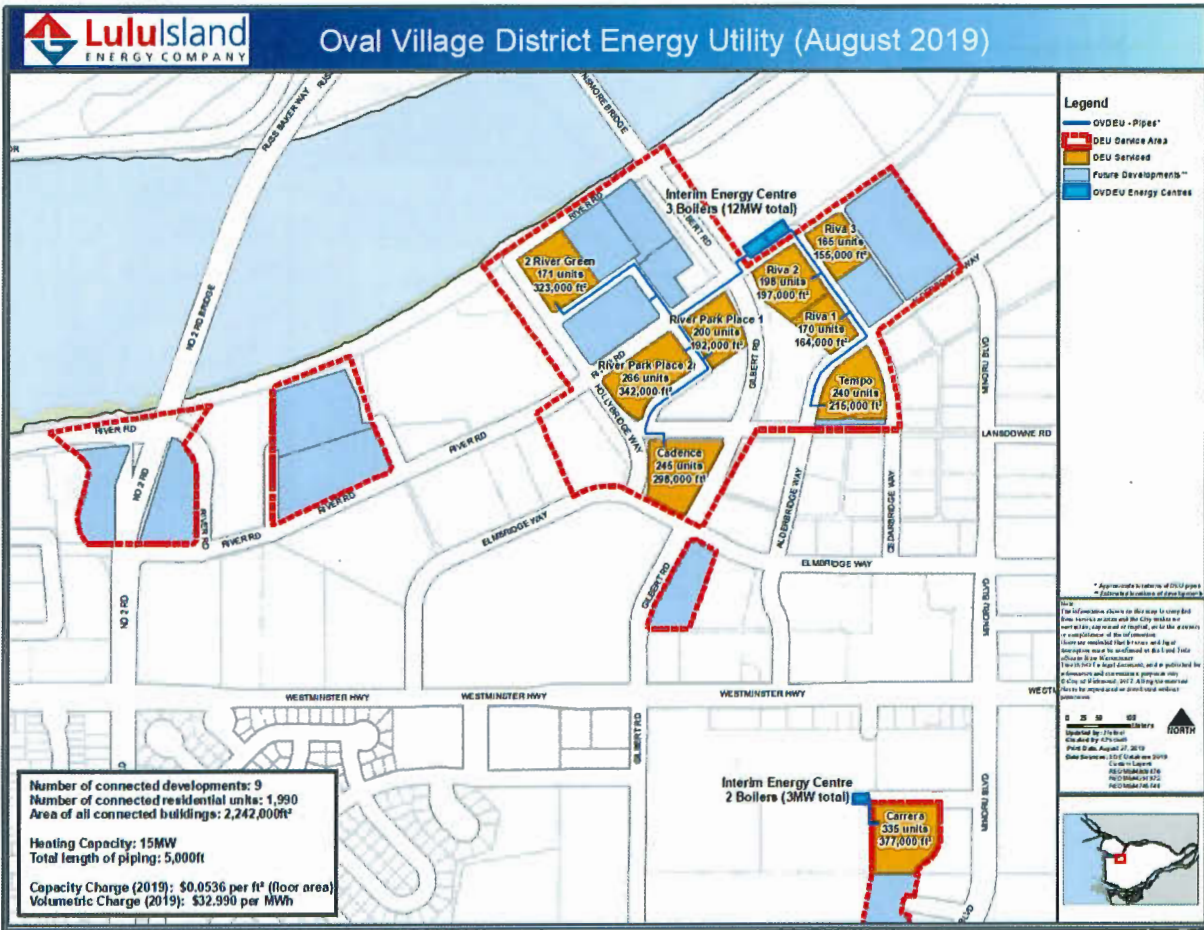
Attachment 3 – ADEU Green House Gas (GHG) Emission Informational Graph

ADEU Cumulative GHG Emissions Reductions

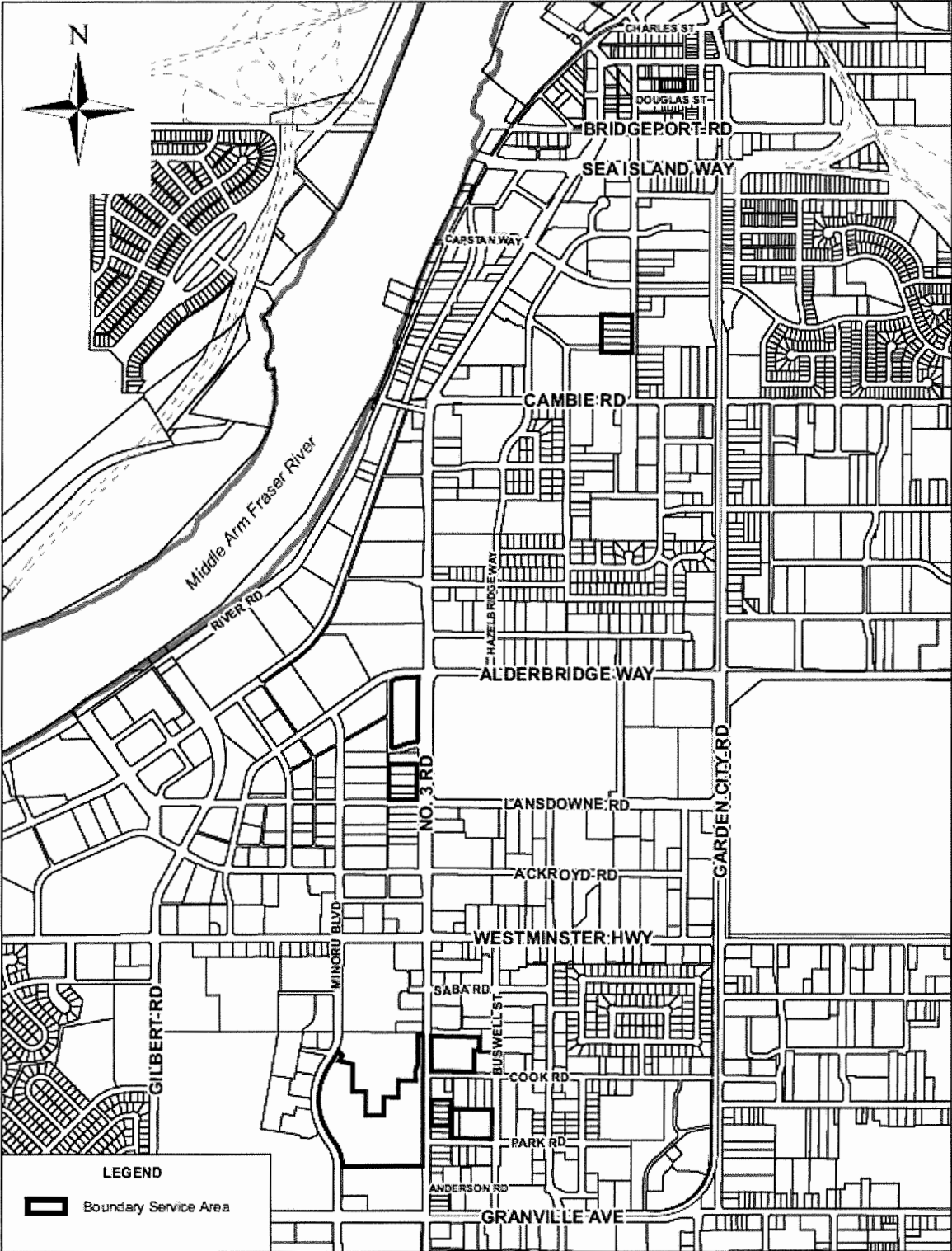


¹ Assumed that all energy was provided for heating. The business-as-usual (BAU) assumed that 40% of the building heating load would be provided from electricity and the remaining 60% would be from gas make-up air units.

