



**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

NOV 12 2019

SECOND READING

NOV 12 2019

THIRD READING

NOV 12 2019

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. 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.*