



**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

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. 10086****SCHEDULE C****Fees**

<b>Bylaw Section</b>	<b>General Terms and Conditions Section(s)</b>	<b>Application</b>	<b>Fee</b>
	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.