Attachment 4 – Oval Village Neighbourhood and OVDEU Service Area Informational Map



Attachment 5 – City Centre Area and CCDEU Service Area Informational Map



Attachment 6 – ADEU Proposed 2020 Rates for Services

Table 1: Proposed Rates for Services, excluding Area A

ADEU		
	2019	2020
Capacity Charge One: Monthly charge per square foot of the building gross floor area	\$0.098	\$0.102
Capacity Charge Two: Monthly charge per kilowatt of the annual peak heating load supplied by DEU	\$1.317	\$1.370
Volumetric Charge: Charge per megawatt hour of energy consumed by the building	\$4.211	\$4.379

Table 2: Proposed Rates for Services, Area A

Area A		
	2019	2020
Volumetric Charge: Charge per megawatt hour of energy consumed	\$75.28	\$78.29

Attachment 7 – OVDEU Proposed 2020 Rates for Services

	OVDEU	
	2019	2020
Capacity Charge One: Monthly charge per square foot of the building gross floor area	\$0.0536	\$0.0557
Volumetric Charge: Charge per megawatt hour of energy consumed by the building	\$32.990	\$34.310
Excess Demand Fee - for each watt per square foot of the aggregate of the estimated peak heat energy demand that exceeds 6 W/ft ²	\$0.156	\$0.162

Attachment 8 – CCDEU Proposed 2020 Rates for Services

CCDEU		
	2019	2020
Capacity Charge One: Monthly charge per square foot of the building gross floor area	\$0.1090	\$0.1134
Volumetric Charge: Charge per megawatt hour of energy consumed by the building	\$0.000	\$0.000
Excess Demand Fee - for each watt per square foot of the aggregate of the estimated peak heat energy demand that exceeds 6 W/ft ²	\$0.140	\$0.146



**Alexandra District Energy Utility Bylaw No. 8641
Amendment Bylaw No. 10085**

The Council of the City of Richmond enacts as follows:

1. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at the second recital by deleting the words “space and water heating and cooling” and replacing them with the words “space heating and cooling and domestic hot water heating”.
2. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting the words “building mechanical system” wherever they appear in the Bylaw and replacing them with the words “Building Mechanical System”.
3. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 1.2 (Definitions), by:
 - a) inserting the word “heating” after the words “domestic hot water” in the definition of “Building Mechanical System”;
 - b) inserting the words “from time to time” after the word “Council” in the definition of “City Engineer”;
 - c) deleting the definition of “City Solicitor” and replacing it with the following:

“**City Solicitor**” means the individual appointed by Council from time to time to be the City Solicitor of the Law Division of the City, or his or her designate;”
 - d) deleting the words “Site(s) and/or” from the definition of “Designated Property”;
 - e) inserting the words “by Council from time to time” after the words “so appointed” in the definition of “Director, Building Approvals”;
 - f) deleting the words “including ventilation systems and electrical pumps” in the definition of “Heat Exchanger”;
 - g) deleting the words “, including Heat Exchangers,” in the definition of “Meter Set”;
 - h) deleting the words “a Meter Set” and replacing them with the words “an Energy Transfer Station” in the definition of “Services”;

- i) deleting the words “providing a Service Connection” in the definition of “Services” and replacing them with the words “providing, supplying and installing Service Connections, Energy Transfer Stations and/or any components thereof”;
 - j) deleting the words “the City or such other Person” in the definition of “Service Provider” and replacing them with the words “such Person or Persons”; and
 - k) inserting the word “the” before the words “Strata Property Act” in the definition of “Strata Lot”.
4. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 1.2 (Definitions), by inserting the following definitions in alphabetical order as new subsections, and renumbering the remaining subsections in Section 1.2:
- “**Energy Transfer Station**” means, collectively, a Heat Exchanger and Meter Set and all related pipes, fittings and other equipment which control the transfer, and measure of Energy from the Distribution System to a Building Mechanical System;”
- “**ETS and Service Connection Installation Fee**” means the fee payable to the Service Provider under this Bylaw as specified in Schedule B (Fees);”.
5. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 1.2 (Definitions), by deleting the definition of “Site” and renumbering the remaining subsections in Section 1.2.
6. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 2.1 (Authorization of DEU) by deleting the words “the heating and cooling of space and water” and replacing them with the words “space heating and cooling and domestic hot water heating”.
7. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 2.2 (Ownership of DEU) by:
- a) deleting the words “vested in the City or its successors and assigns” and replacing them with the words “vested in the City or the Service Provider, or their respective successors and assigns”; and
 - b) deleting the words “Meter Sets and Heat Exchangers” and replacing them with the words “and Energy Transfer Stations”.
8. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 3.1 (Mandatory Use of DEU) by:
- a) deleting the words “Site or” before the words “new building or buildings proposed for construction”; and
 - b) inserting the word “heating” after the words “domestic hot water”.

9. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 3.2 (Permissive Use of DEU) by deleting the words “property located outside the Service Area” and replacing them with the words “an existing building located either inside the Service Area or located outside the Service Area”.
10. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 3.3 (Exemption from Mandatory Use of DEU for all buildings on Site) by:
 - a) deleting the word “Site” everywhere it appears in this Section and replacing it with the words “parcel of real property”; and
 - b) inserting the word “heating” after the words “domestic hot water”.
11. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by inserting the following after Section 3.3 as a new Section 3.4:

“3.4 Operation

The City may operate the DEU and provide the Services directly, or through one or more other Service Providers.”.

12. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 5.2(a) by deleting the word “either”.
13. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting PART 6 (CONNECTING FOR SERVICES) in its entirety and replacing it with the following:

“PART 6: SERVICE CONNECTIONS AND ENERGY TRANSFER STATIONS

6.1 Service Connection and Energy Transfer Station

In order to provide the Services and bill a Customer for Energy delivered, the Service Provider will, subject to Section 6.3 (Supply and Installation of Service Connection and Energy Transfer Station by Customer) and Section 6.6 (Additional Service Connections, Energy Transfer Stations) below, serve each Designated Property with one Service Connection and one Energy Transfer Station. The technical specifications of all Service Connections and Energy Transfer Stations and the components thereof will be determined by the Service Provider.

6.2 Supply Installation of Energy Transfer Station and Service Connection by Service Provider

The Service Provider will:

- (a) together with the Director, Building Approvals, designate the location of the Energy Transfer Station and Service Connection on the Designated Property and determine the amount of space that must be left unobstructed around them to ensure sufficient and safe access thereto; and

- (b) upon payment of the applicable ETS and Service Connection Installation Fee set out in Schedule B (Fees) to this Bylaw:
 - (i) provide, supply and install the Energy Transfer Station; and
 - (ii) provide, supply and install the Service Connection from the DEU to the Delivery Point on the Designated Property using the route which is the most suitable to the Service Provider.

6.3 Supply and Installation of Service Connection and Energy Transfer Station by Customer

An Owner or Customer may make an application to the Service Provider requesting prior written approval for the Owner or Customer, at its sole cost and expense, to:

- (a) provide, supply and install the Energy Transfer Station, or any component thereof; and/or
- (b) provide, supply and install the Service Connection from the DEU to the Delivery Point on the Designated Property using the route which is the most suitable to the Service Provider,

and the Service Provider, may, in its sole discretion:

- (c) approve such application subject to the Service Provider being satisfied with the design, materials, equipment, location and installation of the Service Connection and Energy Transfer Station, and each component thereof; and
- (d) waive or reduce payment of the applicable ETS and Service Connection Installation Fee set out in Schedule B (Fees) to this Bylaw.

6.4 Transfer of Service Connections and Energy Transfer Stations Supplied and Installed by Owner

The Owner or Customer will, upon request of the Service Provider or the City, at any time and from time to time, execute, acknowledge and deliver, or will cause be done, executed, acknowledged and delivered, all such further acts, bills of sale, assignments, transfers, conveyances, powers of attorney and assurances as may be required by the Service Provider or the City to evidence the transfer of legal and beneficial ownership of any Service Connections, Energy Transfer Stations, or any components thereof, procured, supplied or installed by the Owner or Customer, to the Service Provider or the City, in such form as requested by the Service Provider or the City. Without limiting the generality of the foregoing, in such bills of sale, assignments, transfers, conveyances, powers of attorney and assurances, the Service Provider or City may require the Owner or Customer to provide indemnities, security, representations and/or warranties in favour of the Service Provider or the City with respect to the title, condition, design and ongoing operation of any Service Connections, Energy Transfer Stations, or any components thereof.

6.5 Customer Requested Routing

If a Customer requests:

- (a) that its piping or Service Connection enter the Designated Property at a different point of entry or follow a different route from the point or route designated by the Service Provider; and/or
- (b) that the Energy Transfer Station, or any component thereof, be installed at a different location from the location designated by the Service Provider,

then, provided that:

- (c) the Customer pays the Service Provider in advance for all additional costs as determined by the Service Provider to install the Service Connection and Energy Transfer Station, or any component thereof, in accordance with the Customer's request; and
- (d) the Service Provider is satisfied that approving the Customer's request will not have an adverse effect on the operations of the DEU or create any other undesirable consequences, including but not limited to public health and safety concerns,

the Service Provider may accept the request. If the request is accepted, the Service Provider may either approve the requested routing or entry point or installation locations as originally requested or may, with the Customer's agreement, modify the requested routing or entry point or installation locations.

6.6 Additional Service Connections, Energy Transfer Stations

A Customer may apply to the Service Provider for one or more additional Service Connections at a Designated Property, which additional Service Connection(s) together with the related Energy Transfer Station(s) may be provided at the sole discretion of the Service Provider. If the Service Provider agrees to install an additional Service Connection and Energy Transfer Station, the Service Provider may charge the Customer additional ETS and Service Connection Installation Fees for the provision, supply, delivery and installation of the additional Service Connection and/or related Energy Transfer Station. The Service Provider may bill each additional Service Connection from a separate meter and account.

6.7 Site Preparation

Customers will be responsible for all necessary site preparation including but not limited to clearing building materials, construction waste, equipment, soil and gravel piles over the proposed service line route, to standards established by the Service Provider. The Service Provider may recover from Customers any additional costs associated with delays or site visits necessitated by inadequate or substandard site preparation.

6.8 Customer Requested Alterations

A Customer may apply to the Service Provider to remove, relocate or alter a Service Connection and/or an Energy Transfer Station, any component thereof, or related equipment

servicing a Designated Property, which removal, relocation or alteration may be provided at the sole discretion of the Service Provider. If the Service Provider agrees to remove, relocate, or alter a Service Connection and/or Energy Transfer Station, any component thereof, or related equipment, then in addition to the provisions of section 11.4 (Basis of Fees):

- (a) the Service Provider will give the Customer an estimate of the cost; and
- (b) if any of the changes to the Service Connection and/or Energy Transfer Station, any component thereof, or related equipment require the Service Provider to incur ongoing incremental operating and maintenance costs, the Service Provider may recover these costs from the Customer through the billing process established by this Bylaw.

6.9 Easement, Statutory Right of Way and Section 219 Covenant

- (a) An Owner of a Designated Property that is to receive Services under this Bylaw must sign and deliver to the Service Provider a section 219 covenant and statutory right of way to be registered against title to the Designated Property in favour of the City, in the form or forms supplied by the City and/or the Service Provider, for the installation, operation, maintenance and related services on the Designated Property of all necessary facilities for supplying the Services to the Designated Property. Each such section 219 covenant and statutory right of way will have priority over any other financial encumbrances registered against title to the Designated Property; and
- (b) If one or more privately-owned intervening properties are located between the Designated Property and the DEU, then the Customer will be responsible for all costs of obtaining licenses, statutory rights of way, easements, leases or other agreements, the form and content of which shall be as determined in the sole discretion of the City, for non-exclusive access to, on, over and under such properties in favour of the City, for the purpose of performing installation, operation, maintenance and related services on each intervening property of all necessary facilities for supplying the Services to the Designated Property.

6.10 Maintenance by Service Provider

Subject to Section 6.11 of this bylaw, the Service Provider will maintain the Service Connection and Energy Transfer Station.

6.11 Maintenance by Customer

Each Customer and Owner of Designated Property must maintain and repair the mechanical systems in all buildings on their Designated Properties, to the Delivery Points, including:

- (a) keeping the Building Mechanical Systems free of foreign material so as to prevent fouling of the Heat Exchangers; and

- (b) treating all fluid in the Building Mechanical System sufficiently to prevent corrosion of the Heat Exchangers.

6.12 Service Calls

A Customer or Owner may apply to the Service Provider to temporarily interrupt service to a Designated Property by closing the appropriate valves or by such other means as the Service Provider may find appropriate, and all applicable fees as specified in Schedule B (Fees) shall apply.

6.13 Protection of Equipment

The Customer must take reasonable care of and protect all Service Connections, Energy Transfer Stations, all components thereof, and related equipment on the Customer's Designated Property. The Customer's responsibility for expense, risk and liability with respect to all Service Connections, Energy Transfer Stations and related equipment is set out in Section 18.4 (Responsibility for Equipment) below.

6.14 Damage

The Customer must advise the Service Provider immediately of any damage to the Service Connection, Energy Transfer Station, or any components thereof.

6.15 No Obstruction

A Customer must not construct or permit to be constructed any permanent structure which, in the sole opinion of the Service Provider, obstructs access to a Service Connection, Energy Transfer Station, or any components thereof.

6.16 No Unauthorized Changes

Subject to Section 6.3 (Supply and Installation of service Connection and Energy Transfer Station by Customer) above, no Service Connection, Energy Transfer Station or any component thereof or related equipment will be installed, connected, moved or disconnected except by the Service Provider's authorized employees, contractors or agents or by other Persons acting with the Service Provider's written permission.

6.17 Removal of Service Connection

If the supply of Services to a Customer's Designated Property is discontinued or terminated for any reason then, the Service Provider may, but is not required to, remove Service Connections and/or Energy Transfer Stations, any component thereof and related equipment from the Customer's Designated Property.”.

14. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting PART 7 (HEAT EXCHANGERS, METER SETS AND METERING) in its entirety and replacing it with the following:

“PART 7: METERING

7.1 Measurement

The quantity of Energy delivered to a Designated Property will be metered using apparatus approved by the Service Provider. The amount of Energy registered by the Meter Set during each billing period will be converted to megawatt hours and rounded to the nearest one-tenth of a megawatt hour.

7.2 Testing Meters

A Customer may apply to the Service Provider to test a Meter Set, and, upon payment of the application for meter test fee set out in Schedule B (Fees), the Service Provider will notify such Customer of the date and time the test is to occur, and the Customer is entitled to be present for the test. If the testing indicates that the Meter Set is inaccurate in its measurement by 10% or more, then:

- (a) the Customer is entitled to return of the meter testing fee paid pursuant to this Section;
- (b) the cost of removing, replacing and testing the Meter Set will be borne by the Service Provider subject to Section 19.4 (Responsibility for Equipment on Designated Property) of this bylaw; and
- (c) the Service Provider will estimate the resulting billing overpayment or shortfall, and settle with the Customer accordingly, provided any such settlement will not extend beyond 12 months before the month in which the test takes place.

7.3 Defective Meter Set

If a Meter Set ceases to register, then the Service Provider will estimate the volume of Energy delivered to the Customer according to the procedures set out in Section 13.7 (Incorrect Register) of this bylaw.”.

15. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 9.1 (Access to Designated Property) by deleting the words “its authorized employees, contractors and agents have the right of entry, at any reasonable time, onto a Customer’s Designated Property, for the purpose of reading, testing, repairing or removing Service Connections, Meter Sets, Heat Exchanger, and ancillary equipment,” and replacing them with the words “its authorized officers, employees, agents, servants, contractors and subcontractors have the right of entry, at any reasonable time and except in the case of emergency, upon reasonable notice, onto a Customer’s Designated Property, for the purpose of reading, testing, repairing or removing Service Connections, Energy Transfer Stations and any component thereof, and ancillary equipment.”.
16. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 9.2 (Access to Equipment) by inserting the words “and except in the case of emergency, upon reasonable notice,” after the words “The Customer must at all reasonable times”.
17. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at PART 10 by deleting the title “PART 10: APPLICATION AND SERVICE CONNECTION

INSTALLATION FEES” and replacing it with the words “PART 10: APPLICATION AND RECREATION FEES”.

18. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting section 10.1 (Fees for applications and installations) in its entirety and replacing it with the following:

“10.1 Fees for applications

Each person who submits an application to receive Services under this Bylaw must pay the applicable fee set out in Schedule B (Fees).”.

19. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting section 10.5 (Basis of Fees) in its entirety and marking it “Repealed.”

20. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting PART 11 (RATES, CHARGES, FEES AND OTHER COSTS) in its entirety and replacing it with the following:

“PART 11: RATES, CHARGES, FEES AND OTHER COSTS

11.1 Fees and Rates Payable

Each Customer must pay to the Service Provider:

- (a) the applicable fees as specified in Schedule B (Fees), as amended from time to time;
- (b) the applicable Rates for the Services as specified in Part 1 of Schedule C (Rates and Charges), as amended from time to time.

11.2 Electrical Costs

The Customer shall pay all costs of electricity consumed by an Energy Transfer Station or any component thereof, including electricity consumed by electrical pumps and other equipment installed for the operation of the Energy Transfer Station.

11.3 Basis of Fees

- (a) The fees specified in Schedule B (Fees) shall be estimated fees based on the full costs of providing, maintaining and/or expanding the Services, including, without limitation the capital and overhead costs of purchasing, renting, acquiring, providing, supplying, delivering and installing the Service Connection, and Energy Transfer Station or any component thereof, at a Designated Property, and costs of design, construction, administration, operations and other related activities associated with the Services, and may be different for each Designated Property based upon the use, capacity and consumption of each Designated Property, and the Service Connection and Energy Transfer Station installed thereon.

- (b) Where an Owner, Customer or other person is to have work done or Services received at cost, all fees payable shall be payable in advance before commencement of the work.
- (c) After completion of the work, the Service Provider will notify the Owner, Customer or other person of the actual cost.
- (d) If the actual cost is more than the estimated cost, the Owner, Customer or other person will be liable for and must pay the Service Provider the shortfall within 30 days after demand by the Service Provider.
- (e) If the actual cost is less than the estimated cost, the Service Provider will refund to the Owner, Customer or other person the excess, except that if the Customer owes any money under this Bylaw at that time, the Service Provider may apply the excess against such debt.
- (f) Calculation of the costs or estimated costs the City or Service Provider incurs or expects to incur under this Bylaw will include, without duplication, amounts spent by the City or Service Provider using its own work force or engaging an independent contractor for gross wages, employee fringe benefits, materials, equipment rentals at rates paid by the City or Service Provider or set by the City or Service Provider for its own equipment, and fees and other charges payable to an independent contractor, plus an amount equal to 20% of those costs to cover the City's or Service Provider's overhead and administrative expenses.”.

21. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting Section 13.2 in its entirety and replacing it with the following:

“13.2 Form of Bill

Each bill sent to a Customer by the Service Provider for Services provided will include:

- (a) the amounts of any fees, rates and charges, costs and taxes thereon, that are due and payable to the Service Provider;
- (b) the date when the bill is due and payable;
- (c) acceptable places and methods of payment; and
- (d) the number of megawatt hours of heat energy and cooling energy supplied to the Energy Transfer Station.”.

22. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting Section 13.12 in its entirety and replacing it with the following:

“13.12 Adjustment for Building Mechanical System

If:

- (a) the City or a Customer, discovers or is notified, that a Building Mechanical System is using the DEU for less than 70% of all the annual space heating and cooling and domestic hot water heating requirements for a building on a Designated Property, contrary to section 22.2 of this Bylaw;
- (b) the General Manager, Engineering & Public Works provides the Customer with written notice that the City is satisfied that the Customer did not know or could not reasonably have known of the non-compliance with section 22.2 of this Bylaw (the “**GM Notice**”);
- (c) the Customer carries out all necessary repairs and works to bring the Building Mechanical System into compliance with section 22.2 of this Bylaw or to the satisfaction of the General Manager, Engineering & Public Works (the “**Repair Works**”) within 12 months of the date of the GM Notice, or such longer or shorter period as may be agreed to by the City in writing (the “**Repair Period**”); and
- (d) the Customer supplies to the City, in form and content satisfactory to the General Manager, Engineering & Public Works, a letter signed by the registered professional responsible for the design of the Repair Works, confirming that all Repair Works have been completed,

then:

- (e) Part 20 (Offences) of this Bylaw will not apply to the Customer for the time period, as estimated by the City, during which the Customer was not in compliance with section 22.2 of this Bylaw; and
- (f) the City may adjust the Customer’s bill to provide a credit in accordance with section 13.13 below.”.

23. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting Section 14.1 in its entirety and replacing it with the following:

“14.1 When Required

The Service Provider may, in the circumstances specified herein, charge and demand, and the Service Provider may collect or receive, from Customers for the Services received, a greater or lesser compensation than that specified in bills to the Customers, provided that in the case of a minor adjustment to a Customer's bill, back-billing treatment may not be applied.”.

24. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section (Tampering/Fraud), by:

- a) inserting the words “and the City” after the words “Service Provider” in Section 14.4(b); and
- b) deleting Section 14.4(c) in its entirety and replacing it with the following:

“(c) under-billing resulting from circumstances described above will bear interest computed at the rate and times specified in Schedule B (Fees) until the amount under-billed is paid in full.”.

25. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 15.1 (Late Payment Charge), by deleting the words “or by an agent acting on behalf of the Service Provider”.
26. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 15.2 (Returned Cheque Charge), by deleting the words “Fees Schedule” and replacing them with the words “Schedule B (Fees)”.
27. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 15.3 (Collection of Taxes), by deleting the words “If the City is the Service Provider, then any amount due from the Customer” and replacing them with the words “Any amount due from a Customer to the Service Provider”.
28. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 16.2(a) by deleting the word “perceived” and replacing it with the words “believed to existed or anticipated”.
29. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 17.1 (Discontinuance with Notice and Refusal Without Notice), by:
 - a) deleting Section 17.1(a) and replacing it with the following:

“(a) the Customer has failed to pay the bill for Services and/or Service Related Charges on or before the due date;”;
 - b) deleting the words “the Service Provider’s bill” in Section 17.1(c) and replacing them with the words “the bill for Services”;
 - c) deleting the words “the Service Provider’s bill” in Section 17.1(d) and replacing them with the words “the bill for Services”;
 - d) deleting the words “bills and/or Service Related Charges to the Service Provider” in Section 17.1(e) and replacing them with the words “bills for Services and/or Service Related Charges”;
 - e) deleting the words “the Heat Exchanger electrical pumps,” in Section 17.1(g) and replacing them with the words “the Energy Transfer Station or any component thereof, including any electrical pumps, and other equipment installed for the operation of the Energy Transfer Station,”;
 - f) deleting the words “all Heat Exchangers have been negatively affected; or” in Section 17.1(g) and replacing them with the words “of the Energy Transfer Stations have been negatively affected;”;

g) inserting the words “; or” after the words “jurisdiction over the environment” in Section 17.1(h); and

h) inserting the following after Section 17.1(h) as a new Section 17.1(i):

“(i) the Customer is otherwise in breach of the Energy Services Agreement.”.

30. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 17.2 by:

(a) deleting the word “or” at the end of Section 17.2(h);

(b) deleting the period at the end of Section 17.2(i) and replacing it with the words “; or”; and

(c) adding the following after Section 17.2(i) as a new section 17.2(j):

“(j) the Customer has sold, assigned, conveyed or otherwise disposed of the Customer's Designated Property, or any subdivided portion thereof, and has not obtained from the assignee, purchaser or transferee, and delivered to the Service Provider, a written Assignment and Assumption Agreement (General) or Assignment and Assumption Agreement (Strata), as the case may be, prior to the completion of such sale, transfer or other disposition of the Customer's Designated Property, or any subdivided portion thereof.”.

31. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 18.2 (Continuing Obligation) by deleting the words “Heat Exchangers, Meter Sets” and replacing them with the words “any Energy Transfer Station, any component thereof.”.

32. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting Section 19.1 in its entirety and replacing it with the following:

“19.1 Responsibility for Delivery of Energy

The Service Provider, and the City if the City is not the Service Provider, and their respective elected officials, directors, officers, employees, servants, contractors, representatives and agents are not responsible or liable for any loss, damage, costs or injury (including death) 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 Energy, or provide Services, unless the loss, damage, costs or injury (including death) is directly attributable to the gross negligence or wilful misconduct of the Service Provider or the City if the City is not the Service Provider, and their respective elected officials, directors, officers, employees, servants, contractors, representatives and agents provided, however, that the Service Provider and the City, and their respective elected officials, directors, officers, employees, servants, contractors, representatives and agents are not responsible or liable 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 Service

Provider or the City, or their respective elected officials, directors, officers, employees, servants, contractors, representatives and agents.”.

33. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 19.4 (Responsibility for Heat Exchanger and Meter Set) by:

- a) deleting the words “Heat Exchanger and Meter Set” in the title and replacing them with the words “Equipment on Designated Property”;
- b) deleting the words “Heat Exchangers, Meter Sets or related equipment” in the first paragraph and replacing them with the words “Service Connections, Energy Transfer Stations, any component thereof, and all related equipment located at, in, on, over, under, across or along”; and
- c) deleting the words “Heat Exchangers, Meter Sets or related Equipment on” in the last paragraph and replacing them with the words “Service Connections, Energy Transfer Stations or related equipment at, in, on, over, under, across or along”.

34. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by at Section 19.5 (Customer Indemnification”) by:

- a) inserting the words “the City is” before the words “not the Service Provider”;
- b) inserting the words “at or” after the words “presence of Energy”; and
- c) inserting the words “equipment or” before the word “facilities”.

35. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting PART 21 (BULIDING PERMIT REQUIREMENTS FOR DEU COMPATIBLE BUILDING MECHANICAL SYSTEMS) in its entirety and replacing it with the following:

“PART 21: BULIDING PERMIT REQUIREMENTS FOR DEU COMPATIBLE BUILDING MECHANICAL SYSTEMS

21.1 Building Permit Application

A person who applies, under the Building Regulation Bylaw, for a permit that is to authorize the installation or alteration of a Building Mechanical System must include in, or submit with, the application:

- (a) an acknowledgment signed by the Owner that the building is located on a Designated Property;
- (b) a duly signed section 219 covenant and a statutory right of way in accordance with section 6.9 of this Bylaw, to be registered against title to the Designated Property prior to building permit being issued;
- (c) mechanical and other plans and documentation as the City Engineer may require, signed or certified by the registered professional responsible for design of the Building Mechanical System;

- (d) a certificate signed by the Service Provider, acting as the City's agent for this limited purpose, that the specifications, design, mechanical and other plans relating to the Building Mechanical System are compatible with the DEU;
- (e) an energy modelling report, signed by the registered professional who is responsible for design of the Building Mechanical System, estimating the:
 - (i) peak heat energy demand for space heating;
 - (ii) peak heat energy demand for domestic hot water;
 - (iii) combined peak heat energy demand for any uses other than space heating and domestic hot water; and
 - (iv) hour by hour consumption of energy;
- (f) a cheque in the amount of:
 - (i) the ETS and Service Connection Installation Fee, as specified in Schedule B (Fees); and
 - (ii) building permit application DEU review fee, as specified in Schedule B (Fees). For certainty, the building permit application DEU review fee shall, notwithstanding section 11.4, be a fixed fee and not an estimated fee;
- (g) the proposed location of the Energy Transfer Station, certified by the Service Provider as approved;
- (h) the proposed location of the Service Connection, certified by the Service Provider as approved;
- (i) the proposed location of Distribution System components in or on the Designated Property, certified by the Service Provider as approved;
- (j) the proposed location of the Delivery Points, certified by the Service Provider as approved;
- (k) the proposed schedule for installation or alteration of the Building Mechanical System;
- (l) the proposed commencement date for the delivery of Energy by the Service Provider to the Energy Transfer Station; and
- (m) such other information as the Service Provider or City Engineer may require.

21.2 Submission of copy of application

An applicant must submit a copy of the building permit application to the City Engineer.

21.3 Approval of Energy Modelling Report

The report submitted under section 21.1(f) is subject to approval by the City Engineer.

21.4 Approval of Locations - General

The location of each of the:

- (a) Energy Transfer Station, submitted under section 21.1(h);
- (b) Service Connection, submitted under section 21.1(i);
- (c) Distribution System components in or on the Designated Property, submitted under section 21.1(j); and
- (d) Delivery Points, submitted under section 21.1(k);

is subject to approval by the Director, Building Approvals and City Engineer.

21.5 Approval of schedule

The proposed schedule for installation or alteration of the Building Mechanical System is subject to approval by the City Engineer.

21.6 Design of Building Mechanical System

The design of the Building Mechanical System is subject to approval by the Director, Building Approvals and City Engineer following certification by the Service Provider under section 21.1(d).

21.7 Approval of building permit

The building permit is subject to approval by the:

- (a) Director, Building Approvals under the Building Regulation Bylaw; and
- (b) Director, Building Approvals and City Engineer under this By-law.

21.8 No work before permit issuance

A person must not begin to install or alter a Building Mechanical System until the Director, Building Approvals has issued the building permit.

21.9 Signed Energy Services Agreement required

No building permit for a Building Mechanical System will be issued until an Energy Services Agreement has been signed relating to the Designated Property.”

36. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 22.2 (Prohibited Components) by deleting the word “21.1(d)” and replacing them with the word “21.1(e)”.

37. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 22.4 (Service Provider’s scheduling) by:

- a) deleting the words “is to co-ordinate” and replacing them with the words “will co-ordinate”; and
- b) deleting the words “, Heat Exchangers and Meter Sets” and replacing them with the words “and Energy Transfer Stations”.

- 38. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting Section 22.6 (Adjustment of Increased Installation costs) in its entirety and marking it “Repealed.”.
- 39. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended at Section 22.7 (No occupancy allowed) by deleting the words “City any shortfall under section 22.6(a)” and replacing them with the words “Service Provider all applicable fees and charges in accordance with section 11.4”.
- 40. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting Schedule B (Fees) in its entirety and replacing it with a new Schedule B attached as Schedule A to this Amendment Bylaw.
- 41. The **Alexandra District Energy Utility Bylaw No. 8641**, as amended, is further amended by deleting Schedule C (Rates and Charges) in its entirety and replacing it with a new Schedule C attached as Schedule B to this Amendment Bylaw.
- 42. This Bylaw is cited as “**Alexandra District Energy Utility Bylaw No. 8641, Amendment Bylaw No. 10085**”

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept. <i>CR</i>
APPROVED for legality by Solicitor <i>BRB</i>

MAYOR

CORPORATE OFFICER

Schedule A to Amendment Bylaw No. 10085
SCHEDULE B to BYLAW NO. 8641

Fees

Section	Application	Fee
4.1, 10.1	Application for service to Designated Property	No fee
3.2, 10.1	Application for voluntary use of energy utility system	By estimate
3.3	Application for exemption of some buildings on a parcel of real property from use of energy utility system	By estimate
6.2, 6.3, 6.6 & 10.1	ETS and Service Connection Installation Fee	By estimate
6.5	Customer requested routing	By estimate
6.8	Application to remove, relocate, or alter Energy Transfer Station, any component thereof, or related equipment or distribution system extension servicing	\$400.00
6.12	Service call during Service Provider's normal business hours	\$150.00
6.12	Service call outside Service Provider's normal business hours	\$400.00
7.2	Application for meter test	\$400.00
10.3	Reactivation fee	By estimate
10.4	Re-identification of Meter Set	By estimate
12.2 & 14.6	Interest on security deposit and over-billed amounts	Bank of Canada prime rate minus 2 % per annum payable monthly
15.1	Late Payment Charge	\$100.00
15.2	Cheque returned to the Service Provider	\$100.00
21.1(g)(iii)	Building permit application that includes DEU review fee charged in addition to building permit application fee under Building Regulation Bylaw	2% of the Building Permit fee

Schedule B to Amendment Bylaw No. 10085***SCHEDULE C to BYLAW NO. 8641******Rates and Charges*****PART 1 - RATES FOR SERVICES**

The following charges, as amended from time to time, will constitute the Rates for Services for the Service Area excluding shaded Area A as shown in Schedule A to this Bylaw:

- (a) Capacity charge – a monthly charge of \$0.102 per square foot of Gross Floor Area, and a monthly charge of \$1.370 per kilowatt of the annual peak heating load supplied by DEU as shown in the energy modeling report required under Section 21.1(c); and*
- (b) Volumetric charge – a charge of \$4.379 per megawatt hour of Energy returned from the Energy Transfer Station at the Designated Property.*

PART 2 - RATES FOR SERVICES APPLICABLE TO AREA A

The following charges will constitute the Rates for Services applicable only to the Designated Properties identified within the shaded area (Area A) shown in Schedule A to this bylaw:

- (a) Volumetric charge – a charge of \$78.29 per megawatt hour of Energy returned from the Energy Transfer Station at the Designated Property calculated on each of (i) an energy use of 2644 MWh per annum (“Basic Supply Amount”), and (ii) any energy use in excess of the Basic Supply Amount.*



**Oval Village District Energy Utility Bylaw No. 9134
Amendment Bylaw No. 10086**

The Council of the City of Richmond enacts as follows:

1. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended the second recital by deleting the words “space and domestic water heating” and replacing them with the words “space heating and domestic hot water heating”.
2. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 4 (Ownership of DEU) by deleting the words “Service Connections, Meter Sets and Heat Exchangers” and replacing them with the words “Energy Transfer Station, Service Connections, and any components thereof.”
3. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 8 (Rates and Charges), by:
 - a) inserting the word “Fees,” in the title before the word “Rates”;
 - b) inserting the word “fees,” before the words “rates and charges” in the first sentence; and
 - c) deleting the words “Schedule D” and replacing them with the words “Schedules C and D”.
4. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended by deleting Section 15 (Severability) in its entirety and replacing it with the following:

“15. **Severability.** Each provision of this Bylaw and the General Terms and Conditions is intended to be severable and if any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever such provision shall be severed from this Bylaw and will not affect the legality, validity or enforceability of the remainder of or any other provision of this Bylaw or the General Terms and Conditions.”
5. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended by deleting the words “building mechanical system” wherever they appear in Schedule B of the Bylaw and replacing them with the words “Building Mechanical System”.
6. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 1.1 (Definitions) of Schedule B, by:

- a) deleting the words “Heat Exchangers and Meter Sets” in the definition of “DEU” and replacing them with the words “Energy Transfer Stations and any component thereof”;
 - b) deleting the words “including ventilation systems and electrical pumps” from the definition of “Heat Exchanger”;
 - c) deleting the words “, including Heat Exchangers” from the definition of “Meter Set”;
 - d) deleting the words “a Meter Set” in the definition of “Services” and replacing them with the words “an Energy Transfer Station”;
 - e) deleting the words “providing a Service Connection” in the definition of “Services” and replacing it with the words “providing, supplying and installing Service Connections, Energy Transfer Stations and/or any component thereof”; and
 - f) inserting the word “the” before the words “Strata Property Act” in the definition of “Strata Lot”.
7. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 1.1 (Definitions) of Schedule B, by inserting the following definitions in alphabetical order as new subsections, and renumbering the remaining subsections in section 1.1:
- “**City**” means the City of Richmond;
- “**Energy Transfer Station**” means, collectively, a Heat Exchanger and Meter Set and all related pipes, fittings and other equipment which control the transfer, and measure of Energy from the Distribution System to a Building Mechanical System;
- “**ETS and Service Connection Installation Fee**” means the fee payable to the Service Provider under this Bylaw as specified in Schedule C (Fees);
- “**General Terms and Conditions**” means the terms and conditions set out in this Schedule B;”.
8. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 2.5 (Refusal of Application) of Schedule B, by deleting the words “Section 15” and replacing them with the words “Part 15”.
9. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 3.2(a) of Schedule B, by deleting the word “either”.
10. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Schedule B, by deleting PART 4 (CONNECTING FOR SERVICES) in its entirety and replacing it with the following:

“PART 4: SERVICE CONNECTIONS AND ENERGYTRANSFER STATIONS

4.1 Service Connection and Energy Transfer Station

In order to provide the Services and bill a Customer for Energy delivered, the Service Provider will, subject to Section 4.6 (Supply and Installation of Service Connection and Energy Transfer Station by Customer) below, serve each Designated Property with one Service Connection and one Energy Transfer Station. The technical specifications of all Service Connections and Energy Transfer Stations and the components thereof will be determined by the Service Provider.

4.2 Supply and Installation of Energy Transfer Station and Service Connection by Service Provider

The Service Provider will:

- (a) together with the Director, Building Approvals, designate the location of the Energy Transfer Station and Service Connection on the Designated Property and determine the amount of space that must be left unobstructed around them to ensure sufficient and safe access thereto; and
- (b) upon payment of the applicable ETS and Service Connection Installation Fee set out in Schedule C (Fees) to this Bylaw:
 - (i) provide, supply and install the Energy Transfer Station; and
 - (ii) provide, supply and install the Service Connection from the DEU to the Delivery Point on the Designated Property using the route which is the most suitable to the Service Provider.

4.3 Supply and Installation of Service Connection and Energy Transfer Station by Customer

An Owner or Customer may make an application to the Service Provider requesting prior written approval for the Owner or Customer, at its sole cost and expense, to:

- (a) provide, supply and install the Energy Transfer Station, or any component thereof; and/or
- (b) provide, supply and install the Service Connection from the DEU to the Delivery Point on the Designated Property using the route which is the most suitable to the Service Provider,

and the Service Provider, may, in its sole discretion:

- (c) approve such application subject to the Service Provider being satisfied with the design, materials, equipment, location and installation of the Service Connection and Energy Transfer Station, and each component thereof; and
- (d) waive or reduce payment of the applicable ETS and Service Connection Installation Fee set out in Schedule C (Fees) to this Bylaw.

4.4 Transfer of Service Connections and Energy Transfer Stations Supplied and Installed by Owner

The Owner or Customer will, upon request of the Service Provider or the City, at any time and from time to time, execute, acknowledge and deliver, or will cause be done, executed, acknowledged and delivered, all such further acts, bills of sale, assignments, transfers, conveyances, powers of attorney and assurances as may be required by the Service Provider or the City to evidence the transfer of legal and beneficial ownership of any Service Connections, Energy Transfer Stations, or any components thereof, procured, supplied or installed by the Owner or Customer, to the Service Provider or the City, in such form as requested by the Service Provider or the City. Without limiting the generality of the foregoing, in such bills of sale, assignments, transfers, conveyances, powers of attorney and assurances, the Service Provider or City may require the Owner or Customer to provide indemnities, security, representations and/or warranties in favour of the Service Provider or the City with respect to the title, condition, design and ongoing operation of any Service Connections, Energy Transfer Stations, or any components thereof.

4.5 Customer Requested Routing

If a Customer requests:

- (a) that its piping or Service Connection enter the Designated Property at a different point of entry or follow a different route from the point or route designated by the Service Provider; and/or
- (b) that the Energy Transfer Station, or any component thereof, be installed at a different location from the location designated by the Service Provider,

then, provided that:

- (c) the Customer pays the Service Provider in advance for all additional costs as advised by the Service Provider to install the Service Connection and Energy Transfer Station, or any component thereof, in accordance with the Customer's request; and
- (d) the Service Provider is satisfied that approving the Customer's request will not have an adverse effect on the operations of the DEU or create any other undesirable consequences, including but not limited to public health and safety concerns,

the Service Provider may accept the request. If the request is accepted, the Service Provider may either approve the requested routing or entry point or installation locations as originally requested or may, with the Customer's agreement, modify the requested routing or entry point or installation locations.

4.6 Additional Service Connections, Energy Transfer Stations

A Customer may apply to the Service Provider for one or more additional Service Connections at a Designated Property, which additional Service Connection(s) together with the related Energy Transfer Station(s) may be provided at the sole discretion of the Service Provider. If the

Service Provider agrees to install an additional Service Connection and Energy Transfer Station, the Service Provider may charge the Customer additional ETS and Service Connection Installation Fees for the provision, supply, delivery and installation of the additional Service Connection and/or related Energy Transfer Station. The Service Provider may bill each additional Service Connection from a separate meter and account.

4.7 Site Preparation

Customers will be responsible for all necessary site preparation including but not limited to clearing building materials, construction waste, equipment, soil and gravel piles over the proposed service line route, to standards established by the Service Provider. The Service Provider may recover from Customers any additional costs associated with delays or site visits necessitated by inadequate or substandard site preparation.

4.8 Customer Requested Alterations

A Customer may apply to the Service Provider to remove, relocate or alter a Service Connection and/or an Energy Transfer Station, any component thereof, or related equipment servicing a Designated Property, which removal, relocation or alteration may be provided at the sole discretion of the Service Provider. If the Service Provider agrees to remove, relocate, or alter a Service Connection and/or Energy Transfer Station, any component thereof, or related equipment, then in addition to the provisions of section 9.4 (Basis of Fees):

- (a) the Service Provider will give the Customer an estimate of the cost; and
- (b) if any of the changes to the Service Connection and/or Energy Transfer Station, any component thereof, or related equipment require the Service Provider to incur ongoing incremental operating and maintenance costs, the Service Provider may recover these costs from the Customer through the billing process established by this Bylaw.

4.9 Easement, Statutory Right of Way and Section 219 Covenant

- (a) An Owner of a Designated Property that is to receive Services under this Bylaw must sign and deliver to the Service Provider a Section 219 covenant and statutory right of way to be registered against title to the Designated Property in favour of the City, in the form or forms supplied by City and/or the Service Provider, for the installation, operation, maintenances and related services on the Designated Property of all necessary facilities for supplying the Services to the Designated Property. Each such Section 219 covenant and statutory right of way will have priority over any other financial encumbrances registered against title to the Designated Property; and
- (b) If one or more privately-owned intervening properties are located between the Designated Property and the DEU, then the Customer will be responsible for all costs of obtaining licenses, statutory rights of way, easements, leases or other agreements, the form and content of which shall be as determined in the sole discretion of the City, for non-exclusive access to, on, over and under such properties in favour of the City, for the purposes of performing installation, operation, maintenances and related services on each

intervening property of all necessary facilities for supplying the Services to the Designated Property.

4.10 Maintenance by Service Provider

Subject to Section 4.11 (Maintenance by Customer) below, the Service Provider will maintain the Service Connection and Energy Transfer Station.

4.11 Maintenance by Customer

Each Customer and Owner of Designated Property must maintain and repair the Building Mechanical Systems in all buildings on their Designated Properties, to the Delivery Points, including:

- (a) keeping the Building Mechanical Systems free of foreign material so as to prevent fouling of the Heat Exchangers; and
- (b) treating all fluids in the Building Mechanical System sufficiently to prevent corrosion of the Heat Exchangers.

4.12 Service Calls

A Customer or Owner may apply to the Service Provider to temporarily interrupt service to a Designated Property by closing the appropriate valves or by such other means as the Service Provider may find appropriate, and the applicable fees as specified in Schedule C (Fees) shall apply.

4.13 Protection of equipment

The Customer must take reasonable care of and protect all Service Connections, Energy Transfer Stations, all components thereof, and related equipment on the Customer's Designated Property. The Customer's responsibility for expense, risk and liability with respect to all Service Connections, Energy Transfer Stations and related equipment is set out in Section 17.4 (Responsibility for Equipment) below.

4.14 Damage

The Customer must advise the Service Provider immediately of any damage to the Service Connection, Energy Transfer Station, or any components thereof.

4.15 No Obstruction

A Customer must not construct or allow to be constructed any permanent structure which, in the sole opinion of the Service Provider, obstructs access to a Service Connection or Energy Transfer Station, or any components thereof.

4.16 No Unauthorised Changes

Subject to Section 4.3 (Supply and Installation of service Connection and Energy Transfer Station by Customer) above, no Service Connection, Energy Transfer Station or any component thereof or related equipment will be installed, connected, moved or disconnected except by the Service Provider's authorized employees, contractors or agents or by other Persons acting with the Service Provider's written permission.

4.17 Removal of Equipment

If the supply of Services to a Customer's Designated Property is discontinued or terminated for any reason then, the Service Provider may, but is not required to, remove Service Connections and/or Energy Transfer Stations, any component thereof and related equipment from the Customer's Designated Property.”.

11. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Schedule B, by deleting PART 5 (HEAT EXCHANGERS, METER SETS AND METERING) in its entirety and replacing it with the following:

“PART 5: METERING

5.1 Measurement

The quantity of Energy delivered to a Designated Property will be metered using apparatus approved by the Service Provider. The amount of Energy registered by the Meter Set during each billing period will be converted to megawatt hours and rounded to the nearest one-tenth of a megawatt hour.

5.2 Testing Meters

A Customer may apply to the Service Provider to test a Meter Set, and, upon payment of the application for meter test fee set out in Schedule C (Fees), the Service Provider will notify such Customer of the date and time the test is to occur, and the Customer is entitled to be present for the test. If the testing indicates that the Meter Set is inaccurate in its measurement by 10% or more, then:

- (a) the Customer is entitled to return of the meter testing fee paid pursuant to this Section;
- (b) the cost of removing, replacing and testing the Meter Set will be borne by the Service Provider subject to Section 17.4 (Responsibility for Energy Transfer Station) below; and
- (c) the Service Provider will estimate the resulting billing overpayment or shortfall, and settle with the Customer accordingly, provided any such settlement will not extend beyond 12 months before the month in which the test takes place.

5.3 Defective Meter Set

If a Meter Set ceases to register, then the Service Provider will estimate the volume of Energy delivered to the Customer according to the procedures set out in Section 11.7 (Incorrect Register) below.”,

12. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 7.1 (Access of Designated Property) of Schedule B, by deleting the words “Meter Sets, Heat Exchangers” and replacing them with the words “Energy Transfer Stations and any components thereof.”.
13. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Part 8 (Application and Service Connection Fees) of Schedule B, by deleting the words “Service Connection Installation” in the title of this Part and replacing them with the word “REACTIVATION”.
14. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Schedule B, by deleting Section 8.1 (Fees for applications and installations) in its entirety and replacing it with the following:

“8.1 Fees for applications

Each person who submits an application to receive Services under this Bylaw must pay the applicable fee set out in Schedule C (Fees).”.

15. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Schedule B, by deleting Section 8.3 in its entirety and replacing it with the following:

“8.3 Reactivation Fees

If Services are terminated

- (a) for any of the reasons described in Part 15 (Discontinuance of Service and Refusal of Services) of this bylaw; or
- (b) to permit a Customer to make alterations to their Designated Property,

and the same Customer or the spouse, employee, contractor, agent or partner of the same Customer requests reactivation of Services to the Designated Property within 12 months of the date of Services termination, then the applicant for reactivation must pay the greater of:

- (c) the costs the Service Provider incurs in de-activating and re-activating the Services; or
- (d) the sum of the applicable minimum Rates and charges set out in Schedule D (Rates and Charges) which would have been paid by the Customer between the time of termination and the time of reactivation of Services.”.

16. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Schedule B, by deleting Section 9.1 (Rates Payable) in its entirety and replacing it with the following:

“9.1 Fees and Rates Payable

Each Customer must pay to the Service Provider:

- (a) the applicable fees as specified in Schedule C (Fees), as amended from time to time; and
- (b) the applicable Rates for the Services as specified in Part 1 of Schedule D (Rates and Charges), as amended from time to time.”.

17. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Schedule B, by deleting Section 9.3 (Electrical pump costs) in its entirety and replacing it with the following:

“9.3 Electrical costs

The Customer shall pay all costs of electricity consumed by an Energy Transfer Station or any component thereof, including electricity consumed by electrical pumps and other equipment installed for the operation of the Energy Transfer Station.”.

18. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 9.4 (Basis of Fees) in Schedule B, by:

- a) deleting Section 9.4(a) in its entirety and replacing it with the following:

“(a) The fees specified in Schedule C (Fees) shall be estimated fees based on the full costs of providing, maintaining and/or expanding the Services, including, without limitation the capital and overhead costs of purchasing, renting, acquiring, providing, supplying, delivering and installing the Service Connection, and Energy Transfer Station or any component thereof, at a Designated Property, and costs of design, construction, administration, operations and other related activities associated with the Services, and may be different for each Designated Property based upon the use, capacity and consumption of each Designated Property, and the Service Connection and Energy Transfer Station installed thereon.”; and

- b) inserting the following after Section 9.4(e) as a new Section 9.4(f):

“(f) Calculation of the costs or estimated costs the City or Service Provider incurs or expects to incur under this Bylaw will include, without duplication, amounts spent by the City or Service Provider using its own work force or engaging an independent contractor for gross wages, employee fringe benefits, materials, equipment rentals at rates paid by the City or Service Provider or set by the City or Service Provider for its own equipment, and fees and other charges payable to an independent contractor, plus an amount equal to 20% of those costs to cover the City’s or Service Provider’s overhead and administrative expenses.”.

19. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 10.5 (Application of Deposit) of Schedule B, by deleting the words “Section 15” and replacing them with the words “Part 15”.

20. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 10.7 (Failure to Provide Security Deposit) of Schedule B, by deleting the words “Section 15” and replacing them with the words “Part 15”.

21. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 11.2 (Form of Bill) of Schedule B, by deleting the words “Heat Exchanger and Meter Set” in Section 11.2(d) and replacing them with the words “Energy Transfer Station”.
22. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 11.7 (Incorrect Register) of Schedule B, by deleting the words “Section 12” and replacing them with the words “Part 12”.
23. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 15.1 (Discontinuance With Notice and Refusal Without Notice) of Schedule B, by:
- a) deleting the words “Heat Exchanger electrical pumps” in Section 15.1(g) and replacing them with the words “Energy Transfer Station or any component thereof, including any electrical pumps and other equipment installed for the operation of the Energy Transfer Station”;
 - b) deleting the words “all Heat Exchangers” in Section 15.1(g) and replacing them with the words “of the Energy Transfer Stations”;
 - c) adding the words “; or” after the word “environment” at the end of Section 15.1(h); and
 - d) adding the following after Section 15.1(h) as a new Section 15.1(i):
“(i) the Customer is otherwise in breach of the Energy Services Agreement.”.
24. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 15.2 (Discontinuance or Refusal Without Notice) of Schedule B, by:
- a) renumbering sections 15.2(d) and 15.2(e) as sections 15.2(c)(i) and 15.2(c)(ii), and renumbering the remaining subsections in section 15.2;
 - b) deleting the word “or” from the newly numbered section 15.2(g);
 - c) deleting the period at the end of the newly numbered section 15.2(h) and replacing with “;”; and
 - d) adding the following after the newly numbered section 15.2(h) as new sections 15.2(i) and 15.2(j):
“(i) the Customer’s Energy Services Agreement is terminated for any reason; or
(j) the Customer has sold, assigned, conveyed or otherwise disposed of the Customer's Designated Property, or any subdivided portion thereof, and has not obtained from the assignee, purchaser or transferee, and delivered to the Service Provider, a written Assignment and Assumption Agreement (General) or Assignment and Assumption Agreement (Strata), as the case may be, prior to the completion of such sale, transfer or other disposition of the Customer's Designated Property, or any subdivided portion thereof.”.

25. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 16.1 (Termination by the Service Provider) of Schedule B, by:
- a) inserting the words “unless the Energy Services Agreement provides otherwise,” after the words “orders and policies,”; and
 - b) deleting the word “Section” and replacing it with the word “Part”.
26. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 16.2 (Continuing Obligation) of Schedule B, by deleting the words “Heat Exchangers, Meter Sets” and replacing them with the words “any Energy Transfer Station, any component thereof.”.
27. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Schedule B, by deleting Section 17.1 (Responsibility for Delivery of Energy) in its entirety and replacing it with the following:

“17.1 Responsibility for Delivery of Energy

The Service Provider, and the City if the City is not the Service Provider, and their respective elected officials, directors, officers, employees, servants, contractors, representatives and agents are not responsible or liable for any loss, damage, costs or injury (including death) 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 Energy, or provide Services, unless the loss, damage, costs or injury (including death) is directly attributable to the gross negligence or wilful misconduct of the Service Provider or the City if the City is not the Service Provider, and their respective elected officials, directors, officers, employees, servants, contractors, representatives and agents provided, however, that the Service Provider and the City, and their respective elected officials, directors, officers, employees, servants, contractors, representatives and agents are not responsible or liable 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 Service Provider or the City, or their respective elected officials, directors, officers, employees, servants, contractors, representatives and agents.”.

28. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 17.4 (Responsibility for Heat Exchanger and Meter Set) of Schedule B, by:
- a) deleting the words “Heat Exchanger and Meter Set” in the title and replacing them with the words “Equipment on Designated Property”;
 - b) deleting the words “Heat Exchangers, Meter Sets or related equipment on the Customer’s Designated Property” in the first paragraph, and replacing them with the words “Service Connections, Energy Transfer Stations, any components thereof, and all related equipment located at, in, on, over, under, across or along the Customer’s Designated Property”; and

- c) deleting the words “Heat Exchangers, Meter Sets or related equipment at the Customer’s Designated Property” in the last paragraph, and replacing them with the words “Service Connections, Energy Transfer Stations or related equipment at, in, on, over, under, across or along the Customer’s Designated Property”.
29. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 17.5 (Customer Indemnification) of Schedule B, by:
- a) inserting the words “at or” after the words “or the presence of Energy”; and
 - b) inserting the words “equipment or” before the word “facilities”.
30. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 18.1 (Offence) of Schedule B, by deleting the word “Section” and replacing it with the word “Part”.
31. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 18.2(a) of Schedule B, by deleting the word “4.9” and replacing it with the word “4.11”.
32. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 19.1 (Building Permit Application) of Schedule B, by:
- a) deleting the word “4.7” in Section 19.1(b) and replacing it with the word “4.9”;
 - b) deleting the words “service connection installation fee” in Section 19.1(f)(ii) and replacing them with the words “ETS and Service Connection Installation Fee”;
 - c) deleting the words “Heat Exchanger and Meter Set” in Section 19.1(g) and replacing them with the words “Energy Transfer Station”;
 - d) deleting the words “Heat Exchanger and Meter Set” in Sections 19.1(k) and replacing them with the words “Energy Transfer Station”;
 - e) inserting the following after Section 19.1(g) as a new Section 19.1(h), and renumbering the remaining subsections in Section 19.1:

“(h) the proposed location of the Service Connection, certified by the Service Provider as approved;”.
33. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 19.4 (Approval of Locations - General) of Schedule B, by:
- a) deleting the words “Heat Exchanger and Meter Set” in Section 19.4(a) and replacing them with the words “Energy Transfer Station”;
 - b) deleting the word “19.1(h)” in Section 19.4(b) and replacing it with the word “19.1(i)”;
 - c) deleting the word “19.1(i)” in Section 19.4(c) and replacing it with the word “19.1(j)”;
and

- d) inserting the following after Section 19.4(a) as a new Section 19.4(b) and renumbering the remaining subsections in Section 19.4:

“(b) Service Connection, submitted under section 19.1(h);”.

- 34. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended at Section 20.4 (Service Provider’s Scheduling) of Schedule B, by deleting the words “, Heat Exchanger and Meter Sets” and replacing them with the words “and Energy Transfer Stations”.
- 35. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended by deleting **Schedule C (Fees)** of the Bylaw in its entirety and replacing it with a new Schedule C as attached as Schedule A to this Amendment Bylaw.
- 36. The **Oval Village District Energy Utility Bylaw No. 9134**, as amended, is further amended by deleting **Schedule D (Rates and Charges)** of the Bylaw in its entirety and replacing it with a new Schedule D as attached as Schedule B to this Amendment Bylaw.
- 37. This Bylaw is cited as “**Oval Village District Energy Utility Bylaw No. 9134, Amendment Bylaw No. 10086**”.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept. <i>CR</i>
APPROVED for legality by Solicitor <i>BRS</i>

MAYOR

CORPORATE OFFICER

Schedule A to Amendment Bylaw No. 10086**SCHEDULE C****Fees**

Bylaw Section	General Terms and Conditions Section(s)	Application	Fee
	2.1, 8.1	Application for service to Designated Property	No fee
6	8.1	Application for voluntary use of energy utility system	BY ESTIMATE
	4.2 & 4.3 & 4.6 & 8.1	ETS and Service Connection Installation Fee	BY ESTIMATE
	4.5	Customer requested routing	BY ESTIMATE
	4.8	Application to remove, relocate, or alter Energy Transfer Station, any component thereof, or related equipment or distribution system extension servicing	\$400.00
	4.12	Service call during Service Provider's normal business hours	\$150.00
	4.12	Service call outside Service Provider's normal business hours	\$400.00
	5.2	Application for meter test	\$400.00
	8.3	Reactivation fee	BY ESTIMATE
	8.4	Re-identification of Meter Set	BY ESTIMATE
	10.2 & 12.6	Interest on security deposit and over-billed amounts	Bank of Canada prime rate minus 2% per annum payable monthly
	13.1	Late Payment Charge	\$100.00
	13.2	Cheque returned to the Service Provider	\$100.00
	19.1(f)(iii)	Building permit application DEU review fee charged in addition to building permit application fee under Building Regulation Bylaw.	2% of the Building Permit fee

Schedule B to Amendment Bylaw No. 10086

SCHEDULE D

Rates and Charges

PART 1 - RATES FOR SERVICES

The following charges, as amended from time to time, will constitute the Rates for Services:

- (a) capacity charge - a monthly charge of \$0.0557 per square foot of gross floor area; and
- (b) volumetric charge – a monthly charge of \$34.310 per megawatt hour of Energy returned from the Energy Transfer Station at the Designated Property.

PART 2 - EXCESS DEMAND FEE

Excess demand fee of \$0.162 for each watt per square foot of the aggregate of the estimated peak heat energy demand referred to in section 19.1(e) (i), (ii), and (iii) that exceeds 6 watts per square foot.



City Centre District Energy Utility Bylaw No. 9895
Amendment Bylaw No. 10087

The Council of the City of Richmond enacts as follows:

1. The **City Centre District Energy Utility Bylaw No. 9895** is amended by deleting **Schedule D (Rates and Charges)** of the Bylaw in its entirety and replacing it with a new Schedule D as attached as Schedule A to this Amendment Bylaw.
2. This Bylaw is cited as **“City Centre District Energy Utility Bylaw No. 9895, Amendment Bylaw No. 10087”**.

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept. <i>CR</i>
APPROVED for legality by Solicitor <i>BRB</i>

MAYOR

CORPORATE OFFICER

Schedule A to Amendment Bylaw No. 10087

SCHEDULE D

Rates and Charges

PART 1 - RATES FOR SERVICES

The following charges, as amended from time to time, will constitute the Rates for Services:

- (a) capacity charge - a monthly charge of \$0.1134 per square foot of gross floor area;
and
- (b) volumetric charge – a monthly charge of \$0.00 per megawatt hour of Energy returned from the Energy Transfer Station at the Designated Property.

PART 2 - EXCESS DEMAND FEE

Excess demand fee of \$0.146 for each watt per square foot of the aggregate of the estimated peak heat energy demand referred to in section 19.1(f) (i), 19.1(f) (ii) and 19.1(f) (iii) that exceeds 6 watts per square foot.